

After Recording Return to:
Smith, Gambrell & Russell, LLP
Suite 3100, Promenade
1230 Peachtree Street, N.E.
Atlanta, GA 30309-3592
Attn: Thomas A. Spillman, Esq.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2018, by and between **FUQUA BCDC DECATUR CROSSING PROJECT OWNER, LLC**, a Georgia limited liability company (“Fuqua”), **NR DECATUR CROSSING PROPERTY OWNER II, LLC**, a Delaware limited liability company (“NR Decatur”), **SCOTT BOULEVARD SENIOR, L.P.**, a Georgia limited partnership (“Senior”), **DD SCOTT BLVD JV, LLC**, a Georgia limited liability company (“DD”), **JSF SCOTT BOULEVARD CMPI, LLC**, a South Carolina limited liability company (“JSF”), **ALDI INC. (GEORGIA)**, a Georgia corporation (“Aldi” and hereinafter collectively with Fuqua, NR Decatur, Senior, DD and JSF referred to as “Grantor”) and **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as “Grantee”).

W I T N E S S E T H :

WHEREAS, Fuqua is the owner of those certain tracts or parcels of land located in Dekalb County, Georgia, being more particularly described on **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Fuqua North Property”) and on **Exhibit “B”** attached hereto and by this reference made a part hereof (the “Fuqua South Property”, and collectively with the Fuqua North Property, the “Fuqua Property”); and

WHEREAS, NR Decatur is the owner of those certain tracts or parcels of land located in Dekalb County, Georgia, being more particularly described on **Exhibit “C”** attached hereto and by this reference made a part hereof (the “NR Decatur Property”); and

WHEREAS, Senior is the owner of those certain tracts or parcels of land located in Dekalb County, Georgia, being more particularly described on **Exhibit “D”** attached hereto and by this reference made a part hereof (the “Senior Property”); and

WHEREAS, DD is the owner of those certain tracts or parcels of land located in Dekalb County, Georgia, being more particularly described on **Exhibit “E”** attached hereto and by this reference made a part hereof (the “DD Property”); and

WHEREAS, JSF is the owner of those certain tracts or parcels of land located in Dekalb County, Georgia, being more particularly described on **Exhibit “F”** attached hereto and by this reference made a part hereof (the “JSF Property”); and

WHEREAS, Aldi is the owner of those certain tracts or parcels of land located in Dekalb County, Georgia, being more particularly described on **Exhibit “G”** attached hereto and by this reference made a part hereof (the “Aldi Property”); and collectively with the Fuqua Property, NR Decatur Property, Senior Property, DD Property and JSF Property, the “Grantor Property”); and

WHEREAS, Grantee owns and operates certain sewer lines within Dekalb County, Georgia, and Grantor desires to convey to Grantee an easement over portions of the Grantor Property for the purpose of construction of connections to and use of certain private underground sewer lines located on the Grantor Property as provided herein; and

WHEREAS, the parties desire to memorialize the foregoing and certain other agreements between them as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Sewer Easement to Grantee. Grantor hereby establishes, creates and reserves for the benefit of Grantee, with respect to, and as a burden upon, the Grantor Property (i) a perpetual non-exclusive easement in, under, through and across the area depicted as “20’ Sanitary Sewer Easement (Private Sewer)” on **Exhibit “H”** attached hereto and by this reference made a part hereof (the “Sewer Line Easement Area”) to use, along with Grantor, the private underground sewer lines located or to be located on the Sewer Line Easement Area, including without limitation such gates, valves, pipes, lines, grates, culverts and other similar equipment, as may be reasonably necessary for Grantee to utilize the such sewer lines (collectively, the “Sewer Facilities”) and (ii) a perpetual non-exclusive easement to enter upon the Sewer Line Easement Area for the purposes of maintaining and repairing the Sewer Facilities located therein. In the event Grantee performs maintenance or repairs to the Sewer Facilities, Grantee shall be obligated, at its sole cost and expense, to fully repair and restore any portion of the Grantor Property disturbed or damaged as a result of such maintenance and repair activities. Grantor shall be entitled, from time to time, to relocate the Sewer Line Easement Area, provided that the relocation of the Sewer Line Easement Area does not materially and adversely affect Grantee. Notwithstanding anything to the contrary contained in this Agreement, Grantee shall at no time (i) block access (except in the case of an emergency, in which case Grantee will use its best efforts to ensure that vehicular traffic may still access the Grantor Property using the then existing driveways and curb cuts) or visibility to the Grantor Property, (ii) obstruct or interfere with the business operations on the Grantor Property, or (iii) store construction vehicles or materials on the Grantor Property. Grantor may use the Sewer Line Easement Area for all purposes not inconsistent with the full enjoyment of the rights granted to Grantee hereunder.

2. Grant of Temporary Construction and Maintenance Easement to Grantee. Fuqua hereby grants, bargains and conveys to Grantee, its agents, contractors, employees, successors and assigns, a temporary, non-exclusive, easement (the “Temporary Construction Easement”)

over, across, under and through that portion of the Fuqua South Property as may be reasonably necessary to construct connections to and tie into and utilize the Sewer Facilities together with the perpetual right to maintain and repair such connections to the Sewer Facilities constructed by Grantee. The Temporary Construction Easement shall commence on the date of this Agreement and shall expire upon the constructions of connections to the Sewer Facilities by Grantee.

3. Abandonment of Easements. Grantor and Grantee acknowledge and agree that the Grantor Property is affected by existing sewer easements as more particularly shown on **Exhibit “I”** attached hereto and by this reference made a part hereof (collectively, the “Abandoned Sanitary Sewer Easements”). The Abandoned Sanitary Sewer Easements, and any other rights in and to the Grantor Property, including, without limitation, rights under those certain documents or instruments recorded in Deed Book 1988, Page 166, Records of DeKalb County, Georgia, Plat Book 15, Page 79, aforesaid records, Deed Book 25239, Page 260, aforesaid records, have been and are hereby abandoned and terminated. In the event any party requires further evidence or instruments to evidence the abandonment or termination of such easement, Grantee and each owner of the Grantor Property shall use all reasonable efforts to obtain such further evidence or instruments.

4. Covenants Run with the Land. All provisions of this Agreement, including all benefits and burdens, shall run with the Grantor Property and are binding upon and inure to the benefit of all parties having any right, title or interest in and to any portion of or interest in the Grantor Property.

5. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement between the Grantor and the Grantee, and there are no other agreements or understandings, either oral or written, between them concerning the subject matter of this Agreement other than those herein set forth. No amendment, change, waiver or modification to this Agreement shall be binding upon the parties hereto, unless in writing and signed by the parties hereto.

6. Headings. The headings and captions herein are inserted only as a matter of convenience and may not be considered as interpreting the provisions of this Agreement.

7. Binding Effect. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the representatives, heirs, successors, and assigns of the parties hereto.

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

9. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original and shall be construed together and shall constitute one instrument. In the event the parties hereto execute and deliver this Agreement by signing and delivery by facsimile transmission, such signing and delivery of

facsimile signatures shall be effective and shall have the same effect as if original signatures were delivered and each such party signing and delivering by facsimile transmission shall immediately thereafter provide original signed copies to the other parties hereto.

11. Construction. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

12. Third Parties. Except as otherwise specifically provided for to the contrary herein, the terms of this Agreement are for the sole benefit of the parties hereto and their successors and assigns and shall not confer any rights in any other party and no other party shall be entitled to rely thereon.

13. Governing Law. The interpretation, enforcement and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

14. Relationship of the Parties. Nothing set forth in this Agreement shall be construed as creating a partnership, joint venture, franchise, or agency relationship between the parties hereto, and neither party shall be generally liable for the debts or obligations of the other party.

15. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

16. Power and Authority. Each party represents and warrants to the other parties that they have all requisite power and authority to enter into this Agreement and convey the rights granted hereunder.

17. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public, or for any public use or purpose whatsoever.

18. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

19. Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or, remedies which a party may have hereunder by reason of any such breach.

20. Non-Waiver. The failure of any-party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

21. Notices. Any notice required or permitted to be delivered hereunder shall be in writing, signed by the party giving such notice or its attorney at law and shall be deemed to be delivered, whether or not actually received, (a) when the same has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party to whom such notice is sent, (b) when deposited for overnight delivery with a nationally recognized express mail carrier service such as FedEx or DHL, or (c) when personally delivered by commercial courier service or other messenger. For purposes of delivering notice, the addresses of the parties shall be as follows:

FUQUA: c/o Fuqua Development
15 Piedmont Center
3575 Piedmont Drive NE, Suite 800
Atlanta, Georgia 30305
Attention: Jeffrey S. Fuqua
Attention: Heather Correa

With a copy to:
Eversheds Sutherland (US) LLP
999 Peachtree Street NE, Suite 2300
Atlanta, GA 30309
Attn: James B. Jordan, Esq.

NR DECATUR: c/o Northwood Ravin, LLC
1057 East Morehead Street
Charlotte, NC 28294
Attention: David Ravin

With a copy to:
Parker Poe Adams & Bernstein LLP
Three Wells Fargo Center
401 S. Tyron Street, Suite 300
Charlotte, NC 28202
Attention: Brent Milgrom, Jr.

SENIOR: c/o Columbia Residential, LLC
1718 Peachtree St. NW, Suite 684
South Tower
Atlanta, GA 30309
Attention: James S. Grauley

With a copy to:
Hunter, Maclean, Exley & Dunn, P.C.

200 E. St. Julian Street (31401)
P.O. Box 9848
Savannah, GA 31412
Attn: Edward O. Henneman, Jr., Esq.

DD: c/o Davis Development
403 Corporate Center Drive, Suite 201
Stockbridge, Georgia 30281
Attention: Fred S. Hazel

With a copy to:
c/o Davis Development
403 Corporate Center Drive, Suite 201
Stockbridge, Georgia 30281
Attention: Lance Chernow

JSF: Johnson Development Associates, Inc.
100 Dunbar Street, Suite 400
Spartanburg, South Carolina 29306
Attention: President, Self-Storage Division

With a copy to:
Johnson Development Associates, Inc.
100 Dunbar Street, Suite 400
Spartanburg, South Carolina 29306
Attention: Office of General Counsel

ALDI: Aldi Inc. (Georgia)
1597 Dry Pond Road
Jefferson, Georgia 30549
Attention: Al Keeler, Director of Real Estate

With a copy to:
Kayne Law Group
Attn: Ryan D. Crossley, Esq.
612 Park Street, Suite 100
Columbus, Ohio 43215

GRANTEE: DeKalb County
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
Attn: Executive Assistant

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

Grantor and Grantee and the successors and assigns of each Grantor and Grantee shall have the right to amend their respective addresses for notice, by delivering written notice of such change to the other party at the address set forth herein.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

FUQUA BCDC DECATUR CROSSING PROJECT OWNER, LLC, a Georgia limited liability company

Witness

By: _____(SEAL)
Jeffrey S. Fuqua, President

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

Signed, sealed and delivered in the presence of:

NR DECATUR CROSSING PROPERTY OWNER II, LLC, a Delaware limited liability company

Witness

By: _____(SEAL)
Name: _____
Its: _____

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

Signed, sealed and delivered in the presence of: **SENIOR BOULEVARD SENIOR, L.P.**, a Georgia limited partnership

Witness

By: Scott Boulevard Senior Partners, LLC,
its general partner

Notary Public

By: _____(SEAL)

Name: _____

Its: _____

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

Signed, sealed and delivered in the presence of: **DD SCOTT BLVD JV, LLC**, a Georgia limited liability company

Witness

By: Morrow Investors, Inc., a Georgia corporation, its manager

Notary Public

By: _____(SEAL)

Name: Fred S. Hazel

Its: Vice President

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

Signed, sealed and delivered in the presence of:

JSF SCOTT BOULEVARD CMPI, LLC, a South Carolina limited liability company

Witness

By: _____(SEAL)
Name: _____
Its: _____

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

Signed, sealed and delivered in the presence of:

ALDI INC. (GEORGIA), a Georgia corporation

Witness

By: _____(SEAL)
Name: Chris Daniels
Its: Divisional Vice President

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

APPROVED AS TO SUBSTANCE:

TED RHINEHART
Deputy COO, Infrastructure

GRANTEE:

DEKALB COUNTY, a political subdivision of the State of Georgia

By: _____(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer

Attest: _____(SEAL)
BARBARA SANDERS-NORWOOD
Clerk of the Chief Executive Officer
and Board of Commissioners

APPROVED AS TO FORM:

MARIAN C. ADEIMY
Assistant County Attorney

SUBORDINATION AND JOINDER BY MORTGAGEE OF FUQUA

The undersigned, grantee under that certain Deed to Secure Debt, Security Agreement and Fixture Filing from Fuqua to The Brand Banking Company, a Georgia banking corporation, dated the 30th day of October, 2015, recorded in Deed Book 25239, Page 354, Dekalb County, Georgia records, as amended or modified from time to time (the "Security Deed", and collectively with all other documents or instruments securing the loan and obligations as referenced in the Security Deed, the "Security Documents"), covering all or a portion of the property in the foregoing Easement Agreement, does hereby acknowledge that the Security Documents are hereby subject and subordinate to the foregoing Easement Agreement and that said Easement Agreement shall be superior to and binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Signed, sealed and delivered in the presence of:

THE BRAND BANKING COMPANY, a Georgia banking corporation

Witness

By: _____(SEAL)

Name: _____

Its: _____

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

SUBORDINATION AND JOINDER BY MORTGAGEE OF DD

The undersigned, grantee under that Deed to Secure Debt, Security Agreement, Fixture Filing and Assignment of Leases and Rents from DD in favor of Compass Bank, an Alabama banking corporation, recorded in Deed Book 26221, Page 695, Dekalb County, Georgia records, as amended or modified from time to time (the "Security Deed", and collectively with all other documents or instruments securing the loan and obligations as referenced in the Security Deed, the "Security Documents"), covering all or a portion of the property in the foregoing Easement Agreement, does hereby acknowledge that the Security Documents are hereby subject and subordinate to the foregoing Easement Agreement and that said Easement Agreement shall be superior to and binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Signed, sealed and delivered in the presence of:

COMPASS BANK, an Alabama banking corporation

Witness

By: _____(SEAL)
Name: _____
Its: _____

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL AND STAMP]

EXHIBIT "A"

FUQUA NORTH PROPERTY

LOT 2, BLOCK B

All that tract or parcel of land lying or being in Land Lot 49, 18th District, Dekalb County, Georgia, and being more particularly described as follows:

Beginning at a 5/8-inch rebar set at the intersection of the Southeasterly right-of-way line of Scott Boulevard (variable right-of-way) with the Easterly right-of-way line of relocated Blackmon Drive (variable right-of-way), said point being the TRUE POINT OF BEGINNING; Thence along said right-of-way line of Scott Boulevard North 54 degrees 02 minutes 51 seconds East, a distance of 343.64 feet to a 5/8-inch rebar set; Thence departing said right-of-way line South 34 degrees 50 minutes 39 seconds East, a distance of 12.96 feet to a 5/8-inch rebar set; Thence South 54 degrees 02 minutes 25 seconds West, a distance of 4.39 feet to a 5/8-inch rebar set; Thence South 35 degrees 57 minutes 35 seconds East, a distance of 159.26 feet to a 5/8-inch rebar set; Thence North 86 degrees 47 minutes 09 seconds West, a distance of 60.87 feet to a 5/8-inch rebar set; Thence South 54 degrees 02 minutes 51 seconds West, a distance of 317.80 feet to a 5/8-inch rebar set located on the Easterly right-of-way line of relocated Blackmon Drive; Thence along said right-of-way line and following along a curve to the left having an arc length of 65.15 feet, with a radius of 115.50 feet, being subtended by a chord bearing of North 19 degrees 47 minutes 34 seconds West, for a distance of 64.29 feet to a 5/8-inch rebar set; Thence North 35 degrees 57 minutes 09 seconds West, a distance of 59.03 feet to a 5/8-inch rebar set; Thence along a curve to the right having an arc length of 16.12 feet, with a radius of 14.50 feet, being subtended by a chord bearing of North 04 degrees 05 minutes 54 seconds West, for a distance of 15.30 feet to a 5/8-inch rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.096 Acres.

EXHIBIT "B"

FUQUA SOUTH PROPERTY

LOT 4, BLOCK B

All that tract or parcel of land lying or being in Land Lot 49, 18th District, Dekalb County, Georgia, and being more particularly described as follows:

Beginning at a 5/8-inch rebar set at the intersection of the Northerly right-of-way line of North Decatur Road (variable right-of-way) with the Easterly right-of-way line of relocated Blackmon Drive (variable right-of-way), said point being the TRUE POINT OF BEGINNING; Thence along said right-of-way line of relocated Blackmon Drive and following along a curve to the right having an arc length of 40.19 feet, with a radius of 34.50 feet, being subtended by a chord bearing of North 16 degrees 08 minutes 23 seconds West, for a distance of 37.96 feet to a 5/8-inch rebar set; Thence along a curve to the left having an arc length of 135.94 feet, with a radius of 256.50 feet, being subtended by a chord bearing of North 02 degrees 03 minutes 17 seconds East, for a distance of 134.35 feet to a 5/8-inch rebar set; Thence along a curve to the right having an arc length of 50.60 feet, with a radius of 184.50 feet, being subtended by a chord bearing of North 05 degrees 16 minutes 13 seconds West, for a distance of 50.44 feet to a 5/8-inch rebar set; Thence North 02 degrees 35 minutes 13 seconds East, a distance of 48.85 feet to a 5/8-inch rebar set; Thence departing said right-of-way line South 76 degrees 45 minutes 38 seconds East, a distance of 319.96 feet to a 5/8-inch rebar set; Thence South 03 degrees 16 minutes 42 seconds West, a distance of 9.14 feet to a 5/8-inch rebar set; Thence South 03 degrees 36 minutes 38 seconds West, a distance of 49.77 feet to a 5/8-inch rebar set; Thence South 88 degrees 38 minutes 38 seconds East, a distance of 12.00 feet to a 5/8-inch rebar set; Thence South 09 degrees 19 minutes 38 seconds West, a distance of 195.36 feet to a 5/8-inch rebar set located on the Northerly right-of-way line of North Decatur Road Thence along said right-of-way line and following along a curve to the right having an arc length of 168.06 feet, with a radius of 1380.55 feet, being subtended by a chord bearing of North 80 degrees 14 minutes 53 seconds West, for a distance of 167.96 feet to a 5/8-inch rebar set; Thence North 76 degrees 45 minutes 38 seconds West, a distance of 15.56 feet to a 5/8-inch rebar set; Thence North 76 degrees 45 minutes 38 seconds West, a distance of 61.07 feet to a 5/8-inch rebar set; Thence North 76 degrees 45 minutes 38 seconds West, a distance of 40.93 feet to a 5/8-inch rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.844 Acres.

EXHIBIT "C"

NR DECATUR PROPERTY

Multifamily Tract

All that tract or parcel of land lying or being in Land Lot 49, 18th District, Dekalb County, Georgia, and being more particularly described as follows:

Commencing at a 5/8 inch rebar set at the intersection of the Northerly right-of-way of North Decatur Road (variable right-of-way) with the Easterly right-of-way of Blackmon Drive (60 foot right-of-way), thence along said right-of-way of North Decatur Road, along a curve to the left, said curve having an arc length of 182.20 feet with a radius of 1392.39 feet, being subtended by a chord bearing of South 79 degrees 57 minutes 39 seconds East, a distance of 182.07 feet to a 5/8 inch rebar set; thence leaving said right-of-way North 09 degrees 19 minutes 38 seconds East, a distance of 207.22 feet to a 1-1/2 inch crimp top pipe found; thence North 88 degrees 38 minutes 38 seconds West, a distance of 12.00 feet to a 5/8 inch rebar set; thence North 03 degrees 36 minutes 38 seconds East, a distance of 49.77 feet to a 1/2 inch rebar found; thence North 03 degrees 16 minutes 42 seconds East, a distance of 9.14 feet to a 5/8 inch rebar set; said point being the True Point of Beginning; thence North 76 degrees 45 minutes 38 seconds West, a distance of 319.96 feet to a 5/8 inch rebar set; thence North 02 degrees 35 minutes 13 seconds East, a distance of 520.89 feet to a 5/8 inch rebar set; thence along a curve to the left, said curve having an arc length of 12.54 feet with a radius of 115.50 feet, being subtended by a chord bearing of North 00 degrees 31 minutes 22 seconds West, a distance of 12.53 feet to a 5/8 inch rebar set; thence North 54 degrees 02 minutes 51 seconds East, a distance of 317.80 feet to a 5/8 inch rebar set; thence South 86 degrees 47 minutes 09 seconds East, a distance of 75.90 feet to a 5/8 inch rebar set; thence South 03 degrees 12 minutes 51 seconds West, a distance of 165.57 feet to a 1/2 inch open top pipe found; thence South 03 degrees 16 minutes 42 seconds West, a distance of 624.21 feet to a 5/8 inch rebar set; said point being the True Point of Beginning.

Said tract of land contains 5.017 Acres.

EXHIBIT "D"

SENIOR PROPERTY

That parcel of land shown as Parcel 5 on Subdivision Plat for Decatur Village, Phase III dated January 2, 2017 and recorded in Plat Book 247, pages 77-83 of the DeKalb County, Georgia records.

Said tract of land contains 1.383 Acres.

EXHIBIT "E"

DD PROPERTY

That parcel of land shown as Parcel 3 on Subdivision Plat for Decatur Village, Phase III dated January 2, 2017 and recorded in Plat Book 247, pages 77-83 of the DeKalb County, Georgia records.

Said tract of land contains 4.155 Acres.

EXHIBIT "F"

JSF PROPERTY

That parcel of land shown as Parcel 4 on Subdivision Plat for Decatur Village, Phase III dated January 2, 2017 and recorded in Plat Book 247, pages 77-83 of the DeKalb County, Georgia records.

Said tract of land contains 1.054 Acres.

EXHIBIT "G"

ALDI PROPERTY

That parcel of land shown as Parcel 2 on Subdivision Plat for Decatur Village, Phase III dated January 2, 2017 and recorded in Plat Book 247, pages 77-83 of the DeKalb County, Georgia records.

Said tract of land contains 1.714 Acres.

EXHIBIT "H"

SEWER LINE EASEMENT AREA

[SEE ATTACHED]

EXHIBIT "I"

ABANDONED EASEMENT AREAS

[SEE ATTACHED]