

for notice of interest see as  
DE Book 14036 Page 6383

Deed Book 13798 Pg 884  
Filed and Recorded Jul-21-2003 04:33pm  
2003-0170713

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Prepared by and  
Please return to:  
Erin Edwards  
Dept. 9569  
2001 S.E. 10th St.  
Bentonville, Arkansas 72716-0550

*J.C. Stephenson*  
Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

Cross Reference  
Deed Book No. 12108, Page 162-181  
Official Records of Cobb County, Georgia

**FIRST AMENDMENT TO EASEMENTS  
WITH COVENANTS AND RESTRICTIONS AFFECTING LAND**

This **FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND** is made and entered into this the 16<sup>th</sup> day of June, 2003, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart"), of 702 S.W. 8th Street, Bentonville, Arkansas 72716 with offices at 2001 S. E. 10th Street, Bentonville, Arkansas 72716-0550, **998, LLC**, a Georgia limited liability company ("998"), of 7055 Concourse Parkway, Douglasville, Georgia 30134 Attention: Kongmey Wang, **1133 SHOPS, LLC**, a Georgia limited liability company ("1133"), of 7055 Concourse Parkway, Douglasville, Georgia 30134 Attention: Kongmey Wang, and **GIPSON/EAST-WEST, LLC**, a Georgia limited liability company ("Gipson"), of 7 Piedmont Center, Suite 150, Atlanta, Georgia 30305 (collectively, the "Parties").

**WITNESSETH**

**WHEREAS**, Wal-Mart, Jacoby Lindbergh Properties II, LLC ("Jacoby"), Austell Shops Associates, LLC ("Shops"), and Gipson entered into that certain Easements with Covenants and Restrictions Affecting Land ("ECR") dated the 14th day of January, 1999 and recorded the 19th day of January, 1999 in Deed Book 12108, Page 162, of the Cobb County, Georgia records; and

**WHEREAS**, the ECR affects certain real property described therein as Tracts 1, 2, 3, and 4 located in the City of Austell, Cobb County, Georgia; and

**WHEREAS**, 998, as successor in interest to Jacoby, is owner of Tract 1 as evidenced by that certain Limited Warranty Deed dated the 16th day of July, 2001 and recorded the 17th day of July, 2001 in Deed Book 13392, Page 2350, of the Cobb County, Georgia records; and

**WHEREAS**, 1133, as successor in interest to Shops, is owner of Tracts 2 and 3 as evidenced by that certain Limited Warranty Deed dated the 16th day of July, 2001 and recorded the 17th day of July, 2001 in Deed Book 13392, page 2373, of the Cobb County, Georgia records; and

**WHEREAS**, Wal-Mart is lessee of Tract 1 and Gipson is owner of Tract 4; and

**WHEREAS**, the Parties are now desirous of making certain amendments, changes, and alterations to the ECR to reflect accurately their intents and wishes.

**NOW, THEREFORE**, for One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. All terms used herein and denoted by their initial capitalization shall have the meanings set forth in the ECR unless set forth herein to the contrary.
2. The following sentence shall be added to the end of Paragraph 4(a):

"Notwithstanding the foregoing, Wal-Mart may construct a metal building on Tract 1 to serve as a fueling station kiosk."

1A

3. The following sentence shall be added to the end of Paragraph 6(a)(2):  
  
"Notwithstanding the foregoing, if Wal-Mart adds an additional Building Area on Tract 1, Wal-Mart agrees to maintain a parking area sufficient to accommodate no fewer than four and nine tenths (4.9) car spaces for each one thousand (1,000) square feet of Building Area on such tract."
  
4. Except as expressly modified herein, the ECR is hereby ratified and confirmed, and shall remain in full force and effect. In the event of any conflict between the provisions of the ECR and the provisions of this Amendment, the provisions of this Amendment shall supercede and prevail.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

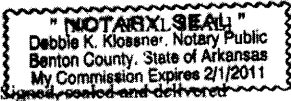
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Easements with Covenants and Restrictions Affecting Land to be duly authorized, executed, sealed and delivered as of the day and year first above written.

Signed, sealed and delivered  
this 16<sup>th</sup> day of June, 2003,  
in the presence of:

Leticia Harris  
Witness

Debbie K. Klossner  
Notary Public

My Commission Expires: 2-1-2011



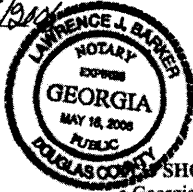
Signed, sealed and delivered  
this 29 day of MAY, 2003,  
in the presence of:

Laura G. Baker  
Witness

LAWRENCE J. BARKER  
Notary Public

My Commission Expires: 5/16/2008

[NOTARIAL SEAL]



[SEAL]

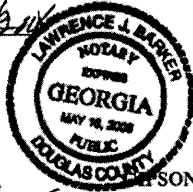
Signed, sealed and delivered  
this 29 day of MAY, 2003,  
in the presence of:

Laura G. Baker  
Witness

LAWRENCE J. BARKER  
Notary Public

My Commission Expires: 5/16/2008

[NOTARIAL SEAL]



[SEAL]

Signed, sealed and delivered  
this 12 day of June, 2003,  
in the presence of:

Robert L. Baker  
Unofficial Witness

M. Melinda Moore  
Notary Public

My Commission Expires: My Commission Expires August 15, 2005

[NOTARIAL SEAL]

[SEAL]

WAL-MART REAL ESTATE BUSINESS TRUST,  
a Delaware statutory trust.

By: [Signature]  
Martha G. Gilbert, Jr.  
Director, Fueling Station Development

by B. L. persons only  
WAL-MART STORE DEPT.  
Date 6/24/03  
[SEAL]

998, LLC,  
a Georgia limited liability company.

By: Kongwey Wang  
Name: Kongwey Wang  
Title: Managing member

SHOPS, LLC,  
a Georgia limited liability company.

By: Kongwey Wang  
Name: Kongwey Wang  
Title: Managing member

PERSON/EAST-WEST, LLC,  
a Georgia limited liability company.

By: John G. Pison Sr.  
Name: John G. Pison Sr.  
Title: mgr.