



**DATE: November 15, 2023**

**TO: All Offerors'**

**FROM: City of Stonecrest Procurement Department**

**RE: 23-122, 'Statement of Offer' Purchase Agreement of the Former "Sams Club"**

**Please see Addendum No. 1 for the above-referenced solicitation.**

1. The following change has been made to the above-referenced solicitation.

**Delete: Page 2- Legal Description**

**Add: REVISED Legal Description**

**Add: Limited Warranty Deed**

2. All other terms and conditions remain the same.

**‘Statement of Offer’  
Purchase Agreement of the Former "Sams Club"  
2994 Turner Hill Road  
Stonecrest, Ga. 30038**

**Description**

The Urban Redevelopment Agency ("URA") for the City of Stonecrest, Georgia, is hereby soliciting bid offers to purchase property at 2994 Turner Hill Road, Stonecrest, Georgia, 30038, DeKalb County, Georgia. The property has been improved with a building commonly called the "Sams Club." The legal description of the property is listed in the Warranty Deed' Exhibit A.'

Parcel IDs for this property are the following:

16 183 01 006

16 183 01 009

16 183 01 008

16 183 01 007

2020043402 DEED BOOK 28159 Pg 800  
Filed and Recorded: 3/9/2020 2:37:00 PM  
Recording Fee: \$25.00  
Real Estate Transfer Tax: \$2,995.00  
Prepared By:  
3760043500  
7067927936

**Return To:**

Fidelity National Title Group  
3301 Windy Ridge Parkway, Suite 300  
Atlanta, GA 30339  
Attn: Ambreen Shahnawaz 191635GA

**Return recorded document to:**

Lawyers Title  
4131 N. Central Expressway, Ste 450  
Dallas, Texas 75204  
Attn: Denise Bell

Tax Parcel Numbers:

16 183 01 006,  
16 183 01 007,  
16 183 01 008,  
16 183 01 009.

**LIMITED WARRANTY DEED**

This LIMITED WARRANTY DEED is made effective March 2, 2020, between **DAONA SMITH, AS MANAGING TRUSTEE OF THE SAM'S REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, with an address of 2001 S.E. 10<sup>th</sup> St., Bentonville, AR 72716 ("Grantor"); and **CITY OF STONECREST**, a political subdivision of the state of Georgia, with an address of 3120 Stonecrest Blvd., Stonecrest, GA 30038 ("Grantee").

**W I T N E S S E T H:**

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, together with all improvements and fixtures of any kind thereon, including, but not limited to, a retail building, situated, lying, and being in the City of Stonecrest, DeKalb County, Georgia, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record.

This conveyance is expressly subject to the following conditions and restrictions:

(a) The Property will not be used for or in support of the following, either directly or indirectly via remote operation or distribution (such as remote internet fulfillment center or

locations, locker, grocery drive-through, grocery home shopping pick-ups, mail order, or similar pick-up facility) as: (i) a grocery store or supermarket, as hereinafter defined below; (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Walmart Inc.; (iii) a discount department store or other discount store, as hereinafter defined; (iv) a pharmacy; or (v) gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption (the "Property Restrictions"). "Grocery store" and "supermarket," as those terms are used herein, shall mean a food store or a food department containing more than five thousand (5,000) square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store," as those terms are used herein, shall mean a discount department store or discount store containing more than twenty-five thousand (25,000) square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart Inc. As used in this Agreement, an "Internet Fulfillment Center" shall mean any space within the Property, including without limitation, facilities such as lockers, outposts, pods, dedicated floor or parking spaces, or similar drop off/pick up locations or facilities utilized by any person or entity to sell, fulfill, store, deliver, exchange, transfer, convey, or otherwise distribute or receive products the sale of which originated outside the Property and would have been prohibited under Subsections (i) through (v) of this Section if sold within the Property, including goods that are typically found in a Discount Department Store, Grocery Store, or Pharmacy, or other products that result from orders placed remotely within or outside the Property over the Internet, phone service, mail order, or other means by any person or entity that does not currently occupy at least fifty thousand (50,000) square feet of floor area within the Property. Notwithstanding the foregoing, the Property Restrictions shall not apply to Walmart Inc., or any parent company, affiliate, subsidiary, or related company.

(b) The Property shall not be used for or in support of the following: (i) involuntary human detention or incarceration; (ii) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), "adult" business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials; (iii) bar or night club; (iv) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant (the "Noxious Use Restrictions").

(c) All such covenants, conditions, restrictions, and the Property Restrictions shall remain in effect for a period of fifty (50) years from the recording of this Deed. The Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years from the recording of this Deed. The aforesaid covenants, conditions, and restrictions shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, and restrictions and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity.

(d) Grantee shall name any one community room on the Property after Walmart Inc.'s founder Sam M. Walton, which shall remain in effect for the maximum amount of time allowed by law, but in no event fewer than one hundred (100) years from the recording of this Deed. Notwithstanding the above, Grantor recognizes that such naming rights will be subject to O.C.G.A Section 36-30-3.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

*Grantee accepts the Property "as is" and agrees that transfer of the Property to Grantee from Grantor is a transfer to Grantee of all responsibility for any known and unknown Hazardous Materials existing on the Property at any time after such transfer. Grantee agrees to assume responsibility for, releases Grantor from, and covenants and agrees, at its sole cost and expense, to defend, indemnify, protect and save Grantor harmless against and from, any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defense, judgments, suits, proceedings, enforcement or corrective actions required by local, state, or federal agencies, costs, disbursements or expense of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Grantor or the Property, arising out of or relating to Hazardous Material Laws or any known or unknown Hazardous Materials existing on the Property after the transfer of the Property from Grantor to Grantee."*

"Hazardous Material Laws" means any and all current and future statutes, terms, conditions, limitations, restrictions, standards, prohibitions, obligations, schedules, plans, and timetables that are contained in or promulgated pursuant to any federal, state or local laws (including rules, regulations, ordinances, codes, judgments, orders, decrees, contracts, permits, stipulations, injunctions, the common law, court opinions, policies, guidance and demand or notice letters issued, entered, promulgated or approved thereunder), whether existing now or hereinafter enacted, relating to pollution or the protection of the environment, including laws relating to emissions, discharges, releases, or threatened releases of Hazardous Materials into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, refinement, production, disposal,

transport, or handling of Hazardous Materials, including: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; and, Hazardous Materials Transportation Act, 49 U.S.C. App. §§ 1808 et seq.; Occupational Safety and Health Act of 1970 as amended, 29 U.S.C. §§ 651 et seq.; Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq.; Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 1101 et seq.; National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321 et seq.; the Public Health Service Act, 42 U.S.C. § 300(f) et seq.; the Pollution Prevention Act, 42 U.S.C. § 13101 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Federal Clean Air Act, 42 U.S.C. §7401 et seq. and the Georgia law equivalent. "Hazardous Material Laws" shall include any guidance, statutory or common law that has developed or develops in the future regarding mold, fungus, microbiological pollutants, mildew, bacteria and/or other organic spore material.

"Hazardous Materials" means (i) any substance or material that is now or in the future included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "universal waste," "solid waste" or "waste" in any Hazardous Material Law; (ii) petroleum or petroleum derivatives, including crude oil or any fraction thereof, all forms of natural gas, and petroleum products or by-products or waste; (iii) asbestos and asbestos-containing materials (whether friable or non-friable); (iv) polychlorinated biphenyls (including PCB Contaminated Electrical Equipment as defined in 40 C.F.R. 761.3); (v) urea formaldehyde; (vi) lead and lead based paint or other lead containing materials (whether friable or non-friable); (vii) microbiological pollutants; (viii) batteries or liquid solvents or similar chemicals; (ix) radon gas; (x) mildew, fungus, mold, bacteria, and/or other organic spore material in the Improvements, whether or not airborne, colonizing, amplifying or otherwise; (xi) pesticides, pesticide derivatives, pesticide products, and pesticide contaminated materials; (xii) flammable explosives; (xiii) radioactive materials; (xiv) ordnance (unexploded or otherwise); (xv) chemicals known to cause cancer or reproductive toxicity, or that pose a risk to human health or safety or the environment or that are regulated under Hazardous Material Laws; and (xvi) pollutants, effluents, residues, contaminants, emissions or related materials. The term "Hazardous Materials" shall not include (A) chemicals, lubricants, refrigerants and other substances kept in amounts typical for, and used as, standard janitorial supplies, office supplies, and the like in connection with the routine maintenance and operation of projects similar to the Project, to the extent kept, used and maintained in strict compliance with all such applicable laws, or (B) gasoline, oil, and other automotive products kept and used in an ordinary manner in or for the use of motor vehicles at the Property to the extent kept, used and maintained in compliance with all such applicable laws.

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a

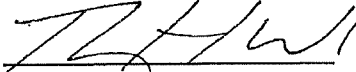
particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2020, and thereafter.


[Signature page follows]

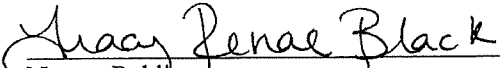
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Senior Vice President the 27<sup>th</sup> day of February, 2020.

**DACONA SMITH, AS MANAGING TRUSTEE OF THE SAM'S REAL ESTATE BUSINESS TRUST,**  
a Delaware statutory trust

By:   
Name: Thomas H. Wait  
Its: Senior Vice President

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My commission expires: 10.24.28

[Affix Notary Seal]

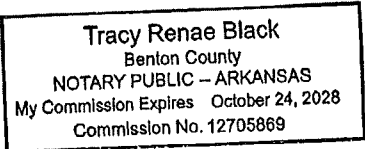




Exhibit "A"  
to Limited Warranty Deed

[Legal Description]

**Tract 1**

All that tract or parcel of land lying and being in Land Lot 183 of the 16th District of DeKalb County, Georgia, and being more particularly described as follows:

Commencing at a 5/8" rebar found at the intersection of the Southerly right of way of Georgia Interstate 20 (having a variable right of way) and the Easterly right of way of Turner Hill Road, said point being the Northeasterly end of a mitered right of way line and the point of commencement; thence along said mitered right of way line South 52 degrees 28 minutes 24 seconds West for a distance of 46.45 feet to a 5/8" rebar found on the Easterly right of way of Turner Hill Road (having a 150 foot right of way), said point being the Southwesterly end of aforesaid mitered right of way; thence along the Easterly right of way of Turner Hill Road South 00 degree 37 minutes 30 seconds East for a distance of 828.40 feet to a point; thence North 42 degrees 38 minutes 21 seconds East for a distance of 116.33 feet leaving said right of way to a point; thence North 89 degrees 28 minutes 47 seconds East for a distance of 33.72 feet to a point; thence North 76 degrees 46 minutes 52 seconds East for a distance of 45.49 feet to a point; thence North 89 degrees 28 minutes 44 seconds East for a distance of 436.75 feet to a point; thence along a curve to the right having a radius of 749.86 feet and an arc length of

249.82 feet, being subtended by a chord of South 80 degrees 58 minutes 46 seconds East for a distance of 248.66 feet to a point, said point being the Point of Beginning; thence along a curve to the right having a radius of 749.86 feet and an arc length of 19.48 feet, being subtended by a chord of South 70 degrees 41 minutes 40 seconds East for a distance of 19.48 feet to a point; thence South 69 degrees 56 minutes 56 seconds East for a distance of 73.98 feet to a point; thence South 26 degrees 53 minutes 39 seconds West for a distance of 161.14 feet to a point; thence North 69 degrees 56 minutes 56 seconds West for a distance of 40.43 feet to a point; thence North 00 degrees 37 minutes 30 seconds West for a distance of 144.28 feet to a point; thence North 54 degrees 42 minutes 47 seconds East for a distance of 30.09 feet to the Point of Beginning.

Said property contains 0.287 acres more or less.

**Tract 2**

All that tract or parcel of land lying and being in Land Lot 183 of the 16th District of DeKalb County, Georgia, and being more particularly described as follows:

Commencing at a 5/8" rebar found at the intersection of the Southerly right of way of Georgia Interstate 20 (having a variable right of way) and the Easterly right of way of Turner Hill Road, said point being the Northeasterly end of a mitered right of way line and the point of commencement; thence along said mitered right of way line South 52 degrees 28 minutes 24

seconds West for a distance of 46.45 feet to a 5/8" rebar found on the Easterly right of way of Turner Hill Road (having a 150 foot right of way), said point being the Southwesterly end of aforesaid mitered right of way; thence along the Easterly right of way of Turner Hill Road South 00 degree 37 minutes 30 seconds East for a distance of 828.40 feet to a point; thence North 42 degrees 38 minutes 21 seconds East for a distance of 116.33 feet leaving said right of way to a point; thence North 89 degrees 28 minutes 47 seconds East for a distance of 33.72 feet to a point; thence North 76 degrees 46 minutes 52 seconds East for a distance of 45.49 feet to a point; thence North 89 degrees 28 minutes 44 seconds East for a distance of 237.72 feet, said point being the Point of Beginning; thence North 89 degrees 28 minutes 44 seconds East for a distance of 199.03 feet to a point; thence along a curve to the right having a radius of 749.86 feet and an arc length of

182.23 feet, being subtended by a chord of South 83 degrees 33 minutes 39 seconds East for a distance of 181.78 feet to a point; thence South 00 degrees 37 minutes 30 seconds East for a distance of 178.56 feet to a point; thence South 89

degrees 22 minutes 30 seconds West for a distance of 379.80 feet to a point; thence North 00 degrees 31 minutes 16 seconds West for a distance of 201.27 feet to the Point of Beginning.

Said property contains 1.721 acres more or less.

#### **Tract 4**

All that tract or parcel of land lying and being in Land Lot 183 of the 16th District of DeKalb County, Georgia, and being more particularly described as follows:

Commencing at a 5/8" rebar found at the Northeasterly end of the mitered right of way line of the Southerly right of way line of Georgia Interstate Highway 20 (having a variable right of way) and the Easterly right of way line of Turner Hill Road, said point being the point of commencement; thence along said mitered right of way line South 52 degrees 28 minutes 24 West for a distance of 46.45 feet to a 5/8" rebar found on the Easterly right of way of Turner Hill Road (having a 150 foot right of way); thence along the Easterly right of way of Turner Hill Road South 00 degree 37 minutes 30 seconds East a distance

of 1607.33 feet; thence leaving the Easterly right of way line of Turner Hill Road, North 89 degrees 22 minutes 30 seconds East for a distance of 180.00 feet to a point, said point being the Point of Beginning; thence North 36 degrees 35 minutes 39 seconds East a distance of 210.87 feet to a point; thence North 89 degrees 08 minutes 11 seconds East a distance of

52.45 feet to a point; thence South 00 degrees 37 minutes 30 seconds East a distance of 238.00 feet to a point; thence North 75 degrees 08 minutes 28 seconds West a distance of 186.78 feet to a point; thence North 00 degrees 37 minutes 30 seconds West a distance of 20.00 feet to a point, said point being the Point of Beginning.

Said property contains 0.634 acres more or less.

Together With the easements appurtenant to the above described tracts of land created by that certain Agreement of Easements and Restrictive Covenants by JDN Associates, Ltd.,

Turner Hill Road, a Georgia Limited Partnership having JDN Equities, Inc., a Georgia Corporation, as its sole general partner and DeKalb Center Associates, a Georgia Limited Partnership, whose sole general partner is CF I-20E Associates, a New York General Partnership, which has as its managing general partner Cadillac Fairview Shopping Center Properties (Georgia), Inc., a Delaware Corporation, dated October 30, 1990, filed for record October 31, 1990 at 1:23 p.m., recorded in Deed Book 6823, Page 427, Records of DeKalb County, Georgia.

**Parcel 16 0183 010 006:**

All that tract or parcel of land lying and being in Land Lots 182 and 183, of the 16th District, of DeKalb County, Georgia, containing 15.38 acres and shown as the "Wal-Mart Tract" on that certain survey prepared for JDN Enterprises, Inc., Wal-Mart Properties, Inc. and First American Title Insurance Company, by Trenton D. Turk (Georgia Registered Land Surveyor No. 2411) of Hartrampf Engineering, Inc. and dated August 10, 1990, and last revised August 29, 1990, and more particularly described as follows:

To find the True Point of Beginning commence at a point on the Easterly right-of-way line of Turner Hill Road (150 foot right-of-way), said point being the Northwestern most point of intersection of the Easterly right-of-way line of Turner Hill Road and the Northerly right-of-way line of Mall Parkway (a 100 foot right-of-way); thence continue along the aforesaid Easterly right-of-way line of Turner Hill Road North  $00^{\circ} 37' 30''$  West a distance of 953.44 feet to a point, said point being the True Point of Beginning; thence continue along the aforesaid Easterly right-of-way line North  $00^{\circ} 37' 30''$  West a distance of 70.00 feet to a point; thence leaving the aforesaid Easterly right-of-way of line proceed North  $89^{\circ} 22' 30''$  East a distance of 180.00 feet to a point; thence proceed North  $00^{\circ} 37' 30''$  West a distance of 327.39 feet to a point; thence proceed South  $89^{\circ} 22' 30''$  West a distance of 180.00 feet to a point located on the aforesaid Easterly right-of-way line of Turner Hill Road; thence continue along the aforesaid Easterly right-of-way line North  $00^{\circ} 37' 30''$  West a distance of 240.00 feet to a point; thence leaving the aforesaid Easterly light-or-way line proceed North  $89^{\circ} 22' 30''$  East a distance of 236.41 feet to a point; thence proceed North  $00^{\circ} 31' 16''$  West a distance of 235.97 feet to a point located on the Southerly right-of-way of the "Proposed Access Road"; thence continue along the aforesaid Southerly right-of-way line North  $89^{\circ} 28' 31' 16''$  East a distance of 201.27 feet to a point; thence proceed North  $89^{\circ} 22' 30''$  East a distance of 379.80 feet to a point; thence proceed North  $00^{\circ} 37' 30''$  West a distance of 178.56 feet to a point located on the Southerly right-of-way line of the "Proposed Access Road"; thence continue along the aforesaid Southerly right-of-way line follow a 749.86 foot radius curve to the right, an arc length of 67.59 feet to a point (said curve being subtended by a chord bearing South  $74^{\circ} 01' 03''$  East and having a chord distance of 67.57 feet); thence leaving the aforesaid Southerly right-of-way line proceed South  $54^{\circ} 42' 47''$  West a distance of 30.09 feet to a point; thence proceed South  $00^{\circ} 37' 30''$  East a distance of 231.16 feet to a point; thence proceed South  $26^{\circ} 53' 10''$  West a distance of 47.61 feet to a point; thence proceed South  $05^{\circ} 07' 52''$  East a distance of 89.16 feet to a point; thence proceed South  $00^{\circ} 37' 30''$  East a distance 261.44 feet to a point; thence proceed South  $88^{\circ} 45' 00''$  West a distance of 20.63 feet to a point; thence proceed South  $00^{\circ} 37' 30''$  East a distance of 163.73 feet to a point; thence proceed North  $88^{\circ} 44' 59''$  East a distance of 20.63 feet to a point; thence proceed South  $00^{\circ} 37' 30''$  East a distance of 120.39 feet

to a point; thence proceed South 49° 51' 48" East a distance of 47.51 feet to a point; thence proceed South 00° 37' 30" East a distance of 109.08 feet to a point; thence proceed South 89° 22' 30" West a distance of 35.99 feet to a point; thence proceed South 00° 37' 30" East a distance of 290.00 feet to a point; thence proceed North 62° 00' 52" West a distance of 501.20 feet to a point; thence proceed North 00° 37' 30" West a distance of 452.14 feet to a point; thence proceed South 89° 08' 11" West a distance of 52.45 feet to a point; thence proceed South 36° 35' 39" West a distance of 210.87 feet to a point; thence proceed South 89° 22' 30" West a distance of 180.00 feet to a point, said point being a True Point of Beginning.

Together With easement rights under and pursuant to the following:

1. Agreement of Easements and Restrictive Covenants, Turner Hill Road (Shopping Center) dated October 30, 1990 by and between JDN Associates, Ltd., Turner Hill Road and DeKalb Center Associates, recorded in Deed Book 6823, Page 427, DeKalb County, Georgia.

2. Declaration of Surface and Storm Water Drainage Easements made by DeKalb Center Associates, dated May 13, 1986, and recorded in Deed Book 6823, Page 427, aforesaid records; as amended by First Amendment to Declaration by and between DeKalb Center Associates and JDN Associates, Ltd., Turner Hill Road, filed and recorded June 4, 1986, in Deed Book 5486, Page 511, aforesaid records, pursuant to Notice of JDN Associates, Ltd., Turner Hill Road, dated May 13, 1986, filed and recorded May 14, 1986, in Deed Book 5470, Page 725, aforesaid records, as amended by Second Amendment to Declaration of Surface and Storm Water Drainage Easements, dated February 28, 1989, recorded in Deed Book 6421, Page 271, DeKalb County, Georgia Records, as amended by Third Amendment to Declaration of Surface and Storm Water Drainage Easements, dated November 13, 1989, recorded in Deed Book 6629, Page 118, DeKalb County, Georgia Records.

3. Easement Agreement, dated May 13, 1986, by and between DeKalb Center Associates and JDN Associates, Ltd., Turner Hill Road, filed and recorded May 14, 1986, in Deed Book 5470, Page 682, aforesaid records; as corrected by Scrivener's Affidavit of Darla K. Kaben dated May 28, 1986, filed and recorded June 2, 1986, in Deed Book 5485, page 420, aforesaid records; as amended by First Amendment dated October 30, 1990, filed and recorded October 31, 1990, in Deed Book 6823, Page 417, aforesaid records.

Less and except from the above described property:

All that tract or parcel of land lying and being in Land Lot 183 of the 16th Land District of DeKalb County, Georgia and being more particularly described as follows:

Commence at the intersection of the Northerly right-of-way of the miter of Mall Parkway and the Easterly right-of-way of Turner Hill Road; thence along the Easterly right-of-way of Turner Hill Road North 00 degrees 37 minutes 30 seconds West a distance of 1590.83 feet to the Point of Beginning; thence leaving said right-of-way North 89 degrees 22 minutes 30 seconds East for a distance of 236.41 feet to a point; thence South 00 degrees 31 minutes 16 seconds East for a distance of 47.99 feet to a point; thence South 89 degrees 22 minutes 30 seconds West for a distance of 236.32 feet to a point on the Easterly right-of-way of Turner Hill Road thence along

Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia

said Easterly right-of-way North 00 degrees 37 minutes 30 seconds West for a distance of 47.99 feet to the Point of Beginning. This tract contains 0.260 acres or 11344 sq. ft.

**Additional tract:**

All that tract or parcel of land lying and being in Land Lot 182 of the 16th District, DeKalb County, Georgia, containing 0.04 acre and shown as "Exchange Parcel 1" on that certain survey prepared for JDN Enterprises, Inc., Wal-Mart Properties, Inc., and First American Title Insurance company, by Trenton D. Turk (Georgia Registered Land Surveyor No. 2411) of Hartrampf Engineering, Inc., and dated August 40, 1990 and last revised August 29, 1990, and more particularly described as follows:

To find the True Point of Beginning commence at a point on the Easterly right-of-way line of Turner Hill Road (150 foot right-of-way), said Point being the Northwestern most point of intersection of the Easterly right-of-way line of Turner Hill Road and the Northerly right-of-way line of Mall Parkway (100 foot right-of-way) thence Continue along the aforesaid Easterly right-of-way line North 00° 37' 30" West a distance of 1,732.37 feet to a point, said point, being the point of intersection of the Easterly right-of-way line of Turner Hill Road and the Southerly right-of-way line of the "Proposed Access Road"; thence Leaving the aforesaid Easterly right-of-way line proceed North 42° 38' 21" East a distance of 130.04 feet to a point; thence continuing along the Southerly right-of-way line of the "Proposed Access Road" North 69° 28' 44" East a distance of 505.47 feet to a point; thence continuing along the aforesaid Southerly right-of-way line follow a 749.86 foot radius curve to the right an arc length of 182.22 feet to a point (said curve being subtended by a chord bearing South 83° 33' 40" East and having a chord distance of 101.77 feet); thence continuing along the aforesaid Southerly right-of-way line follow a 749.86-foot radius curve to the right an arc length of 67.59 feet to a point (said curve being subtended by 4 chord bearing South 74° 01' 03" East and have a chord distance of 67.57 feet); thence leaving the aforesaid Southerly right-of-way line proceed South 54° 42' 47" West a distance of 30.09 feet to a point; thence proceed South 00° 37' 30" East a distance of 144.28 feet to a point; said point being the True point of Beginning; thence Proceed South 00° 37' 30" East a distance of 86.88 feet to a point; thence proceed North 26° 53' 40" East a distance of 81.87 feet to a Point, thence proceed North 69° 56' 56" West a distance of 40.43 feet to a point, said point being the True Point of Beginning.