



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: July 11, 2022

Subject: **Approval of a Purchase and Sale Agreement with Brookfield Properties for the Ashford Dunwoody Path Phase 1**

ACTION

Authorize the Mayor, City Manager, or designee to execute a purchase and sale agreement and closing documents to acquire right of way and easements from Brookfield Properties for Phase 1 of the Ashford Dunwoody Path.

SUMMARY

The city needs an additional 0.94 acres of right of way and 0.36 acres of temporary easements along the Ashford Dunwoody frontage of Perimeter Mall to a two-way cycle track and wider sidewalk. The mall owner, Brookfield Properties, has agreed to sell the right of way and easements, appraised at \$4.2 million in 2020, for \$443,081. The purchase and sale agreement establishes the purchase price, obligates the city to cover the seller's closing and other costs related to the sale and establishes the specifications for Brookfield to replace the existing marquee sign that needs to be relocated for the project.

DETAILS

The purchase and sale agreement obligates Brookfield Properties to sell the 0.94 acres of right of way and 0.36 acres of temporary construction easement to the city for a price of \$443,081. The agreement also provides for Brookfield to dedicate an additional 0.3 acres of right of way to include the Ashford Dunwoody frontage improvements recently completed for the Lazy Dog restaurant development. Brookfield will be responsible for removing the existing marquee sign that is within the right of way to be acquired by the city and will build and operate a new sign on their property that conforms to the terms and conditions of Exhibits D and F of the agreement.

In addition to the purchase amount the city's obligations in the agreement include:

- Put up \$50,000 in earnest money to be applied towards the purchase
- Pay Brookfield's transaction costs including up to \$40,000 to secure releases from their lender and from the department stores that have reciprocal easement agreements on the property
- Pay closing costs not to exceed \$5,000 and recording costs
- Approve the new sign consistent with the terms and conditions of Exhibits D and F of the agreement



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The PCID and city have shared equally in the cost of the design and the PCID had previously agreed to pay 75% of the right of way purchase cost. A request for the PCID's share of the right of way cost and 100% of the transaction and closing costs will be presented to the PCID board at their next scheduled meeting in August. The city is covering its own legal and recording costs for the transaction.

The Ashford Dunwoody Path project arose from the Perimeter Community Improvement District's (PCID) Commuter Trail plan adopted by the PCID board and the city. The planned improvements for Phase I adjacent to Perimeter Mall consist of a 10-foot wide, two way, raised cycle track separated from the roadway by a 5 to 19-foot wide landscape buffer. A new 6-foot wide, sidewalk will replace the existing sidewalk and will be separated from the cycle track by a brick paver band. Most of the existing trees will be retained and new oak trees will be planted to replace the oak trees that require removal for the project. Decorative elements of the project include brick and granite paver bands, benches, new lighting, landscaping and a bus shelter.

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute a purchase and sale agreement and closing documents to acquire right of way and easements from Brookfield Properties for Phase 1 of the Ashford Dunwoody Path.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of _____, 2022 (the “Effective Date”), by and between **THE CITY OF DUNWOODY, GEORGIA**, a municipal corporation in the State of Georgia (the “Purchaser”), and **PERIMETER MALL, LLC**, a Maryland limited liability company (the “Seller”).

WITNESSETH:

WHEREAS, the Seller is the owner of certain improved real property, being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (hereinafter, the “Mall Property”); and

WHEREAS, the Mall Property is subject to that certain Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 14, 2014 in favor of Teachers Insurance and Annuity Association of America (“Seller’s Lender”) and ancillary security documents (collectively, the “Mortgage”); and

WHEREAS, the Mall Property is subject to that certain Construction, Operation and Reciprocal Easement Agreement (Amended and Restated) dated as of July 31, 1981 by and among Perimeter Mall, Inc., Hexalon Real Estate, Inc., J. C. Penney Company, Inc., Federated Department Stores, Inc., and R. H. Macy & Co., Inc., as amended (the “REA”); and

WHEREAS, the Seller is willing to sell to the Purchaser a certain portion of the Mall Property described in Exhibit “B” attached hereto and incorporated herein by this reference (the “Project Property”) for the purpose of a public pedestrian and bike path project to be constructed by the Purchaser known as Commuter Trails: Ashford Dunwoody Road from Hammond Drive to Perimeter Center West (hereinafter the “Project”); and

WHEREAS, construction of the Project also will require certain temporary construction, slope and pedestrian and bicycle access easements as reflected by the plans attached as Exhibit “C” hereto and incorporated herein by this reference (the “Project Plans”); and

WHEREAS, the parties agree that the Project will require the relocation of an existing lawful nonconforming sign located on the Mall Property (the “Existing Sign”); and

WHEREAS, due to the size, location, and age of the Existing Sign, its relocation is not feasible without incurring significant additional impacts to the Mall Property; and

WHEREAS, the parties have agreed to the removal of the Existing Sign and installation of a new sign on the Mall Property per the specifications attached as Exhibit “D” hereto and incorporated herein by this reference (the “New Sign”), which is significantly less nonconforming, and which will significantly reduce the impacts to the Mall Property; and

WHEREAS, the parties desire to enter into this Agreement in order to allow the

Purchaser the necessary time to perform its due diligence and receive formal approvals of its governing body to purchase the Project Property, and to formalize other certain matters in relation to the acquisition;

NOW, THEREFORE, for and in consideration of the premises and the hereinafter described Earnest Money, the mutual promises, covenants and agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Earnest Money.** The sum of \$50,000.00 in earnest money (the “Earnest Money”) is hereby deposited in escrow with the law firm of Mozley, Finlayson & Loggins LLP to further bind this transaction and to guarantee the faithful performance by the Purchaser. The parties hereto agree that the Earnest Money need not be deposited in any interest-bearing account and that the Earnest Money shall not accrue interest until Closing (as defined in paragraph 2 hereof). In the event (1) any conditions or contingencies applicable to this Agreement are not satisfied, or (2) the Seller breaches this Agreement, then the Earnest Money shall be returned to the Purchaser with up to \$5,000.00 as reimbursement for any documented expenses and/or attorneys’ fees actually incurred during the preparation of this Agreement and in efforts to try to get to Closing. In the event the Purchaser breaches this Agreement, then the Earnest Money shall be forfeited by the Purchaser, and in such event the Earnest Money shall be retained by or paid to the Seller as full and complete liquidated damages pursuant to O.C.G.A. §13-6-7, it being acknowledged by the Purchaser and the Seller that in such event it would be extremely impracticable and difficult to ascertain the actual damages that would be suffered by the Seller. Such liquidated damages shall be the Seller’s sole remedy for the Purchaser’s breach. Except as set forth above, neither the returning of the Earnest Money to the Purchaser nor the forfeiture of the Earnest Money by the Purchaser shall affect any other remedies available to the Purchaser or the Seller for a breach by the other party hereto, including, without limitation, the Purchaser’s right to maintain an action for damages or specific performance of this Agreement. Notwithstanding the provisions herein, no default by either party shall result in a termination or limitation of any rights, nor shall any remedy be sought, unless and until the defaulting party has received notice of the default and the action required to cure said default and the defaulting party shall have failed to cure said default within seven (7) days’ notice in the case of a monetary default and thirty (30) days’ notice in the instance of a non-monetary default, provided that, if the nature of the non-monetary default is such that it cannot be cured within 30 days, the party shall not be in default under this Agreement if it has taken steps to cure said non-monetary default within the 30 day period and is working diligently to cure the default until such default is cured.

2. **Purchase Price.** The purchase price for the Project Property shall not exceed \$443,081.45 and the amount of the Earnest Money shall be credited against the purchase price. The balance shall be paid to the Seller in cash at Closing, Closing being hereby defined to be as of the conveyance of the Project Property, in fee simple and via Limited Warranty Deed as set forth in paragraph 8 hereof.

3. **Inspection by Purchaser**

(a) **Inspection Period.** The Seller hereby grants to the Purchaser, for a

period of one hundred twenty (120) days commencing on the Effective Date (the "Inspection Period"), access to the Project Property to inspect the surface and subsurface of the Project Property to determine its feasibility for the Project, including, but not limited to, physical characteristics, site planning, utilities, zoning, regulatory, load bearing capacity, the environmental assessments and other tests and investigations described in Sections 9 and 11 hereof (the "Site Investigation Work"). The Purchaser shall determine in its sole and unlimited discretion whether the Project Property is suitable for the Project. Should the Purchaser determine that the Project Property is not suitable, then the Purchaser shall notify the Seller of such determination before the end of the Inspection Period, and both the Purchaser and the Seller shall be relieved of any obligation to each other and the Earnest Money shall be returned to the Purchaser.

(b) Purchaser's Inspection Obligations. The Purchaser shall perform all Site Investigation Work in accordance with all applicable laws. The Purchaser shall repair any damage caused by the Site Investigation Work and indemnify the Seller for any damages or loss suffered by the Seller as a result of any of the Site Investigation Work.

4. **Conditions.** Unless waived by the Purchaser, the obligations of the Purchaser under this Agreement are expressly made subject to the following conditions:

(1) The Project Property being conveyed is conveyed "as is where is" as of the Closing.

(2) This sale is premised upon the ability of the Seller to secure the release of the Project Property from the Mortgage and the REA. The Seller shall use commercially reasonable efforts to secure such releases. To the extent the Seller must pay a release fee or incur other expenses to do so, the Purchaser shall reimburse the Seller for same in an amount not to exceed ~~Twenty Thousand and No/100 Dollars (\$20,000.00 U.S.)~~ [\$ 40,000]. Assuming the releases are secured, then legal title will be delivered at Closing and must be a fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year, protective and restrictive covenants of record, utility or other easements which do not materially affect the value of the Project Property and do not adversely affect the Project Plans, and such other encumbrances as may be assumed or specifically approved by the Purchaser (collectively, the "Permitted Exceptions"). At the Purchaser's exclusive responsibility and expense, the Project Property must be insurable under an ALTA Owner's Policy (the "Title Policy") insuring the Purchaser's interest in the Project Property as a fee interest or, as applicable, without exception other than the Permitted Exceptions, to be issued by a national title insurance company selected by and at the sole and exclusive expense of the Purchaser. The Seller shall be obligated to pay and discharge at or prior to Closing all mortgages, deeds to secure debt, security agreements, mechanic's and materialmen's liens, tax liens and assessments, and other encumbrances that can be cured by the payment of a sum certain, provided they apply to the Project Property. If, at the Closing, the Project Property is subject to any exceptions other than Permitted Exceptions, then the Purchaser may elect to terminate this Agreement and receive a full

refund of the Earnest Money or accept title to the Project Property subject to such exceptions. The Seller shall have no obligation to cure or remove any such exceptions, but the Seller shall work in good faith with the Purchaser to resolve any issues revealed by the Purchaser's title examination. The Seller shall reasonably cooperate with the Purchaser in any efforts by the Purchaser to cure or remove such exceptions, but at no cost or expense to the Seller. Should the Seller be unable to obtain the release of the Project Property from the Mortgage or from the REA, then this Agreement shall be null and void and all Earnest Money shall be refunded to the Purchaser.

(3) The truth and accuracy as of the Effective Date and as of the date of Closing of each and every warranty or representation made herein by the Seller.

(4) The Purchaser must be satisfied with the condition of the Project Property. The Purchaser's failure to give notice as provided in Section 3(a) hereof before the expiration of the Inspection Period shall conclusively be deemed to establish that the Purchaser is satisfied with the condition of the Project Property.

(5) The obligations of the Seller and the Purchaser remain in full force and effect to the extent they have not been satisfied, and the full set of construction plans and timetable have been approved by the Seller.

(6) The Purchaser shall have the Project Property subdivided into a legally distinct and separate tax parcel or parcels from its current parent tract, at its sole and exclusive expense.

(7) The title examination and survey shall be acceptable to the Purchaser in the Purchaser's sole discretion.

5. **Prorations and Adjustments.**

[Intentionally deleted.]

6. **Closing Expenses.** The Purchaser shall pay all recording costs, the cost of the Survey, any title insurance premium and any other expenses and the costs of Closing. Any fee charged by Title Company for conducting the Closing shall be paid by the Purchaser. All costs and expenses of the parties' performance of their respective obligations hereunder and the consummation of the transactions contemplated herein that have not been assumed specifically by either party under the terms hereof shall be borne by the party incurring such cost or expense. Notwithstanding the foregoing, the Purchaser shall reimburse to the Seller at Closing an amount sufficient to cover the Seller's expense in negotiating, reviewing and editing this Agreement, but which amount shall in no instance exceed \$5,000.00. The Purchaser shall prepare and furnish all Closing documents to the Seller at least five (5) business days prior to Closing such that the parties can execute documents at the Closing.

7. **Seller's Deliveries at Closing.** The Seller shall execute and deliver at Closing the following documents, dated the date of Closing unless otherwise specified, the form of each of

which shall be reasonably acceptable to the Seller, the Purchaser, and the Purchaser's title insurance company, and the execution and accuracy of which shall be a condition to the Purchaser's obligation to consummate the purchase and sale herein contemplated:

(a) **Limited Warranty Deed.** The Seller shall convey title and fee interest to the Project Property to the Purchaser, via a limited warranty deed (the "Deed"), in recordable form, duly executed by the Seller and conveying to the Purchaser good, marketable and insurable fee simple title to the Project Property, subject only to the Permitted Exceptions, and free and clear of liens or encumbrances created by the Seller pursuant to paragraph 3(2) above.

(b) **Certificate of Non-Foreign Status.** A certificate duly executed by the Seller setting forth the Seller's address and Social Security or tax identification number and certifying that the Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (a/k/a "FIRPTA").

(c) **Owner's Affidavit.** The Seller shall furnish at Closing an affidavit in form satisfactory to the Purchaser and the Purchaser's title insurance company showing that, among other things, all labor, materials and services furnished, if any, to the property within ninety-five (95) days prior to the date of Closing have been paid or otherwise cannot constitute a materialman's or laborer's lien against the Project Property, and also stating that no encroachments or disputes concerning the boundaries to the Project Property exist.

(d) **Georgia Withholding Tax Affidavit.** The Seller shall provide the Purchaser with an affidavit or other documentation, in form and substance acceptable to the Purchaser's counsel and the Purchaser's title insurance company, sufficient to demonstrate that the Seller is exempt from the withholding requirements of O.C.G.A. §48-7-128.

(e) **Releases.** Documents in recordable form sufficient to release the Project Property from the Mortgage and the REA.

(f) **Temporary Easements.** At the Closing, the Seller and the Purchaser shall execute and deliver a temporary construction, slope or other easements in the form attached hereto as Exhibit "G" or as necessary to fulfill the intent of this Agreement.

(g) **Additional Documents.** Such other documents, easements, affidavits or certificates as are customary or may be reasonably necessary to consummate the sale of the Project Property or to induce the Title Company to issue the Title Policy, including "gap" coverage, and to evidence the existence of the Seller's authority to convey the Project Property.

8. **Closing and Possession.** The Closing shall occur on or before _____, 2022 or such other date as may be agreed upon by the parties. The Closing will be at the offices of the Title Company or such other location mutually agreeable to the Seller and the Purchaser, and the

Seller and the Purchaser shall reasonably cooperate to close the transactions herein by mail. The Purchaser shall give the Seller at least ten (10) business days' notice of the time and place of Closing. Possession shall be delivered at Closing. A copy of all documents recorded by the Purchaser shall be sent to the Seller per the requirements of paragraph 15.

9. **Environmental Assessments.** The Seller acknowledges and agrees that prior to the expiration of the Inspection Period, the Purchaser shall have the right to have both Phase I and Phase II Environmental Site Assessments performed by a party acceptable to the Purchaser and at the Purchaser's expense. The Purchaser shall give the Seller five (5) business days' notice of its intent to commence such work, and simultaneously provide the identity of the consultant as well as the scope of work to be performed. In the event such assessments reveal that the Project Property is contaminated in excess of levels requiring remediation pursuant to applicable state and federal laws, the Seller shall have the option to remediate the same or to give the Purchaser written notice of the Seller's election not to remediate the same. In the event the Seller elects not to remediate the same, then the Purchaser shall have the option to void and terminate this Agreement – in which event the Earnest Money shall be returned to the Purchaser – or the Purchaser may waive the same and proceed to close. In the event the Seller elects to remediate the same, any remediation shall be paid by the Seller and completed prior to Closing unless otherwise agreed to in writing by the parties. In all events, the Purchaser agrees to provide the Seller with a copy of any and all environmental assessments that may be performed as a result of the Purchaser exercising the Purchaser's right to have such assessments performed if requested by the Seller. However, the Purchaser shall indemnify and hold harmless the Seller from any and all liability arising from such work; and should the work cause damage to the Mall Property, then such damage will be fully repaired within thirty (30) calendar days.

10. **Maintenance of Access.** The Parties acknowledge that the Project will cross three access roads from Ashford Dunwoody Road onto the Mall Property. During the construction phase of the Project, the Purchaser will provide the Seller with at least five (5) days' notice of its intent to work in any of these access roads, and further agrees that at no time will more than one of these access roads be closed simultaneously. The Purchaser will provide to the Seller a schedule of the performance of any work affecting any access road, which shall be subject to the Seller's reasonably prior approval in order to minimize any adverse effects of such work on the operation of the Mall Property. Closures of any access road shall be limited to three (3) days; provided, however, that the Seller recognizes that work on the Project may be phased and require additional closure in the future, also subject to these requirements. Additionally, the Purchaser agrees to take all reasonable steps to facilitate access to the Mall Property during development activity, including but not limited to use of temporary signage or a police presence on site; all at its sole and exclusive expense. Notwithstanding anything to the contrary herein, in the event of an emergency situation, Purchaser shall have access to the Mall Property and/or the Project Property without being liable to Seller.

11. **Soil Borings, Soil Tests, etc.** The Seller acknowledges and agrees that at any time before the expiration of the Inspection Period the Purchaser shall have the right to enter the Project Property and conduct at the Purchaser's expense soil boring, soil tests and other examinations to determine the suitability of the Project Property for the Project. However, the Purchaser shall indemnify and hold harmless the Seller from any and all liability arising from such work; and

should the work cause damage to the Project Property, then such damage will be fully repaired within thirty (30) calendar days. Additionally, the Purchaser shall give the Seller at least five (5) days' advance notice of its intention to conduct such tests, and simultaneously shall provide the identity of the consultant as well as the scope of work to be performed.

12. **Condemnation.** The Purchaser shall not exercise, or request any other governmental authority to exercise, any power of condemnation with respect to the Project Property or any part thereof before the Closing unless Seller has defaulted under any provision of this Agreement. If the Project Property is taken by condemnation by another governmental authority, or conveyed under the threat of condemnation to another governmental authority, or if there is any pending or threatened condemnation of the Project Property by another governmental authority prior to or as of the date of Closing, then in such event the Purchaser shall have the option of completing the purchase of the Project Property pursuant to this Agreement and receiving an assignment of any condemnation awards or proceeds related thereto or canceling this Agreement and receiving a refund of the Earnest Money.

13. **The Seller's Representations and Warranties.** The Seller represents and warrants to the Purchaser that the following representations and warranties shall be true as of the Effective Date and as of the Closing date:

1. The Seller has the authority to execute this Agreement and the Deed.

2. Except as otherwise provided in paragraph 3(2), the Seller is not subject to any restriction which would prevent, diminish or otherwise limit the obligations of the Seller under this Agreement or prevent the consummation of the transactions contemplated by this Agreement. No agreement, instrument, order, judgment, decree or other like or similar document exists or is in effect which would be breached by the execution and performance of this Agreement.

3. There are no actions, causes of action, claims, suits or proceedings pending or threatened against the Seller affecting the Seller's ownership of the Project Property, at law or in equity, or before or by any governmental department, commission, board or bureau, agency or instrumentality, whether domestic or foreign. To the best of its knowledge and after diligent investigation, the Seller is not in default or violation of any order, writ, injunction or decree of any court of any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, relating to or affecting the Seller's ownership of the Project Property. The Purchaser acknowledges that the Seller is not in violation of any City of Dunwoody codes.

4. Hazardous Substances.

a. For purposes of this Agreement, "Environmental Laws" means the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et

seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and all other applicable state, county, municipal, administrative or other environmental, hazardous waste or substance, health and/or safety laws, ordinances, rules, regulations and requirements pertaining to the environmental or ecological conditions on, under or about the Project Property. For purposes of this Agreement, "Hazardous Materials" means any waste, pollutant, contaminant, hazardous substance, toxic, ignitable, reactive or corrosive substance, hazardous waste, special waste, industrial substance, byproduct, process intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, liquid or gaseous products, or any constituent of any such substance or waste, the use, handling or disposal of which by the Seller is in any way governed by or subject to any applicable Environmental Law.

b. The Seller has no actual knowledge that the Project Property, improvements or equipment located on the Project Property is in violation of any Environmental Laws, contain any Hazardous Materials, asbestos, PCBs, underground storage tanks, open or closed pits, dumps or other containers on or under any such assets. The Seller has no actual knowledge that the Seller has imported any Hazardous Materials onto the Project Property.

5. Seller has received no notice of any condemnation or eminent domain proceedings pending, threatened or contemplated against the Project Property or any part of the Project Property, and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Project Property or any part of the Project Property.

6. The Project Property is not subject to any leases, operating or maintenance agreements which will interfere with the conveyance of the Project Property.

7. The Seller owns fee simple title to the Project Property.

14. **The Purchaser's Representations and Warranties.** The Purchaser represents and warrants to the Seller that as of the Effective Date and as of the Closing date:

1. The Purchaser has and will have the complete and full authority to execute this Agreement.

2. The Purchaser has and will have the complete and full authority to (i) consummate this Agreement, (ii) execute and deliver the various documents, instruments and agreements, including but not limited to, affidavits and certificates as are necessary or desirable to effectuate the transaction contemplated herein, and (iii) take all such additional action necessary or appropriate to effect and facilitate the consummation of the sale and purchase

transaction contemplated herein.

3. This Agreement constitutes the valid and binding obligation of the Purchaser, and the Purchaser is not subject to any restriction which would prevent, diminish or otherwise limit the obligations of the Purchaser under this Agreement or prevent the consummation of the transactions contemplated by this Agreement. No agreement, instrument, order, judgment, decree or other like or similar document exists or is in effect which would be breached by the execution and performance of this Agreement.

15. **Project Construction**

(1) It shall be the Purchaser's sole and exclusive responsibility to obtain all permits or other approvals required to construct the Project, including but not limited to any approvals necessary to remove trees, lights, existing asphalt, utilities, and any other item needed to allow this construction to occur. At its sole and exclusive expense, the Purchaser promptly shall replace any trees and necessary utilities so removed per the Project Plans. The Purchaser will not interrupt utility service to any commercial or retail businesses on the Mall Property.

(2) The parties acknowledge and agree that the Seller will build the New Sign at the location designated on Exhibit "E", at its sole and exclusive expense. The Existing Sign consists of a movable copy lighted display sign which is approximately eighteen (18) feet high, and forty (40) feet wide with a two hundred and eighty (280) square foot digital sign face and a one hundred square foot channel message sign face. The Existing Sign has been in continual operation for more than forty years. The parties acknowledge that the Existing Sign is a legal nonconforming use pursuant to the terms of the City of Dunwoody's laws and that the Existing Sign cannot be maintained in its current location as a result of the Project, nor is there a feasible relocation site for the Existing Sign. Removal of the Existing Sign shall be the sole cost and exclusive responsibility of the Seller. Seller shall complete removal of the Existing Sign no later than _____, 2022. No additional approvals of the New Sign shall be required from the Purchaser, except for approval and receipt of an electrical permit. The Purchaser shall process such a permit application expeditiously.

(3) The parties agree that the New Sign shall become a legal nonconforming sign subject to all laws, rules and regulations of the State of Georgia and the Purchaser. The Seller agrees that the New Sign shall be permitted prior to Closing. The New Sign shall be constructed according to the terms and conditions of Exhibit "D" and operated pursuant to the terms and conditions attached hereto as Exhibit "F".

(4) At the conclusion of the Purchaser's development of the Project, the Seller shall grant to the Purchaser nonexclusive easements over the Mall Property access

roads between each segment of the Project Property for the passage of pedestrians and bicyclists using the Project Property and for no other use or purpose whatsoever. Additionally, for purposes of compliance with the City's zoning or other codes, the Mall Property will be treated as one which has direct frontage on Ashford Dunwoody Road notwithstanding the existence of the Project Property between the Mall Property and Ashford Dunwoody Road.

(5) The Project Property shall be maintained by the Purchaser for pedestrian and bicycle use only. No retail sales will be allowed on the Project Property. Benches, lights, trash receptacles and similar structures shall not be placed within the Project Property without Seller's prior written consent.

16. **Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed, as follows:

(i) If to the Seller:

Perimeter Mall, LLC
c/o Brookfield Properties Retail, Inc.
350 North Orleans Street, Suite 300
Chicago, IL 60654-1607
Attn: Charlie Tapia
Email: charles.tapia@bpretail.com

and

Perimeter Mall, LLC
c/o Brookfield Properties Retail, Inc.
350 North Orleans Street, Suite 300
Chicago, IL 60654-1607
Attn: David F. Pursel
Email: david.pursel@bpretail.com

With a copy to:

Kathryn M. Zickert
Smith, Gambrell & Russell, LLP
1105 West Peachtree St., NE, Suite 100
Atlanta, GA 30309
Email: kzickert@sgrlaw.com

(i) If to the Purchaser:

City of Dunwoody, Georgia
 Attn: City Manager Dunwoody City Hall
 4800 Ashford Dunwoody Road
 Dunwoody, GA 30338

and

Ken Bernard, Esq.
 Sherrod & Bernard, P.C.
 Post Office Box 1154
 8470 Price Avenue
 Douglasville, Georgia 30133-1154
 Email: kbernard@sherrodandbernard.com

with a copy to:

Andrew H. Meyer, Esq.
 Mozley, Finlayson & Loggins LLP
 1050 Crown Pointe Parkway
 Suite 1500
 Atlanta, GA 30338
 Email: Ameyer@mflaw.com

17. Binding Effect and Assignability.

(a) This Agreement shall be binding on the parties hereto and their respective successors and assigns.

(b) The Purchaser shall have the right to assign this Agreement with the Seller's prior written consent (which consent shall not be unreasonably withheld); and if assigned, the assignee shall be bound by all of the terms and provisions hereof.

18. No Brokers Involved. The parties represent to each other that neither of them has any broker's services (as the term "broker" is defined in Official Code of Georgia Annotated Section 44-14-601) such that a real estate commission or similar type of fee is due and payable with regard to the purchase, sale, management, lease, option or other conveyance of any interest in the Project Property, and as of the Effective Date. As of Closing, the Parties will represent to each other and any lender and title company involved in the purchase of the Project Property that as of Closing neither of them has received any notice of lien from any real estate broker, salesman, agent, finder or similar person relating to the Project Property.

19. Amendments, Waivers and Consents. The terms of this Agreement may be amended, modified or otherwise changed, and the observance or performance of any term, covenant, condition or provision herein may be omitted or waived (either generally or in a particular instance and either prospectively or retroactively) only by way of the written consent of all parties hereto. No omission or waiver shall be deemed to excuse any future failure to observe

or to perform under the terms of this Agreement unless specifically stated in writing signed by the parties hereto. The waiver of any party hereto of the breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

20. Survival and Survival of Representations, Agreements and Warranties.

(a) Any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

(b) Representations, warranties, agreements and covenants contained herein or in any instrument, document or written statement delivered or to be delivered pursuant to this Agreement shall survive the Closing and consummation of the transactions contemplated hereby.

21. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the applicable laws of the State of Georgia without regard to conflict of laws principles.

23. Entire Agreement. This Agreement, along with the other documents referred to herein constitutes the entire agreement of the parties with respect to the Project Property, and there are no other agreements between them.

24. Captions. The captions and headings of the sections and paragraphs in this Agreement are for convenience and shall not affect the meaning, construction, or effect of this Agreement.

25. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument.

26. Execution by Fax and Email Signatures. To the extent allowed by the jurisdiction which will record Closing documents, this Agreement may be executed by fax and email with the same effect as if the signatures thereto and hereto and by fax and email were upon the same instrument, and such signatures and fax and email pages shall be deemed to be original pages for all purposes of this Agreement.

27. Confidentiality. The Purchaser and the Seller shall keep the terms of this Agreement confidential to the fullest extent allowed under Georgia law. Neither party shall record this Agreement without the prior written consent of the other party to this Agreement. The terms of this Paragraph 27 shall be a covenant running with the land and shall be binding upon the parties'

successors and/or assigns. A breach of this Paragraph 27 shall be considered a breach of this Agreement and shall allow the non-breaching party any of the remedies provided in this Agreement including, but not limited to, termination of this Agreement.

IN WITNESS WHEREOF, and on separate signature pages, the parties hereto have hereunto signed and sealed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING
PAGES]

The Purchaser:

THE CITY OF DUNWOODY, GEORGIA, a
municipal corporation of the State of Georgia

By: _____
Lynn Deutsch
Its: Mayor

Attest:

By: _____
Sharon Lowery
Its: City Clerk

[AFFIX CORPORATE SEAL OF SELLER]

Read and Approved:

By: Kenneth R. Bernard, Jr.
Its: City Attorney

Signed, sealed and delivered on the
____ day of _____,
2022 in the presence of:

Witness _____

Notary Public _____

My Commission Expires:

The Seller:

PERIMETER MALL, LLC,
a Maryland limited liability company

By: _____

ATTEST:

Signed, sealed and delivered on the
____ day of _____,
2022 in the presence of:

Witness _____

Notary Public _____

My Commission Expires: _____

Exhibit "A"

Mall Property

All that tract or parcel of land lying and being in Land Lot 347 and 348 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

Beginning at the point of intersection of the northerly right of way line of Hammond Drive (Variable R/W) and the westerly right of way line of Ashford Dunwoody Road (120' RIW); thence, proceed South 89 degrees 23 minutes 47 seconds West for a distance of 487.22 feet to a point; thence South 00 degrees 35 minutes 31 seconds East for a distance of 7.84 feet to a point; thence South 89 degrees 24 minutes 30 seconds West for a distance of 314.70 feet to a point; thence North 00 degrees 35 minutes 30 seconds West for a distance of 7.78 feet to a point; thence South 89 degrees 23 minutes 47 seconds West for a distance of 471.70 feet to a point; thence North 00 degrees 33 minutes 40 seconds West for a distance of 8.70 feet to a point; thence North 89 degrees 38 minutes 25 seconds West for a distance of 28.35 feet to a point; thence along a curve to the left having a radius of 26.00 feet and an arc length of 22.02 feet, said arc being subtended by a chord with a bearing of North 23 degrees 09 minutes 57 seconds East and a length of 21.37 feet, to a point; thence along a curve to the right having a radius of 331.00 feet and an arc length of 174.54 feet, said arc being subtended by a chord with a bearing of North 14 degrees 00 minutes 36 seconds East and a length of 172.53 feet, to a point; thence along a curve to the left having a radius of 36.00 feet and an arc length of 40.92 feet, said arc being subtended by a chord with a bearing of North 03 degrees 26 minutes 37 seconds West and a length of 38.75 feet, to a point; thence along a curve to the right having a radius of 208.00 feet and an arc length of 16.14 feet, said arc being subtended by a chord with a bearing of North 33 degrees 46 minutes 54 seconds West and a length of 16.13 feet, to a point; thence along a curve to the right having a radius of 104.00 feet and an arc length of 21.15 feet, said arc being subtended by a chord with a bearing of North 25 degrees 43 minutes 59 seconds West and a length of 21.11 feet, to a point; thence North 20 degrees 09 minutes 58 seconds West for a distance of 15.54 feet to a point; thence along a curve to the right having a radius of 206.00 feet and an arc length of 33.72 feet, said arc being subtended by a chord with a bearing of North 16 degrees 44 minutes 15 seconds West and a length of 33.69 feet, to a point; thence along a curve to the left having a radius of 394.00 feet and an arc length of 194.13 feet, said arc being subtended by a chord with a bearing of North 26 degrees 09 minutes 46 seconds West and a length of 192.18 feet, to a point; thence North 34 degrees 22 minutes 11 seconds West for a distance of 48.70 feet to a point; thence along a curve to the right having a radius of 504.00 feet and an arc length of 81.24 feet, said arc being subtended by a chord with a bearing of North 29 degrees 45 minutes 07 seconds West and a length of 81.15 feet, to a point; thence North 25 degrees 08 minutes 02 seconds West for a distance of 84.49 feet to a point; thence South 64 degrees 52 minutes 01 second West for a distance of 4.58 feet to a point; thence along a curve to the left having a radius of 18.59 feet and an arc length of 10.72 feet, said arc being subtended by a chord with a bearing of South 48 degrees 20 minutes 51 seconds West and a length of 10.57 feet, to a point; thence North 06 degrees 51 minutes 04 seconds West for a distance of 8.14 feet to a point; thence North 58 degrees 04 minutes 37 seconds West for a distance of 59.80 feet to a point; thence South 83 degrees 06 minutes 16 seconds West for a distance of 101.01 feet to a point; thence South 06 degrees 52 minutes 15 seconds East for a distance of 129.69 feet to a point; thence South 82 degrees 47 minutes 07 seconds West for a distance of 19.98 feet to a point; thence South 06 degrees 57 minutes 54 seconds East for a distance of 50.14 feet to a point; thence North 81 degrees 07 minutes 27 seconds West for a distance of 69.66 feet to a point; thence along a curve to the left having a radius of 381.10 feet and an arc length

of 250.39 feet, said arc being subtended by a chord with a bearing of North 03 degrees 41 minutes 55 seconds East and a length of 245.91 feet, to a point; thence North 15 degrees 07 minutes 25 seconds West for a distance of 101.88 feet to a point; thence along a curve to the right having a radius of 871.97 feet and an arc length of 38.07 feet, said arc being subtended by a chord with a bearing of North 13 degrees 52 minutes 22 seconds West and a length of 38.07 feet, to a point; thence North 06 degrees 05 minutes 38 seconds East for a distance of 145.17 feet to a point; thence North 32 degrees 46 minutes 18 seconds West for a distance of 55.72 feet to a point; thence North 03 degrees 30 minutes 20 seconds West for a distance of 181.02 feet to a point; thence along a curve to the right having a radius of 743.00 feet and an arc length of 103.07 feet, said arc being subtended by a chord with a bearing of North 00 degree 28 minutes 02 seconds East and a length of 102.99 feet, to a point; thence South 85 degrees 33 minutes 31 seconds East for a distance of 6.00 feet to a point; thence North 05 degrees 18 minutes 09 seconds East for a distance of 162.02 feet to a point; thence North 84 degrees 39 minutes 57 seconds West for a distance of 6.00 feet to a point; thence North 05 degrees 20 minutes 03 seconds East for a distance of 80.58 feet to a point; thence along a curve to the right having a radius of 293.00 feet and an arc length of 108.34 feet, said arc being subtended by a chord with a bearing of North 15 degrees 55 minutes 41 seconds East and a length of 107.73 feet, to a point; thence North 40 degrees 18 minutes 48 seconds East for a distance of 107.26 feet to a point; thence North 51 degrees 06 minutes 06 seconds East for a distance of 53.57 feet to a point; thence South 14 degrees 59 minutes 00 seconds West for a distance of 224.12 feet to a point; thence North 71 degrees 40 minutes 30 seconds East for a distance of 866.09 feet to a point; thence North 18 degrees 24 minutes 51 seconds East for a distance of 333.52 feet to a point; thence South 59 degrees 06 minutes 21 seconds East for a distance of 31.69 feet to a point; thence South 88 degrees 23 minutes 09 seconds East for a distance of 47.83 feet to a point; thence South 01 degree 50 minutes 18 seconds West for a distance of 184.34 feet to a point; thence South 22 degrees 02 minutes 17 seconds East for a distance of 45.43 feet to a point; thence South 18 degrees 32 minutes 25 seconds West for a distance of 35.69 feet to a point; thence South 71 degrees 27 minutes 35 seconds East for a distance of 60.00 feet to a point; thence South 18 degrees 32 minutes 25 seconds West for a distance of 111.29 feet to a point; thence South 71 degrees 29 minutes 53 seconds East for a distance of 30.85 feet to a point; thence South 18 degrees 32 minutes 25 seconds West for a distance of 92.61 feet to a point; thence South 71 degrees 27 minutes 35 seconds East for a distance of 69.78 feet to a point; thence South 18 degrees 39 minutes 17 seconds West for a distance of 103.95 feet to a point; thence along a curve to the left having a radius of 15.00 feet and an arc length of 14.32 feet, said arc being subtended by a chord with a bearing of South 11 degrees 23 minutes 26 seconds East and a length of 13.78 feet, to a point; thence South 42 degrees 01 minute 06 seconds East for a distance of 78.08 feet to a point; thence along a curve to the right having a radius of 15.00 feet and an arc length of 13.21 feet, said arc being subtended by a chord with a bearing of South 22 degrees 10 minutes 32 seconds East and a length of 12.79 feet, to a point; thence South 71 degrees 34 minutes 09 seconds East for a distance of 483.93 feet to a point; thence North 18 degrees 31 minutes 18 seconds East for a distance of 196.95 feet to a point; thence South 71 degrees 27 minutes 36 seconds East for a distance of 27.00 feet to a point; thence South 18 degrees 32 minutes 24 seconds West for a distance of 60.00 feet to a point; thence South 71 degrees 27 minutes 36 seconds East for a distance of 292.98 feet to a point; thence North 15 degrees 44 minutes 31 seconds East for a distance of 55.89 feet to a point; thence along a curve to the left having a radius of 555.00 feet and an arc length of 121.14 feet, said arc being subtended by a chord with a bearing of North 08 degrees 34 minutes 35 seconds East and a length of 120.90 feet, to a point; thence North 08 degrees 22 minutes 33 seconds West for a distance of 206.07 feet to a point; thence along a curve to the left having a radius of 555.00 feet and an arc length of 38.99 feet, said arc being subtended by a chord with a bearing of North 21 degrees 05 minutes 16 seconds West and a length of 38.99 feet, to a point; thence along a curve to the left having a radius of 78.00 feet and an arc length of 47.32 feet, said arc being

subtended by a chord with a bearing of North 52 degrees 49 minutes 54 seconds West and a length of 46.60 feet, to a point; thence North 70 degrees 13 minutes 09 seconds West for a distance of 347.20 feet to a point; thence along a curve to the left having a radius of 963.91 feet and an arc length of 258.95 feet, said arc being subtended by a chord with a bearing of North 77 degrees 54 minutes 55 seconds West and a length of 258.17 feet, to a point; thence North 86 degrees 13 minutes 09 seconds West for a distance of 114.74 feet to a point; thence North 01 degree 46 minutes 50 seconds East for a distance of 22.00 feet to a point; thence North 88 degrees 13 minutes 09 seconds West for a distance of 155.60 feet to a point; thence North 01 degree 50 minutes 18 seconds East for a distance of 163.13 feet to a point; thence South 88 degrees 23 minutes 09 seconds East for a distance of 46.86 feet to a point; thence North 01 degree 39 minutes 54 seconds East for a distance of 31.46 feet to a point; thence South 88 degrees 19 minutes 13 seconds East for a distance of 78.69 feet to a point; thence South 88 degrees 13 minutes 1 seconds East for a distance of 125.47 feet to a point; thence South 88 degrees 12 minutes 51 seconds East for a distance of 36.56 feet to a point; thence along a curve to the right having a radius of 768.51 feet and an arc length of 240.70 feet, said arc being subtended by a chord with a bearing of South 79 degrees 11 minutes 32 seconds East and a length of 239.72 feet, to a point; thence South 70 degrees 13 minutes 11 seconds East for a distance of 223.32 feet to a point; thence South 06 degrees 13 minutes 53 seconds East for a distance of 38.85 feet to a point; thence South 72 degrees 47 minutes 45 seconds East for a distance of 80.03 feet to a point; thence North 44 degrees 05 minutes 58 seconds East for a distance of 23.26 feet to a point; thence South 74 degrees 04 minutes 00 seconds East for a distance of 91.50 feet to a point; thence along a curve to the left having a radius of 868.52 feet and an arc length of 231.63 feet, said arc being subtended by a chord with a bearing of South 82 degrees 05 minutes 34 seconds East and a length of 230.94 feet, to a point; thence South 88 degrees 49 minutes 14 seconds East for a distance of 64.61 feet to a point; thence South 44 degrees 24 minutes 09 seconds East for a distance of 34.89 feet to a point; thence South 65 degrees 29 minutes 32 seconds East for a distance of 19.02 feet to a point; thence along a curve to the right having a radius of 1510.33 feet and an arc length of 357.70 feet, said arc being subtended by a chord with a bearing of South 14 degrees 07 minutes 15 seconds West and a length of 356.86 feet, to a point; thence South 20 degrees 54 minutes 21 seconds West for a distance of 250.00 feet to a point; thence South 20 degrees 54 minutes 17 seconds West for a distance of 287.52 feet to a point; thence South 20 degrees 54 minutes 21 seconds West for a distance of 519.16 feet to a point; thence North 69 degrees 05 minutes 32 seconds West for a distance of 18.48 feet to a point; thence South 55 degrees 24 minutes 58 seconds West for a distance of 38.83 feet to a point; thence South 20 degrees 54 minutes 28 seconds West for a distance of 109.00 feet to a point; thence South 15 degrees 44 minutes 43 seconds East for a distance of 67.82 feet to a point; thence South 20 degrees 54 minutes 21 seconds West for a distance of 56.42 feet to a point; thence along a curve to the left having a radius of 1045.29 feet and an arc length of 288.40 feet, said arc being subtended by a chord with a bearing of South 13 degrees 00 minutes 00 seconds West and a length of 287.49 feet, to a point; thence South 04 degrees 28 minutes 40 seconds West for a distance of 67.38 feet to a point; thence along a curve to the right having a radius of 39.68 feet and an arc length of 33.20 feet, said arc being subtended by a chord with a bearing of South 28 degrees 26 minutes 36 seconds West and a length of 32.24 feet, to a point and The True Point of Beginning.

Containing within said bounds 76.198 acres (3,319,201 square feet) more or less.

LESS AND EXCEPT THE FOLLOWING EIGHT (8) TRACTS OF LAND:

1. Macv's Parcel (f/k/a Rich's Parcel)

All that certain tract or parcel of land lying and being in Land Lot 348, 18th District, DeKalb County, Georgia and being more particularly described as follows:

To find the true point of beginning, commence at the point of intersection of the northerly right of way line of Hammond Drive (Variable RIW) and the westerly right of way line of Ashford Dunwoody Road (120' RJW); thence, running with the aforesaid right of way line of Hammond Drive South 89° 23' 47" West, 487.22 feet; thence, leaving the aforesaid right of way line of Hammond Drive North 00° 35' 30" West, 127.16 feet; thence, North 09° 56' 36" East, 87.51 feet to the true point of beginning; thence, leaving the aforesaid true point of beginning:

1. North 71° 27' 36" West, 347.84 feet; thence,
2. North 18° 25' 51" East, 599.97 feet; thence,
3. South 71° 34' 09" East, 347.83 feet; thence,
4. South 18° 25' 51" West, 600.63 feet to the POINT OF BEGINNING.

Containing 208,804 square feet or 4.7935 acres of land.

2. Macv's Accessory Property (f/k/a Rich's Property)

All that certain tract or parcel of land lying and being in Land Lot 348, 18th District, DeKalb County, Georgia and being more particularly described as follows:

To find the true point of beginning, commence at the point of intersection of the northerly right of way line of Hammond Drive (Variable R/W) and the westerly right of way line of Ashford Dunwoody Road (120' R/W); thence, running with the aforesaid right of way line of Hammond Drive South 89° 23' 47" West, 487.22 feet; thence, leaving the aforesaid right of way line of Hammond Drive North 00° 35' 30" West, 47.16 feet to the true point of beginning; thence, leaving the aforesaid true point of beginning:

1. South 89° 24' 30" West, 314.70 feet; thence,
2. North 00° 35' 30" West, 80.00 feet; thence,
3. North 89° 24' 30" East, 314.70 feet; thence,
4. South 00° 35' 30" East, 80.00 feet to the POINT OF BEGINNING.

Containing 25,176 square feet or .5780 acres of land.

3. TC Office Building Parcel:

Being all that tract or parcel of land lying and being in Land Lot 348 of the 18th District, City of Dunwoody, Dekalb County, Georgia and being more particularly described as follows:

Commencing at the point of intersection of the easterly right-of-way line of Perimeter Center Parkway (having a variable width right-of-way) and the northerly right-of-way line of Hammond Drive (having a variable width right-of-way); thence, leaving the aforesaid right-of-way line of Perimeter Center Parkway and running with the said right-of-way line of Hammond Drive South 40° 23' 32" East, 12.81 feet; thence, North 47° 54' 09" East, 15.61 feet to a concrete monument found; thence, South 40° 26' 52" East, 12.96 feet; thence, South-43° 16' 03" West, 14.14 feet; thence, South 42° 28' 39" East, 33.02 feet; thence, South 67° 05' 52" East, 16.35 feet; thence, North 82° 49' 09" East, 30.20 feet; thence, North 89° 28' 25" East, 190.00 feet; thence, South 00° 31' 35" East, 5.89 feet; thence, North 89° 00' 40" East, 96.11 feet to a PK Nail Found; thence, South 89° 41' 31" East, 15.44 feet to a point; thence, South 00° 36' 11" East, 8.70 feet to a point; thence North 89° 21' 16" East, 386.53 feet to a point; thence, leaving the aforesaid right-of-way line of Hammond Drive 14.50 feet along the arc of a curve deflecting to the left, having a radius of 33.27 feet and a chord bearing and distance of North 12° 00' 03" East, 14.39 feet to a point and the POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and running with the aforesaid right-of-way line of Hammond Drive

1. South 89° 41' 04" West, 345.90 feet to a point; thence,
2. 8.40 feet along the arc of a curve deflecting to the right, having a radius of 31.50 feet and a chord bearing and distance of North 06° 43' 28" West, 8.37 feet to a point; thence,
3. North 00° 54' 42" East, 105.50 feet to a point; thence;
4. 25.50 feet along the arc of a curve deflecting to the right, having a radius of 26.50 feet and a chord bearing and distance of North 58° 21' 23" East, 24.53 feet to a point; thence,
5. North 89° 57' 24" East, 296.36 feet to a point; thence,
6. 40.67 feet along the arc of a curve deflecting to the right, having a radius of 26.50 feet and a chord bearing and distance of South 45° 46' 55" East, 36.79 feet to a point; thence,
7. South 00° 55' 05" East, 99.34 feet to a point and the POINT OF BEGINNING, containing 43,181 square feet or 0.9913 acres of land, more or less.

Described property is subject to all rights-of-way (public and private) and easements, both recorded and unrecorded.

4. TC Hotel Building Parcel:

Being all that tract or parcel of land lying and being in Land Lot 348 of the 18th District, City of Dunwoody, Dekalb County, Georgia and being more particularly described as follows:

Commencing at the point of intersection of the easterly right-of-way line of Perimeter Center Parkway (having a variable width right-of-way) and the northerly right-of-way line of Hammond Drive (having a variable width right-of-way); thence, leaving the aforesaid right-of-way line of Perimeter Center Parkway and running with the said right-of-way line of Hammond Drive South 40° 23' 32" East, 12.81 feet; thence, North 47° 54' 09" East, 15.61 feet to a concrete monument found; hence, South

40° 26' 52" East, 12.96 feet; thence, South 43° 16' 03" West, 14.14 feet; thence, South 42° 28' 39" East, 33.02 feet; thence, South 67° 05' 52" East, 16.35 feet; thence, North 82° 49' 09" East, 30.20 feet; thence, North 89° 28' 25" East, 190.00 feet; thence, South 00° 31' 35" East, 5.89 feet; thence, North 89° 00' 40" East, 96.11 feet to a PK Nail Found; thence, leaving the aforesaid right-of-way line of Hammond Drive North 06° 53' 43" West, 6.15 feet to a point; thence, running with the proposed right-of-way line of Hammond Drive North 89° 41' 04" East, 136.98 feet to a point; thence, leaving the aforesaid proposed right-of-way line of Hammond Drive 6.71 feet along the arc of a curve deflecting to the left, having a radius of 31.50 feet and a chord bearing and distance of North 07° 19' 50" East, 6.69 feet to a point; thence, North 01° 13' 56" East, 200.83 feet to a point; thence, 15.68 feet along the arc of a curve deflecting to the left, having a radius of 364.00 feet and a chord bearing and distance of North 00° 02' 47" West, 15.68 feet to a point; thence, North 90° 00' 00" East, 41.02 feet to a point and the POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established

1. North 90° 00' 00" East, 70.73 feet to a point; thence,
2. South 27° 24' 23" East, 6.20 feet to a point; thence,
3. North 62° 09' 07" East, 17.58 feet to a point; thence,
4. South 29° 00' 49" East, 17.35 feet to a point; thence,
5. North 63° 20' 18" East, 259.17 feet to a point; thence,
6. South 24° 43' 12" East, 13.90 feet to a point; thence,
7. 12.06 feet along the arc of a curve deflecting to the right, having a radius of 44.89 feet and a chord bearing and distance of South 07° 59' 52" East, 12.02 feet to a point; thence,
8. South 00° 06' 42" West, 105.98 feet to a point; thence,
9. 40.36 feet along the arc of a curve deflecting to the right, having a radius of 26.50 feet and a chord bearing and distance of South 46° 19' 34" West, 36.57 feet to a point; thence,
10. South 89° 57' 24" West, 288.52 feet to a point; thence,
11. 34.14 feet along the arc of a curve deflecting to the right, having a radius of 21.50 feet and a chord bearing and distance of North 44° 22' 59" West, 30.66 feet to a point; thence,
12. 30.24 feet along the arc of a curve deflecting to the left, having a radius of 615.93 feet and a chord bearing and distance of North 00° 02' 15" West, 30.24 feet to the POINT OF BEGINNING, containing 28,474 square feet or 0.6537 acres of land, more or less.

Described property is subject to all rights-of-way (public and private) and easements, both recorded and unrecorded.

5. Parking Deck Parcel (f/k/a Marta Deck Parcel)

Being all that tract or parcel of land lying and being in Land Lot 348 of the 18th District, City of Dunwoody, Dekalb County, Georgia and being more particularly described as follows:

Commencing at the point of intersection of the easterly right-of-way line of Perimeter Center Parkway (having a variable width right-of-way) and the northerly right-of-way line of Hammond Drive (having a variable width right-of-way); thence, leaving the aforesaid right-of-way line of Perimeter Center Parkway and running with the said right-of-way line of Hammond Drive South 40° 23' 32" East, 12.81 feet; thence, North 47° 54' 09" East, 15.61 feet to a concrete monument found; thence, South 40° 26' 52" East, 12.96 feet; thence, South 43° 16' 03" West, 14.14 feet; thence, South 42° 28' 39" East, 33.02 feet; thence, South 67° 05' 52" East, 16.35 feet; thence, North 82° 49' 09" East, 30.20 feet; thence, North 89° 28' 25" East, 190.00 feet; thence, South 00° 31' 35" East, 5.89 feet; thence, North 89° 00' 40" East, 96.11 feet to a PK Nail Found; thence, leaving the aforesaid right-of-way line of Hammond Drive and running with property now or formerly owned by Metropolitan Atlanta Rapid Transit Authority per Deed Book 8898, Page 643 as recorded among the Land Records of DeKalb County, Georgia North 06° 53' 43" West, 6.15 feet to a point and the POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and continuing with property now or formerly owned by Metropolitan Atlanta Rapid Transit Authority

1. North 06° 53' 43" West, 303.82 feet to a point; thence,
2. North 06° 53' 44" West, 14.22 feet to a point; thence,
3. North 33° 49' 24" West, 16.14 feet to a point; thence,
4. North 06° 53' 35" West, 17.00 feet to a point; thence,
5. North 42° 47' 39" East, 9.61 feet to a point; thence,
6. North 06° 53' 35" West, 297.91 feet to a point; thence, leaving the aforesaid property of Metropolitan Atlanta Transit Authority
7. 10.72 feet along the arc of a curve deflecting to the right, having a radius of 18.59 feet and a chord bearing and distance of North 48° 18' 20" East, 10.57 feet to a point; thence,
8. North 66° 53' 33" East, 9.15 feet to a point; thence,
9. South 26° 23' 17" East, 83.91 feet to a point; thence,
10. 106.82 feet along the arc of a curve deflecting to the left, having a radius of 982.14 feet and a chord bearing and distance of South 29° 38' 11" East, 106.77 feet to a point; thence,
11. South 36° 49' 21" East, 72.10 feet to a point; thence,
12. South 32° 18' 44" East, 27.46 feet to a point; thence,

13. 197.42 feet along the arc of a curve deflecting to the right, having a radius of 364.00 feet and a chord bearing and distance of South 16° 46' 30" East, 195.01 feet to a point; thence,

14. 15.68 feet along the arc of a curve deflecting to the right, having a radius of 364.00 feet and a chord bearing and distance of South 00° 02' 47" East, 15.68 feet to a point; thence,

15. South 01° 13' 56" West, 200.83 feet to a point; thence,

16. 6.71 feet along the arc of a curve deflecting to the right, having a radius of 31.50 feet and a chord bearing and distance of South 07° 19' 50" West, 6.69 feet to a point on the proposed right-of-way line of Hammond Drive; thence, running with the said proposed right-of-way line of Hammond Drive

17. North 89° 41' 04" West, 136.98 feet to the POINT OF BEGINNING, containing 82,195 square feet or 1.8869 acres of land, more or less.

Described property is subject to all rights-of-way public and private) and easements, both recorded and unrecorded.

6. Hammond Drive Expansion Dedication Parcel

Being all that tract or parcel of land lying and being in Land Lot 348 of the 18th District, City of Dunwoody, Dekalb County, Georgia and being more particularly described as follows:

Commencing at the point of intersection of the easterly right-of-way line of Perimeter Center Parkway (having a variable width right-of-way) and the northerly right-of-way line of Hammond Drive (having a variable width right-of-way); thence, leaving the aforesaid right-of-way line of Perimeter Center Parkway and running with the said right-of-way line of Hammond Drive South 40° 23' 32" East, 12.81 feet; thence, North 47° 54' 09" East, 15.61 feet to a concrete monument found; thence, South 40° 26' 52" East, 12.96 feet; thence, South 43° 16' 03" West, 14.14 feet; thence, South 42° 28' 39" East, 33.02 feet; thence, South 67° 05' 52" East, 16.35 feet; thence, North 82° 49' 09" East, 30.20 feet; thence, North 89° 28' 25" East, 190.00 feet; thence, South 00° 31' 35" East, 5.89 feet; thence, North 89° 00' 40" East, 96.11 feet to a PK Nail Found and the POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and leaving the aforesaid right-of-way line of Hammond Drive and running with property now or formerly owned by Metropolitan Atlanta Rapid Transit Authority per Deed Book 8898, Page 643 as recorded among the Land Records of Dekalb County, Georgia

1. North 06° 53' 43" west; 6.15 feet to a point; thence, leaving the aforesaid property of Metropolitan Atlanta Transit Authority and running with the proposed right-of-way line of Hammond Drive

2. North 89° 41' 04" East, 525.77 feet to a point; thence, leaving the aforesaid right-of-way line of Hammond Drive

3. 14.50 feet along the arc of a curve deflecting to the right, having a radius of 33.27 feet and a chord bearing and distance of South 12° 00' 03" West, 14.39 feet to a point on the aforesaid right-of-way line of Hammond Drive; thence, running with said right-of-way line

4. South 89° 21' 16" West, 386.53 feet to a point; thence,

5. North 00° 36' 11" West, 8.70 feet to a point; thence,

6. North 89° 41' 31" West, 135.44 feet to the POINT OF BEGINNING, containing 6,822 square feet or 0.1566 acres of land, more or less.

Described property is subject to all rights-of-way (public and private) and easements, both recorded and unrecorded.

7. Developer-Owned Anchor Property

All that certain tract or parcel of land lying and being in Land Lot 348, 18th District, DeKalb County, Georgia and being more particularly described as follows:

To find the true point of beginning, commence at the point of intersection of the westerly right of way line of Ashford Dunwoody Road (120' R/W) and the southerly right of way line of Perimeter Center West (Variable RMI) if the rights of way were extended to intersect; thence, running with the aforesaid right of way line of Perimeter Center West in a generally westerly direction 1389.50 feet; thence, leaving the aforesaid right of way line of Perimeter Center West South 18° 24' 51" West, 350.77 feet to the true point of beginning; thence, leaving the aforesaid true point of beginning:

1. South 18° 24' 51" West, 174.82 feet; thence,
2. South 71° 34' 09" East, 61.00 feet; thence,
3. South 01° 46' 02" East, 264.46 feet; thence,
4. South 18° 32' 22" West, 222.05 feet; thence,
5. South 63° 07' 10" West, 91.30 feet; thence,
6. South 18° 26' 52" West, 12.38 feet; thence,
7. North 71° 33' 09" West, 31.06 feet; thence,
8. South 18° 05' 30" West, 261.75 feet; thence,
9. South 63° 32' 24" West, 249.89 feet; thence,
10. North 22° 25' 25" West, 85.75 feet; thence,
11. South 68° 45' 52" West 108.12 feet thence,

12. North $14^{\circ} 54' 17''$ West, 25.85 feet; thence,
13. South $75^{\circ} 05' 44''$ West, 83.02 feet; thence,
14. North $14^{\circ} 07' 52''$ West, 139.78 feet; thence,
15. South $78^{\circ} 47' 02''$ West 184.68 feet to a point on the easterly right of way line of Perimeter Center Parkway (Variable R/W); thence, running with the aforesaid right of way line of Perimeter Center Parkway,
16. 67.04 feet along the arc of a curve deflecting to the right and having a radius of 871.97 feet and a chord bearing and distance of North $05^{\circ} 39' 14''$ West 67.02 feet; thence,
17. North $03^{\circ} 27' 05''$ West, 239.74 feet; thence,
18. 102.90 feet along the arc of a curve deflecting to the right and having a radius of 675.20 feet and a chord bearing and distance of North $00^{\circ} 54' 53''$ East 102.80 feet; thence,
19. North $05^{\circ} 16' 50''$ East, 237.90 feet; thence,
20. 300.82 feet along the arc of a curve deflecting to the right and having a radius of 317.10 feet and a chord bearing and distance of North $32^{\circ} 27' 29''$ East 289.67 feet; thence, leaving the aforesaid right of way line of Perimeter Center Parkway,
21. South $14^{\circ} 59' 00''$ West, 250.94 feet; thence,
22. North $71^{\circ} 40' 30''$ East, 866.10 feet to the point of beginning, containing 709,107 square feet or 16.2789 acres of land, more or less.

and

8. Nordstrom Property

All that certain tract or parcel of land lying and being in Land Lot 348, 18th District, DeKalb County, Georgia, being more particularly described as follows:

To find the true point of beginning, commence at the point of intersection of the westerly right of way line of Ashford Dunwoody Road (120' R/W) and the northerly right of way line of Hammond Drive (Variable R/W); thence, running with the aforesaid line of Hammond Drive South $89^{\circ} 23' 47''$ West, 487.22 feet to a point; thence South $00^{\circ} 35' 31''$ East, 7.84 feet to a point; thence South $89^{\circ} 24' 30''$ West, 314.70 feet to a point; thence North $00^{\circ} 35' 30''$ West, 7.78 feet to a point; thence South $89^{\circ} 23' 47''$ West, 126.73 feet to a point; thence, leaving the aforesaid line of Hammond Drive North $00^{\circ} 36' 13''$ West, 758.17 feet to the point of beginning; thence, leaving the aforesaid point of beginning

1. North $71^{\circ} 35' 36''$ West, 77.19 feet; thence,

2. North 26° 35' 36" West, 123.63 feet; thence,
3. North 18° 24' 24" East, 49.08 feet; thence,
4. North 71° 35' 36" West, 5.01 feet; thence,
5. North 18° 24' 24" East, 70.00 feet; thence,
6. South 71° 35' 36" East, 5.01 feet; thence,
7. North 18° 24' 24" East, 131.50 feet thence,
8. South 71° 35' 36" East, 168.49 feet; thence,
9. South 26° 35' 37" East, 36.84 feet; thence,
10. South 71° 35' 36" East, 81.33 feet; thence,
11. South 26° 35' 36" East, 59.33 feet; thence,
12. South 18° 26' 09" West, 18.27 feet; thence,
13. 11 South 26° 35' 36" East, 31.93 feet; thence,
14. South 63° 24' 21" West, 44.58 feet; thence,
15. South 26° 35' 37" East, 37.73 feet; thence,
16. South 63° 24' 23" West, 49.98 feet; thence,
17. South 26° 35' 37" East, 3.00 feet; thence,
18. South 63° 24' 23" West, 86.00 feet; thence,
19. North 26° 35' 37" West, 3.00 feet; thence,
20. South 63° 24' 23" West, 105.77 feet to the POINT OF BEGINNING

Containing 88,775 square feet or 2.0382 acres of land.

BUT TOGETHER WITH THE FOLLOWING DESCRIBED GAP PARCEL:

Being all that tract or parcel of land lying and being in Land Lot 348 of the 18th District, City of Dunwoody, DeKalb County, Georgia and being more particularly described as follows:

Commencing at the point of intersection of the easterly right-of-way line of Perimeter Center Parkway (having a variable width right-of-way) and the northerly right-of-way line of Hammond Drive (having

a variable width right-of-way); thence, leaving the aforesaid right-of-way line of Perimeter Center Parkway and running with the said right-of-way line of Hammond Drive; south 40 degrees 21 minutes 01 second east for a distance of 12.81 feet to a point; thence north 47 degrees 56 minutes 40 seconds east for a distance of 15.61 feet to a point; thence south 40 degrees 24 minutes 21 seconds east for a distance of 12.96 feet to a point; thence south 43 degrees 18 minutes 34 seconds west for a distance of 14.14 feet to a point; thence south 42 degrees 26 minutes 08 seconds east for a distance of 33.02 feet to a point; thence south 67 degrees 03 minutes 21 seconds east for a distance of 16.35 feet to a point; thence north 82 degrees 51 minutes 40 seconds east for a distance of 30.20 feet to a point; thence north 89 degrees 30 minutes 56 seconds east for a distance of 190.00 feet to a point; thence south 00 degrees 29 minutes 04 seconds east for a distance of 5.89 feet to a point; thence north 89 degrees 03 minutes 11 seconds east for a distance of 96.11 feet to a point; thence south 89 degrees 39 minutes 00 seconds east 107.08 feet to a point; thence, proceed along a curve to the left having a radius of 26.00 feet and an arc length of 22.02 feet, said arc being subtended by a chord with a bearing of north 23 degrees 09 minutes 57 seconds east and a length of 21.37 feet, to a point; thence along a curve to the right having a radius of 331.00 feet and an arc length of 135.13 feet, said arc being subtended by a chord with a bearing of north 10 degrees 35 minutes 55 seconds east and a length of 134.19 feet, to a point and the true point of beginning;

thence, proceed north 01 degree 13 minutes 56 seconds east for a distance of 63.32 feet to a point; thence along a curve to the left having a radius of 364.00 feet and an arc length of 15.68 feet, said arc being subtended by a chord with a bearing of north 00 degrees 02 minutes 47 seconds west and a length of 15.68 feet, to a point; thence along a curve to the left having a radius of 364.00 feet and an arc length of 18.26 feet, said arc being subtended by a chord with a bearing of north 02 degrees 40 minutes 28 seconds west and a length of 18.26 feet, to a point; thence along a curve to the left having a radius of 104.00 feet and an arc length of 10.95 feet, said arc being subtended by a chord with a bearing of south 28 degrees 35 minutes 02 seconds east and a length of 10.94 feet, to a point; thence along a curve to the left having a radius of 208.00 feet and an arc length of 16.14 feet, said arc being subtended by a chord with a bearing of south 33 degrees 49 minutes 25 seconds east and a length of 16.13 feet, to a point; thence along a curve to the right having a radius of 36.00 feet and an arc length of 40.92 feet, said arc being subtended by a chord with a bearing of south 03 degrees 29 minutes 08 seconds east and a length of 38.75 feet, to a point; thence along a curve to the left having a radius of 331.00 feet and an arc length of 39.44 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 40 seconds west and a length of 39.42 feet, to a point and the true point of beginning.

Containing within said bounds 0.026 acres (1,132 square feet) more or less.

Exhibit "B"

Project Property

DESCRIPTION OF PARCEL 1 – REQUIRED RIGHT OF WAY – TRACT 1

Commencing from a point 82.11 left of and opposite station 55+70.94 on the construction centerline laid out for Ashford Dunwoody Trail, which is the Point of Beginning; running thence N 1°28'33.7" W a distance of 15.65 feet to a point 82.39 feet left of and opposite station 55+85.40 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 51°55'32.6" E a distance of 21.77 feet to a point 65.33 feet left of and opposite station 55+97.99 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 36°48'51.8" W a distance of 7.46 feet to a point 69.89 feet left of and opposite station 56+03.53 on said construction centerline laid out for Ashford Dunwoody Trail; thence northeasterly 44.96 feet along the arc of a curve (said curve having a radius of 39.28 feet and a chord distance of 42.55 feet on a bearing of N 33°48'40.5" E) to the point 47.46 feet left of and opposite station 56+37.68 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 89°17'46.1" E a distance of 20.15 feet to a point 27.35 feet left of and opposite station 56+38.94 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 4°14'57.9" E a distance of 167.63 feet to a point 37.45 feet left of and opposite station 58+01.20 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 16°34'51.4" E a distance of 112.33 feet to a point 35.22 feet left of and opposite station 59+09.62 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 17°31'21.1" E a distance of 113.60 feet to a point 40.68 feet left of and opposite station 60+21.80 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 0°58'14.9" E a distance of 23.20 feet to a point 48.47 feet left of and opposite station 60+43.65 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 20°16'22.3" E a distance of 13.73 feet to a point 48.55 feet left of and opposite station 60+57.38 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 16°21'55.4" E a distance of 60.00 feet to a point 12.47 feet left of and opposite station 60+09.45 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°54'15.8" W a distance of 60.16 feet to a point 12.77 feet left of and opposite station 59+49.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence southwesterly 288.40 feet along the arc of a curve (said curve having a radius of 1045.29 feet and a chord distance of 287.49 feet on a bearing of S 13°00'00.8" W) to the point 14.45 feet left of and opposite station 56+64.66 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 4°28'34.8" W a distance of 67.38 feet to a point 16.64 feet left of and opposite station 55+98.33 on said construction centerline laid out for Ashford Dunwoody Trail; thence southeasterly 33.58 feet along the arc of a curve (said curve having a radius of 33.15 feet and a chord distance of 32.16 feet on a bearing of S 28°23'05.7" W) to the point 31.96 feet left of and opposite station 55+70.73 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 89°23'41.8" W a distance of 50.14 feet back to the point of beginning.

Containing 0.267 acres more or less.

DESCRIPTION OF PARCEL 1 - REQUIRED RIGHT OF WAY - TRACT 2

Commencing from a point 47.54 left of and opposite station 61+75.19 on the construction centerline laid out for Ashford Dunwoody Trail, which is the Point of Beginning; running thence N 20°16'19.2" E a distance of 28.08 feet to a point 47.71 feet left of and opposite station 62+03.27 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 69°16'08.2" E a distance of 8.70 feet to a point 39.00 feet left of and opposite station 62+03.25 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 23°18'26.5" E a distance of 65.27 feet to a point 35.93 feet left of and opposite station 62+68.44 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 26°51'47.1" E a distance of 56.15 feet to a point 29.82 feet left of and opposite station 63+24.25 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 20°42'27.3" E a distance of 142.30 feet to a point 29.58 feet left of and opposite station 64+66.55 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 12°30'25.9" E a distance of 22.98 feet to a point 32.82 feet left of and opposite station 64+89.31 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 20°36'42.8" E a distance of 80.90 feet to a point 32.82 feet left of and opposite station 65+70.21 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 3°54'45.0" E a distance of 75.35 feet to a point 54.47 feet left of and opposite station 66+42.38 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 22°43'26.5" E a distance of 152.02 feet to a point 48.87 feet left of and opposite station 67+94.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 23°30'08.9" E a distance of 146.35 feet to a point 41.49 feet left of and opposite station 69+40.46 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 29°16'49.0" E a distance of 33.73 feet to a point 36.41 feet left of and opposite station 69+73.80 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 20°36'42.8" E a distance of 182.08 feet to a point 36.41 feet left of and opposite station 71+55.87 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 69°23'17.2" E a distance of 6.80 feet to a point 29.61 feet left of and opposite station 71+55.87 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 19°06'57.9" E a distance of 7.42 feet to a point 29.81 feet left of and opposite station 71+63.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 69°23'17.2" W a distance of 6.60 feet to a point 36.41 feet left of and opposite station 71+63.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 20°35'15.2" E a distance of 67.40 feet to a point 36.44 feet left of and opposite station 72+30.70 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 69°23'17.2" E a distance of 8.18 feet to a point 28.25 feet left of and opposite station 72+30.70 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 21°01'47.4" W a distance of 50.30 feet to a point 28.62 feet left of and opposite station 71+80.40 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 5°30'16.6" W a distance of 83.40 feet to a point 6.88 feet left of and opposite station 70+99.88 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°54'15.8" W a distance of 92.08 feet to a point 7.35 feet left of and opposite station 70+07.80 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°54'26.8" W a distance of 287.53 feet to a point 8.84 feet left of and opposite station 67+20.28 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°54'15.8" W a distance of 259.31 feet to a point 10.16 feet left of and opposite station 64+60.98 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°54'15.8" W a distance of 259.31 feet to a point 11.49 feet left of and opposite station 62+01.67 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 70°17'36.2" W a distance of 18.21 feet to a point 29.69 feet left of and opposite station 62+01.38 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 54°52'58.8" W a distance of 31.70 feet back to the point of beginning.

Containing 0.672 acres more or less.

DESCRIPTION OF PARCEL 1 - EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES - AREA 1

Commencing from a point 92.11 feet left of and opposite station 55+70.98 on the construction centerline laid out for Ashford Dunwoody Trail, which is the Point of Beginning; running thence N 0°20'40.3" W a distance of 35.68 feet to a point 92.37 feet left of and opposite station 56+03.65 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 44°07'20.5" E a distance of 60.20 feet to a point 52.16 feet left of and opposite station 56+45.44 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 84°54'01.3" E a distance of 16.86 feet to a point 35.49 feet left of and opposite station 56+47.85 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 5°05'09.2" E a distance of 161.81 feet to a point 43.78 feet left of and opposite station 58+03.45 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 16°05'20.5" E a distance of 85.03 feet to a point 41.87 feet left of and opposite station 58+84.99 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 17°43'07.5" E a distance of 134.62 feet to a point 46.76 feet left of and opposite station 60+16.94 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 16°56'07.3" E a distance of 26.77 feet to a point 48.47 feet left of and opposite station 60+43.65 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 0°58'14.9" W a distance of 23.20 feet to a point 40.68 feet left of and opposite station 60+21.80 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 17°31'21.1" W a distance of 113.60 feet to a point 35.22 feet left of and opposite station 59+09.62 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 16°34'51.4" W a distance of 112.33 feet to a point 37.45 feet left of and opposite station 58+01.20 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 4°14'57.9" W a distance of 167.63 feet to a point 27.35 feet left of and opposite station 56+38.94 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 89°17'46.1" W a distance of 20.15 feet to a point 47.46 feet left of and opposite station 56+37.68 on said construction centerline laid out for Ashford Dunwoody Trail; thence southwesterly 44.96 feet along the arc of a curve (said curve having a radius of 39.28 feet and a chord distance of 42.55 feet on a bearing of S 33°48'40.5" W) to the point 69.89 feet left of and opposite station 56+03.53 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 36°48'51.8" E a distance of 7.46 feet to a point 65.33 feet left of and opposite station 55+97.99 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 51°55'32.6" W a distance of 21.77 feet to a point 82.39 feet left of and opposite station 55+85.40 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 1°28'33.7" E a distance of 15.65 feet to a point 82.11 feet left of and opposite station 55+70.94 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 89°23'41.8" W a distance of 10.00 feet back to the point of beginning.

Containing 0.099 acres more or less.

DESCRIPTION OF PARCEL 1 – EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES – AREA 2

Commencing from a point 58.52 feet left of and opposite station 60+43.57 on the construction centerline laid out for Ashford Dunwoody Trail, which is the Point of Beginning; running thence N 20°20'11.3" E a distance of 159.72 feet to a point 59.28 feet left of and opposite station 62+03.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 69°17'40.7" E a distance of 11.58 feet to a point 47.71 feet left of and opposite station 62+03.27 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°16'19.2" W a distance of 28.08 feet to a point 47.54 feet left of and opposite station 61+75.19 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 54°52'58.8" W a distance of 7.42 feet to a point 51.72 feet left of and opposite station 61+69.05 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°16'22.3" W a distance of 108.32 feet to a point 51.08 feet left of and opposite station 60+60.73 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 16°21'55.4" E a distance of 4.20 feet to a point 48.55 feet left of and opposite station 60+57.38 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°16'22.3" W a distance of 13.73 feet to a point 48.47 feet left of and opposite station 60+43.65 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 69°50'21.9" W a distance of 10.04 feet back to the point of beginning.

Containing 0.031 acres more or less.

DESCRIPTION OF PARCEL 1 – EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES – AREA 3

Commencing from a point 47.71 feet left of and opposite station 62+03.27 on the construction centerline laid out for Ashford Dunwoody Trail, which is the Point of Beginning; running thence N 24°37'23.5" E a distance of 56.94 feet to a point 43.72 feet left of and opposite station 62+60.06 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 26°54'34.5" E a distance of 70.68 feet to a point 35.97 feet left of and opposite station 63+30.31 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 19°36'51.2" E a distance of 119.03 feet to a point 38.04 feet left of and opposite station 64+49.32 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 12°25'31.4" E a distance of 67.73 feet to a point 47.69 feet left of and opposite station 65+16.37 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 20°06'30.5" E a distance of 58.26 feet to a point 48.20 feet left of and opposite station 65+74.62 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 20°12'28.4" E a distance of 47.97 feet to a point 48.54 feet left of and opposite station 66+22.59 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 3°54'45.0" W a distance of 54.69 feet to a point 32.82 feet left of and opposite station 65+70.21 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°36'42.8" W a distance of 80.90 feet to a point 32.82 feet left of and opposite station 64+89.31 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 12°30'25.9" W a distance of 22.98 feet to a point 29.58 feet left of and opposite station 64+66.55 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°42'27.3" W a distance of 142.30 feet to a point 29.82 feet left of and opposite station 63+24.25 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 26°51'47.1" W a distance of 56.15 feet to a point 35.93 feet left of and opposite station 62+68.44 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 23°18'26.6" W a distance of 65.27 feet to a point 39.00 feet left of and opposite station 62+03.25 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 69°16'07.3" W a distance of 8.70 feet back to the point of beginning.

Containing 0.087 acres more or less.

DESCRIPTION OF PARCEL 1 – EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES – AREA 4

Commencing from a point 54.47 feet left of and opposite station 66+42.38 on the construction centerline laid out for Ashford Dunwoody Trail, which is the Point of Beginning; running thence N 69°18'28.0" W a distance of 19.71 feet to a point 74.19 feet left of and opposite station 66+42.40 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 18°17'29.6" E a distance of 28.35 feet to a point 75.33 feet left of and opposite station 66+70.73 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 23°38'36.9" E a distance of 107.05 feet to a point 69.67 feet left of and opposite station 67+77.64 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 71°55'46.5" E a distance of 26.65 feet to a point 48.87 feet left of and opposite station 67+94.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 22°43'26.5" W a distance of 152.02 feet back to the point of beginning.

Containing 0.069 acres more or less.

DESCRIPTION OF PARCEL 1 – EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES – AREA 5

Commencing from a point 48.87 left of and opposite station 67+94.29 on the construction centerline laid out for Ashford Dunwoody Trail, which is the Point of Beginning; running thence N 21°12'56.9" E a distance of 146.19 feet to a point 47.33 feet left of and opposite station 69+40.47 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 28°10'51.5" E a distance of 35.12 feet to a point 42.70 feet left of and opposite station 69+75.28 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 21°26'03.1" E a distance of 101.32 feet to a point 41.25 feet left of and opposite station 70+76.59 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 2°29'21.9" E a distance of 49.33 feet to a point 56.59 feet left of and opposite station 71+23.47 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 49°05'27.1" W a distance of 40.25 feet to a point 94.35 feet left of and opposite station 71+37.44 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 18°57'37.1" E a distance of 10.69 feet to a point 94.65 feet left of and opposite station 71+48.12 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 72°16'29.3" E a distance of 47.40 feet to a point 47.31 feet left of and opposite station 71+50.51 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 20°36'42.8" E a distance of 12.79 feet to a point 47.31 feet left of and opposite station 71+63.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 69°23'17.2" E a distance of 10.90 feet to a point 36.41 feet left of and opposite station 71+63.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 69°23'17.2" E a distance of 6.60 feet to a point 29.81 feet left of and opposite station 71+63.29 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 19°06'57.9" W a distance of 7.42 feet to a point 29.61 feet left of and opposite station 71+55.87 on said construction centerline laid out for Ashford Dunwoody Trail; thence N 69°23'17.2" W a distance of 6.80 feet to a point 36.41 feet left of and opposite station 71+55.87 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°36'42.8" W a distance of 67.80 feet to a point 36.41 feet left of and opposite station 70+88.07 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 20°36'42.8" W a distance of 114.27 feet to a point 36.41 feet left of and opposite station 69+73.80 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 29°16'49.0" W a distance of 33.73 feet to a point 41.49 feet left of and opposite station 69+40.46 on said construction centerline laid out for Ashford Dunwoody Trail; thence S 23°30'08.9" W a distance of 146.35 feet back to the point of beginning.

Containing 0.074 acres more or less.

Exhibit “C”

Project Plans

Exhibit "D"

New Sign Specifications

Conditions of the digital billboard:

- 1) The billboard shall not extend over the public right-of-way.
- 2) *The digital billboard sign (or electronically changed sign) shall not constitute a traffic hazard:*
 - a) There shall be no lighting of the billboard sign or premises in such a manner and location so as to obstruct the view of, or be confused with any authorized traffic signal, notice or control device, or with lights on any emergency vehicle, or so to create hazards or distractions to drivers because of direct or reflected natural or artificial light, flashing, intermittent or flickering lighting or real or apparent movement.
 - b) If the billboard sign is found to constitute a traffic hazard, the owner of the sign may be required to reduce the intensity of the condition or effect which caused the hazard to a level acceptable to the Community Development Department. The director may through the issuance of a stop work order cause an immediate cessation of such conditions or effects where an imminent danger to the traveling public is found.
- 3) Each message displayed on any changing sign display shall remain static for at least thirty (30) seconds following the completion of its transition from the previous message. "Static" shall mean a display that is fixed in one position with no portion of the display being in motion or changing in color or light intensity.
- 4) When a message is changed electronically, the transition between a complete static display of the previous message and a complete static display of the next message shall be accomplished in two (2) seconds or less. The transition period shall be measured as that period between the time that the previous message is static and fully illuminated and the next message is static and fully illuminated.
- 5) No changing sign may include animated, flashing, scrolling, full-motion video or other intermittent elements. The transition period between two fully illuminated static messages displays in an electronically changed sign shall not be considered an intermittent element so long as the purpose of the changing light intensity is to fade or dissolve into the next message.
- 6) No changing sign may have any type of changing effect on the border of the sign that is not fully integrated with a static message display and which does not transition to the next static message display in the same manner as the rest of the display.
- 7) No display or other effect from any electronically changed sign shall cause a glare or other condition that impairs the vision of the driver of any motor vehicle or which otherwise interferes with the safe operation of a motor vehicle. Such display or effect shall be considered an acute traffic hazard and shall be subject to said conditions noted above.
- 8) An electronically changed sign which uses the scrolling of letters, numbers or symbols onto the sign face to form words or messages shall be allowed to appear on the sign face from only one direction for each static display. Messages transitions achieved by means of the scrolling of the letters, numbers or symbols shall be completed within two (2) seconds and shall remain static for at least ten (10) seconds following the completion of the transition from the previous message.
- 9) All signs shall appropriately adjust display brightness as ambient light levels change so that the brightness of the display does not cause a glare or other condition that impairs the vision of the driver of any motor vehicle or which otherwise interferes with the safe operation of a motor vehicle. The failure of an electronically changed sign to appropriately adjust display brightness as ambient light levels change shall be considered an acute traffic hazard and shall be subject to said conditions noted above.
- 10) No malfunction of a changing sign shall cause a glare or other condition that impairs the vision of the driver of any motor vehicle or which otherwise interferes with the safe operation of a motor vehicle. Any such condition resulting from a malfunction shall be considered an acute traffic hazard and shall be subject to said conditions noted above.

- 11) The permit application for electronically changed signs must also include a certification from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with these conditions and that the owner or operator shall provide proof of such conformance upon request of the director of community development.
- 12) The digital billboard sign shall be required to include as a part of its application, a statement which shall indicate whether the applicant is willing to allow law enforcement agencies to utilize its display capabilities to disseminate emergency messages.

Exhibit “E”

New Sign Location

Exhibit “F”

New Sign Operating Terms and Conditions

Exhibit “G”

Form of Temporary Construction Easement

