

**DRAFT  
JULY 26, 2022**

**Tax Parcel Nos. 15 01 01 002 and 15 051 01 001**

**Upon recording return to:**

Troutman Pepper Hamilton Sanders LLP  
600 Peachtree Street, Suite 3000  
Atlanta, Georgia 30308  
Attention: Christina B. Rogers

**STATE OF GEORGIA**

**COUNTY OF DEKALB**

**RECIPROCAL EASEMENT AGREEMENT**

**THIS RECIPROCAL EASEMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") and **HENRICO 183, LLC**, a Delaware limited liability company ("Henrico").

**WITNESSETH:**

**WHEREAS**, Henrico is the owner of that certain tract of land described in Exhibit "A" attached hereto and incorporated herein, said property being referred to herein as the "Henrico Property"; and

**WHEREAS**, County is the owner of that certain tract of land described in Exhibit "B" attached hereto and incorporated herein, said property being contiguous to and to the east of the Henrico Property, and being hereinafter referred to as the "County Property"; and

**WHEREAS**, the Henrico Property is currently not accessible by any public or private rights of way; and

**WHEREAS**, Henrico wishes to develop its property into a film production complex, as part of an expansion of its existing film production facilities on property adjacent to both the Henrico Property and the County Property; and

**WHEREAS**, in order to develop the Henrico Property, Henrico needs to obtain access, utility, construction, grading and slope easements over, under, across and upon a portion of the County Property for the construction and maintenance of two (2) permanent bridges and roadways, including permanent cut and fill slopes to support such improvements and related bridge and roadway improvements to be located on the Henrico Property and the County Property, as well as water and sewer line improvements on the County Property to serve the Henrico Property, as shown on Exhibit "C" and Exhibit "D" attached hereto and incorporated herein by this reference; and

**WHEREAS**, County has determined that its public park system and the public's use and enjoyment thereof can be improved by enhancing and/or expanding the existing public walking trails currently located on the County Property adjacent to the Henrico Property, which may entail providing connectivity of the trail system between the South River and Intrenchment Creek; and

**WHEREAS**, County wishes to improve upon its public parks and the access thereto for the benefit of the public and has agreed to accept Henrico's offer to help with such accessibility by providing access from the public right-of-way of International Park Drive across a portion of the Henrico Property in order to access the public trails now or hereafter located on the County Property; and

**WHEREAS**, the construction of slopes, access roads, abutments, bridges, utility lines and other improvements on the County Property, as well as construction of the intended improvements on the Henrico Property, will require excavation within floodplain areas and associated floodplain compensation pursuant to Section 14-40(b)(13) and related ordinances of the DeKalb County, Georgia Code of Ordinances; and

**WHEREAS**, in order to facilitate the development of the Henrico Property, and in compliance with existing, applicable County ordinances, County has agreed to include certain floodplain acreage of the County Property (as well as floodplain acreage associated with certain adjacent property owned by Henrico's affiliate, to which such affiliate has provided its written consent) in the overall floodplain acreage of the Henrico Property for purposes of calculating floodplain compensation for such excavation activity; and

**WHEREAS**, the continued use and maintenance of the access, utility, construction, and grading and slope easements granted herein for the purpose of the development, in accordance with all required governmental approvals and permits, and operation of the Henrico Property, the enhancement and expansion of walking paths to improve accessibility to County's public parks, as well as the agreed calculation of flood plain compensation set forth herein, will be beneficial to County, the County Property, Henrico and the Henrico 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 Easements by County for the benefit of Henrico and the Henrico Property. County hereby grants, bargains, sells and conveys to Henrico the following easements for the benefit of Henrico, the Henrico Property, Henrico's invitees, customers, employees and agents, and, to the extent title to the Henrico Property is leased, transferred or assigned by Henrico, to its successors and assigns:

1.1 East Bridge Temporary Construction Easement. Subject to Henrico obtaining all applicable permits from each governing authority affecting any of such work (the "East Bridge Permitted Work"), a temporary easement (the "East Bridge Temporary Construction Easement") on, over, upon, across, through and under those portions of the County Property shown cross-hatched and labeled as the "Temporary Easement Area" on Exhibit "C" (the "East Bridge Temporary Construction Easement Area"), for use for normal construction activities while performing, in accordance with the East Bridge Permitted Work, initial grading and re-sloping and construction of an access road, abutments, a bridge and other improvements required within the East Bridge Permanent Easement Area (as defined below), and upon the Henrico Property. The general specifications for the design, dimensions and construction of such bridge and roadway are as set forth on Exhibit "G" attached hereto. The East Bridge Temporary Construction Easement shall only commence upon Henrico's receipt (through all applicable permitting processes of each applicable governing authority) of all required permits for the access road, bridge, and other improvements to be constructed within the East Bridge Permanent Easement Area and upon the Henrico Property and shall terminate upon the earlier of (i) completion of such improvements or (ii) ten (10) years from the date of this Agreement.

1.2 East Bridge Permanent Access and Utility Easement. A perpetual, non-exclusive access easement (the "East Bridge Access and Utility Easement") over, upon, across, through and under those portions of the County Property shown marked with diagonal lines and labeled as the "Permanent Easement Area" on Exhibit "C" (the "East Bridge Permanent Easement Area"), for the purpose of, and strictly in accordance with all applicable permits for such East Bridge Permitted Work, (a) maintaining a four lane wide bridge and roadway improvements (the "East Bridge") within the East Bridge Permanent

Easement Area; provided, however, that vehicular access over the bridge and roadway improvements for the purpose of accessing the Henrico Property (as opposed to access within the East Bridge Permanent Easement Area for construction purposes) shall not commence until completion of the bridge and roadway work in accordance with all applicable permits, (b) installing, using, maintaining, repairing and replacing water lines for domestic water service and fire sprinkler system water supply serving the Henrico Property, (c) installing, using, maintaining, repairing and replacing, a sanitary sewer line and related improvements serving the Henrico Property, (d) installing, using, maintaining, repairing and replacing communications lines serving the Henrico Property, and (e) for maintaining, on an ongoing basis, the slopes, access road, abutments, bridge, water and sewer lines, communications lines, and other improvements within the East Bridge Permanent Easement Area and upon the Parcels. County agrees that it will not disturb any grades or slopes or perform any construction on the County Property which would adversely impact the structural integrity of the bridge and roadway improvements within the East Bridge Permanent Easement Area or on the Henrico Property. Henrico agrees to grade and stabilize the East Bridge Permanent Easement Area against soil erosion, as applicable, upon completion of the improvements to be constructed within the East Bridge Permanent Easement Area and on the Henrico Property, subject to any permanent grading changes necessitated by such construction and approved as part of the East Bridge Permitted Work.

Upon completion of the bridge and related supporting improvements, County, at County's option, may require that Henrico dedicate the roadway to the County as a public roadway and, if County so directs, Henrico will promptly provide all reasonably required documents to accomplish such dedication.

- 1.3 West Bridge Temporary Construction Easement. Subject to Henrico obtaining all applicable permits from each governing authority affecting any of such work (the "West Bridge Permitted Work"), a temporary easement (the "West Bridge Temporary Construction Easement") on, over, upon, across, through and under those portions of the County Property shown cross-hatched and labeled as the "Temporary Easement Area" on Exhibit "D" (the "West Bridge Temporary Construction Easement Area"), for use for normal construction activities while performing, in accordance with the West Bridge Permitted Work, initial grading and re-sloping and construction of an access road, abutments, a bridge and other improvements required within the West Bridge Permanent Easement Area (as defined below), and upon the Henrico Property. The general

specifications for the design, dimensions, and construction of such bridge and roadway are as set forth on Exhibit "G" attached hereto. The West Bridge Temporary Construction Easement shall only commence upon Henrico's receipt (through all applicable permitting processes of each applicable governing authority) of all required permits for the access road, bridge, and other improvements to be constructed within the West Bridge Permanent Easement Area and upon the Henrico Property and shall terminate upon the earlier of (i) completion of such improvements or (ii) ten (10) years from the date of this Agreement.

- 1.4 West Bridge Permanent Access and Utility Easement. A perpetual, non-exclusive access easement (the "West Bridge Access and Utility Easement") over, upon, across, through and under those portions of the County Property shown marked with diagonal lines and labeled as the "Permanent Easement Area" on Exhibit "D" (the "West Bridge Permanent Easement Area"), for the purpose of, and strictly in accordance with all applicable permits for such West Bridge Permitted Work, (a) maintaining a two lane wide bridge and roadway improvements (the "West Bridge") within the West Bridge Permanent Easement Area; provided, however, that vehicular access over the bridge and roadway improvements for the purpose of accessing the Henrico Property (as opposed to access within the West Bridge Permanent Easement Area for construction purposes) shall not commence until completion of the bridge and roadway work in accordance with all applicable permits, (b) installing, using, maintaining, repairing and replacing a sanitary sewer line and related improvements serving the Henrico Property, (c) installing, using, maintaining, repairing and replacing communications lines serving the Henrico Property, and (d) for maintaining, on an ongoing basis, the slopes, access road, abutments, bridge, sewer lines, communications lines, and other improvements within the West Bridge Permanent Easement Area and upon the Parcels. County agrees that it will not disturb any grades or slopes or perform any construction on the County Property which would adversely impact the structural integrity of the bridge and roadway improvements within the West Bridge Permanent Easement Area or on the Henrico Property. Henrico agrees to grade and stabilize the West Bridge Permanent Easement Area against soil erosion, as applicable, upon completion of the improvements to be constructed within the West Bridge Permanent Easement Area and on the Henrico Property, subject to any permanent grading changes necessitated by such construction and approved as part of the West Bridge Permitted Work.
- 1.5 Legal Description of Easement Areas. Metes and bounds descriptions of the East Bridge Temporary Construction Easement Area, the East

Bridge Permanent Easement Area, the West Bridge Temporary Construction Easement Area and the West Bridge Permanent Easement Area are attached hereto as Exhibit “E-1” through Exhibit “E-4” and incorporated herein by this reference.

1.6 Permits; Consents and Approvals. To the extent not provided to County in connection with the procurement of permits from the County for the East Bridge Permitted Work, the West Bridge Permitted Work and the land disturbance and building permits for construction of improvements on the Henrico Property, as applicable, Henrico shall, no later than five (5) business days after Henrico’s receipt of same, provide to the Director of the Planning and Sustainability Department of the County complete copies of any required permits, approvals, notices or consents from each applicable state, federal and local governing authority (by way of example, from United States Army Corps of Engineers, the Environmental Protection Division of the State of Georgia, Federal Emergency Management Association, United States Environmental Protection Agency) prior to commencement of any affected work.

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 the East Bridge Temporary Construction Easement, the East Bridge Access and Utility Easement, the West Bridge Temporary Construction Easement and the West Bridge Access and Utility Easement shall be undertaken and completed by Henrico at Henrico’s sole cost and expense.

2.2 Responsibility for Costs and Expenses of Maintenance after Completion of Initial Construction. Henrico shall undertake and continue to be responsible for, at Henrico’s sole cost and expense, any maintenance, repair and replacement of the improvements (including water and sewer line improvements, as applicable) in the East Bridge Permanent Easement Area (unless and until such time, if at all, as the East Bridge roadway is dedicated to and accepted by County, at which time the future maintenance of the roadway and supporting slopes shall be assumed by County) and the West Bridge Temporary Construction Easement Area and West Bridge Permanent Easement Area, as needed from time to time.

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 by Henrico pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of Henrico. Henrico 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 County Property arising from or relating to such work. Henrico agrees that no work in the flood plain area of any Parcel or affected adjacent parcel in connection with the East Bridge Permitted Work, the West Bridge Permitted Work, the IPD Connector Trail, the South River Trail Enhancements or the Phase I Project (as such terms are defined herein) shall cause an increase in the level of the waters in the South River or an increase in any way of the flow of water into the South River.

2.4 Restoration of Easement Areas. Upon the completion of any work, the County Property shall be restored to the condition which existed prior to such work, except to the extent of any approved (in accordance with the East Bridge Permitted Work or the West Bridge Permitted Work) permanent changes as a result of such work.

3. Trail Access Easement. Henrico has offered to assist County, and County has accepted such offer to assist County, in County's efforts to improve upon its public parks and the access thereto for the benefit of the public, by granting an access easement (the "Trail Access Easement") across a portion of the Henrico Property (or property owned by third parties, as is deemed reasonably necessary by Henrico, so long as Henrico is solely responsible for obtaining such easement rights) adjacent to the County Property for the benefit of the County, within which, as part of the South River Trail Enhancements (defined below), a hiking trail or walking path shall be constructed that connects the public right-of-way of International Park Drive with the trail system located, or to be located, on the County Property (the "IPD Connector Trail"). The anticipated general location of the Trail Access Easement is shown on Exhibit "F". As of the date of execution of this Agreement, the proposed location of the Trail Access Easement shown on Exhibit "F" is only preliminary, and is subject to change based on Henrico's final plans for the East Bridge Permitted Work. County and Henrico agree to work diligently in good faith after Henrico and County agree on scope and the budget for the South River Trail Enhancements as provided below to promptly finalize the location of the Trail Access Easement and shall execute and record a modification of this Agreement confirming such location and including a legal description for the "Trail Access Easement Area" once the same has been determined.

4. South River Trail Enhancements. Henrico has further offered to assist County, and County has accepted such offer to assist County, in County's efforts to improve upon its public parks and the access thereto for the benefit of the public, by working with the County to enhance and expand the existing public trail system located on the County Property as follows: (a) within one hundred (120) days following execution of this Agreement, Henrico will prepare for County's consideration various trail design and budget options for improving and expanding the existing dirt hiking trails located on the County Property, including the

design for the IPD Connector Trail to be constructed within the Trail Access Easement Area, and/or the construction of paved all-weather trails (collectively, the “South River Trail Enhancements”), and County and Henrico agree to work diligently in good faith to finalize the design and budget for the South River Trail Enhancements within sixty (60) days following Henrico’s submission of such design and budget options; (b) Henrico shall contribute Two Million and No/100 Dollars (\$2,000,000.00) (the “Henrico Contribution”) for the cost of design and construction of the South River Trail Enhancements; (c) Henrico will cooperate with County in its fund-raising efforts with respect to the South River Trail Enhancements from relevant third party benefactors, to the extent the approved budget for the South River Trail Enhancements exceeds the Henrico Contribution (but in no event shall Henrico be responsible for costs in excess of the Henrico Contribution); and (d) Henrico (or its agent) shall act as project manager for the South River Trail Enhancements, and, in such capacity, shall manage the process from design through construction and delivery of the South River Trail Enhancements, at Henrico’s sole cost for such project management services. Henrico shall use commercially reasonable efforts to complete the South River Trail Enhancements contemporaneously with completion of the improvements to be constructed by Henrico on the Henrico Property, subject to delays by the County in approving the design and budget for South River Trail Enhancements and delays caused by fundraising shortfalls, if any, in the event the final approved budget for the South River Trail Enhancements exceeds the Henrico Contribution. Following completion of the South River Trail Enhancements, County shall undertake and continue to be responsible for, at County’s sole cost and expense, any maintenance, repair and replacement of the trail system located on the County Property and the IPD Connector Trail. The CEO of the County and the Executive Assistant of the County shall have the authority to negotiate and decide upon such details for the IPD Connector Trail and other South River Trail Enhancements as described above.

5. Floodplain Compensation. County acknowledges that the construction of slopes, access roads, abutments, bridges and other improvements within the East Bridge Permanent Easement Area and the West Bridge Permanent Easement Area, as well as construction of the intended improvements on the Henrico Property, will require excavation within floodplain areas. County further acknowledges and agrees that the improvements to be constructed within the East Bridge Permanent Easement Area and the West Bridge Permanent Easement Area as provided herein are intended to be and shall be an integrated part of the overall development of the Henrico Property, which is an expansion of the existing project owned by Henrico’s affiliate, BPG Atlanta I PropCo, LLC, on adjacent property identified by Tax Parcel No. 15 079 01 018 (the “Phase I Project”). Accordingly, County has determined that, in accordance with its standard permitting processes for the work being requested by Henrico on the Henrico Property, for purposes of Section 14-40(b)(13) and related ordinances of the DeKalb County, Georgia Code of Ordinances, a portion of the floodplain acreage of the County Property, such portion comprising 65.21 acres, more or less, and the floodplain acreage of the Phase I Project, comprising 7.61 acres, more or less, shall be included in the overall floodplain acreage for the development on the Henrico Property for purposes of calculating floodplain compensation for such excavation activity.



6. Reciprocal Indemnity. Each of the parties (as to County, only to the extent permitted by law) hereto hereby agree to indemnify and hold each 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 acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

7. Time of the Essence. Time is of the essence of this Agreement.

8. Ownership.

8.1 Warranty of Title. County covenants and warrants that it is the owner in fee simple of the County Property and that it has a good and lawful right to convey these easements unto Henrico. County and its successors and assigns hereby warrant and shall defend the right and title to the above-described easements unto Henrico, its successors and assigns against the lawful claims of all persons claiming by, through or under County, as the case may be; provided, however, that if County is required to defend against an action challenging the authority of County to convey these easements, Henrico shall be responsible for the cost of County's attorney's fees in any such defense (whether suit is filed or not) up to \$100,000.00. Henrico covenants and warrants that it is the owner in fee simple of the Henrico Property and that it has a good and lawful right to convey these easements unto the County. Henrico and its successors and assigns hereby warrant and shall defend the right and title to the above-described easements unto County, its successors and assigns against the lawful claims of all persons claiming by, through or under Henrico as the case may be.

8.2 Subordination of Liens. The parties agree that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon the Parcels shall be subordinate and inferior to the easements created by this Agreement, and upon request from the either Owner, the other Owner shall secure a subordination agreement from the holder thereof confirming the foregoing.

9. Amendment; Governing Law. Henrico and County hereby agree that only upon the written consent of all parties hereto and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

10. 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.

11. 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.

12. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of County and Henrico and their respective successors and assigns. Notwithstanding the foregoing, 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. 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 (including any successor by virtue of a foreclosure action) 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, and be a burden upon, the County Property and the Henrico Property, and shall run with title to, and be appurtenant to, such Parcels.

13. Limitation of Liability. So long as County is the Owner of the County Property, no recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of County contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a governing body, officer, or employee, as such, in his/her individual capacity, past, present, or future, of County, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that, as to County, this Agreement is solely a corporate obligation of County payable only from the funds and assets of County herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a governing body, officer, or employee, as such, past, present, or future, of County, and that all personal liability of that character against every such member of a governing body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released.

14. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon personal delivery or upon

being deposited with a professional overnight courier service or 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 of a Parcel at the address set forth under the signature of such party to this Agreement, however, any party may change its address for notices by giving notice to the other party in the manner provided in this Section.

15. 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 of a Parcel, 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.

[Signatures Begin on Following Page]

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:

**COUNTY:**

**DEKALB COUNTY, GEORGIA**, a political  
subdivision of the State of Georgia

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My Commission Expires:

Title: \_\_\_\_\_

\_\_\_\_\_  
(NOTARY SEAL)

Address: 1300 Commerce Drive  
Sixth Floor  
Attn: Executive Assistant  
Decatur, GA 30030

[Signatures Continued on Following Page]

[Signatures Continued from Preceding Page]

Signed, sealed and delivered  
in the presence of:

**HENRICO 183, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Name: Peter Rumbold  
Title: Authorized Signatory

\_\_\_\_\_  
Notary Public

My Commission Expires:

Address: c/o Blackhall Studios  
1415 Constitution Road  
Atlanta, Georgia 30316  
Attention: Peter Rumbold

\_\_\_\_\_  
(NOTARY SEAL)

EXHIBIT "A"  
HENRICO PROPERTY

EXHIBIT "A"

**TRACT 1:**

All that tract or parcel of land lying and being in Land Lot 78 of the 5th District, DeKalb County, Georgia, being more particularly described as follows:

**TO FIND THE TRUE POINT OF BEGINNING, COMMENCE** at an iron pin found (1/2" rebar) located at the common property corner of Now of Formerly 1985 Market Drive, LLC (as recorded in Deed Book 15175, page 684, DeKalb County, Georgia Records) and Now or Formerly Market Drive, LLC (as recorded in Deed Book 19177, page 623, DeKalb County, Georgia Records), said iron pin found also being located at the southwesterly terminus of the right-of-way of Market Drive (having a 60' width public right-of-way); thence leave said common property corner and run southwesterly along the common property line of said 1985 Market Drive, LLC and Market Drive, LLC S70°17'58"W a distance of 359.47 feet to an iron pin found located at the common property corner of the property described herein and 1985 Market Drive, LLC, Market Drive, LLC, and property of Now or Formerly DeKalb County, Georgia (as recorded in Deed Book 19717, page 603, DeKalb County, Georgia Records), said iron pin found being the **TRUE POINT OF BEGINNING**.

**FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED**, thence leave said common property corner and run northwesterly along the common property line of the property herein described with the aforesaid DeKalb County, Georgia property N86°52'03"W a distance of 687.34 feet to a point; thence continue to run along said common property line N01°38'42"E a distance of 829.78 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located on the southerly right-of-way line of Constitution Road (having a variable width public right-of-way); thence leave said common property line and run easterly along said southerly right-of-way line of Constitution Road S89°07'13"E a distance of 354.52 feet to an iron pin found (1/2" rebar) located at the common property corner of the property described herein and aforesaid property of 1985 Market Drive, LLC; thence leave said southerly right-of-way line and run southeasterly along the common property line of the property described herein with the property of 1985 Market Drive, LLC S19°40'21"E a distance of 914.96 feet to an iron pin found (1/2" rebar) located at the common property corner of the property described herein and 1985 Market Drive, LLC, Market Drive, LLC, and the property of DeKalb County, Georgia, said iron pin found being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 10.031 acres.

**TRACT 2:**

All that tract or parcel of land lying and being in Land Lots 52 and 77 of the 5th District, DeKalb County, Georgia, being more particularly described as follows:

**BEGINNING** at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the southwestern most corner of the terminus of the right-of-way line of International Park Drive (having an 80' width public right-of-way), said iron pin set being the **TRUE POINT OF BEGINNING**.

**FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED**, thence leave said southwestern most corner of said right-of-way and run N75°22'40"E a distance of 79.99 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the southeastern most terminus of aforesaid right-of-way of International Park Drive; thence leave said southeastern most corner of said right-of-way and run S14°36'50"E a distance of 471.05 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S89°58'46"W a distance of 82.67 feet to an iron pin found (1/2" rebar); thence run N14°36'50"W a distance of 450.15 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the southwestern most corner of the terminus of the right-of-way line of International Park Drive, said iron pin set being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.846 acre.

**TRACT 3:**

All that tract or parcel of land lying and being in Land Lots 50, 51 and 52 of the 15th District, DeKalb County, Georgia, being more particularly described as follows:

**BEGINNING** at a concrete monument found at the intersection of the northwesterly right-of-way line of I-285 (having a variable width public right-of-way) with the northeasterly right-of-way line of Southern Railroad right-of-way line (an apparent 150' width right-of-way), said concrete monument found being the **TRUE POINT OF BEGINNING**.

**FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED**, thence leave said intersection and run northwesterly along said northeasterly right-of-way line of Southern Railroad the following courses and distances: along the arc of a curve to the left, an arc distance of 387.65 feet to a point, said curve having a radius of 1,393.63 feet and being subtended by a chord bearing N47°27'48"W and a chord distance of 386.40 feet; N53°07'00"W a distance of 184.18 feet to a point; along the arc of a curve to the right, an arc distance of 652.90 feet to a point, said curve having a radius of 1,479.70 feet and being subtended by a chord bearing N42°41'10"W and a chord distance of 647.62 feet; N32°58'51"W a distance of 300.80 feet, more or less, to a point located at the intersection of said northeasterly right-of-way line with the centerline of South River; thence leave said intersection and run generally northeasterly and southeasterly along the centerline of South River, and following the meanderings thereof, for a distance of 5,605.2 feet, more or less, to a point (said creek following a traverse line as follows: N32°20'45"E a distance of 235.93 feet to a point; N36°24'17"E a distance of 123.33 feet to a point; N35°35'15"E a distance of 330.50 feet to a point; N42°29'50"E a distance of 91.33 feet to a point; N49°49'51"E a distance of 175.06 feet to a point; N57°58'30"E a distance of 115.02 feet to a point; N49°04'58"E a distance of 266.58 feet to a point; N62°53'24"E a distance of 81.94 feet to a point; N88°58'05"E a distance of 118.00 feet to a point; S87°47'04"E a distance of 287.14 feet to a point; S85°22'43"E a distance of 109.67 feet to a point; S83°00'09"E a distance of 99.46 feet to a point; S86°54'28"E a distance of 161.24 feet to a point; S89°23'25"E a distance of 283.87 feet to a point; S86°04'25"E a distance of 45.99 feet to a point; S66°05'39"E a distance of 99.88 feet to a point; S73°54'04"E a distance of 325.57 feet to a point; S85°42'43"E a distance of 340.95 feet to a point; N73°10'46"E a distance of 154.65 feet to a point; N55°51'10"E a distance of 156.42 feet to a point; N83°20'37"E a distance of 157.67 feet to a point; N85°39'18"E a distance of 105.28 feet to a point; N52°12'57"E a distance of 135.17 feet to a point; S88°56'00"E a distance of 49.53 feet to a point; S69°40'20"E a distance of 146.00 feet to a point; S76°17'18"E a distance of 666.60 feet to a point; S75°20'14"E a distance of 570.47 feet to a point; S78°18'43"E a distance of 44.82 feet to a point; S76°42'44"E a distance of 127.18 feet to a point at the northerly right of way of I-285; thence leave said river centerline and along said northerly right-of-way line the following courses and distances: S57°34'53"W a distance of 567.82 feet, more or less, to a point; S39°50'12"W a distance of 131.24 feet to a point; S66°23'35"W a distance of 359.03 feet to a point; thence along the arc of a curve to the left, an arc distance of 153.30 feet to a point, said curve having a radius of 5144.40 feet and being subtended by a chord bearing S54°11'13"W and a chord distance of 153.29 feet to a point; S44°15'25"W a distance of 313.88 feet to a point; S39°58'58"W a distance of 146.29 feet to a point; S60°07'39"W a distance of 279.51 feet to a point; S49°49'21"W a distance of

234.52 feet to a point; S40°10'39"E a distance of 20.00 feet to a point; thence along the arc of a curve to the right, an arc distance of 236.20 feet to a point, said curve having a radius of 1450.00 feet and being subtended by a chord bearing S54°29'21"W and a chord distance of 235.94 feet to a point; S77°39'12"W a distance of 280.34 feet to a concrete monument found; S89°59'44"W a distance of 461.53 feet to a concrete monument found; S77°43'43"W a distance of 274.18 feet to a concrete monument found; S77°23'07"W a distance of 1,063.46 feet to a concrete monument found located at the intersection of the northwesterly right-of-way line of I-285 with the northeasterly right-of-way line of Southern Railroad right-of-way line, said concrete monument found being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 154.887 acres, more or less.



## EXHIBIT "B"

### COUNTY PROPERTY

#### DeKalb County Parcel

All that tract or parcel of land lying and being in Land Lots 50, 51, 52, 78 and 79 of the 15<sup>th</sup> District of DeKalb County, Georgia being more particularly described as follows:

To find the **POINT OF BEGINNING**, commence at the intersection of the northeasterly line of Southern Railway Company 150' right-of-way and the northwesterly line of Interstate 285 and Northwest Ramp to Interstate 675; run thence along said Southern Railway right-of-way the following courses and distances; along a curve to the left, said curve having a radius of 1395.63 feet, a distance of 387.64 feet along said curve, (said curve being subtended by a chord direction of North 47°28'22" West and a chord length of 386.40 feet) to a point; thence North 53°07'34" West a distance of 184.18 feet to a Point; thence along a curve to the right, said curve having a radius of 1479.70 feet, a distance of 653.04 feet along said curve (said curve being subtended by a chord direction of North 42°43'41" West and a chord length of 647.75 feet) to a point; thence North 32°59'25" West a distance of 326.37 feet to a Point "A" at the centerline of the South River, said point being the **POINT OF BEGINNING**; run thence along the centerline of South River a distance of 5,962.02' +/- to a Point "B" at the intersection of the westerly right-of-way of Interstate 285, to reach Point "B" from Point "A" run the following courses and distances along a survey tie line: North 42°15'56" East a distance of 1326.41 feet to a Point; thence South 89°35'56" East a distance of 1178.79 feet to a Point; thence South 76°35'43" East a distance of 677.83 feet to a Point; thence North 72°41'33" East a distance of 800.96 feet to a Point; thence South 76°10'02" East a distance of 1942.05 feet to Point "B"; run thence North 48 degrees 16 minutes 20 seconds East a distance of 866.09 feet to a Point; run thence North 00 degrees 22 minutes 14 seconds West a distance of 315.93 feet to a Point; run thence North 89 degrees 29 minutes 50 seconds West a distance of 904.40 feet to a Point; run thence South 00 degrees 27 minutes 29 seconds West a distance of 214.67 feet to a Point; run thence North 90 degrees 00 minutes 00 seconds West a distance of 1304.00 feet to a Point; run thence North 16 degrees 23 minutes 00 seconds West a distance of 48.51 feet to a Point; run thence North 89 degrees 14 minutes 35 seconds West a distance of 1703.56 feet to a Point; run thence North 00 degrees 00 minutes 00 seconds East a distance of 25.00 feet to a Point; run thence along the arc of a curve to the right, said arc being subtended by a radius of 547.97 feet, chord bearing of North 76 degrees 15 minutes 00 seconds West and a chord distance of 260.50 feet, for a distance of 263.02 feet to a point; run thence North 62 degrees 30 minutes 00 seconds West a distance of 189.33 feet to a Point; run thence North 00 degrees 00 minutes 00 seconds East a distance of 68.00 feet to a Point; run thence along the arc of a curve to the left, said arc being subtended by a radius of 597.97 feet, chord bearing of North 45 degrees 27 minutes 17 seconds East, a chord distance of 381.59 feet, for a distance of 388.38 feet to a point; run thence North 26 degrees 50 minutes 52 seconds East a distance of 107.14 feet to a Point; run thence along the arc of a curve to the left, said arc being subtended by a radius of 547.98 feet, chord bearing of North 47 degrees 20 minutes 52 seconds East, chord distance of 383.81 feet, for a distance of

392.12 feet; run thence North 67 degrees 50 minutes 51 seconds East a distance of 30.12 feet to a Point; run thence North 22 degrees 09 minutes 08 seconds West a distance of 30.00 feet to a Point; run thence North 67 degrees 50 minutes 52 seconds East a distance of 250.15 feet to a Point; run thence North 21 degrees 10 minutes 32 seconds West a distance of 96.03 feet to a Point; run thence South 67 degrees 50 minutes 13 seconds West a distance of 239.49 feet to a Point; run thence along the arc of a curve to the left, said arc being subtended by a radius of 493.34 feet, chord bearing of South 49 degrees 22 minutes 36 seconds West, a chord distance of 312.41 feet, for a distance of 317.88 feet to a point; run thence North 70 degrees 18 minutes 59 seconds West a distance of 9.44 feet to a Point; run thence along the arc of a curve to the left, said arc being subtended by a radius of 470.84 feet, chord bearing North 00 degrees 00 minutes 36 seconds East, chord distance of 317.00 feet, for a distance of 323.31 feet to a point; run thence North 19 degrees 39 minutes 40 seconds West a distance of 331.68 feet to a Point; run thence North 86 degrees 39 minutes 10 seconds West a distance of 687.34 feet to a Point; run thence North 01 degrees 46 minutes 40 seconds East a distance of 829.80 feet to a Point; run thence North 88 degrees 42 minutes 52 seconds West a distance of 352.62 feet to a Point; run thence South 01 degrees 40 minutes 51 seconds West a distance of 646.28 feet to a Point; run thence South 15 degrees 32 minutes 39 seconds East a distance of 599.34 feet to a Point; run thence South 61 degrees 35 minutes 34 seconds East a distance of 66.29 feet to a Point; run thence South 36 degrees 01 minutes 28 seconds East a distance of 55.63 feet to a Point; run thence South 41 degrees 21 minutes 56 seconds East a distance of 49.47 feet to a Point; run thence South 10 degrees 18 minutes 46 seconds East a distance of 37.63 feet to a Point; run thence South 09 degrees 07 minutes 52 seconds East a distance of 105.10 feet to a Point; run thence South 05 degrees 09 minutes 34 seconds East a distance of 68.67 feet to a Point; run thence South 07 degrees 21 minutes 53 seconds West a distance of 48.80 feet to a Point; run thence South 16 degrees 15 minutes 24 seconds West a distance of 27.52 feet to a Point; run thence South 16 degrees 17 minutes 11 seconds West a distance of 71.81 feet to a Point; run thence South 11 degrees 26 minutes 11 seconds West a distance of 46.16 feet to a Point; run thence South 22 degrees 18 minutes 00 seconds West a distance of 99.39 feet to a Point; run thence South 54 degrees 14 minutes 41 seconds West a distance of 55.42 feet to a Point; run thence North 44 degrees 14 minutes 27 seconds West a distance of 113.14 feet to a Point; run thence South 72 degrees 27 minutes 51 seconds West a distance of 121.50 feet to a Point; run thence South 67 degrees 50 minutes 25 seconds West a distance of 169.03 feet to a Point; run thence North 81 degrees 22 minutes 54 seconds West a distance of 141.70 feet to a Point; run thence South 62 degrees 31 minutes 48 seconds West a distance of 53.27 feet to a Point; run thence North 74 degrees 40 minutes 39 seconds West a distance of 28.69 feet to a Point; run thence North 46 degrees 31 minutes 03 seconds West a distance of 65.53 feet to a Point; run thence North 89 degrees 06 minutes 20 seconds West a distance of 57.61 feet to a Point; run thence South 88 degrees 40 minutes 47 seconds West a distance of 108.67 feet to a Point; run thence North 26 degrees 52 minutes 58 seconds West a distance of 73.09 feet to a Point; run thence South 79 degrees 46 minutes 06 seconds West a distance of 132.13 feet to a Point; run thence South 56 degrees 58 minutes 43 seconds West a distance of 116.42 feet to a Point; run thence South 74 degrees 38 minutes 55 seconds West a distance of 120.56 feet to a Point; run thence South 81 degrees 58 minutes 29 seconds West a distance of 53.40 feet to a Point;

7

run thence North 20 degrees 55 minutes 13 seconds West a distance of 46.07 feet to a Point; run thence North 66 degrees 55 minutes 41 seconds West a distance of 44.89 feet to a Point; run thence North 46 degrees 53 minutes 26 seconds West a distance of 56.26 feet to a Point; run thence South 00 degrees 54 minutes 12 seconds West a distance of 308.19 feet to a Point; run thence North 89 degrees 23 minutes 20 seconds West a distance of 456.05 feet to a Point; run thence North 00 degrees 46 minutes 41 seconds East a distance of 329.43 feet to a Point; run thence South 89 degrees 11 minutes 17 seconds West a distance of 552.08 feet to a Point; run thence South 32 degrees 59 minutes 25 seconds East a distance of 223.22 feet to a Point; run thence South 89 degrees 23 minutes 26 seconds East a distance of 35.92 feet to a Point; run thence South 32 degrees 59 minutes 25 seconds East a distance of 1856.82 feet to a Point being the POINT OF BEGINNING.

Said tract containing 142.26 acres or 6,197,007 square feet more or less, as shown on a Boundary Survey for DeKalb County Parks & Recreation, dated September 26, 2006, by Perimeter Surveying & Development Company.

M

EXHIBIT "C"

DEPICTION OF EAST BRIDGE EASEMENT AREAS

**EASEMENT EXHIBIT FOR:  
HENRICO 183, LLC**

**(EAST BRIDGE EXHIBIT)  
LOCATED IN LAND LOT 52  
15th DISTRICT  
DEKALB COUNTY, GEORGIA  
JULY 15, 2022  
PROJECT #19071**

**CLOSURE STATEMENT**

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 1 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 130,740. IT HAS BEEN ADJUSTED USING THE LEAST SQUARES METHOD.

THE DATA SHOWN ON THIS EXHIBIT HAS A CLOSURE PRECISION RATIO OF 1 IN 89,589 (PERMANENT EASEMENT) AND 1 IN 131,098 (TEMPORARY EASEMENT).

**GENERAL NOTES**

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S3 ROBOTIC TOTAL STATION.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS. THE EQUIPMENT USED WAS AN IGS3 STATIC GNSS RECEIVER. THE DATA COLLECTED WAS UPLOADED TO THE NATIONAL GEODETIC SURVEYS' (NGS) ONLINE POSITIONING USER SERVICE (OPUS) AND THE RESULTING COORDINATES WERE COMPUTED BY SOFTWARE FOR NGS' CONTINUOUSLY OPERATING REFERENCE STATION (CORS) NETWORK. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83)(2011)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)(GEOID12B). ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

THE FIELD WORK WAS COMPLETED ON SEPTEMBER 24, 2019 AND SUBSEQUENTLY ON DECEMBER 9, 2020.

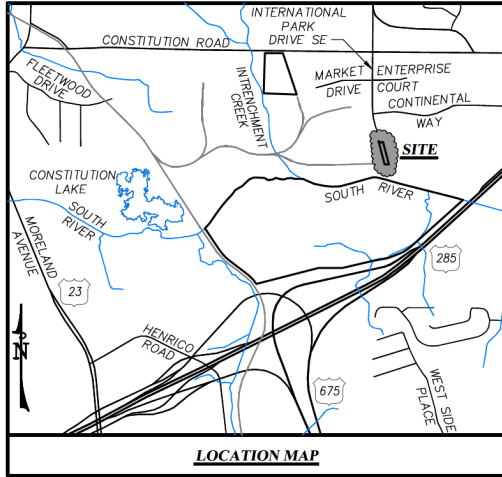
ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS OTHERWISE NOTED.

THE PURPOSE OF THIS EXHIBIT IS TO DEPICT AND DESCRIBE THE PROPOSED EASEMENTS SHOWN HEREON. SOME UTILITIES, INFRASTRUCTURE, AND/OR SITE FEATURES MAY EXIST THAT ARE NOT SHOWN (FOR EXHIBIT CLARITY).

THIS IS NOT A RETRACEMENT SURVEY.

DIMENSIONS SHOWN ARE MEASURED FROM RIGHT OF WAY TO RIGHT OF WAY (UNLESS OTHERWISE NOTED)

REFERENCE: ALTA/NSPS LAND TITLE SURVEY PREPARED FOR HENRICO 183, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, BY GUNNIN LAND SURVEYING, LLC, LAST REVISED JANUARY 8, 2021.



**REVISION #1 (07.15.2022)**  
UPDATE EXTENT OF TEMPORARY CONSTRUCTION EASEMENT

**ABBREVIATIONS**

BC	BACK OF CURB
C&G	CURB AND GUTTER
C.L.	CENTERLINE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
CPP	COATED PLASTIC PIPE
CTP	CRIMPED TOP PIPE FOUND
DB	DEED BOOK
EP	EDGE OF PAVEMENT
IPS	1/2" REBAR SET
IPF	1/2" REBAR FOUND
LL	LAND LOT
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE FOUND
PB	PLAT BOOK
PG.	PAGE
P.L.	PROPERTY LINE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RCP	REINFORCED CONCRETE PIPE
RWM	RIGHT-OF-WAY MONUMENT
R/W	RIGHT OF WAY
w/CAP	WITH CAP

SHEET 1 OF 2

**GUNNIN  
SURVEY**

141 Railroad Street, Suite 116 | www.gunninsurvey.com  
Canton, Georgia 30114 | 678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC



EXHIBIT "D"

DEPICTION OF WEST BRIDGE EASEMENT AREAS

**EASEMENT EXHIBIT FOR:  
HENRICO 183, LLC**

**(WEST BRIDGE EXHIBIT)  
LOCATED IN LAND LOTS 51, 78 AND 79  
15th DISTRICT  
DEKALB COUNTY, GEORGIA  
JULY 15, 2022  
PROJECT #19071**

**CLOSURE STATEMENT**

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 1 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 130,740. IT HAS BEEN ADJUSTED USING THE LEAST SQUARES METHOD.

THE DATA SHOWN ON THIS EXHIBIT HAS A CLOSURE PRECISION RATIO OF 1 IN 188,752 (PERMANENT EASEMENT) AND 1 IN 1,098,245 (TEMPORARY EASEMENT).

**GENERAL NOTES**

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S3 ROBOTIC TOTAL STATION.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS. THE EQUIPMENT USED WAS AN IG3s STATIC GNSS RECEIVER. THE DATA COLLECTED WAS UPLOADED TO THE NATIONAL GEODETIC SURVEYS' (NGS) ONLINE POSITIONING USER SERVICE (OPUS) AND THE RESULTING COORDINATES WERE COMPUTED BY SOFTWARE FOR NGS' CONTINUOUSLY OPERATING REFERENCE STATION (CORS) NETWORK. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83)(2011)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)(GEOID12B). ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

THE FIELD WORK WAS COMPLETED ON SEPTEMBER 24, 2019 AND SUBSEQUENTLY ON DECEMBER 9, 2020.

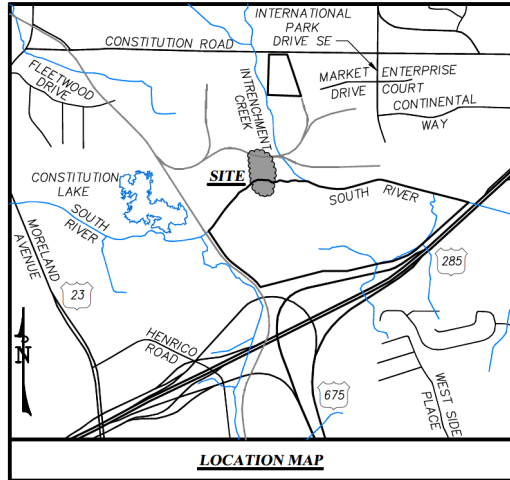
ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS OTHERWISE NOTED.

THE PURPOSE OF THIS EXHIBIT IS TO DEPICT AND DESCRIBE THE PROPOSED EASEMENTS SHOWN HEREON. SOME UTILITIES, INFRASTRUCTURE, AND/OR SITE FEATURES MAY EXIST THAT ARE NOT SHOWN (FOR EXHIBIT CLARITY).

THIS IS NOT A RETRACEMENT SURVEY.

DIMENSIONS SHOWN ARE MEASURED FROM RIGHT OF WAY TO RIGHT OF WAY (UNLESS OTHERWISE NOTED)

REFERENCE: ALTA/NSPS LAND TITLE SURVEY PREPARED FOR HENRICO 183, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, BY GUNNIN LAND SURVEYING, LLC, LAST REVISED JANUARY 8, 2021.



**REVISION #1 (07.15.2022)**  
UPDATE EXTENT OF TEMPORARY CONSTRUCTION EASEMENT

**ABBREVIATIONS**

BC	BACK OF CURB
C&G	CURB AND GUTTER
C.L.	CENTERLINE
CMF	CONCRETE MONUMENT FOUND
CMF	CORRUGATED METAL PIPE
CONC.	CONCRETE
CPP	COATED PLASTIC PIPE
CTP	CRIMPED TOP PIPE FOUND
DB	DEED BOOK
EP	EDGE OF PAVEMENT
IPS	1/2" REBAR SET
IPF	1/2" REBAR FOUND
LL	LAND LOT
N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE FOUND
PB	PLAT BOOK
PG.	PAGE
P.L.	PROPERTY LINE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RCP	REINFORCED CONCRETE PIPE
RWM	RIGHT-OF-WAY MONUMENT
R/W	RIGHT OF WAY
w/CAP	WITH CAP

SHEET 1 OF 2



**GUNNIN  
SURVEY**

141 Railroad Street, Suite 116  
Canton, Georgia 30114

www.gunninsurvey.com  
678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC



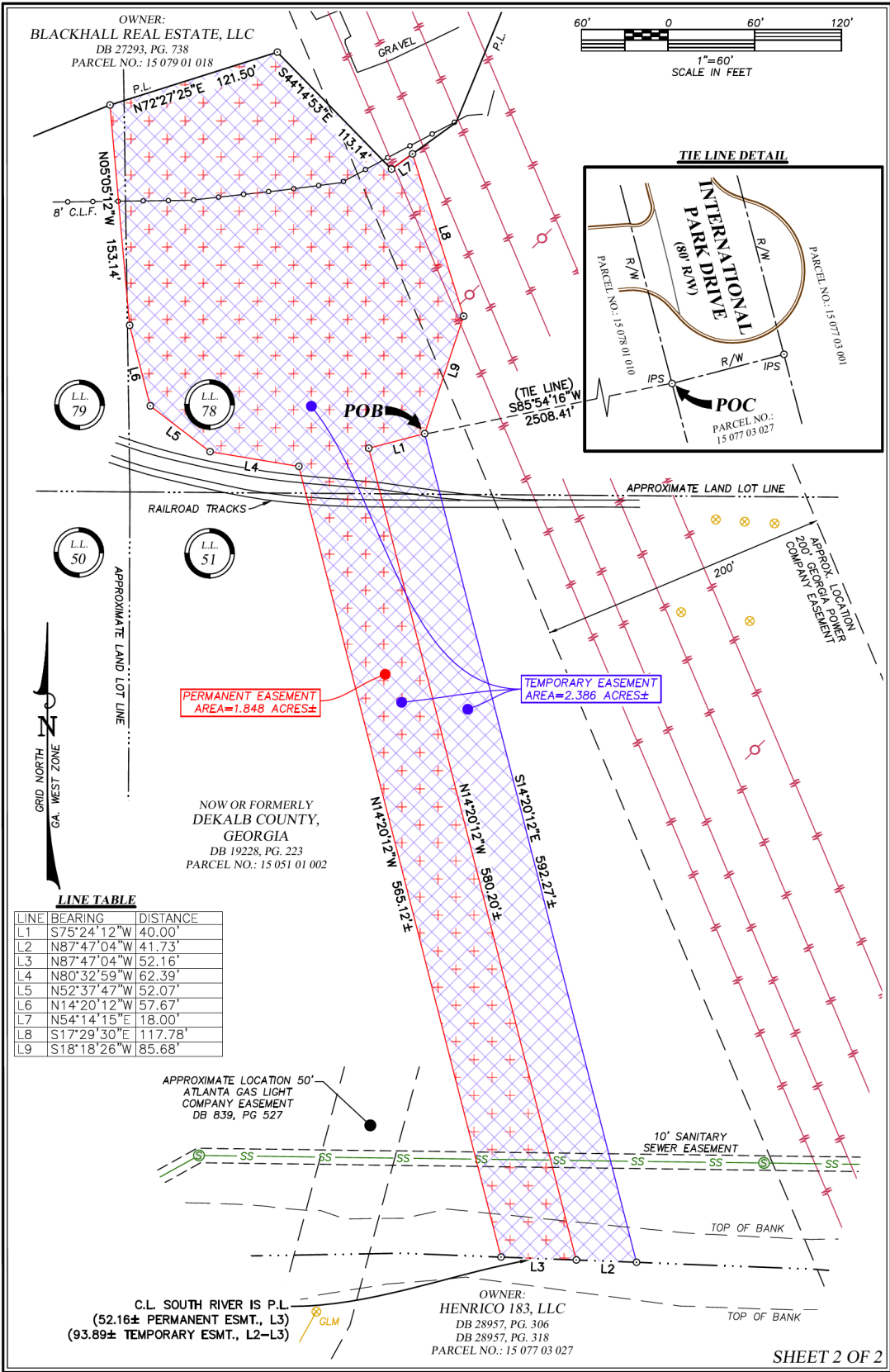


EXHIBIT "E"

LEGAL DESCRIPTIONS OF EASEMENT AREAS

East Bridge Temporary Construction Easement Area:

Written Description:

Constitution South- East Bridge Temporary Easement

All that tract or parcel of land lying and being in Land Lot 52 of the 15th District, DeKalb County, Georgia, and being more particularly described as follows:

**TO FIND THE TRUE POINT OF BEGINNING, COMMENCE** at a 1/2" rebar set at the southwest right of way corner of the terminus of International Park Drive (80' right of way); thence leaving said right of way S14°36'50"E for a distance of 450.15 feet to a 1/2" rebar found, said point being the **TRUE POINT OF BEGINNING**.

**FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;**

thence S89°58'46"E for a distance of 82.67 feet to a 1/2" rebar set; thence S14°36'50"E for a distance of 37.29 feet to a 1/2" rebar found; thence S14°36'32"E for a distance of 361.73 feet, more or less, to a point at the centerline of South River; thence along the centerline of South River, following the meanderings thereof, for a distance of 287.42 feet, more or less, to a point, said river following a traverse line as follows: N76°17'18"W for a distance of 90.87 feet to a point; N76°17'18"W for a distance of 170.25 feet to a point; N69°40'20"W for a distance of 26.30 feet to a point; thence leaving the centerline of said river N10°02'37"W for a distance of 320.10 feet, more or less to a point; thence S89°58'10"E for a distance of 150.85 feet to a 1/2" rebar found, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land contains 2.005 acres, more or less.

East Bridge Permanent Easement Area:

Written Description:

Constitution South- East Bridge Temporary Easement

All that tract or parcel of land lying and being in Land Lot 52 of the 15th District, DeKalb County, Georgia, and being more particularly described as follows:

**TO FIND THE TRUE POINT OF BEGINNING, COMMENCE** at a 1/2" rebar set at the southwest right of way corner of the terminus of International Park Drive (80' right of way); thence leaving said right of way S14°36'50"E for a distance of 450.15 feet to a 1/2" rebar found, said point being the **TRUE POINT OF BEGINNING**.

**FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;**

thence S89°58'46"E for a distance of 82.67 feet to a 1/2" rebar set; thence S14°36'50"E for a distance of 37.29 feet to a 1/2" rebar found; thence S14°36'32"E for a distance of 361.73 feet, more or less, to a point at the centerline of South River; thence along the centerline of South River, following the meanderings thereof, for a distance of 287.42 feet, more or less, to a point, said river following a traverse line as follows:

N76°17'18"W for a distance of 90.87 feet to a point; N76°17'18"W for a distance of 170.25 feet to a point; N69°40'20"W for a distance of 26.30 feet to a point; thence leaving the centerline of said river N10°02'37"W for a distance of 320.10 feet, more or less to a point; thence S89°58'10"E for a distance of 150.85 feet to a 1/2" rebar found, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land contains 2.005 acres, more or less.

West Bridge Temporary Construction Easement Area:

Written Description:

Constitution South- West Bridge Temporary Easement

All that tract or parcel of land lying and being in Land Lots 51, 78, and 79 of the 15th District, DeKalb County, Georgia, and being more particularly described as follows:

**TO FIND THE TRUE POINT OF BEGINNING, COMMENCE** at a 1/2" rebar set at the southwest right of way corner of the terminus of International Park Drive (80' right of way); thence leaving said right of way S85°54'16"W for a distance of 2508.41 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

**FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;**

thence S14°20'12"E for a distance of 592.27 feet, more or less, to a point at the centerline of South River; thence along the centerline of South River, following the meanderings thereof, for a distance of 93.89 feet, more or less, to a point, said river following a traverse line as follows:

N87°47'04"W for a distance of 41.73 feet to a point; N87°47'04"W for a distance of 52.16 feet to a point; thence leaving the centerline of said river N14°20'12"W for a distance of 565.12 feet, more or less, to a point; thence N80°32'59"W for a distance of 62.39 feet to a point; thence N52°37'47"W for a distance of 52.07 feet to a point; thence N14°20'12"W for a distance of 57.67 feet to a point; thence N05°05'12"W for a distance of 153.14 feet to a point; thence N72°27'25"E for a distance of 121.50 feet to a point; thence S44°14'53"E for a distance of 113.14 feet to a point; thence N54°14'15"E for a distance of 18.00 feet to a point; thence S17°29'30"E for a distance of 117.78 feet to a point; thence S18°18'26"W for a distance of 85.68 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land contains 2.386 acres, more or less.

West Bridge Permanent Easement Area

Written Description:

Constitution South- West Bridge Permanent Easement

All that tract or parcel of land lying and being in Land Lots 51, 78 and 79 of the 15th District, DeKalb County, Georgia, and being more particularly described as follows:

**TO FIND THE TRUE POINT OF BEGINNING, COMMENCE** at a 1/2" rebar set at the southwest right of way corner of the terminus of International Park Drive (80' right of way); thence leaving said right of way S85°54'16"W for a distance of 2508.41 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

**FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;**

thence S75°24'12"W for a distance of 40.00 feet to a point; thence S14°20'12"E for a distance of 580.20 feet, more or less, to a point at the centerline of South River; thence along the centerline of South River, following the meanderings thereof, for a distance of 52.16 feet, more or less, to a point, said river following a traverse line as follows:

thence N87°47'04"W for a distance of 52.16 feet to a point; thence leaving the centerline of said river N14°20'12"W for a distance of 565.12 feet, more or less, to a point; thence N80°32'59"W for a distance of 62.39 feet to a point; thence N52°37'47"W for a distance of 52.07 feet to a point; thence N14°20'12"W for a distance of 57.67 feet to a point; thence N05°05'12"W for a distance of 153.14 feet to a point; thence N72°27'25"E for a distance of 121.50 feet to a point; thence S44°14'53"E for a distance of 113.14 feet to a point; thence N54°14'15"E for a distance of 18.00 feet to a point; thence S17°29'30"E for a distance of 117.78 feet to a point; thence S18°18'26"W for a distance of 85.68 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land contains 1.848 acres, more or less.

EXHIBIT "F"

APPROXIMATE LOCATION OF IPD CONNECTOR TRAIL

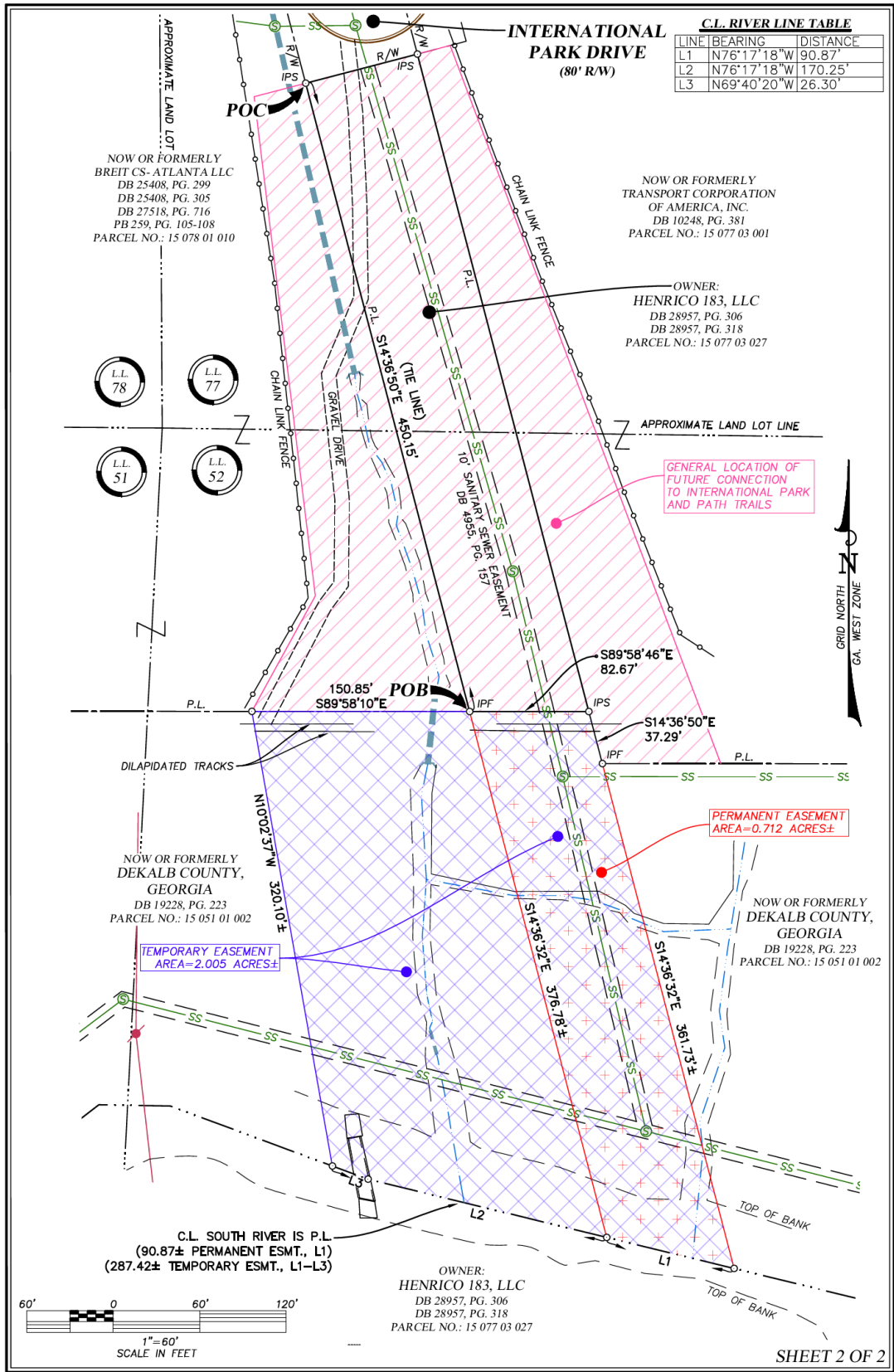


EXHIBIT "G"

APPROXIMATE BRIDGE SPECIFICATIONS, AS OF THE DATE OF THIS AGREEMENT

**East Bridge:**

The total length of roadway and East Bridge located on the County Property will be approximately 400 feet.

The total length of the East Bridge will be approximately 770 feet.

The approach to each end of the East Bridge will be via an earthen embankment with an asphalt roadway consisting of up to 4 lanes plus a sidewalk to tie into the bridge.

According to the current design, the East Bridge will have a width of approximately 60 feet and will include up to four (4) lanes plus a gutter and sidewalk on one side, and a shoulder on the other side.

There will be a concrete parapet (barrier) on either side of the East Bridge.

The bottom of the East Bridge beams will vary in height above ground between approximately 12 feet and 25 feet.

**West Bridge:**

The total length of roadway and West Bridge located on the County Property will be approximately 850 feet.

The total length of the West Bridge will be approximately 935 feet.

The approach to each end of the West Bridge will be via an earthen embankment with an asphalt roadway consisting of 2 lanes plus a sidewalk to tie into the bridge.

According to the current design, the West Bridge will have a width of approximately 40 feet and will include two (2) lanes plus a bike lane and sidewalk on one side, and a shoulder on the other side.

There will be a concrete parapet (barrier) on either side of the West Bridge.

The bottom of the West Bridge beams will vary in height above ground between approximately 30 feet and 40 feet.