

Deed Book 57260 Pg 355
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 Georgia Intangible Tax Paid \$0.00
Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

This instrument prepared by
 And return to:
 Eversheds Sutherland (US) LLP
 999 Peachtree Street, NE
 Atlanta, Georgia 30309-3996
 Attn: R. Robinson Plowden

After recording return to:
 Calloway Title & Escrow, LLC
David W. Dudley 2-329-00
 4170 Ashford Dunwoody Rd. Ste. 525
 Atlanta, Georgia 30319

RECIPROCAL TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This **RECIPROCAL TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** ("Agreement") is made and entered into this 7th day of March, 2017 (the "Effective Date"), by and between CRP/NAP Edgewood Owner, L.L.C., a Delaware limited liability company ("NAP"), having an address at c/o North American Properties, 1175 Peachtree Street, Suite 1650, Atlanta, Georgia 30361, and The Atlanta Development Authority, d/b/a Invest Atlanta ("IA"), a Georgia public body corporate and politic, by and through its agent, Atlanta BeltLine, Inc., a Georgia nonprofit corporation (hereinafter together with IA collectively known as "ABI"), having an address at 100 Peachtree Street, NW, Suite 2300, Atlanta, GA 30303. The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, IA formed ABI and tasked ABI with planning, overseeing and implementing the execution of the Atlanta Beltline Project on behalf of the City of Atlanta; and

WHEREAS, IA owns or controls property within the Atlanta BeltLine corridor (the "Corridor") which has been redeveloped into paved trails and interim hiking trails; and

WHEREAS, ABI continues to redevelop the Corridor in accordance with the general mission of the Atlanta Beltline Project to provide trails and transit for the City of Atlanta; and

WHEREAS, NAP is the owner of certain property adjacent to the Corridor in the City of Atlanta, which is more particularly described in Exhibit A (the "NAP Property"), attached hereto and incorporated herein by reference; and

WHEREAS, ABI desires an easement in order to enter onto the NAP Property for the purpose of constructing such paved trails and/or interim hiking trails; and

WHEREAS, NAP is willing to grant ABI the right to enter onto certain portions of the NAP Property for the purposes stated above; and

WHEREAS, NAP desires an easement over the Reserved Area (as described on Exhibit B) for purposes of constructing improvements on the NAP Property and for the exercise of NAP's rights and obligations under that certain Development Agreement dated on or about the date hereof between NAP and ABI (the "Development Agreement"); and

WHEREAS, ABI is willing to grant to NAP such an easement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto covenants and agrees as follows:

1. Grant of Easements.

- a. NAP does hereby give, grant and convey to and in favor of ABI and its successors and assigns (including successors in title to the Corridor) and their respective employees, contractors, agents and invitees (collectively, the "ABI Parties") a non-exclusive easement on, over, under, and across the Easement Area for the above described limited purposes: to permit ABI Parties to use the Easement Area to construct its trails and/or interim hiking trails and related infrastructure on the Corridor, including, but not limited to fiber lines, lighting, signage, cameras, landscaping, and stormwater ("Construction Activities"). For all purposes hereof, the "Easement Area" shall mean and refer to that certain tract of land located in Land Lot 20 of the 14th District of Fulton County, Georgia, as more particularly described or depicted on Exhibit C attached hereto. ABI's use of the Easement Area pursuant to this Agreement shall not unreasonably interfere with NAP's use of the NAP Property. The work to be performed in connection with this easement shall be completed by ABI at ABI's expense, in a good, workmanlike and timely manner. ABI shall bring and remove equipment daily from the NAP Property and not store the same on the NAP Property unless NAP gives written permission for ABI to store equipment on the NAP Property. ABI shall comply with, and shall cause all of ABI's agents to comply with, all laws and regulations applicable to ABI's rights or obligations hereunder or applicable to the Easement Area or ABI's use thereof. ABI shall keep the NAP Property and Easement Area free from any mechanic's, materialman's, or similar liens or other such encumbrances in connection with the exercise of any rights hereunder and shall indemnify and hold NAP harmless from and against any claims, liabilities, judgments, or costs (including reasonable attorneys' fees) arising out of the rights granted herein or in connection therewith. Prior to the Effective Date of this Agreement, ABI shall provide NAP with a work plan, setting forth a description of ABI's proposed activities on the Easement Area. ABI shall provide NAP with an updated construction schedule on a monthly basis.
- b. ABI does hereby give, grant and convey to and in favor of NAP and its successors and assigns (including successors in title to the NAP Property) and their respective employees, contractors, agents and invitees (collectively, the "NAP Parties") a non-exclusive easement on, over, under, and across the Reserved Area for the above

described limited purposes: to permit NAP to construct improvements on the NAP Property and to permit NAP to exercise its rights and obligations under the Development Agreement. NAP's use of the Reserved Area pursuant to this Agreement shall not unreasonably interfere with ABI's use of the Corridor. Notwithstanding anything to the contrary in this Agreement, NAP's use of the Reserved Area shall be conducted to avoid disturbing any trails, interim hiking trails, and/or related infrastructure actually constructed by ABI within the Reserved Area, provided that during the term of this Agreement ABI shall not construct any trails, interim hiking trails, and/or related infrastructure within the three 30-foot wide access zones as depicted on Exhibit B attached hereto. For the avoidance of doubt, NAP's obligation to avoid disturbing such trails and infrastructure shall not apply to such access zones. The work to be performed in connection with this easement shall be completed by NAP at NAP's expense, in a good, workmanlike and timely manner. NAP shall bring and remove equipment daily from the Reserved Area and not store the same on the Reserved Area. NAP shall comply with, and shall cause all of NAP's agents to comply with, laws and regulations applicable to NAP's rights or obligations hereunder or applicable to the Reserved Area or NAP's use thereof. NAP shall keep the Reserved Area free from any mechanic's, materialman's, or similar liens or other such encumbrances in connection with the work performed by NAP and shall indemnify and hold ABI harmless from and against any claims, liabilities, judgments, or costs (including reasonable attorneys' fees) arising out of the rights granted herein or in connection therewith. Prior to the Effective Date of this Agreement, NAP shall provide ABI with a work plan, setting forth a description of NAP's proposed activities on the Reserved Area and the timing for construction of the same. NAP shall provide ABI with an updated construction schedule on a monthly basis.

2. Term of Easement. The term of this Agreement will commence on the Effective Date; provided, however, a Party's use of an easement granted under this Agreement shall not commence prior to the Party providing the other Party advance written notice of its intent to commence use of such easement and the Party providing the other Party with proof of insurance as required herein. The easements granted herein and any rights granted herein shall terminate on November 1, 2018 without the necessity of any further action on the part of either ABI or NAP and be of no further force and effect (other than those terms that expressly survive termination or expiration). Upon the date of termination, neither NAP nor ABI shall have any further obligations or liability hereunder (other than those terms that expressly survive termination or expiration and the indemnity and hold harmless obligations set forth in Section 1). If requested by NAP, ABI shall promptly execute and deliver any document reasonably requested by NAP necessary to evidence termination or expiration of this Agreement. If requested by ABI, NAP shall promptly execute and deliver any document reasonably requested by ABI necessary to evidence termination or expiration of this Agreement.

3. Restoration of Easement Area. In accordance with this Agreement, ABI shall restore the NAP Property to substantially the same condition or better as existed immediately prior to any disturbance or damage caused by the ABI Parties, and NAP shall restore the Corridor to substantially the same condition or better as existed immediately prior to any disturbance or damage

caused by the NAP Parties. The obligations of ABI and NAP under this Paragraph 3 shall survive termination or expiration of this Agreement.

a. ABI's rights hereunder shall be subject to the following:

(i) All activities of ABI (including, without limitation, Construction Activities) shall be conducted in compliance with applicable law, at no cost to NAP, except as otherwise provided herein.

b. NAP's rights hereunder shall be subject to the following:

(i) All activities of NAP (including, without limitation, Construction Activities) shall be conducted in compliance with applicable law, at no cost to ABI, except as otherwise provided herein or in the Development Agreement.

4. Enforcement Discretion. Enforcement of a Party's rights under this Easement shall be at the discretion of that Party, and any forbearance by that Party in the exercise of its rights under this Easement in the event of any breach of any term hereof by the other Party shall not be deemed or construed to be a waiver by that Party of such breach or of any subsequent breach of the same or any other term of this Easement or of any of that Party's rights hereunder. No delay or omission by a Party in the exercise of any right or remedy upon any breach by the other Party shall impair such right or remedy or be construed as a waiver.

5. Governing Law and Jurisdiction. This Agreement is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Georgia.

6. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

7. Counterparts. This Agreement may be signed in multiple counterparts, but each such counterpart shall constitute but one original.

8. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforced to the full extent permitted by law.

9. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement or the breach of this Agreement, the prevailing Party shall be entitled to recover from the losing Party, in addition to any other relief that may be granted, reasonable expenses, attorneys' fees and costs.

10. Entire Agreement. This Agreement supersedes all prior discussions and agreements between NAP and ABI with respect to the matters herein, and contains the sole and entire understanding between NAP and ABI with respect to the matters herein.

11. Releases and Waivers by ABI. Not Applicable.

12. Insurance. Prior to entering upon the other Party's property pursuant to this Agreement, a Party, at that Party's expense, shall obtain and maintain the following insurance coverage, as applicable based upon the nature and purpose of the Party's activities thereon:

- a. Commercial general liability insurance in an amount of not less than \$2,000,000 combined limits for any injuries, deaths, or property damage sustained as a result of any one accident or occurrence;
- b. Workers' compensation insurance with statutory limits complying with the laws of the state of Georgia;
- c. Employers' liability insurance with minimum liability limits of one million dollars (\$1,000,000); and
- d. Automobile liability insurance covering owned, non-owned and hired automobile equipment with minimum limits of one million dollars (\$1,000,000) per accident.

The coverage listed in Subsections 12 (a), (c) and (d) shall include endorsements protecting the other Party, as an additional insured, against any and all claims for personal injury, death, or property damage arising out of the acts or omission of such Party occurring in, upon, adjacent to, or in connection with the Easement Area or Reserved Area, as applicable, or the rights and obligations of that Party hereunder. The coverage listed in Subsections 12 (a), (c) and (d) shall further include a contractual liability endorsement protecting the other Party against loss arising out of liabilities assumed by the insuring Party hereunder by indemnity or otherwise and shall also contain a severability clause or endorsement pursuant to which each named insured and additional insured shall be entitled to the protection of such policies with respect to liabilities to the other named and additional insureds. Such policies shall further provide that they shall not be canceled or altered before such time as this Agreement terminates. All insurance to be carried by a Party shall be written in form and substance reasonably satisfactory to the other Party by an insurance company of recognized responsibility licensed to do business in the State of Georgia. Prior to entering upon the other Party's property, and from time to time at the other Party's request, appropriate Memoranda of Insurance (and subsequently any endorsements to and renewals or replacements of such policies) shall be deposited with the other Party. Each Party hereby acknowledges that a waiver of the insurer's right of subrogation against the other

Party is obtainable under normal commercial insurance practice on the date of this Agreement and agrees to include such waiver in the policies required hereunder. In addition to the foregoing, each Party shall cause its contractors and subcontractors who will use an easement granted hereunder to cause the other Party to be added as an additional insured on any insurance policies on which the Party is named as an additional insured or otherwise named as a loss payee.

13. Default. If a Party shall fail to perform any of its obligations under this Agreement and such failure is not cured within ten (10) days of written notice thereof to such Party, the other Party may (i) cure such default, in which case the defaulting Party shall immediately upon demand reimburse the other Party for the other Party's reasonable costs and expenses relative to such cure following receipt of detailed invoices of such reasonable costs and expenses relative to such cure, or (ii) pursue any other right or remedy available to the other Party at law or in equity. Such rights of recourse shall be cumulative, and the other Party's electing to pursue any remedy shall not preclude the other Party's simultaneously or sequentially further pursuing any one or more other remedies.

14. Notices. All notices required under this Agreement or given for reasons arising out of the same shall be in writing. Such notices shall be deemed given as follows: On the date of delivery, if delivered by hand; or on the first (1st) business day after depositing with a nationally-recognized, overnight commercial courier service, airbill prepaid; or on the date of actual receipt if by any other delivery method, and addressed to the other Party as follows:

If to NAP: c/o North American Properties
1175 Peachtree Street, Suite 1650
Atlanta, Georgia 30361
Attention: Messrs. Richard E. Munger and Tim Perry
Email: Richard.Munger@NAProperties.com

with a copy to: Eversheds Sutherland (US) LLP
999 Peachtree Street, Suite 2300
Atlanta, Georgia 30309-3996
Attention: Rob Plowden, Esq.

If to ABI: The Atlanta Development Authority
d/b/a Invest Atlanta
133 Peachtree Street
Suite 2900
Atlanta, GA 30303
Attention: Sr. Vice President & General Counsel
Phone: (404) 614-8326
Email: rnewell@investatlanta.com

with copies to: Atlanta Beltline, Inc.
100 Peachtree Street, NW

Suite 2300
Atlanta, GA 30303
Attention: Real Estate and Asset Management Director
Phone: (404) 477-3663
Email: spatton@atlbeltline.org

Atlanta Beltline, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, GA 30303
Attention: Vice President & General Counsel
Phone No.: (404) 477-3690
Email Address: nhickson@atlbeltline.org

15. Authority. The execution and delivery of this Agreement by each Party and the execution by the person signing this Agreement on behalf of such Party has been duly authorized by all necessary action of such Party. This Agreement constitutes a valid and binding obligation of each Party. None of the execution, delivery, or performance of each Party's obligations under this Agreement will violate or conflict with any other agreement by which such Party is bound.

16. No Third Party Beneficiaries. Except as expressly provided for herein, no provision of this Agreement shall be construed to create any rights or benefits in any person or entity other than NAP, ABI, IA, and the City of Atlanta ; provided, however, the easements, rights, and obligations granted herein shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective assigns or successors in interest.

[Signatures Follow]

IN WITNESS WHEREOF, each of the parties has caused its hand and seal to be hereunto affixed by its duly authorized signatories as of the day and year first above written.

NAP:
CRP/NAP Edgewood Owner, L.L.C.,
a Delaware limited liability company

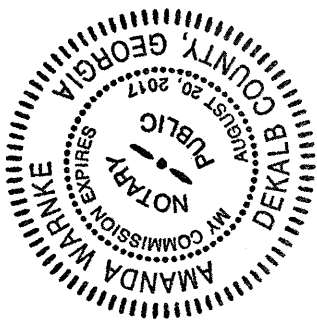
By: CRP/NAP Edgewood Venture, L.L.C.,
a Delaware limited liability company
Its: Sole Member

By: CRP Edgewood Member, L.L.C.,
a Delaware limited liability company,
Its: Managing Member

By: [Signature]
Name: Mark C. Toro
Title: Authorized Representative

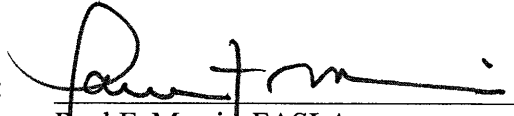
Signed, sealed and delivered
In the presence of: [Signature]
Print: Alexandra McLaughlin
Unofficial Witness
[Signature]
Print: Amanda Wernke
Notary Public
My Commission Expires: 8/20/17

(NOTARY SEAL)




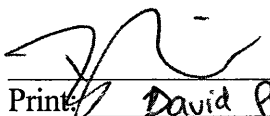
(SIGNATURES CONTINUED ON NEXT PAGE)

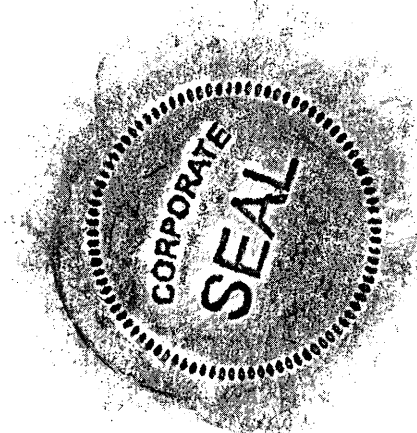
ABI:
THE ATLANTA DEVELOPMENT AUTHORITY
d/b/a INVEST ATLANTA
a Georgia public body corporate and politic
by its designated special agent, Atlanta Beltline, Inc.

By: 
Paul F. Morris, FASLA
President and CEO

Signed, sealed and delivered
in the presence of:


Print: Mashica Beckton
Unofficial Witness


Print: David Pierce
Notary Public
My Commission Expires: 2/29/20



(NOTARY SEAL)

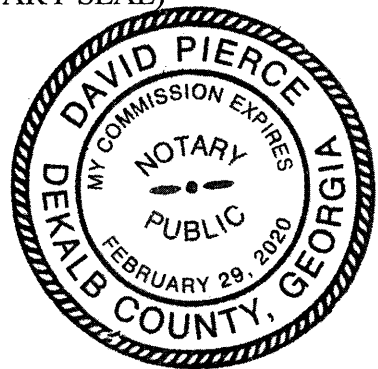


EXHIBIT A [to Temporary Construction Easement]
LEGAL DESCRIPTION OF THE NAP PROPERTY

Reciprocal Temporary Construction Easement
Exhibit A - NAP Property

Tract 1

LEGAL DESCRIPTION OF THE VANTAGE TRACT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 20, 14th District, City of Atlanta, Fulton County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the south right-of-way of Edgewood Avenue, having a 50 foot right-of-way and the northeast right-of-way of ABI Street, having a 40 foot right-of-way, and THE TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING, as thus established, run southeasterly, along the south right-of-way of said Edgewood Avenue, South 89 degrees 56 minutes 19 seconds East, a distance of 111.99 feet to a point; thence North 89 degrees 58 minutes 44 seconds East, a distance of 54.70 feet to a point; thence North 86 degrees 52 minutes 20 seconds East, a distance of 53.40 feet to a point; thence, leaving said right-of-way, along an arc of curve to the right (which has a radius of 986.51 feet, a central angle of 19 degrees 22 minutes 16 seconds, and a chord distance of 331.94 feet, along a bearing of South 27 degrees 45 minutes 24 seconds West), an arc distance of 333.53 feet to a point, said point being located on the northeast right-of-way of the aforementioned ABI Street; thence northwesterly along said right-of-way North 12 degrees 50 minutes 06 seconds West, a distance of 34.79 feet to a point; thence North 12 degrees 39 minutes 00 seconds West, a distance of 263.40 feet to a point, and THE TRUE POINT OF BEGINNING.

Said tract of land containing 34,977 square feet, or 0.803 acres, more or less, and is shown on that certain plat of survey entitled "ALTA/ACSM Land Title Survey for Edgewood Avenue Storage & Wine Cellar, LLC, a Georgia limited liability company, Branch Banking and Trust Co., Chicago Title Insurance Company", prepared by Engineering & Inspection Systems, Inc., bearing the seal and certification of John Evan Norton, Georgia Registered Land Surveyor Number 1848, dated October 16, 2007.

Said property is more commonly known as **75 ABI Street, Atlanta, Georgia.**

LESS AND EXCEPT THE FOLLOWING PROPERTY CONVEYED TO ATLANTA BELTLINE, INC. BY DEED RECORDED AT DEED BOOK 52645, PAGE 548:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 20 of the 14th Land District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point 29.44 feet right of and opposite Station 101+70.40 on the construction centerline of Edgewood Avenue on the Edgewood Avenue Bridge Replacement Project; running thence N 86°30'49" E a distance of 53.45 feet to a point 27.93 feet right of and opposite Station 102+22.19 on said construction centerline laid out for Edgewood Avenue; thence S 19°11'55" W a distance of 3.33 feet to a point 31.00 feet right of and opposite Station 102+20.94 on said construction centerline laid out for Edgewood Avenue; thence southwesterly 52.285 feet along the arc of a curve (said curve having a radius of 931.000 feet and a chord distance of 52.279 feet on a bearing of S

88°10' 07" W) to the point 31.00 feet right of and opposite Station 101+70.40 on said construction centerline laid out for Edgewood Avenue; thence N 00°13'21" W a distance of 1.56 feet back to the POINT OF BEGINNING. Containing 0.003 acres more or less.

Tract 2

All that tract or parcel of land lying and being in Land Lot 20 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the westerly right of way of Norfolk Southern Railroad and the southerly right of way of Edgewood Avenue (Variable R/W); thence along said right of Edgewood Avenue and running North 83° 11' 15" East a distance of 57.95 feet to a point intersecting the easterly right of way of Norfolk Southern Railroad; thence along said right of way of Norfolk Southern Railroad and running along a curve to the right an arc distance of 425.15 feet (said curve having a radius of 1048.19 feet; a chord distance of 422.24 feet and a chord bearing of South 25° 06' 07" West) to a point intersecting the easterly right of way of Airline Street (40' R/W); thence along said right of way of Airline Street and running the following courses: North 16° 10' 02" West a distance of 18.89 feet to a point; thence North 16° 10' 02" West a distance of 57.44 feet to a point intersecting the northerly right of way of Norfolk Southern Railroad; thence along said right of way of Norfolk Southern Railroad and running along a curve to the left an arc distance of 335.86 feet (said curve having a radius of 986.41 feet; a chord distance of 334.24 feet and a chord bearing of North 25° 18' 01" East) to the POINT OF BEGINNING. Said tract containing 0.498 acres (21,709 square feet).

Less and Except:

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly Variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along said Right of Way of Airline Street North 13 Degrees 34 Minutes 55 Seconds West a distance of 69.15 Feet to a point on a Former Southern Railroad Southeasterly Right of Way;

thence, along said Former Railroad Right of Way following a curve to the left having a radius of 1007.03 feet with an arc length of 332.72 feet being subtended by a chord of North 30 Degrees 48 Minutes 22 Seconds East for a distance of 331.21 feet to a point;

thence, along said Former Railroad Right of Way following a curve to the left having a radius of 1152.43 Feet with an arc length of 68.26 feet being subtended by a chord of North 19 Degrees 56 Minutes 46 Seconds East for a distance of 68.25 feet to a point, said point being the **True Point of Beginning**;

thence, from the **True Point of Beginning** leaving said Former Railroad Right of Way following a curve to the right having a radius of 180.89 feet with an arc length of 25.81 feet being subtended by a chord of North 00 Degrees 20 Minutes 03 Seconds West for a distance of 25.79 feet to a point on the Southerly Variable Right of Way of Edgewood Avenue;

thence, along said Right of Way of Edgewood Avenue North 86 Degrees 42 Minutes 58 Seconds East A Distance Of 8.48 Feet to a 1/2 inch rebar set on the Southeasterly Former Southern Railroad Right of Way;

thence, leaving said Right of Way of Edgewood Avenue and along the Southeasterly Former Southern Railroad Right of Way following a curve to the right having a radius of 1152.43 feet with an arc length of 27.56 feet being subtended by a chord of South 17 Degrees 33 Minutes 51 Seconds West for a distance of 27.56 feet to a point, said point being the **True Point of Beginning**.

Said Tract having an area of 0.003 Acres

Tract 3

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly Variable Right of Way of DeKalb Avenue and the Easterly 40 Foot Right of Way of Airline Street, said point being the **True Point of Beginning**;

thence, from the **True Point of Beginning** along said Right of Way of Airline Street North 13 Degrees 34 Minutes 55 Seconds West a distance of 69.15 feet to a point on a Southeasterly Former Southern Railroad Right of Way;

thence, along said Former Railroad Right of Way following a curve to the left having a radius of 1007.03 feet with an arc length of 332.72 feet being subtended by a chord of North 30 Degrees 48 Minutes 22 Seconds East For a distance Of 331.21 feet to a point;

thence, along said Former Railroad Right of Way following a curve to the left having a radius of 1152.43 Feet with an arc length of 68.26 feet being subtended by a chord of North 19 Degrees 56 Minutes 46 Seconds East for a distance of 68.25 feet to a point;

thence, leaving said Former Railroad Right of Way following a curve to the left having a radius of 180.89 Feet with an arc length of 123.40 feet being subtended by a chord of South 23 Degrees 57 Minutes 57 Seconds East for a distance of 121.03 feet to a point;

thence, South 43 Degrees 30 Minutes 35 Seconds East a distance of 22.33 feet to a point;

thence, following a curve to the right having a radius of 122.22 Feet with an arc length of 68.99 feet being subtended by a chord of South 27 Degrees 20 Minutes 20 Seconds East for a distance of 68.08 feet to a point;

thence, South 11 Degrees 10 Minutes 06 Seconds East a distance of 124.24 feet to a point;

thence, South 73 Degrees 06 Minutes 45 Seconds West a distance of 5.03 feet to a point;

thence, South 11 Degrees 10 Minutes 06 Seconds East a distance of 16.62 feet to a point on the Northerly Variable Right of Way of DeKalb Avenue;

thence, along said DeKalb Avenue Right of Way following a curve to the left having a radius of 13,560.50 Feet with an arc length of 308.06 feet being subtended by a chord of South 73 Degrees 13 Minutes 13 Seconds West for a distance of 308.06 feet to a point, said point being the **True Point of Beginning**.

Said Tract having an area of 1.404 Acres

Tract 4

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly Variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along said Northerly Right of Way of DeKalb Avenue a curve to the right having a radius of 13,560.50 feet and an arc length of 331.38 feet being subtended by a chord of North 73 degrees 16 minutes 10 seconds East for a

distance of 331.37 feet to an "X" found scribed in concrete at the intersection of the Westerly 30 Foot Right of Way of Gunby Street;

thence, leaving said Right of Way of DeKalb Avenue and along said Westerly Right of Way of Gunby Street North 11 degrees 14 minutes 14 seconds West a distance of 190.41 feet to a point, said point being the **True Point of Beginning**;

thence, from the **True Point of Beginning** along said Gunby Street Right of Way North 11 Degrees 14 Minutes 14 Seconds West A distance Of 19.07 feet to a point;

thence, leaving said Right of Way of Gunby Street North 78 Degrees 10 Minutes 53 Seconds East a distance of 15.00 feet to a point in the Centerline of Gunby Street;

thence, along said Centerline of Gunby Street South 11 Degrees 14 Minutes 14 Seconds East a distance of 117.61 feet to a point;

thence, leaving said Centerline of Gunby Street following a curve to the right having a radius of 97.10 feet with an arc length of 34.65 feet being subtended by a chord of North 21 Degrees 23 Minutes 31 Seconds West for a distance of 34.47 feet to a point;

thence, North 11 Degrees 10 Minutes 06 Seconds West a distance of 13.41 feet to a point;

thence, following a curve to the left having a radius of 149.22 feet with an arc length of 52.09 feet being subtended by a chord of North 21 Degrees 10 Minutes 08 Seconds West for a distance of 51.83 feet to a point, said point being the **True Point of Beginning**.

Said Tract having an area of or 0.022 Acres

Tract 5 and Tract 6

All that tract or parcel of land lying and being in Land Lot 20 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a ½" rebar found at the intersection of the northerly Right of Way of DeKalb Avenue (Variable R/W) and the easterly Right of Way of Gunby Street (30' R/W); thence running along said Right of Way of DeKalb Avenue South 75° 40' 25" West a distance of 15.97 feet to the centerline of Gunby Street; thence along said centerline North 11° 23' 52" West a distance of 208.74 feet to a point; thence North 78° 10' 30" East a distance of 15.39 feet to an iron pin set on the easterly Right of Way of Gunby Street; thence running along the Right of Way of Gunby Street North 11° 33' 11" West a distance of 57.54 feet to a magnetic nail found; thence leaving said Right of Way and running North 76° 35' 10" East a distance of 171.83 feet to a magnetic nail found; thence South 10° 57' 19" East a distance of 72.02 feet to a ½" rebar and cap found; thence North 74° 06' 24" East a distance of 49.89 feet to a ½" rebar and cap found; thence South 11° 00' 40" East a distance of 187.14 feet to a ½" rebar found on the northerly Right of Way of Dekalb Avenue; thence running along said Right of Way along a curve to the left an arc length of 219.53 feet, (said curve having a radius of 13110.84 feet, with a chord bearing of South 74° 19' 22" West, and a chord length of 219.53 feet) to the TRUE POINT OF BEGINNING. Said tract contains 1.313 Acres (57,188 Square Feet).

Less and Except:

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along said Northerly variable Right of Way of DeKalb Avenue a curve to the right having a radius of 13,560.50 feet and an arc length of 331.38 feet being subtended by a chord of North 73 degrees 16 minutes 10 seconds East for a distance of 331.37 feet to an "X" scribed in concrete on at the intersection of the Westerly 30 foot Right of Way of Gunby Street;

thence, leaving said Right of Way of Gunby Street and along said Right of Way of DeKalb Avenue North 74 degrees 19 minutes 58 seconds East a distance of 15.05 feet to a point at the Centerline of Gunby Street, said point being the **True Point of Beginning**;

thence, from the **True Point of Beginning**, leaving said Right of Way of DeKalb Avenue and along the said Centerline of Gunby Street North 11 degrees 14 minutes 14 seconds West a distance of 90.86 feet to a point;

thence, leaving said Centerline following a curve to the left having a radius of 97.10 Feet with an arc length of 30.66 feet being subtended by a chord of South 40 degrees 39 minutes 42 seconds East for a distance of 30.53 Feet to a point on the Easterly 30 foot Right of Way of Gunby Street;

thence, along said Right of Way of Gunby Street South 11 degrees 14 minutes 14 seconds East a distance of 63.11 feet to a 1/2 inch rebar found on the Northerly Variable Right of Way of DeKalb Avenue;

thence, leaving said Right of Way of Gunby Street along said Right of Way of DeKalb Avenue South 74 degrees 19 minutes 58 seconds West a distance of 15.04 feet to a point, said point being the **True Point of Beginning**.

Said Tract having an area 0.026 Acres

Less and Except:

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along said Northerly variable Right of Way of DeKalb Avenue a curve to the right having a radius of 13,560.50 feet and an arc length of 331.38 feet being subtended by a chord of North 73 degrees 16 minutes 10 seconds East for a distance of 331.37 feet to an "X" scribed in concrete on at the intersection of the Westerly 30 foot Right of Way of Gunby Street;

thence, leaving said Right of Way of Gunby Street and along Said Right of Way of DeKalb Avenue North 74 degrees 19 minutes 58 seconds East a distance of 15.05 feet to a point at the Centerline of Gunby Street;

thence, leaving said Centerline and along said Right of Way of DeKalb Avenue North 74 degrees 06 minutes 58 seconds East a distance of 15.04 feet to a 1/2 "rebar found on the Easterly side of the 30 foot Right of Way of Gunby Street, said point being the **True Point of Beginning**;

thence, from the **True Point of Beginning**, leaving said Right of Way of DeKalb Avenue and along the said Easterly Right of Way of Gunby Street North 11 Degrees 14 Minutes 14 Seconds West a distance of 63.11 feet to a point;

thence, leaving said Right of Way of Gunby Street following a curve to the left having a radius of 97.10 Feet with an arc length of 95.03 feet being subtended by a chord of South 77 Degrees 44 Minutes 41 Seconds East for a distance of 91.28 feet to a point;

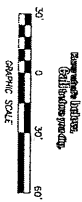
thence, North 74 Degrees 13 Minutes 05 Seconds East a distance of 137.52 feet to a point on a Property Line common to Now or Formerly Tim Barrett Designs, Inc.;

thence, along said Property Line South 11 Degrees 00 Minutes 52 Seconds East a distance of 21.15 feet to a 1/2 " rebar found on the Northerly Variable Right of Way of DeKalb Avenue;

thence, leaving said Property Line and along said Right of Way of DeKalb Avenue following a curve to the left having a radius of 13,110.75 Feet with an arc length of 221.34 feet being subtended by a chord of South 74 Degrees 29 Minutes 51 Seconds West for a distance of 221.33 feet to a point, said point being the **True Point of Beginning**

Said Tract having an area of 0.128 Acres

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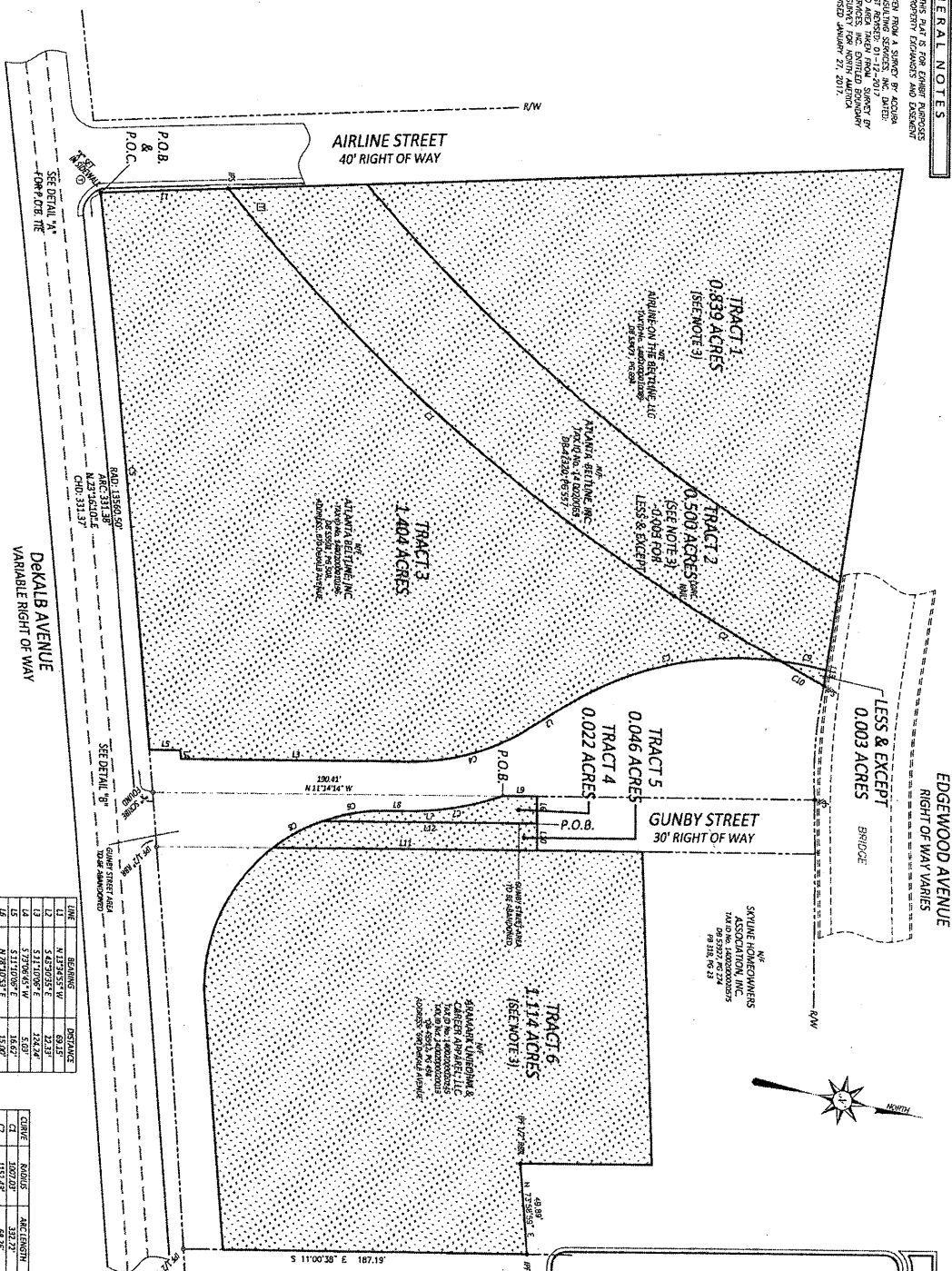


- GENERAL NOTES**
1. THE PURPOSE OF THIS PLAN IS FOR EVIDENCE PURPOSES ONLY.
 2. ENGINEERING AND CONSULTING SERVICES, INC. HAS CONDUCTED A VISUAL SURVEY OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS UNDEVELOPED.
 3. TECHNICAL SURVEY SERVICES, INC. SURVEY FOR THE PROPERTY IS LOCATED AT 1000 NORTH AVENUE, ATLANTA, GEORGIA 30309.

LEGEND

| | | | |
|----|-----------------|--------|-----------------------|
| DB | Deed Book | P.O.B. | Point of Beginning |
| PC | Page | P.O.C. | Point of Commencement |
| FR | Foot on the Set | R/W | Right of Way |

**EXHIBIT "A" - RECIPROCAL TEMPORARY
 CONSTRUCTION EASEMENT NAP PROPERTY**



| LINE | BEARING | DISTANCE |
|------|-----------------|----------|
| 1 | N 17° 52' 35" W | 69.13' |
| 2 | S 48° 39' 25" E | 22.33' |
| 3 | S 17° 00' 00" E | 22.33' |
| 4 | S 11° 10' 00" E | 18.60' |
| 5 | S 11° 10' 00" E | 18.60' |
| 6 | N 78° 10' 00" E | 15.00' |
| 7 | N 11° 14' 14" E | 21.75' |
| 8 | N 11° 14' 14" E | 21.75' |
| 9 | N 11° 14' 14" W | 18.00' |
| 10 | N 78° 10' 00" E | 15.00' |
| 11 | S 11° 14' 14" E | 14.43' |
| 12 | N 11° 14' 14" W | 11.75' |
| 13 | N 69° 42' 35" E | 6.40' |

| CHISEL | ANGLE | AREA | PERIMETER | PERCENTAGE | CHISEL PERCENT |
|--------|----------|---------|-----------------|------------|----------------|
| C1 | 1007.00' | 132.22' | N 30° 52' 42" E | 64.52% | 64.52% |
| C2 | 1152.47' | 84.25' | N 39° 52' 42" E | 11.01% | 11.01% |
| C3 | 128.89' | 33.40' | S 37° 57' 24" E | 63.08% | 63.08% |
| C4 | 132.50' | 38.89' | S 37° 57' 24" E | 63.08% | 63.08% |
| C5 | 142.00' | 34.65' | N 21° 23' 31" W | 34.47% | 34.47% |
| C6 | 97.10' | 24.65' | N 21° 23' 31" W | 34.47% | 34.47% |
| C7 | 149.22' | 22.05' | N 69° 42' 35" W | 30.53% | 30.53% |
| C8 | 97.10' | 22.05' | N 69° 42' 35" W | 30.53% | 30.53% |
| C9 | 1152.47' | 22.29' | S 11° 14' 14" W | 21.50% | 21.50% |

| |
|---|
| TEMP. CONSTR. |
| TRACT 1 0.839 ACRES |
| TRACT 2 0.497 ACRES |
| TRACT 3 1.404 ACRES |
| TRACT 4 0.022 ACRES |
| TRACT 5 0.046 ACRES |
| TRACT 6 1.114 ACRES |
| TOTAL AREA 3.922 ACRES EXCLUDES LESS & EXCEPT |

TM BARRETT DESIGNS, INC.
 1240 W. 140th Street
 ADDRESS: 10000 STREET

PROPERTY EXCHANGE EXHIBIT FOR:

ATLANTA BELTLINE, INC.

LOCATED IN:
 LAND LOT 20 - 14TH LAND DISTRICT
 CITY OF ATLANTA - FULTON COUNTY, GEORGIA

OWNER: AH

FIELD WORK: -

SCALE: 1"=30'

CHECKED BY: LMB

DATE: 02/14/2017

JOB NO. 20010

SHEET NUMBER 1

ACCURA
 ACCURA ENGINEERING AND CONSULTING SERVICES, INC.
 3200 PRESIDENTIAL DRIVE ATLANTA, GA 30340
 OFFICE: 404-241-8722 ACCURA.COM

EXHIBIT B [to Temporary Construction Easement]
DESCRIPTION OF THE RESERVED AREA
WITH DEPICTION OF ACCESS ZONES

Reciprocal Temporary Construction Easement
Exhibit B – Reserved Area

Tract 1, Tract 2, and Tract 3

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along said Northerly Right of Way of DeKalb Avenue a curve to the right having a radius of 13560.50 feet and an arc length of 308.06 feet being subtended by a chord of North 73 degrees 13 minutes 13 seconds East for a distance of 308.06 feet to a point, said point being the **True Point of Beginning**;

thence, from the **True Point of Beginning** leaving said Right of Way and becoming contiguous with the Westerly side of a proposed Fiber Easement North 11 degrees 10 minutes 06 seconds West a distance of 16.62 feet to a point;

thence, North 73 degrees 06 minutes 45 seconds East a distance of 5.03 feet to a point;

thence, North 11 degrees 10 minutes 06 seconds West a distance of 124.24 feet to a point;

thence, along a curve to the left having a radius of 122.22 feet and an arc length of 68.99 feet being subtended by a chord of North 27 degrees 20 minutes 20 seconds West for a distance of 68.08 feet to a point;

thence, North 43 degrees 30 minutes 35 seconds West a distance of 22.33 feet to a point;

thence, along a curve to the right having a radius of 180.89 feet and an arc length of 149.22 feet being subtended by a chord of North 19 degrees 52 minutes 41 seconds West for a distance of 145.02 feet to a point on the Southerly variable Right of Way of Edgewood Avenue;

thence, leaving said Westerly side of said proposed Fiber Easement and along said Right of Way of Edgewood Avenue North 86 degrees 42 minutes 58 seconds East for a distance of 8.48 feet to a 5/8 inch rebar set with a cap stamped Accura Eng. LSF 001140;

thence, along a curve to the left having a radius of 242.21 feet and an arc length of 62.58 feet being subtended by a chord of North 82 degrees 50 minutes 26 seconds East for a distance of 62.41 feet to a 5/8 inch rebar set with a cap stamped Accura Eng. LSF 001140 at the intersection of the Westerly 30 foot Right of Way of Gunby Street;

thence, leaving said 30 foot variable Right of Way of Edgewood Avenue and along the said Westerly Right of Way of Gunby Street South 11 degrees 14 minutes 14 seconds East a distance of 361.44 feet to an "X" mark found on a concrete sidewalk at the intersection of the Northerly variable Right of Way of DeKalb Avenue;

thence, leaving said Right of Way of Gunby Street along the said Right of Way of DeKalb Avenue a curve to the left having a radius of 13,560.50 feet and an arc length of 23.31 feet being subtended by a chord of South 73 degrees 55 minutes 13 seconds West for a distance of 23.31 feet to the **True Point of Beginning**.

Said tract or parcel having an area of 0.339 acres.

Tract 4 and Tract 5

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia and is a portion of the Gunby Street Right of Way that is scheduled to be abandoned, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along the Northerly variable Right of Way of DeKalb Avenue a curve to the right having a radius of 13560.50 feet and an arc length of 308.06 feet being subtended by a chord of North 73 degrees 13 minutes 13 seconds East for a distance of 308.06 feet to a point;

thence, along a curve to the right having a radius of 13560.50 feet and an arc length of 23.31 feet being subtended by a chord of north 73 degrees 55 minutes 13 seconds west for a distance of 23.31 feet to an "X" scribe found in a concrete sidewalk at the intersection of Westerly 30 foot Right of Way of a portion of Gunby Street Scheduled to be abandoned, said point being the **True Point of Beginning** ;

thence, from the **True Point of Beginning** leaving the Northerly Right of Way of DeKalb Avenue along said Westerly Right of Way of Gunby Street North 11 degrees 14 minutes 14 seconds West a distance of 190.41 feet to a point;

thence, leaving said Right of Way along a curve to the right having a radius of 149.22 feet and an arc length of 52.09 feet being subtended by a chord of South 21 degrees 10 minutes 08 seconds East for a distance of 51.83 feet to a point;

thence, South 11 degrees 10 minutes 06 seconds East a distance of 13.41 feet to a point;

thence, along a curve to the left having a radius of 97.10 feet and an arc length of 65.31 feet being subtended by a chord of South 30 degrees 26 minutes 16 seconds East for a distance of 64.09 feet to a point on the Easterly 30 foot Right of Way of Gunby Street;

thence, along said Right of Way South 11 degrees 14 minutes 14 seconds East a distance of 63.11 feet to a 1/2 inch rebar found on the Northerly variable Right of Way of DeKalb Avenue;

thence, leaving said Right of Way of Gunby Street and along said Right of Way of DeKalb Avenue South 74 degrees 19 minutes 58 seconds West a distance of 30.09 feet to a point, said point being the **True Point of Beginning**.

Said tract or parcel having an area of 0.076 acres.

Tract 6

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along the Northerly variable Right of Way of DeKalb Avenue a curve to the right having a radius of 13560.50 feet and an arc length of 308.06 feet being subtended by a chord of North 73 degrees 13 minutes 13 seconds East for a distance of 308.06 feet to a point;

thence, along said Right of Way a curve to the right having a radius of 13560.50 feet and an arc length of 23.31 feet being subtended by a chord of North 73 degrees 55 minutes 13 seconds East for a distance of 23.31 feet to an "X" scribe found in a concrete sidewalk at the intersection of the Westerly 30 foot Right of Way of Gunby Street;

thence, along said Right of Way of DeKalb Avenue North 74 degrees 19 minutes 58 seconds East a distance of 30.09 feet to a 1/2 inch rebar found at the intersection of the Easterly 30 foot Right of Way of Gunby Street, said point being the **True Point of Beginning**;

thence, from the **True Point of Beginning** leaving the Northerly Right of Way of DeKalb Avenue and along the said Right of Way of Gunby Street North 11 degrees 14 minutes 14 seconds West a distance of 63.11 feet to a point;

thence, leaving said Right of Way along a curve to the left having a radius of 97.10 feet and an arc length of 95.03 feet being subtended by a chord of South 77 degrees 44 minutes 41 seconds East for a distance of 91.28 feet to a point;

thence, North 74 degrees 13 minutes 05 seconds East a distance of 137.52 feet to a point on a property line common to Subject Property and Now or Formerly Tim Barrett Design, Inc.

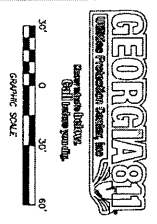
thence, along said property line South 11 degrees 00 minutes 38 seconds East a distance of 21.15 feet to a 1/2 inch rebar found on Northerly variable Right of Way of DeKalb Avenue;

thence, along the said northerly Right of Way of DeKalb Avenue following a curve to the left having a radius of 13110.84 feet and an arc length of 221.34 feet being subtended by a chord of south 74 degrees 29 minutes 51 seconds West a distance of 221.34 feet to a 1/2 inch rebar found, said point being the **True Point of Beginning**.

Said tract or parcel having an area of 0.128 acres.

GENERAL NOTES

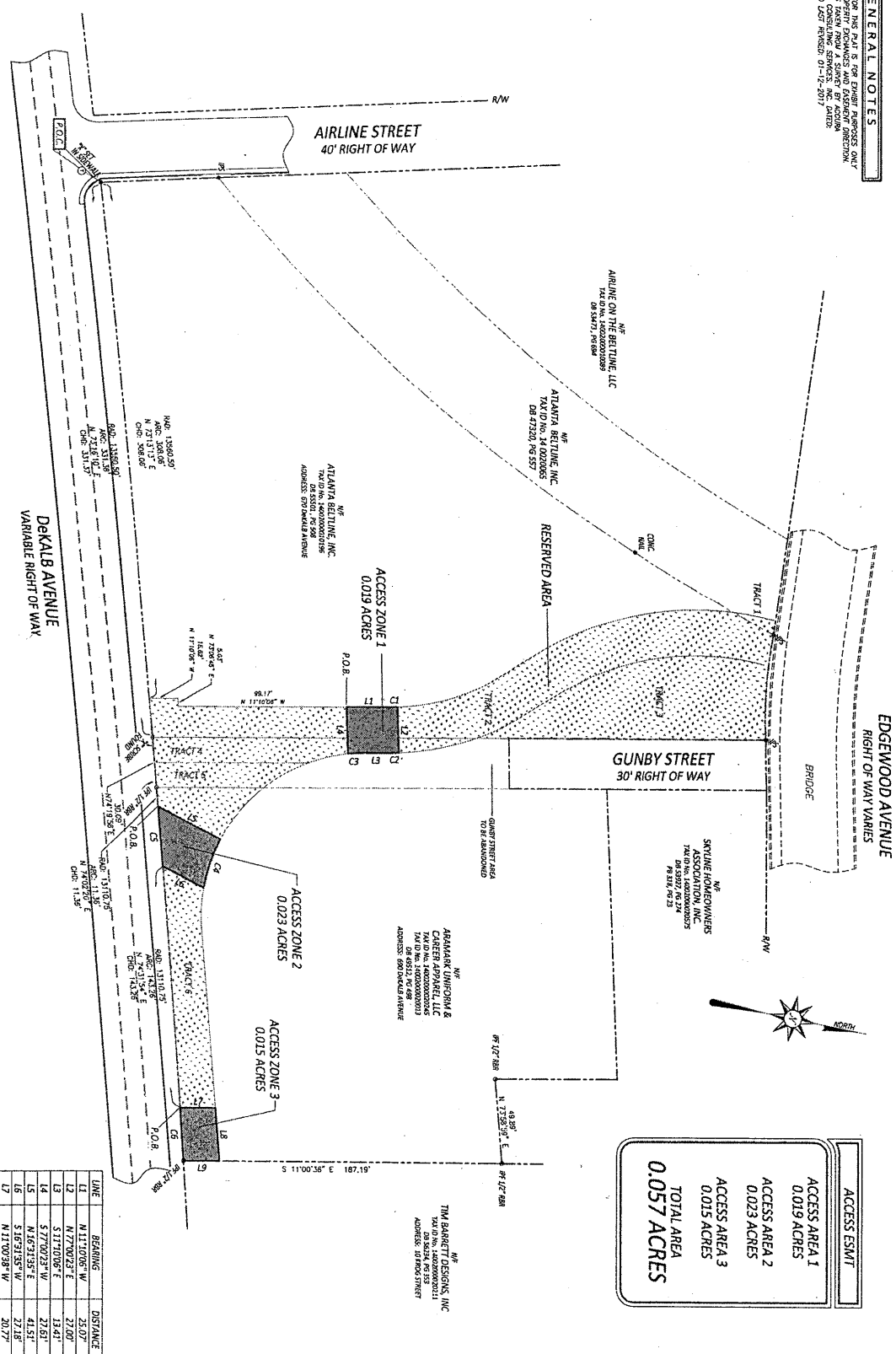
1. THE PURPOSE FOR THIS PLAN IS FOR EMBODIMENT PURPOSES ONLY.
2. PROPOSED LINES HAVE BEEN FIELD MEASURED BY ACCURA ENGINEERING AND CONSULTING SERVICES, INC. DATES 01-27-2019 AND 02-17-2019 (SHEET 011 & 012-2019).



LEGEND

| | | | |
|----|--------------------|--------|-----------------------|
| 08 | Deed Book | P.O.B. | Point of Beginning |
| 10 | Page No. Found | P.O.C. | Point of Commencement |
| 11 | Page No. Not Found | R/W | Right of Way |

RECIPROCAL TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "B" - RESERVE AREA



ACCESS ESMIT

ACCESS AREA 1
0.019 ACRES

ACCESS AREA 2
0.023 ACRES

ACCESS AREA 3
0.015 ACRES

**TOTAL AREA
0.057 ACRES**

| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|------------|---------------|--------------|
| C1 | 123.22' | 4.54' | N127°19'37"W | 4.54' |
| C2 | 149.22' | 5.80' | S127°16'57"E | 5.80' |
| C3 | 97.10' | 10.81' | S147°21'25"E | 10.80' |
| C4 | 97.10' | 30.48' | S82°22'34"E | 30.37' |
| C5 | 1310.75' | 35.53' | S74°08'28"W | 35.53' |
| C6 | 1310.75' | 31.18' | S74°54'46"W | 31.18' |

| LINE | BEARING | DISTANCE |
|------|--------------|----------|
| L1 | N117°05'4"W | 25.07' |
| L2 | N77°00'23"E | 27.00' |
| L3 | S117°00'6"E | 13.41' |
| L4 | S77°00'23"W | 27.61' |
| L5 | N16°31'55"E | 41.51' |
| L6 | S16°31'55"W | 27.18' |
| L7 | N117°00'38"W | 20.77' |
| L8 | N78°13'05"E | 31.21' |
| L9 | S117°00'38"E | 21.15' |

ACCESS AREA EXHIBIT FOR:

ATLANTA BELTLINE, INC.

LOCATED IN:
LAND LOT 20 - 14TH LAND DISTRICT
CITY OF ATLANTA - FULTON COUNTY, GEORGIA

DATE: 02/17/2017

SCALE: 1"=40'

JOB No. 20010

SHEET NUMBER 1

OF 1 ORDER

DRW CHG: AH

FIELD WORK: AMW

CHKD BY: LMB

ACCURA

ACCURA ENGINEERING AND CONSULTING SERVICES, INC.
3200 PRESIDENTIAL DRIVE ATLANTA, GA 30340
OFFICE: 404-241-8722 ACCURA.COM

EXHIBIT C [to Temporary Construction Easement]
DESCRIPTION OF THE EASEMENT AREA

Reciprocal Temporary Construction Easement
Exhibit C - 10 Foot Temporary Construction Easement

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly Variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along said Northerly Right of Way of DeKalb Avenue a curve to the right having a radius of 13,560.50 feet and an arc length of 331.38 feet being subtended by a chord of North 73 degrees 16 minutes 10 seconds East for a distance of 331.37 feet to an "X" found scribed in concrete at the intersection of the Westerly 30 Foot Right of Way of Gunby Street;

thence, leaving said Right of Way of DeKalb Avenue and along said Westerly 30 Foot Right of Way of Gunby Street North 11 degrees 14 minutes 14 seconds West a distance of 190.41 feet to a point, said point being the **True Point of Beginning**;

thence, along said Gunby Street Right of Way North 11 Degrees 14 Minutes 14 Seconds West a distance of 19.07 feet to a point;

thence, leaving said Right of Way of Gunby Street North 78 Degrees 10 Minutes 53 Seconds East a distance of 2.74 feet to a point;

thence, following a curve to the right having a radius of 159.22 feet with an arc length of 72.64 feet being subtended by a chord of South 24 Degrees 14 Minutes 13 Seconds East for a distance of 72.01 feet to a point;

thence, South 11 Degrees 10 Minutes 06 Seconds East a distance of 13.41 feet to a point;

thence, following a curve to the left having a radius of 87.10 feet with an arc length of 143.83 feet being subtended by a chord of South 58 Degrees 28 Minutes 30 Seconds East for a distance of 128.04 feet to a point;

thence, North 74 Degrees 13 Minutes 05 Seconds East a distance of 138.35 feet to a point on a Property Line common to Subject Property and Now or Formerly Tim Barrett Designs, Inc.;

thence, along said common Property Line South 11 Degrees 00 Minutes 38 Seconds East a distance of 10.03 feet to a point;

thence, leaving said Property line South 74 Degrees 13 Minutes 05 Seconds west a distance of 137.52 feet to a point;

thence, following a curve to the right having a radius of 97.10 feet with an arc length of 160.34 feet being subtended by a chord of North 58 Degrees 28 Minutes 30 Seconds West for a distance of 142.74 feet to a point;

thence, North 11 Degrees 10 Minutes 06 Seconds West a distance of 13.41 feet to a point;

thence, following a curve to the left having a radius of 149.22 feet with an arc length of 52.09 feet being subtended by a chord of North 21 Degrees 10 Minutes 08 Seconds West for a distance of 51.83 feet to a point, said point being the **True Point of Beginning**

Said Tract having an area of 0.085 Acres

Reciprocal Temporary Construction Easement Exhibit C - 25 Foot Temporary Construction Easement

All that tract or parcel of land lying and being in Land Lot 20 of the 14th Land District, City of Atlanta, Fulton County Georgia, being more particularly described as follows:

Commencing at an "X" mark set in a concrete sidewalk at the intersection of the Northerly Variable Right of Way of DeKalb Avenue and the Easterly 40 foot Right of Way of Airline Street;

thence, along said Northerly Variable Right of Way of DeKalb Avenue a curve to the right having a radius of 13,560.50 feet and an arc length of 302.30 feet being subtended by a chord of North 73 degrees 12 minutes 29 seconds East for a distance of 302.30 feet to a point, said point being the **True Point of Beginning**;

thence, from the **True Point of Beginning** leaving said DeKalb Avenue Right of Way North 13 Degrees 51 Minutes 26 Seconds West a distance of 84.95 feet to a point;

thence, North 31 Degrees 29 Minutes 58 Seconds West a distance of 29.58 feet to a point;

thence, North 11 Degrees 10 Minutes 06 Seconds West a distance of 29.27 feet to a point;

thence, following a curve to the left having a radius of 97.22 Feet with an arc length of 54.88 feet being subtended by a chord of North 27 Degrees 20 Minutes 20 Seconds West for a distance of 54.15 feet to a point;

thence, North 43 Degrees 30 Minutes 35 Seconds West a distance of 22.33 feet to a point;

thence, following a curve to the right having a radius of 205.89 feet with an arc length of 94.97 feet being subtended by a chord of North 30 Degrees 17 Minutes 45 Seconds West for a distance of 94.13 feet to a point on the Former Southeasterly Southern Railroad Right of Way;

thence, along said Former Railroad Right of Way following a curve to the left having a radius of 1152.43 feet with an arc length of 49.36 feet being subtended by a chord of North 19 Degrees 28 Minutes 35 Seconds East for a distance of 49.36 feet to a point;

thence, leaving said Former Railroad Right of Way following a curve to the left having a radius of 180.89 feet with an arc length of 123.40 feet being subtended by a chord of South 23 Degrees 57 Minutes 57 Seconds East for a distance of 121.03 feet to a point;

thence, South 43 Degrees 30 Minutes 35 Seconds East a distance of 22.33 feet to a point;

thence, following a curve to the right having a radius of 122.22 feet with an arc length of 68.99 feet being subtended by a chord of South 27 Degrees 20 Minutes 20 Seconds East for a distance of 68.08 feet to a point;

thence, South 11 Degrees 10 Minutes 06 Seconds East a distance of 124.24 feet to a point;

thence, South 73 Degrees 06 Minutes 45 Seconds West a distance of 5.03 feet to a point;

thence, South 11 Degrees 10 Minutes 06 Seconds East a distance of 16.62 feet to a point on the Northerly Variable Right of Way of DeKalb Ave;

thence, along said DeKalb Avenue Right of Way following a curve to the left having a radius of 13,560.50 feet with an arc length of 5.76 feet being subtended by a chord of South 73 Degrees 51 Minutes 32 Seconds West for a distance of 5.76 feet to a point, said point being the **True Point of Beginning**.

Said Tract having an area of 0.162 Acres.

