

This instrument prepared by

Jerry L. Causey
General Attorney – Real Estate
Norfolk Southern Corporation
1200 Peachtree Street, NE
Atlanta, GA 30309-3579

Deed Book 45194 Pg 351
Filed and Recorded Jun-14-2007 07:39am
2007-0174125
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

DEED OF CORRECTION

This **DEED OF CORRECTION**, made this 11th day of June, 2007,
between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, successor
to the Georgia Air Line Railway Company, the Atlanta and Richmond Air Line Railway
Company, Richmond and Danville Railroad Company, the Atlanta and Charlotte Air Line
Railway Company and Southern Railway Company, Grantor, party of the first part; and
ANSLEY NORTH BELTLINE, LLC, a Georgia limited liability company, **ANSLEY SOUTH
BELTLINE, LLC**, a Georgia limited liability company, **PIEDMONT BELTLINE, LLC**, a
Georgia limited liability company, **NORTH AVENUE BELTLINE, LLC**, a Georgia limited
liability company, **CORRIDOR BELTLINE, LLC**, a Georgia limited liability company, and
CORRIDOR EDGEWOOD, LLC, a Georgia limited liability company, Grantees, parties of
the second part:

WITNESSETH

WHEREAS, by Deed dated December 30, 2004, and recorded in the Office of the Clerk
of Superior Court of Fulton County, Georgia, in Deed Book 39115, page 430, Grantor conveyed
certain property in Fulton County, Georgia, to Grantees; and

WHEREAS, the Deed dated December 30, 2004, and recorded in Deed Book 39115,
page 430, in the Office of the Clerk of Superior Court of Fulton County, Georgia, contained an

5A

error concerning certain post conveyance obligations of Grantor and Grantees in the last paragraph of Exhibit B to said Deed; and

WHEREAS, the Grantor wishes to execute this Deed of Correction in order to correct the error concerning certain post conveyance obligations of Grantor and Grantees in the last paragraph of Exhibit B to said Deed dated December 30, 2004, and recorded in Deed Book 39115, page 430, in the Office of the Clerk of Superior Court of Fulton County, Georgia.

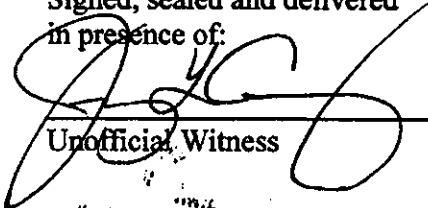
NOW, THEREFORE, the Deed dated December 30, 2004, and recorded in Deed Book 39115, page 430, in the Office of the Clerk of Superior Court of Fulton County, Georgia, is hereby corrected by deleting the last paragraph of Exhibit B to said Deed and replacing it with the following paragraph:

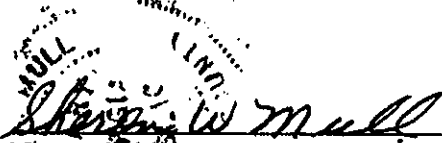
“Grantees agree for themselves and their successors and assigns, as evidenced by the acceptance of the delivery and recordation of this deed that: (a) no railroad tracks or other railroad facilities shall be removed from the easement areas without the written approval of Grantor, or its successors or assigns, and only if authorized by any and all appropriate governmental agencies; (b) no portion of the above-described easement areas will be disturbed without the prior written consent of Grantor, or its successors or assigns; (c) no grade crossings will be constructed by Grantees, or their respective successors, assigns, permittees, lessees or licensees without the consent of Grantor and only after the execution of Grantor’s standard grade crossing agreement; (d) no pipelines or wirelines shall be constructed or installed under, over or upon the above-described easement areas without the prior written consent of the Grantor or its successors or assigns; (e) at the request and/or consent of Grantees, Grantor shall negotiate the joint use of the above-described easement areas, except the easement area lying north of the northerly boundary line of the Montgomery Ferry Road bridge which crosses the property described as Parcel 1, with an entity qualified to operate rail passenger service, however, Grantor shall not be entitled to compensation for the transfer of said passenger service rights; (f) Grantor shall not negotiate the use of the above-described easement areas, except the easement area lying north of the northerly boundary line of the Montgomery Ferry Road bridge which crosses the property described as Parcel 1, with any party without the prior written consent of Grantees; and (g) at the request of Grantees, Grantor shall, at no cost to Grantor, file and diligently pursue all appropriate petitions and other documents with the United States Surface Transportation Board and any other agency having jurisdiction for approval or exemption to abandon or discontinue railroad service over the above-described easement areas, except the easement area lying north of the northerly boundary line of the Montgomery Ferry Road bridge which crosses the property described as Parcel 1.”

EXCEPT as herein set forth, all of the terms and conditions of said deed dated December 30, 2004, and recorded in Deed Book 39115, page 430, of the Fulton County, Georgia, land records shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor and Grantees have caused these presents to be executed in their respective names by their proper officers thereunto duly authorized on the day and year first above written.


Signed, sealed and delivered
in presence of:


Unofficial Witness


Notary Public
Notary Public, Fayette County, Georgia
My Commission Expires March 30, 2010

Signed, sealed and delivered
in presence of:
By


Unofficial Witness

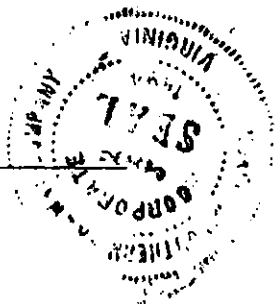

Notary Public
Notary Public, Gwinnett County, Georgia
My Commission Expires March 6 2011

NORFOLK SOUTHERN RAILWAY COMPANY
By


Real Estate Manager

L. S. ATTEST:


Assistant Corporate Secretary



**ANSLEY NORTH BELTLINE, LLC,
ANSLEY SOUTH BELTLINE, LLC,
PIEDMONT BELTLINE, LLC,
NORTH AVENUE BELTLINE, LLC,
CORRIDOR BELTLINE, LLC,
CORRIDOR EDGEWOOD, LLC**
By


Wayne Mason, Member

