

Deed Book 57260 Pg 411  
 Filed and Recorded Mar-08-2017 02:13pm  
 2017-0048320  
 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** 232 900

4170 Ashford Dunwoody Rd. Ste. 525  
 Atlanta, Georgia 30319

## ACCESS AGREEMENT

This ACCESS AGREEMENT (this "Agreement") is made and entered into this 7<sup>th</sup> day of March, 2017 by and between THE ATLANTA DEVELOPMENT AUTHORITY, d/b/a INVEST ATLANTA, a Georgia public body corporate and politic (hereinafter, "IA"), by and through its designated special agent, Atlanta BeltLine, Inc., a Georgia non-profit corporation (hereinafter "ABI"), and CRP/NAP Edgewood Owner, L.L.C., a Delaware limited liability company (hereinafter "Grantee") (collectively the "Parties" or singularly "Party").

### WITNESSETH:

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

**WHEREAS**, IA owns or controls property within the Atlanta BeltLine corridor (hereinafter, "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 program to provide trails and transit for the City of Atlanta; and

**WHEREAS**, Grantee owns or controls those certain properties located adjacent to the Corridor as described in **Exhibit A** (hereinafter, "Grantee Property"); and

**WHEREAS**, Grantee desires to construct the Accessway (as hereinafter defined) on the Grantee Property adjacent to the Corridor for the purpose of providing access to the Corridor from the Grantee Property; and

**WHEREAS**, Grantee agrees to construct the Accessway in compliance with the design typologies set forth by ABI in **Exhibit B** and in locations to be approved by ABI; and

**WHEREAS**, IA is willing to grant Grantee the right to access the Corridor to construct improvements adjacent to the Corridor for the purpose of providing direct access to the Corridor; and

WHEREAS, IA is willing to allow Grantee's improvements to remain on and as a connection to the Corridor for as long as the Grantee complies with the terms and conditions of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.** Terms defined in the preamble have their assigned meanings, and each of the following terms has the meaning assigned to it.
  - a. **"Accessway"** means collectively such paths, stairs, ramps, bridges, or any other means of access, and all associated elements of such means of access to, and connecting to the Corridor in one or more locations along the Grantee Property. For the avoidance of doubt, where an Accessway is created by a grade level connection to the Corridor, such Accessway shall be deemed to mean only the actual point of connection and shall not include the entire patio or hardscape extending onto the Grantee Property beyond the applicable point of connection.
  - b. **"Design Documents"** means drawings and any other document deemed necessary by ABI prepared by a licensed professional architect, engineer, landscape architect, or any required combination thereof, detailing the construction of the Accessway.
  - c. **"Design Typology"** means basis of design selected from the designs created by ABI for providing access to the Corridor and all associated elements as shown in **Exhibit B**.
  - d. **"Finish Material"** means materials and landscaping incorporated into the design and construction of the Accessway that will be visible when the Accessway construction is complete.
  - e. **"Public Access"** means access to the Corridor to all people who desire to access the Corridor by a path designated by Grantee on Grantee Property utilizing the Accessway during the lesser of Grantee's normal business hours, if applicable, or Atlanta BeltLine trails, transit, or park space hours of operation.
2. **Grant of Right and Permission.** IA hereby grants Grantee access to the Corridor to construct an Accessway from Grantee Property to the Corridor and shall permit the Accessway to remain adjacent to the Corridor for access to the Corridor for as long as Grantee complies with the terms and conditions of this Agreement, unless terminated earlier in accordance with Items 14 through 18 of this Agreement.
3. **Grantee's Representations and Warranties.** Grantee represents and warrants as follows:
  - a. Grantee has the right and authority to enter into this Agreement and to perform any obligations of Grantee pursuant to this Agreement.
  - b. Grantee has obtained the written consent of any person or entity whose consent is necessary to perform any clause in this Agreement and Grantee has provided that written consent to IA.
4. **Fee.** When the design for the Grantee's connections to the Corridor have been approved, the Grantee shall pay ABI One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) annually (hereinafter, the "Fee") for each year or portion thereof in which this Agreement remains in

force. The Fee shall be paid on each annual anniversary of the original date of execution of this Agreement. However, if Grantee agrees, in writing, to permit Public Access, ABI will waive the Fee for as long as Grantee allows Public Access.

5. **Design Documents.** Grantee shall submit Design Documents for approval by ABI, as the agent for IA, which comply with the Design Typology. ABI shall approve, return with comments, or reject the submitted Design Documents at its sole discretion. If ABI returns the Design Documents with comments or rejects the Design Documents, ABI shall provide Grantee with written instructions on what changes are required to comply with the requirements the Design Typology.
6. **Finish Material.** Grantee shall submit to ABI for approval all Finish Materials. The Finish Material submittal shall include product data sheets, material samples, Material Safety Data Sheets (MSDS), available color and finish options, and any additional information needed by ABI for a complete review of the Finish Material to ensure compliance with the Atlanta BeltLine program. ABI may accept, return with comments, or reject the Finish Material submittal at its sole discretion. ABI shall provide Grantee with written instructions on what changes are required to meet the Finish Material expectations of ABI.
7. **Required City of Atlanta Approval.** After approval of the Design Documents by ABI, Grantee shall obtain and maintain all licenses or permits from the City of Atlanta required for construction of the Accessway. Grantee shall notify ABI of any changes to the Accessway Design Documents required by the City of Atlanta. ABI shall advise Grantee on how to comply with any Design Documents changes required by the City of Atlanta.
8. **Prior to Construction of the Accessway.** Prior to construction of the Accessway, Grantee shall:
  - a. Notify ABI in writing at least fourteen (14) days prior to:
    - i. beginning construction of the Accessway, and
    - ii. requiring entry onto the Corridor.
  - b. Provide ABI a written plan to maintain public safety on the portion of the Corridor adjacent to the Accessway during the period of construction of the Accessway. ABI shall approve or reject the plan at its sole discretion. Construction of the Accessway shall not commence until ABI has approved, in writing, the plan to maintain public safety. Grantee shall maintain safety in accordance with the public safety plan approved by ABI.
  - c. Obtain an easement from IA for any permanent construction attaching to the Corridor when required by Grantor.
9. **Construction of the Accessway.**
  - a. Grantee and Grantee's employees, agents, contractors and/or other representatives shall maintain in their possession a copy of this Agreement at all times during the construction of the Accessway.
  - b. Grantee shall construct the Accessway in accordance with the Design Documents approved by ABI and, if necessary, as required by the City of Atlanta.

- c. ABI may inspect the Accessway at any time during construction to ensure compliance with the approved Design Documents.
  - d. Grantee shall notify ABI of the completion of the Accessway and ABI shall inspect the Accessway for compliance with the approved Design Documents and the approved Finish Materials. ABI shall provide written notice of acceptance to Grantee upon finding the Accessway is acceptable in its sole discretion.
- 10. Maintenance of the Accessway.** Grantee shall maintain the Accessway and keep the Accessway in a good condition consistent with the original approved Design Documents and Finish Materials. Maintenance shall include, but is not limited to, cleaning, repair, removing trash and debris, providing and servicing trash cans, servicing pet waste containers, if provided by the Grantee, removing obstructions, removing graffiti, ensuring proper drainage, maintaining safety, and ensuring structural stability.
- 11. Costs.** Grantee shall bear all costs of, and related to, design, construction, safety, maintenance, and the associated licensing and permitting, of the Accessway.
- 12. Indemnification.** Grantee shall indemnify and hold harmless IA, the City of Atlanta, and ABI, their officers, directors, employees and agents from any and all suits, actions, liens, proceedings, debts, damages, liabilities, injuries, obligations, losses, demands, claims and expenses arising out of Grantee's exercise of rights under this Agreement, whether arising before or after the expiration or termination of this Agreement and in any manner directly or indirectly attributable to Grantee.
- 13. Applicable Law.** Grantee shall comply with all laws, ordinances, and regulations pertaining to the access to, design of, construction of, and maintenance of the Accessway on Grantee Property and Corridor.
- 14. Termination by IA or ABI.** IA or ABI may terminate this Agreement by written notice to Grantee if any one or more of the following events has occurred at any time following the execution of this Agreement:
- a. Grantee's representations and warranties in Item 3 were found to be untrue at the time of the execution and delivery of this Agreement;
  - b. Grantor provides sixty (60) days' prior notice to Grantee of Grantee's non-compliance with any one or more of the covenants as stated in Items 5 through 13 of this Agreement and Grantee has not made a reasonable attempt to correct the non-compliance issue at the expiration of the sixty (60) days' notice; or
  - c. IA or ABI provides sixty (60) days prior notice to Grantee of its intent to terminate this Agreement.
- 15. Termination by Grantee.** Grantee may terminate this Agreement by written notice to IA and ABI if any one or more of the following events has occurred at any time following the execution of this Agreement:

- a. Grantee provides sixty (60) days prior notice to IA and ABI of IA's or ABI's non-compliance with any one or more of the covenants or conditions as stated in Item 2 and 5 through 13 of this Agreement and IA or ABI has not made a reasonable attempt to correct the non-compliance issue at the expiration of the sixty (60) days' notice;
- b. Grantee provides IA and ABI sixty (60) days prior notice of its intent to terminate this Agreement and intent to remove the Accessway from the Corridor at Grantee's own cost; or
- c. Grantee provides IA and ABI sixty (60) days prior notice of its intent to terminate this Agreement, relinquish all rights to its connection to the Corridor, and if requested by ABI assign all rights to the Accessway on Grantee Property to IA.

#### **16. Consequences of Termination.**

If any Party terminates this agreement under Item 14 or Item 15 of this Agreement:

- i. Grantee shall relinquish all rights granted hereunder in the connection to the Corridor to IA,
- ii. Grantee shall relinquish the approved Design Documents to ABI, and
- iii. Neither Party thereafter shall have any other rights or obligations under this Agreement, except for IA's and ABI's rights and Grantee's obligations from one or more of Grantee's misrepresentations, breaches of warranties, or breaches of covenants, or Grantee's rights and IA's and ABI's obligations from one or more of IA's or ABI's misrepresentations or breaches of covenants or conditions.

**17. Required Termination Actions.** The following actions shall be taken by IA and ABI or Grantee, as applicable, in connection with the termination of this Agreement:

- a. **IA or ABI Removes Accessway.** If IA or ABI elects to terminate this Agreement under Item 14.c. above, or if Grantee elects to terminate this Agreement under Item 15.a. above, then IA and ABI shall remove the Accessway from the Corridor and from Grantee Property and return the Corridor and Grantee Property to the condition in which they existed prior to the construction of the Accessway, promptly and at IA's or ABI's sole cost and expense.
- b. **Grantee Removes Accessway.** If IA or ABI elects to terminate this Agreement under Item 14.a. or 14.b. above, or if Grantee elects to terminate this Agreement under Item 15.b. above, Grantee shall remove the Accessway from the Corridor and from Grantee Property and return the Corridor and Grantee Property to the condition in which they

existed prior to the construction of the Accessway, promptly and at Grantee's sole cost and expense.

- 18. Effective Date of Termination.** Termination shall be effective immediately upon the expiration of the prescribed notice period, if applicable, notwithstanding whether or when any termination actions required by Item 17 have been performed.
- 19. Assignment.** Neither party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other party, except that Grantee may assign this Agreement without consent of IA or ABI to any successor-in-title to all or a portion of the Grantee Property (in which case the Agreement shall inure to the benefit of, be enforceable by, and bind such successor-in-title). In the event that Grantee assigns this Agreement to a successor in title to all or a portion of the Grantee Property, Grantee shall notify IA and ABI within five (5) business days of the assignment; provided, however, failure to timely deliver such notice shall not affect the validity of the assignment. Once any required written consent is obtained, then this Agreement shall be assignable and shall inure to the benefit of, be enforceable by, and bind the parties hereto, or their respective successors, assigns, and personal representatives. Both parties shall not unreasonably withhold consent to an assignment.
- 20. Entire Agreement and Amendments.** This Agreement shall constitute the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein. This Agreement shall not be amended, altered or changed except by a written agreement signed by the parties hereto. For the avoidance of doubt the foregoing shall not be deemed to limit or otherwise affect the rights granted under any recorded easements, whether or not such easements cross or lie within the Corridor.
- 21. Severability.** The Parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. Such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 22. Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by any reason of such party having or being deemed to have drafted, structured, dictated or required such provision.

**23. Sufferance and Non-Waiver.** No term, covenant or condition of this Agreement can be waived except by written consent of the party against whom such waiver is asserted. Forbearance or indulgence by a party shall not constitute a waiver of the term, covenant or condition. The other party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

**24. Notices.** All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered: upon personal delivery, one (1) business day after deposited for overnight delivery with a nationally recognized express mail carrier service such as FedEx or DHL, or upon the expiration of three (3) business days following mailing by U.S. first class mail:

If to IA:                                   The Atlanta Development Authority d/b/a Invest Atlanta  
133 Peachtree Street, Suite 2900  
Atlanta, Georgia 30303  
Attn: Sr. Vice President & General Counsel  
Telephone: (404) 880-4100  
Fax: (404) 880-9333

If to ABI:                                   Atlanta BeltLine, Inc.  
100 Peachtree Street, Suite 2300  
Atlanta, Georgia 30303  
Attn: Vice President & General Counsel  
Telephone: (404) 477-3690  
Fax: (404) 477-3066  
Attention: General Counsel

If to Grantee:                               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.

ABI or Grantee may, by notice given hereunder, designate further or different addresses to which the other party shall send subsequent notices, certificates or other communications.

**25. Applicable Law.** This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia. Venue shall be deemed to be proper in the Fulton County Superior Court for the State of Georgia.

[Signatures Follow]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date stated in the preamble of this Agreement.

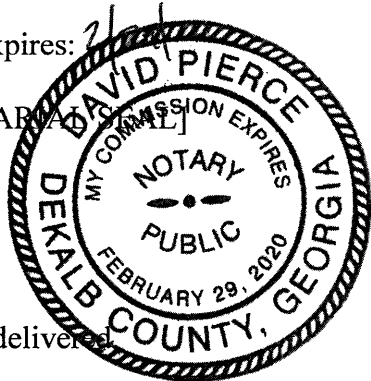
Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: 2/29/20

[NOTARIAL SEAL]



Signed, sealed and delivered in the presence of:

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

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

My Commission Expires:

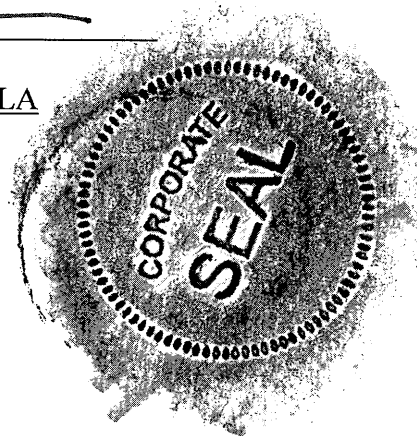
[NOTARIAL SEAL]

**THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA,** a Georgia public body corporate and politic, By its designated special agent, **ATLANTA BELTLINE, INC.,** a Georgia non-profit corporation

By: [Signature]  
Name: Paul F. Morris, FASLA

Its: President and CEO

[SEAL]



**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: \_\_\_\_\_

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

Its: \_\_\_\_\_

[SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date stated in the preamble of this Agreement.

Signed, sealed and delivered  
in the presence of:

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

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

My Commission Expires:

[NOTARIAL SEAL]

**THE ATLANTA DEVELOPMENT  
AUTHORITY D/B/A INVEST ATLANTA,**  
a Georgia public body corporate and politic,  
By its designated special agent, **ATLANTA  
BELTLINE, INC.**, a Georgia non-profit  
corporation

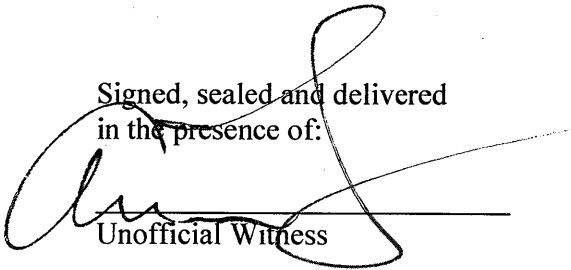
By: \_\_\_\_\_

Name: Paul F. Morris, FASLA

Its: President and CEO

[SEAL]

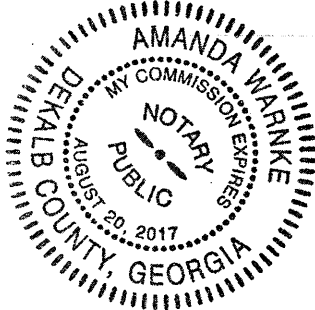
Signed, sealed and delivered  
in the presence of:

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

A Warnke  
Notary Public

My Commission Expires:

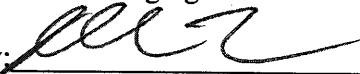
[NOTARIAL SEAL]



**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:   
\_\_\_\_\_

Name: Mark C. Toro

Its: Authorized Representative

[SEAL]

Access Agreement  
Exhibit A - Grantee Property

Tract 1

**LEGAL DESCRIPTION OF THE VANTAGE TRACT**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 20, 14<sup>th</sup> 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 14<sup>th</sup> 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.;

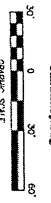
thence, along said Property Line South 11 Degrees 00 Minutes 52 Seconds East a distance of 21.15 feet to a 1/2 " rebar found on the Northerly Variable Right of Way of DeKalb Avenue;

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



1:2500 Scale - 11/11/2017 - 11:25 AM  
 C:\Users\jacob@accura.com\Documents\57260-1-17\57260-1-17.dwg



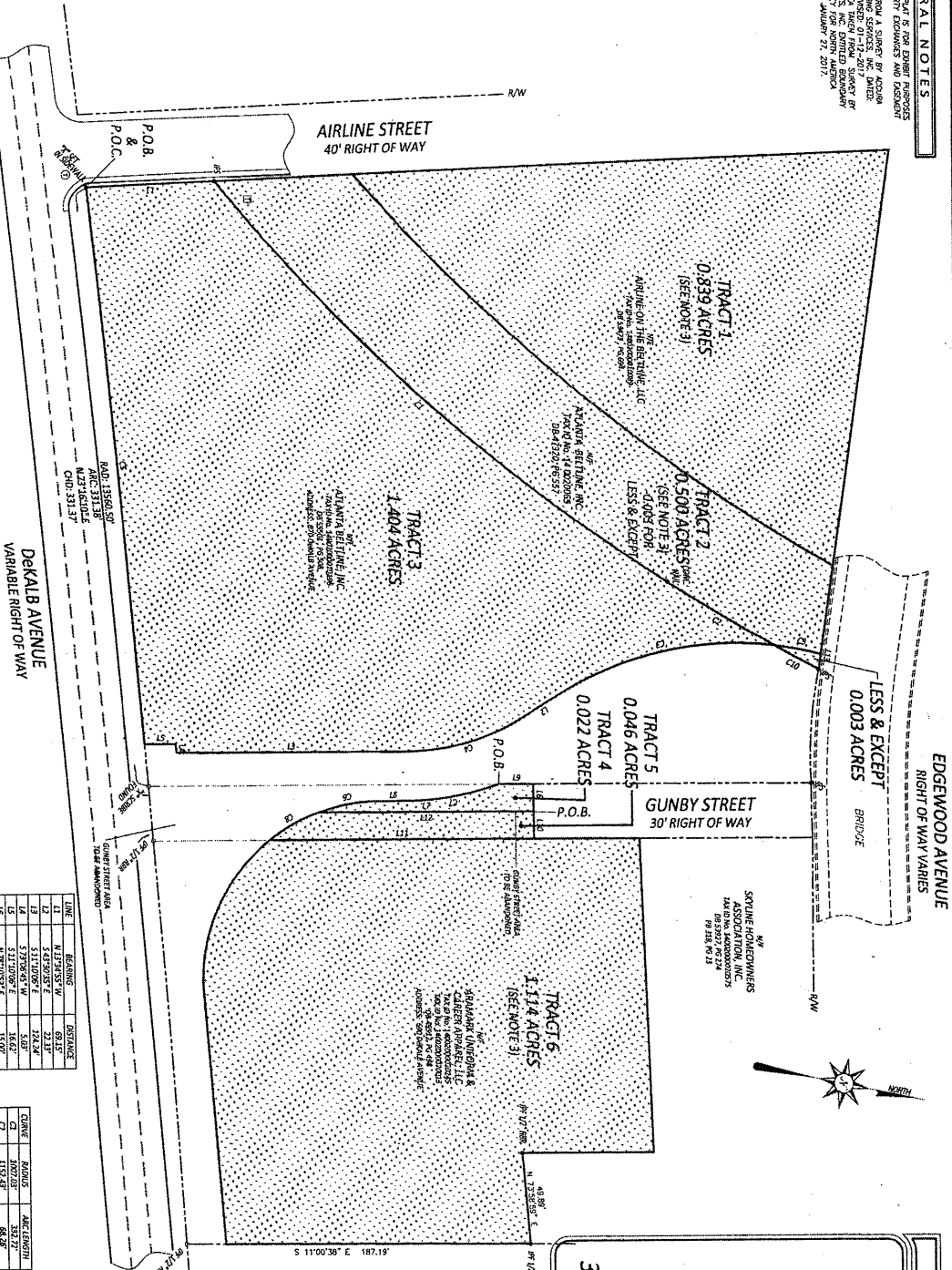
**LEGEND**

DB	Deed Book	P.O.B.	Point of Beginning
PG	Page	P.O.C.	Point of Commencement
FR	From File Found	R/W	Right of Way
FS	From File Set		

**Access Agreement**  
**Exhibit A - Grantee Property**

LINE	BEARING	DISTANCE
L1	N 31° 34' 53" W	63.15'
L2	S 49° 39' 53" E	22.54'
L3	S 31° 10' 08" E	224.24'
L4	N 31° 10' 08" E	16.62'
L5	S 11° 10' 08" E	15.00'
L6	N 76° 10' 53" E	15.00'
L7	S 11° 14' 14" E	112.61'
L8	N 11° 10' 08" W	15.00'
L9	N 76° 10' 53" E	15.00'
L10	N 76° 10' 53" E	15.00'
L11	S 11° 14' 14" E	144.55'
L12	N 11° 14' 14" W	117.81'
L13	N 68° 42' 58" E	8.40'

LINE	BEARING	LENGTH	CUMULATIVE BEARING	CUMULATIVE LENGTH
C1	N 09° 07' 03" E	382.27'	N 76° 48' 22" E	382.27'
C2	N 13° 43' 30" E	68.30'	N 75° 58' 46" E	450.57'
C3	N 63° 30' 12" E	128.30'	S 52° 57' 27" E	578.87'
C4	N 13° 43' 30" E	306.66'	S 39° 14' 33" W	885.53'
C5	N 13° 43' 30" E	306.66'	S 25° 31' 03" W	1192.19'
C6	N 63° 30' 12" E	34.66'	N 71° 29' 31" W	1226.85'
C7	N 63° 30' 12" E	34.66'	N 71° 29' 31" W	1261.51'
C8	N 09° 07' 03" E	26.85'	N 70° 08' 08" W	1288.36'
C9	N 09° 07' 03" E	26.85'	N 70° 08' 08" W	1315.21'
C10	N 13° 43' 30" E	21.56'	N 62° 28' 21" W	1336.77'



**GENERAL NOTES**

1. THE PROPERTY FOR THIS PART OF THE SURVEY WAS OBTAINED FROM THE RECORDS OF THE CITY OF ATLANTA.
2. INFORMATION AND CONSULTING SERVICES, INC. DATE: 07-28-2013 AND LAST REVISED: 01-11-2017
3. FOR MORE INFORMATION, CONTACT INFORMATION SERVICES, INC. 3200 PRESIDENTIAL DRIVE, ATLANTA, GA 30340
4. FOR MORE INFORMATION, CONTACT INFORMATION SERVICES, INC. 3200 PRESIDENTIAL DRIVE, ATLANTA, GA 30340
5. FOR MORE INFORMATION, CONTACT INFORMATION SERVICES, INC. 3200 PRESIDENTIAL DRIVE, ATLANTA, GA 30340

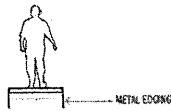
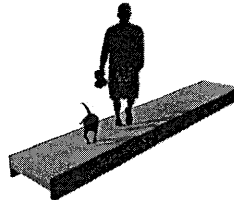
TRACT	ACRES
TRACT 1	0.839 ACRES
TRACT 2	0.497 ACRES
TRACT 3	1.404 ACRES
TRACT 4	0.022 ACRES
TRACT 5	0.046 ACRES
TRACT 6	1.114 ACRES
<b>TOTAL AREA</b>	<b>3.922 ACRES</b>
<b>EXCLUDES LESS &amp; EXCEPT</b>	

THA BARRETT DESIGN, INC.  
 1000 BARRETT DRIVE, SUITE 100  
 ADDRESS: 10000 STREET

PROPERTY EXCHANGE EXHIBIT FOR:	<b>ATLANTA BELTLINE, INC.</b>
LOCATED IN:	LAND LOT 20 - 14TH LAND DISTRICT CITY OF ATLANTA - FULTON COUNTY, GEORGIA
CHECKED BY:	AMW
DATE:	02/14/2017
SCALE:	1"=30'
SHEET NUMBER:	20010

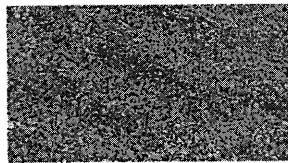
**ACCURA**  
 ACCURA ENGINEERING AND CONSULTING SERVICES, INC.  
 3200 PRESIDENTIAL DRIVE ATLANTA, GA 30340  
 OFFICE: 404-241-8722 ACCURA.COM

## EXHIBIT B DESIGN TYPOLOGIES



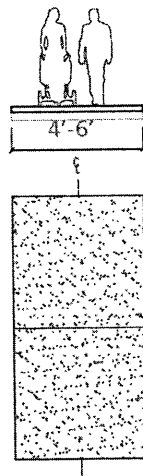
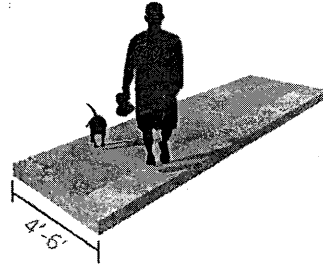
### SOFT TRAIL CONNECTION

Stabilized crushed stone trail, 3 - 4ft in width, with metal edging. Constructed with multiple lifts and sufficient compaction.



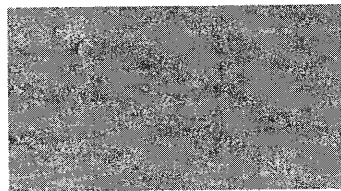
### MATERIAL

Crushed granite stone, warm gray. 100% passes through Sieve No. 4. Natural, non-toxic, non staining, odorless, environmentally safe stabilizer powder consisting of 95% Psyllium. Bronze 1/8"x4" Permaloc edging.



## HARD TRAIL CONNECTION

Uniform, light-colored concrete  
Low aggregate content, 6' max in width  
Expansion joint along Atlanta BeltLine  
Trail Side of concrete

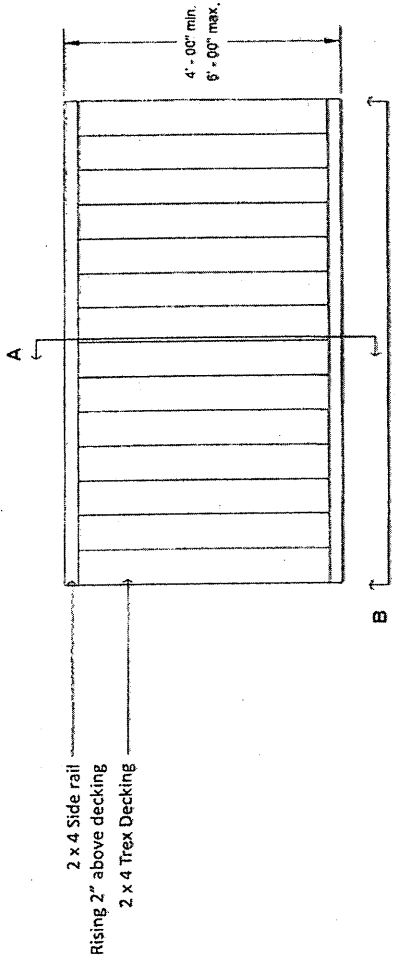


## MATERIAL

Gray portland cement with maximum 20% fly-ash content & Locally-sourced granite aggregate. Medium broom finish, perpendicular to direction of trail.

AT GRADE CONNECTIONS

EXHIBIT "B" continued



**FOOTBRIDGE CONNECTION**

Trex Composite decking (or approved equal), 4 - 6ft in width, with raised guide ways. Constructed with concrete footings and pressure treated lumber. Length and placement within existing grades of bridge to be site specific.

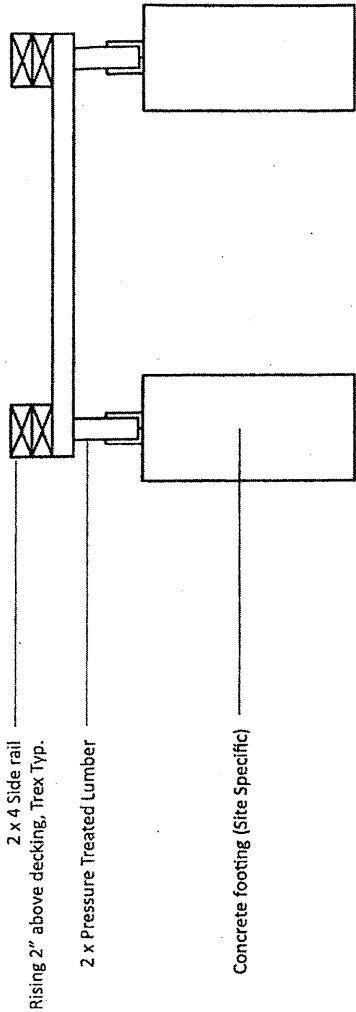
**MATERIAL**

Trex Select® Decking in Pebble Grey for all decking and above ground finishes. All below grade finishes should be pressure treated lumber.

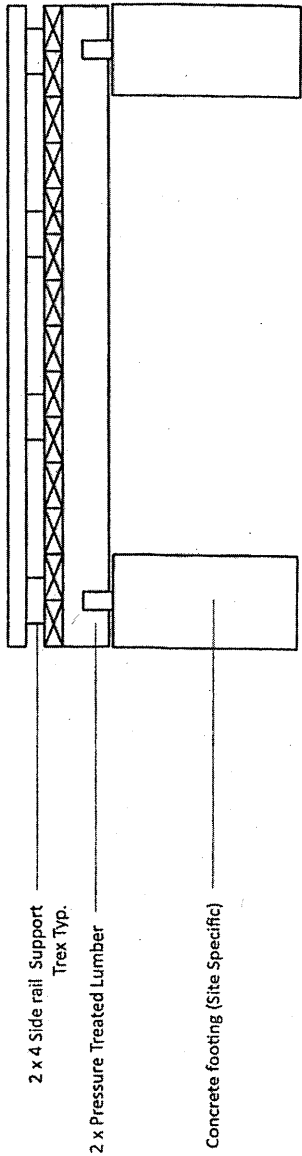


AT GRADE CONNECTIONS

EXHIBIT "B" continued



SECTION A

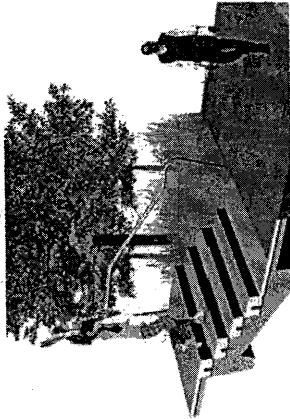


SECTION B

ABOVE / BELOW GRADE CONNECTIONS

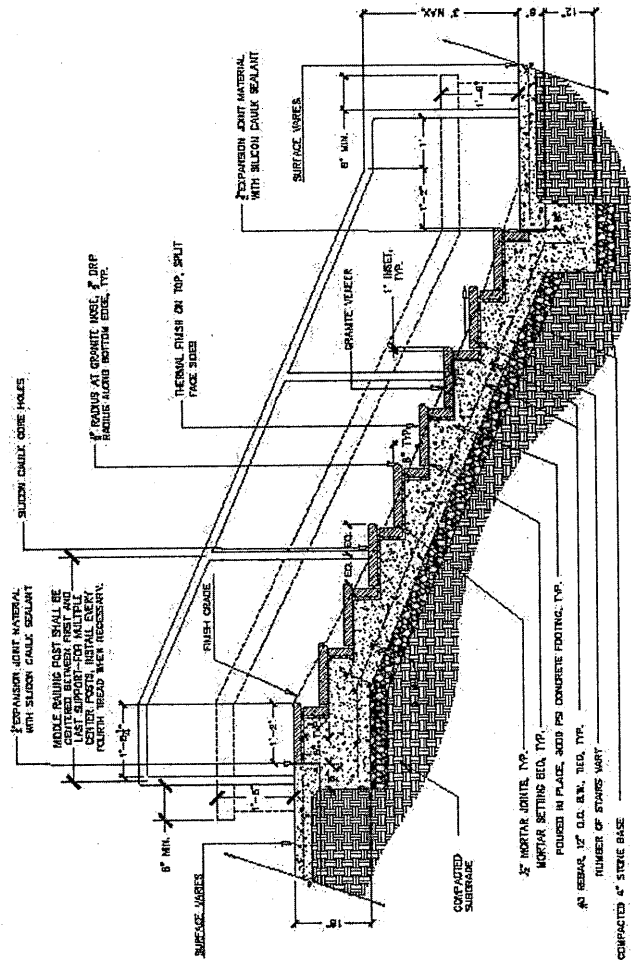
**AT GRADE STAIRS**

Risers and Treads: Granite with granite shoulder at trail, cast-in-place concrete at secondary locations  
 Railings and Rail Posts: Stainless steel handrail; top-mounted  
 See Details on following pages.



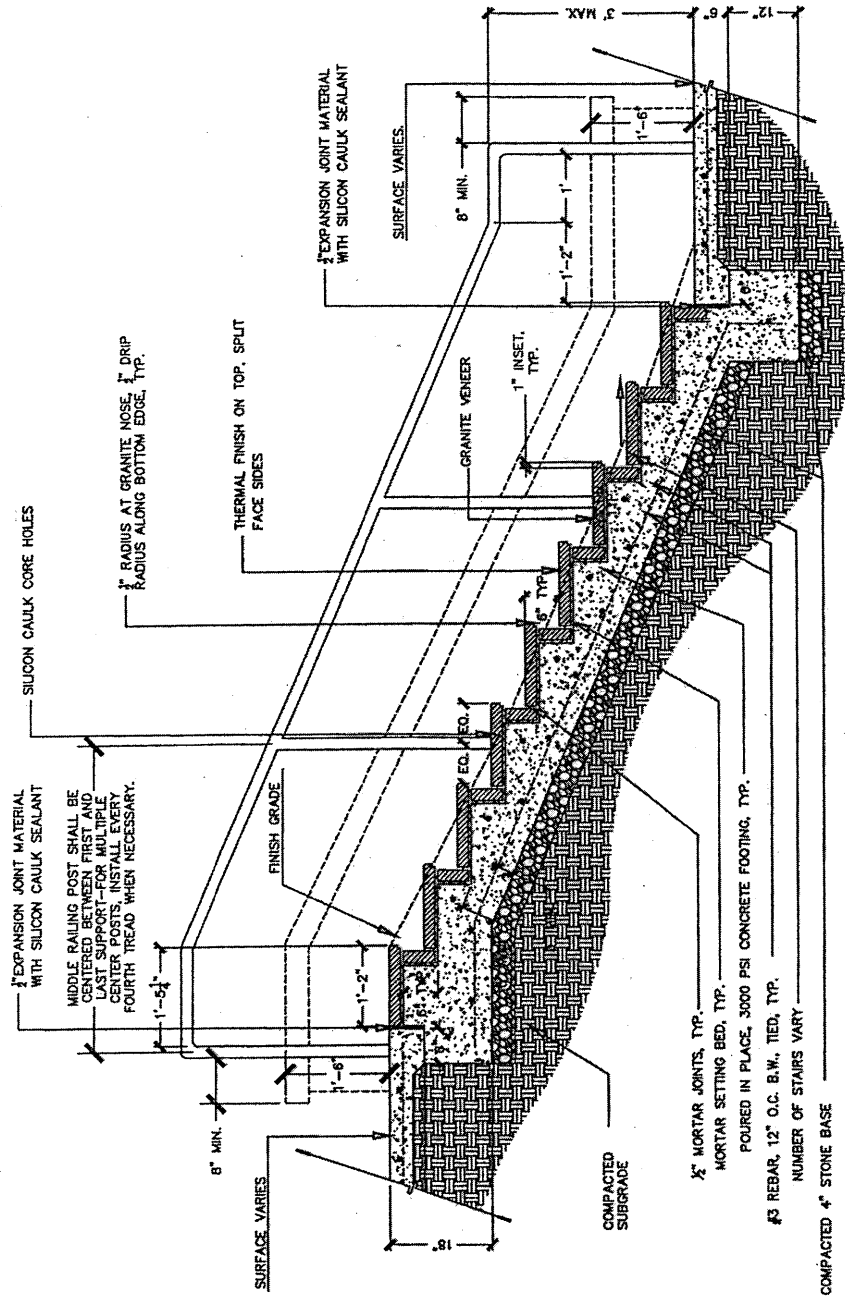
**GRANITE STAIR CONNECTION**

Distance from top tread to adjacent finish grade shall not exceed 30" for all granite stairs. Number of stairs will vary - shall not exceed 12 steps. All railings are to meet National and Georgia ADA requirements - contractor to coordinate with railing manufacturer.



ABOVE / BELOW GRADE CONNECTIONS

EXHIBIT "B" continued

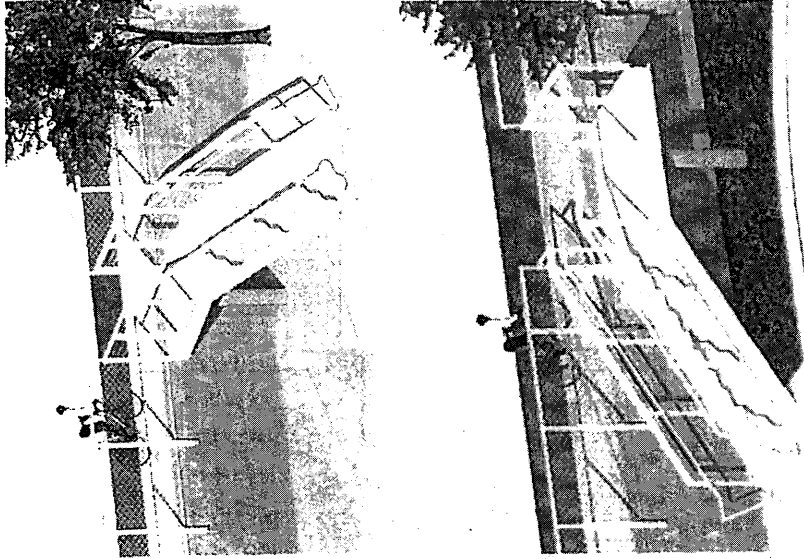


**GRANITE STAIR CONNECTION - TRAIL SIDE CONNECTION**

Distance from top of tread to adjacent finish grade shall not exceed 30" for all granite stairs. Number of stairs will vary -- shall not exceed 12 steps. All railings are to meet National and Georgia ADA requirements -- contractor to coordinate with railing manufacturer.

ABOVE / BELOW GRADE CONNECTIONS

EXHIBIT "B" continued



**ELEVATED STAIRS**

Risers and Treads: Aluminum bar grating; granite shoulder at trail  
 Railings and Rail Posts: Painted steel double bar; double post/stainless steel handrail; top mounted  
 Infill: Stainless steel cables, 4" o.c.  
 Structural Members: Painted steel

**STAINLESS STEEL MESH**  
 Stainless steel decorative railing with stainless steel mesh infill  
 a Brackets, flanges, and anchors: stainless steel  
 a Stainless steel mesh infill: stainless steel wire rope joined with stainless steel ferrules; Carl Stahl DecorCable X-Tend Mesh or Equal  
 a Mesh aperture dimensions: type I 2mmx100mm, type II 2mmx50mm  
 a Perimeter finishing: closed loops with loose ferrules for "sewn-on" installation method  
 a Direction of mesh: horizontal mesh direction for rectangular frame shapes; diagonal mesh direction for staircases

**ALUMINUM OR STAINLESS STEEL BAR GRATING**  
 ADA compliant, slip-resistant stainless steel bar grating

**STAINLESS STEEL CABLE**  
 Stainless steel cable railing and attachment hardware; Carl Stahl DecorCable or equal

**MATERIALS**

