

Tax Parcel ID# 18017200050 and 18017500150

TTIA file 68508

After recording return to:

Trinity Title Insurance Agency, Inc.

437 E. Ponce de Leon Avenue

Decatur, GA 30030

GRANT OF PERPETUAL PUBLIC ACCESS TRAIL EASEMENT

THIS GRANT OF PERPETUAL PUBLIC ACCESS TRAIL EASEMENT (this “Grant”) is made and entered into this 7th day of February, 2023, by and between PRESTWICK DRIFT, LLC, a Georgia limited liability company (“Grantor”), having an address of 3715 Northside Parkway NW, Bldg. 200, Ste. 175, Atlanta, Georgia 30327, and **THE TRUST FOR PUBLIC LAND**, a California public benefit corporation d/b/a The Trust for Public Land (Inc.) (“Grantee”), having an office at 600 West Peachtree Street, Suite 1840, Atlanta, Georgia 30308.

W I T N E S S E T H:

WHEREAS, Grantor is the owner in fee simple of (i) that certain tract or parcel of real property located in the City of Smyrna, Cobb County, Georgia, known as Cobb County Tax Parcel 18017200050 and being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the “Grantor Property”), and (ii) that certain tract or parcel of real property located in the City of Smyrna, Cobb County, Georgia, known as Cobb County Tax Parcel 18017500150 and being more particularly described in Exhibit B attached hereto and by this reference made a part hereof (the “Additional Grantor Property”);

WHEREAS, Grantor has developed and is presently developing property owned by Grantor adjacent to the Grantor Property for residential and commercial purposes;

WHEREAS, a portion of the Grantor Property consisting of a corridor of land approximately 100 feet in width, which runs along the bank of the Chattahoochee River (which river serves as the easterly boundary of the Grantor Property) for the length of the Grantor Property, remains as an undeveloped buffer;

WHEREAS, Grantor wishes to grant and Grantee wishes to accept (i) a perpetual public access trail easement over the entire Grantor Property, and (ii) an eight (8) foot wide perpetual public access trail easement over a portion of the Additional Grantor Property to connect the Grantor Property with River View Road as described and depicted in Exhibit C attached hereto and by this reference made a part hereof (such 8 foot wide easement area, the “Riverview Road Connector Trail Easement Area”; the Grantor Property and the Riverview Road Connector Trail Easement Area being collectively referred to herein as the “Trail Easement Property”);

WHEREAS, the Trail Easement Property in its present state possesses significant natural, scenic, aesthetic, watershed and open-space features as well as recreational and educational opportunities for members of the general public by reason of the Trail Easement Property's inclusion within the Chattahoochee River corridor (collectively, the "Recreational Values");

WHEREAS, the preservation of the Trail Easement Property in substantially its present state, together with the restricted and limited establishment of new uses on the Trail Easement Property, including certain recreational uses that have proven to be historically compatible with the Trail Easement Property's Recreational Values, will clearly preserve and enhance the Trail Easement Property's Recreational Values;

WHEREAS, governmental policy in recent years has mandated additional protection of the Chattahoochee River and lands along its banks, including Georgia's River Care 2000 program and federal initiatives to expand the Chattahoochee River National Recreation Area;

WHEREAS, the Georgia General Assembly has enacted the Metropolitan River Protection Act, O.C.G.A. Sections 12-5-440 et seq., to protect within the Chattahoochee River corridor water quality and recreational values, and prevent and control activities which contribute to floods, flood damage, erosion and siltation, which purposes are furthered by the grant of the Trail Easement (as hereinafter defined in Paragraph 2 below);

WHEREAS, the Recreational Values are of great importance to Grantor, Grantee, the people of the State of Georgia and the general public, and are worthy of preservation and conservation;

WHEREAS, Grantee is a nonprofit corporation, one of whose purposes is to preserve and conserve areas such as the Trail Easement Property in order to preserve the Recreational Values;

WHEREAS, Grantee is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), and is a qualified "holder" within the meaning of O.C.G.A. section 44-10-2 (2);

WHEREAS, Grantor and Grantee mutually intend that the Trail Easement Property be preserved in perpetuity for the purpose of providing recreational and open space opportunities for the general public, and, where feasible in furtherance of the Recreational Values, improved with a recreational trail along the Chattahoochee River corridor, for the enjoyment of the general public which yields a significant public benefit, the preservation of open space pursuant to clearly delineated governmental policy which yields a significant public benefit, and public recreation and/or education, subject to the provisions contained herein;

WHEREAS, Grantor also wishes to preserve the Recreational Values by providing for the continuation of only those uses on the Trail Easement Property and such other uses as may expressly be permitted herein that have proven historically compatible with the Recreational Values, including, without limitation, the Trail Easement (as hereinafter defined);

WHEREAS, Grantor, as owner of the Trail Easement Property, wishes to convey to Grantee a non-possessory interest in the form of the Trail Easement over and across the Trail Easement Property to preserve and protect the Recreational Values of the Trail Easement Property in perpetuity, and Grantee wishes to accept such conveyance of the Trail Easement from Grantor, but only upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at or before the sealing and delivery of these presents, the mutual intentions expressed in the foregoing

recitals, the mutual covenants, terms, conditions and restrictions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Purposes. It is the general purpose of the Trail Easement to assure that except as expressly provided herein: (a) the Trail Easement Property will be retained forever as improved with the recreational trail in a natural, scenic, aesthetic, open and undisturbed condition: (b) will be accessible by members of the general public at no charge (in the context of O.C.G.A. section 51-3-21 (1)) for recreational and/or educational purposes, and (c) will not be used in such fashion as will significantly impair or interfere with the Recreational Values of the Trail Easement Property.

2. Grant of Easements. To accomplish the general purpose of this Grant, Grantor, hereby grants, establishes, conveys and confirms unto Grantee:

(a) a perpetual non-exclusive easement over the Trail Easement Property for the purposes of installing, constructing, using, operating, repairing, maintaining and replacing such trails as Grantee may develop thereon, to be located generally parallel to the Chattahoochee River, for the use, benefit and enjoyment of members of the public at no charge (in the context of O.C.G.A. section 51-3-21(1)), limited to pedestrian, non-motorized bicycle path use only (with vehicular access over and across other portions of the Trail Easement Property to such trail system permitted only where feasible, in the event of an emergency and, to the extent necessary or convenient, pursuant to Grantor's prior written consent (which shall not be unreasonably withheld or delayed) for trail construction and/or trail maintenance, provided care is taken to minimize the environmental impact of such vehicular access (collectively, the "Trail Easement"); and

(b) a temporary non-exclusive easement across the Additional Grantor Property for construction ingress and egress in a location mutually agreed upon by Grantor and Grantee (the "Temporary Access Easement"). The duration of the Temporary Access Easement shall not exceed 12 months from the day of commencement of construction within the Trail Easement Property. Grantee shall be solely responsible for its use of the Temporary Access Easement and shall hold harmless Grantor from and against any claims resulting from use of the Temporary Access Easement. Grantee's use of the Temporary Access Easement shall not interfere with activities on the Grantor Property or the Additional Grantor Property, and any damage to the Grantor Property and/or the Additional Grantor Property resulting from Grantee's use of the Temporary Access Easement shall be the sole responsibility of Grantee to repair.

Any trail, or trails (the "Trails") constructed within the Trail Easement Property shall be constructed and maintained in accordance with the following:

(1) The Trails shall be created, constructed and maintained in compliance with applicable law, at no cost to Grantor;

(2) Grantee shall be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction and maintenance of the Trails, and Grantor shall cooperate with such efforts;

(3) Grantee shall, subsequent to any work performed in connection with the Trails, restore any adversely affected surface area of the remainder of the Grantor Property or adjacent property owned by Grantor at Grantee's sole cost and expense to the same condition as existed prior to such work;

(4) The Trails shall run more or less parallel to the banks of the Chattahoochee River or any impoundment thereof but shall also provide for access to the trail system, if any, from the balance of the Grantor Property at such access points as are mutually acceptable to Grantor and Grantee and from River View Road along the River View Road Connector Trail Easement;

(5) If paths comprising the Trails are constructed with paved or other impervious material, such impervious trail area shall be limited to a single trunk trail with connection/access trails running generally perpendicular thereto, and in any case, such impervious trail area shall not exceed fifteen (15) feet in width; and

(6) To the extent reasonably practicable, the Trails shall be configured and installed so as to maximize the natural, scenic, and aesthetic features of the Trail Easement Property (provided, however, Grantor acknowledges that Grantee shall have the right (a) to revegetate the Trail Easement Property in furtherance of the Recreational Values with native plants intended to enhance and restore the natural features of the Trail Easement Property as well as to stabilize soils along the Chattahoochee River corridor, and (b) to the extent necessary or desirable, to cut and level the grade of portions of the Trail Easement Property in order to achieve beneficial layout of the Trails, provided the risk of soil erosion is minimized as much as reasonably possible, and the Trails are laid out and designed with the goal of stabilizing soils in such portions of the Trail Easement Property where soils may presently be subject to erosion.

3. Prohibited Uses. Any activity on, or use of, the Trail Easement Property materially inconsistent with the purpose of the Trail Easement or the Temporary Access Easement is prohibited. Except as expressly provided below in this Paragraph or as otherwise expressly contemplated herein, the Grantee, its successors and assigns shall be solely responsible for construction of the Trails and any appropriate landscaping and shall maintain the Trails and related improvements for the use and benefit of the public. Grantee acknowledges that no structures shall be constructed on the Trail Easement Property. It is mutually agreed and understood, however, that the Trail Easement permits Grantor and its successors-in-interest to use the Trail Easement Property for all purposes of access to the Trails on the Trail Easement Property for recreational use not inconsistent with the Trail Easement. Notwithstanding the foregoing to the contrary, it is expressly understood and agreed that Grantee, its successors and assigns shall be permitted to construct and maintain the Trails (together with associated signage, benches, and related trail-side improvements), consistent with the provisions of Paragraph 2. above and Grantee shall have the right to regulate use of the Trails by setting hours of use, rules, and regulating closures in the event of an emergency. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The change, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the Trail Easement Property, except as expressly provided herein.

B. Any residential, commercial or industrial use of, or activity on, the Trail Easement Property.

C. The construction or maintenance on the Trail Easement Property of any buildings, structures or other improvements, except as expressly permitted herein with respect to the Trails.

D. Except as expressly contemplated herein with respect to the Trails and landscaping of the Trail Easement Property in order to enhance the Recreational Values, any change, disturbance, alteration, or impairment whatsoever of the natural, scenic, and aesthetic features and conditions of the Trail Easement Property.

E. The exploration for, or the extraction of, oil, gas or other minerals, hydrocarbons, soils or other materials on or below the surface of the Trail Easement Property.

F. The dumping or other disposal of trash, garbage or other refuse of any nature whatsoever on the Trail Easement Property.

G. Any use or activity that causes or presents a risk of soil erosion including, without limitation, excavation (except as may be necessary in connection with construction of the Trails), land filling (except as may be necessary in connection with construction of the Trails), dredging and mining activities.

H. The construction, maintenance or erection of any sign or billboard on the Trail Easement Property except those designed to enhance use of the Trails on the Trail Easement Property.

J. The construction or extension of utility systems, except such systems as are necessary to serve the Trails, provided they are constructed at reasonable locations and the lines or conduits incorporated into such Trails are underground.

4. Reserved.

5. Hold Harmless; Indemnification. Grantee shall conduct its activities pursuant to the Trail Easement and the Temporary Access Easement so as not to endanger or harm any persons or otherwise damage the Grantor Property or the Additional Grantor Property including, but not limited to, the Trail Easement Property. Grantee shall indemnify, save, and hold harmless and defend the Grantor, and all of its officers, agents, and employees from any and all claims, losses, injuries, damages and liabilities to persons or property resulting, wholly or in part, from acts or omissions of Grantee, including acts or omissions of its contractors, agents and employees. Notwithstanding the foregoing, the Grantee shall not be liable to (or held to indemnify) Grantor for liability arising from and caused by any act or omission of the Grantor.

6. Taxes. Grantor shall pay, before delinquency, all taxes and assessments levied on or assessed against the Trail Easement Property by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Grant, and shall furnish Grantee with satisfactory evidence of payment upon request.

7. Subordination of Mortgages. If the Trail Easement Property is encumbered with a deed(s) to secure debt, Grantor agrees to work with the beneficiary thereof to subordinate the deed(s) to secure debt to the rights of Grantee under this Grant.

8. Condemnation. If the Trail Easement Property is taken, in whole or in part, by exercise of the power of eminent domain (it being understood that, if possible, any such exercise with respect to the Trail Easement Property shall be with the express written consent of both Grantor and Grantee), Grantee shall be entitled to compensation in accordance with applicable law, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages.

9. Assignment. The Trail Easement and the Temporary Access Easement are transferable, but Grantee may assign its rights and obligations under this Grant only to an organization that is a "qualified organization" at the time of transfer under Section 170(h) of the Code and the applicable regulations promulgated thereunder or to a Federal, state or local governmental agency or other public entity. As a condition precedent to any such transfer(s), Grantee and its successors and assigns shall obtain a specific

written assumption of and agreement to be bound by this Grant. Each such assumption shall be recorded in the public records of Cobb County, Georgia, and thereafter a copy of same shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors or assigns of Grantor, as applicable.

10. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or to such other addresses as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph 10):

To Grantor: Prestwick Drift, LLC
3715 Northside Parkway NW, Bldg. 200, Ste. 175
Atlanta, Georgia 30327
Attention: Chuck Young

With a copy to: Arnall Golden Gregory LLP
Attn: Andrew D. Siegel
171 17th Street, Suite 2100
Atlanta, Georgia 30363

To Grantee: The Trust for Public Land (Inc.)
600 West Peachtree Street
Suite 1840
Atlanta, Georgia 30308
Attention: Walt Ray

With a copy to: The Trust for Public Land (Inc.)
306 North Monroe Street
Tallahassee, FL 32301
Attention: Pete Fodor

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, if personally served or if delivered by nationally recognized, overnight courier service, or on the date indicated on the return receipt, if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

11. General Provisions.

A. Controlling Law. The interpretation and performance of this Grant shall be governed by and construed in accordance with the laws of the State of Georgia.

B. Construction. If any provision of this Grant is found to be ambiguous, an interpretation consistent with the purposes of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This Grant sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings, and agreements relating thereto, all of which are merged herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors and Assigns; Covenants, etc. Run With Land. The covenants, terms, conditions and restrictions of this Grant shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as an easement and servitude running with the Grantor Property in perpetuity and enforceable against Grantor and all present and future owners, tenants and other holders of any interest in the Grantor Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with Paragraph 9 above. The terms "Grantor" and "Grantee", when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors and assigns.

G. Termination of Rights and Obligations. Each party's rights and obligations under this Grant shall terminate upon the transfer of such party's interest in this Grant pursuant to Paragraph 9 above or the sale or transfer of the Trail Easement Property (subject to the provisions of subparagraph 11(F) above and otherwise consistent with the terms of this Grant), as the case may be, except that liability for the acts or omissions of such party occurring prior to such transfer shall expressly survive such transfer.

H. Captions. The captions in this Grant have been inserted solely for convenience of reference, are not a part of this Grant and shall have no effect upon construction or interpretation.

I. Grantor's Successors-in-Title. Grantor agrees that any conveyance of the Trail Easement Property by Grantor will be made expressly subject to the terms, conditions, restrictions and purposes of this Grant and the same shall be inserted by Grantor in, or incorporated by reference in, any subsequent deed or other legal instrument by which Grantor divests itself of fee simple or any other interest in the Trail Easement Property or any portion thereof, and Grantor hereby agrees to notify Grantee or its successors or assigns of any such conveyance.

J. Grantor's Representation and Warranty. Grantor hereby represents and warrants that it is seized of the Trail Easement Property in fee simple and has good right to grant and convey the Trail Easement and the Temporary Access Easement.

K. Recordation. Grantor and Grantee agree that this Grant shall be promptly recorded by Grantee in the Office of the Clerk of Superior Court of Cobb County, Georgia, at Grantee's sole cost and expense. Grantor shall provide Grantee with the original, recorded Trail Easement promptly following its receipt of same from the Clerk of the Superior Court of Cobb County, Georgia.

L. Counterparts. This Grant may be executed in one or more counterparts and as so executed shall constitute a single instrument.

M. Amendment. This Grant shall not be modified or altered in any respect except by a writing executed and delivered by the then owner(s) of the Grantor Property and the Grantee and recorded in the public records of Cobb County, Georgia.

12. Termination. Notwithstanding anything to the contrary provided in this Grant, Grantor and Grantee hereby acknowledge and agree that this Grant shall automatically terminate, be of no further force or effect, and no longer burden any portion of the Grantor Property if (i) Grantee does not

commence the construction and installation of the Trails contemplated hereby by June 1, 2023, or (ii) Grantee does not complete the construction and installation of the Trails contemplated hereby by June 1, 2024. Notwithstanding the automatic termination of this Grant as aforesaid, each of Grantor and Grantee agrees to promptly execute and record in the public records of Cobb County, Georgia a termination of this Grant if either of the foregoing conditions to such termination occurs.

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IN WITNESS WHEREOF, each of Grantor and Grantee has caused its hand and seal to be hereunto affixed by its duly authorized signatory(ies) as of the day and year first above written.

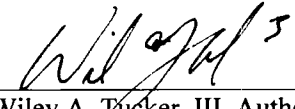
GRANTOR:

Signed, sealed and delivered
in the presence of:

PRESTWICK RIVERVIEW, LLC,
a Georgia limited liability company

By: Riverview Apartment Development JV,
LLC, a Georgia limited liability company,
its sole member and manager


CASEY CRAVEN
Unofficial Witness

By : 
Wiley A. Tucker, III, Authorized Signatory

Maxim I Kovtoun
Notary Public

My Commission Expires:

Jan. 27th, 2025

[NOTARIAL SEAL]

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:
08/31/2026



GRANTEE:

THE TRUST FOR PUBLIC LAND.

a California public benefit corporation d/b/a
The Trust for Public Land (Inc.)

By : [Signature]
Name: Georg Drenting
Title: C.A. State Director

Attest: [Signature]
Name: Stacy Gayhart
Title: Assistant Secretary

[CORPORATE SEAL]

Exhibit "A"

Legal Description of Grantor Property

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 - Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 - Easting: 2194562.57; thence continuing along said right-of-way line of River View Road the following courses and distances: North 28 degrees 34 minutes 6 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence continue Northeasterly along said line, a distance of 55.41 feet; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 0 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 34.92 feet to a point; thence leaving said right-of-way line South 63 degrees 23 minutes 0 seconds East a distance of 209.96 feet to a point said point being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING, as thus established, thence North 26 degrees 37 minutes 00 seconds East a distance of 18.10 feet to a point; thence North 32 degrees 35 minutes 35 seconds East a distance of 15.62 feet to a point; thence North 38 degrees 34 minutes 09 seconds East a distance of 157.27 feet to a point; thence North 37 degrees 01 minutes 22 seconds East a distance of 6.75 feet to a point; thence North 35 degrees 28 minutes 34 seconds East a distance of 377.75 feet to a point; thence South 60 degrees 15 minutes 03 seconds East a distance of 55.29 feet to a point; thence South 66 degrees 37 minutes 16 seconds East a distance of 90.81 feet to a point; thence South 41 degrees 07 minutes 24 seconds West a distance of 96.34 feet to a point; thence South 45 degrees 02 minutes 12 seconds West a distance of 107.25 feet to a point; thence South 40 degrees 09 minutes 32 seconds West a distance of 132.63 feet to a point; thence South 40 degrees 47 minutes 48 seconds West a distance of 129.47 feet to a point; thence South 38 degrees 14 minutes 52 seconds West a distance of 108.74 feet to a point; thence South 36 degrees 47 minutes 27 seconds West a distance of 115.31 feet to a point; thence South 29 degrees 05 minutes 45 seconds West a distance of 48.51 feet to a point; thence South 29 degrees 05 minutes 45 seconds West a distance of 36.02 feet to a point; thence South 29 degrees 33 minutes 53 seconds West a distance of 82.39 feet to a point; thence South 27 degrees 47 minutes 32 seconds West a distance of 62.01 feet to a point; thence South 27 degrees 02 minutes 22 seconds West a distance of 46.57 feet to a point; thence South 27 degrees 02 minutes 22 seconds West a distance of 54.72 feet to a point; thence South 24 degrees 50 minutes 37 seconds West a distance of 49.13 feet to a point; thence South 27 degrees 16 minutes 11 seconds West a distance of 95.61 feet to a point; thence South 31 degrees 13 minutes 01 seconds West a distance of 97.05 feet to a point; thence South 15 degrees 56 minutes 44 seconds West a

EXHIBIT A

distance of 147.80 feet to a point; thence South 13 degrees 00 minutes 28 seconds West a distance of 33.04 feet to a point; thence North 61 degrees 26 minutes 03 seconds West a distance of 88.05 feet to a point; thence North 28 degrees 13 minutes 38 seconds East a distance of 196.94 feet to a point; thence North 26 degrees 36 minutes 39 seconds East a distance of 648.97 feet to a point; thence North 90 degrees 00 minutes 00 seconds East a distance of 0.00 feet to a point; thence North 63 degrees 23 minutes 00 seconds West a distance of 11.73 feet to a point, said point being the true point of beginning.

Said tract contains 116,110 square feet or 2.666 acres.

DATE OF FIELD WORK APRIL 20, 2020
SCALE: 1" = 60'
DATE: APRIL 20, 2020
FILE NO. 0003115
CHECKED BY: JNH
DRAWN BY:

PRESTWICK COMPANIES

VARIABLES

NOTICE

БМР

PLANNERS AND ENGINEERS COLLABORATIVE
WE PROVIDE SOLUTIONS

SITE PLANNING • LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING • LAND SURVEYING
AND RESEARCH CONSULTING
3000 Peachtree Corners, Georgia 30094
770.441.9774 • WWW.PECOL.COM




Exhibit A

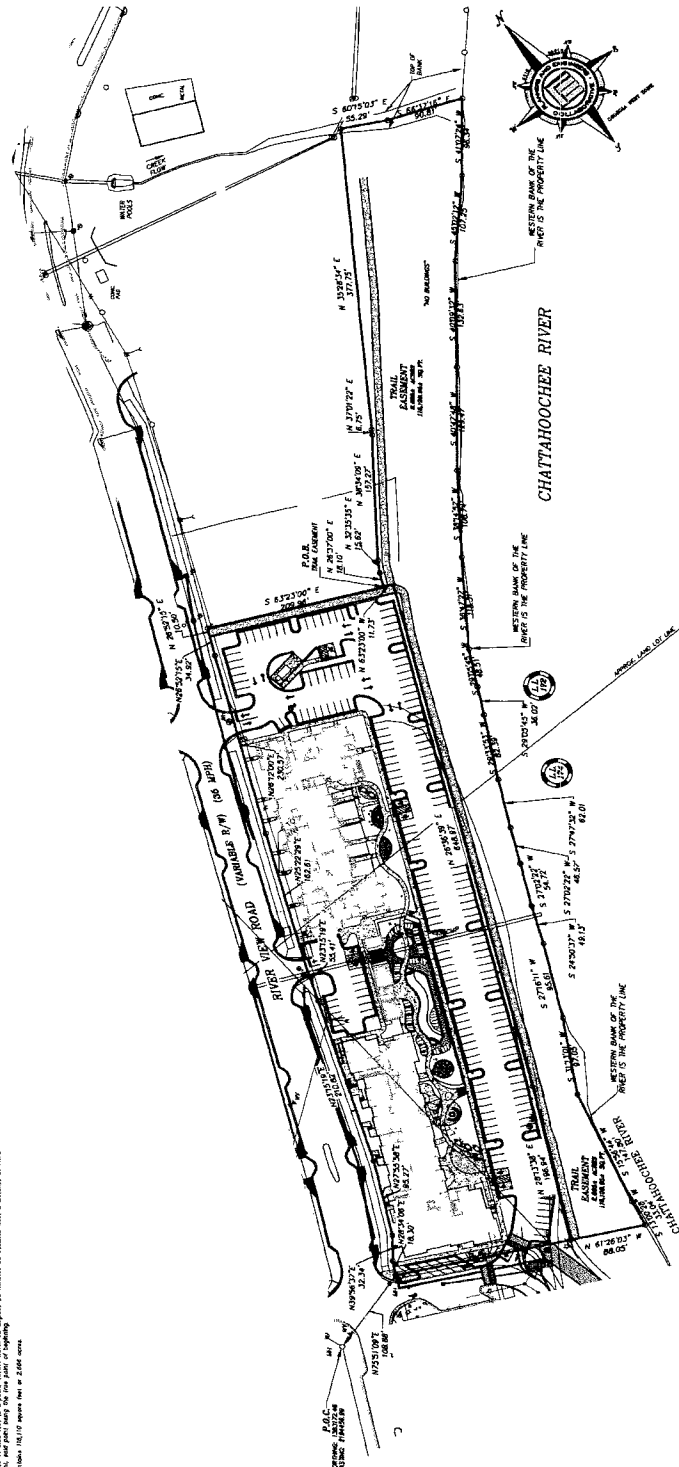
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Exhibit "B"

Legal Description of Additional Grantor Property

EXHIBIT B

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 - Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 - Easting: 2194562.57, said point being THE TRUE POINT BEGINNING;

From the TRUE POINT OF BEGINNING, as thus established, Thence North 28 degrees 34 minutes 06 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 55.41 feet to a point; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 00 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 24.42 feet to a point; thence South 63 degrees 23 minutes 00 seconds East a distance of 221.74 feet to a point; thence South 26 degrees 36 minutes 39 seconds West a distance of 638.47 feet to a point; thence South 28 degrees 13 minutes 38 seconds West a distance of 196.94 feet to a point; thence North 61 degrees 26 minutes 03 seconds West a distance of 38.74 feet to a point; thence North 61 degrees 26 minutes 03 seconds West a distance of 167.21 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains 177,255 square feet or 4.069 acres.

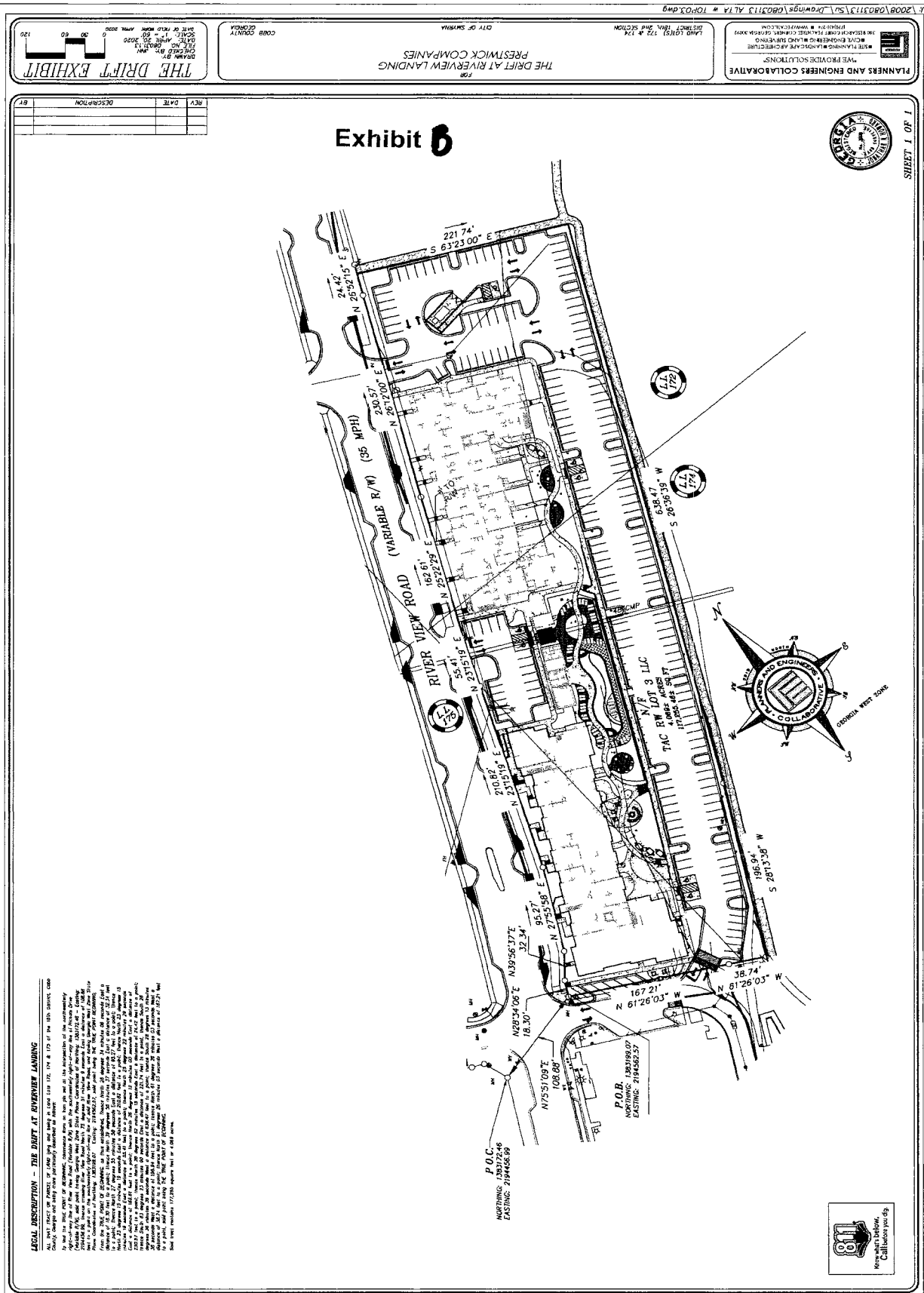


EXHIBIT C

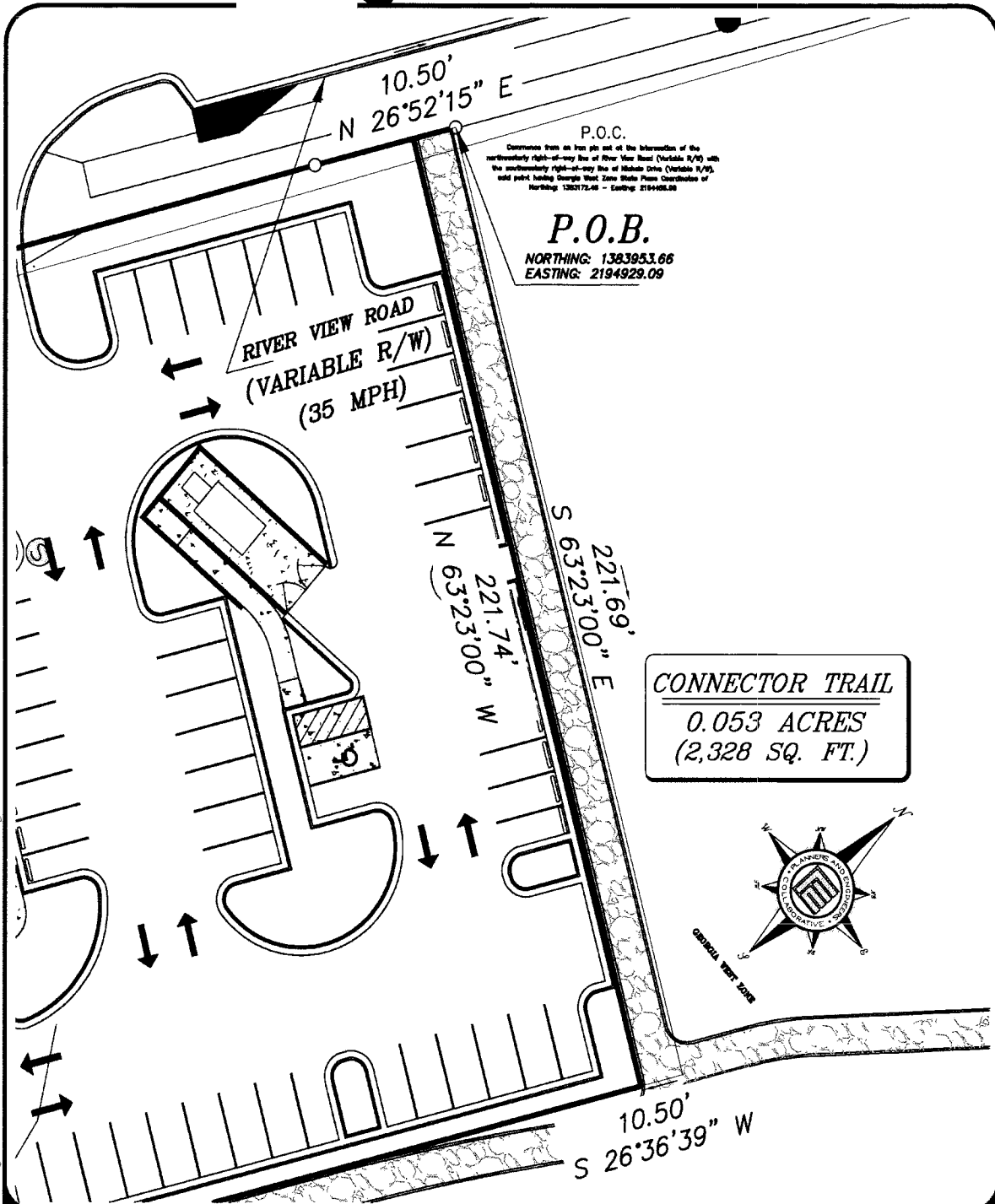
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 - Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 - Easting: 2194562.57; thence continuing along said right-of-way line of River View Road the following courses and distances: North 28 degrees 34 minutes 6 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence continue Northeasterly along said line, a distance of 55.41 feet; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 0 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 24.42 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 10.50 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Thence leaving said right-of-way line South 63 degrees 23 minutes 00 seconds East a distance of 221.69 feet to a point; thence South 26 degrees 36 minutes 39 seconds West a distance of 10.50 feet to a point; thence North 63 degrees 23 minutes 00 seconds West a distance of 221.74 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 10.50 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains 2,328 square feet or 0.053 acres.

Exhibit 



Planners & Engineers Collaborative+

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
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TRAIL CONNECTOR EXHIBIT
FOR
PRESTWICK COMPANIES

DRAWN BY: NAV
CHECKED BY: JNH
FILE NO.: 08031.13
DATE: 1/9/23
SCALE: 1"=30'

