



Fulton County, GA

# Department of Purchasing & Contract Compliance

November 15, 2013

Re: 14ITB90434A-CC, Digital Scanning, Archival, Printing/Plat Imaging Services

Dear Bidders:

Attached is one (1) copy of Addendum 2, hereby made a part of the above referenced Bid.

Except as provided herein, all terms and conditions in the Bid referenced above remain unchanged and in full force and effect.

Sincerely,

*Cheryl Cochran*

Chief Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute



130 Peachtree Street, S.W., Suite 1168 • Atlanta, GA 30303 • (404) 612-5800

Addendum No. 2  
Page Two

The due date and time for the receipt of bids remains Thursday, November 21, 2013 11:00 AM legal prevailing time.

The following changes are hereby made:

1. Section 2, Bid Form Base Bid Amount is deleted in its entirety and replaced by the revised Base Bid Amount, attached hereto as Exhibit 1.

**Failure to submit the revised Bid Form attached hereto, will result in your bid being deemed non-responsive.**

2. Section 6, Contract Compliance Requirements Required Forms and EBO Plan, Exhibit H – First Source Jobs Program Information is changed to read, Form 1 in lieu of Form 2; and First Source Jobs Program Information is changed to read Form 2 in lieu of Form 3.

**NOTE:** Responses to questions submitted by interested Bidders are included as Exhibit II to this addendum.

#### ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned Bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the bid package by the due date and time of Thursday, November 21, 2013 11:00 AM legal prevailing time.

This is to acknowledge receipt of Addendum No. 2, \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

**EXHIBIT I**

Revised Base Bid Amount

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT**

ITEM	PRINCIPAL SERVICES	UNIT OF MEASURE	ESTIMATED QUANTITY	PER UNIT COST	TOTAL COST
	<b>A.) Digital Scanning, Indexing and Creation of Microfilm/ CD/DVD's</b>				
1.	Daily, on site digital scanning	Per Image	4,188,720		
2.	Index and verify scanned documents into existing case management or land records system,	Each	4,188,720		
	<b>ADDITIONAL SERVICES</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>PER UNIT COST</b>	<b>TOTAL COST</b>
	<b>B.) Additional Services (When needed and as needed basis)</b>				
3	Create Microfilm	Per Roll	100		
4.	Inventory and Organize microfilm	Per Roll	100		
5.	Print Books	Per Roll	100		
6.	Process (Wash, Revitalize) rolls of microfilm.	Per Roll	100		
7.	Inspect each roll of film to determine condition, basic index information, corrective action required if possible, to salvage a deteriorated roll.	Per Roll	100		
8.	Place each roll of microfilm in individual acid-free boxes.	Per Roll	100		

9.	Generate basic index consisting of Type, Book, or Case Volume in a plaintiff/defendant, grantor/grantee, party 1/party 2 format	Per Roll	100		
10.	Place rolls in vendor supplied Flip-top storage boxes that will holds up to 75-16mm or 45-35mm boxes	Per Roll	100		
11.	Accumulate index information and input in Client spreadsheet or database,	Per Roll	100		
	<b>MATERIALS – Cost Index NOT TO EXCEED</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>PER UNIT COST</b>	<b>TOTAL COST</b>
12.	Storage Boxes Acid-free 16 & 35mm boxes	Per box	50		
13.	Flip Top Record storage boxes 10x15x12"	Per box	50		
14.	Plat Binders	Each	100		
15.	Index Binders (14" X 11")	Each	100		
16.	Index Binders (8.5" X 11.5")	Each	100		
17.	Fly Sheets	Each	100		
18.	Compact Book Binders	Each	100		
	<b>INFORMATION SYSTEM SERVICES</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMKATED QUANTITY</b>	<b>PER UNIT COST</b>	<b>TOTAL COST</b>
19.	Provide Software and hardware systems	Each	1		
	<b>Grand Total</b>				

**NOTE:** In the event of computational errors, the unit cost shall prevail. All items must be bid. Failure to bid on all items shall render your bid as "non-responsive".

**EXHIBIT II**

**ANSWERS TO QUESTIONS SUBMITTED BY INTERESTED BIDDERS**

1. Question: Would you accept bids from companies that offer these services, instead of the county having to purchase equipment, service contracts, software or maintenance?

Answer: The vendor will be required to provide their own equipment, service contracts, software and/or maintenance. Additionally, the County will be responsible for the following items for this contract as specified under Section 3, Scope of work And Technical Specifications:

**SUPPLIES PROVIDED AND SERVICES PERFORMED BY THE CLERK OF SUPERIOR COURT**

**A. SUPPLIES**

The Clerk of Superior Court ("County") shall supply, at its own expense, the following items:

1. Document Numbering Machines;
2. Ink Pads;
3. Miscellaneous supplies not specifically provided by the Contractor, as available.

**B. SERVICES**

The County must supply, at its own expense the following services and/or personnel to perform the listed services:

1. Document reception and preparation (check documents to ensure each page in numbered and list of files is included).
2. Provide list indicating color or letters and background for binders to be furnished by Contractor.
3. Periodically check old deed book binders for repair or replacement; including, but not limited to, those binders that are labeled grantor/grantee, sizes 8 ½ x 11" and 14 ½ x 11".
4. Check fly-sheets for replacement in compact books up to 1999 for deed books and criminal books.

2. Question: Is the county able to pick and choose certain services from various companies or does the County want one entity to do everything that is required in the bid?

Answer: No, the county will not award certain services to various companies. Award will be made to a single, overall lowest responsive and responsible bidder.

3. Question: On page 63, the ITB requests to turn in First Source Form 2 with bid and Form 3 upon award. There is no Form 3 included. Please confirm that you want First Source Form 1 submitted with the bid and Form 2 if awarded?

Answer: Addendum No. 2 corrects Section 6, Contract Compliance Requirements Required Forms and EBO Plan, Exhibit H – First Source Jobs Program Information to read Form 1 in lieu of Form 2; and First Source Jobs Program Information Form 3 to read Form 2.

4. Question: Can the bidder add an additional pricing page for additional pricing options not mentioned in the ITB?

Answer: The County requests you to provide a description of what those other charges will be and will take a look at it to see if it needs to be pricing sheet by an addendum. Your response to this is required by the due date for receiving questions.

**DO NOT SUBMIT PRICING.** Please submit a description of the additional charges and the unit of issue.

5. Question: The optional potential services that could be required by a client during the term of the contract would be:

- Scan Plats
- Print & laminate plats
- Printing of books
- 215" microfilm original created on Archive writer scanned
- Image to film on Archive writer scanned by Fulton
- 215' duplicate
- 215' film processing
- Re-Creation of Lose leaf books
- Re-creation of bound books
- Film scanning - 16mm or 35mm
- Microfiche scanning
- Scanning of Aperture cards
- Photostat Scanning
- CD/DVD Creation

Answer: The optional potential services that could be required by a client during the term of the contract would be:

Scan Plats - Service is included in the scope of work as "document" in section "Digital Scanning" 1 & 2; included in the pricing line section A. 1. (per image)

Print & laminate plats – Service is included see section D. "Laminated Plat Sheets"

Printing of books – Service is included under section E, "Scanning Process" line J, however it may need to be itemized in the pricing list under section A. as #4 "**Print Books**"; Unit of measure is "**Each**"; Estimated quantity is "**100**".

215" microfilm original created on Archive writer scanned – Service is included in 1<sup>st</sup> paragraph under scope, however it may need to be itemized in the pricing list under

section A. as #3 “**Create Microfilm**”; Unit of measure is “**Per roll**”; Estimated quantity is “**100**”.

Image to film on Archive writer scanned by Fulton – **The County already provide this**

215’ duplicate – No duplicates are needed

215’ film processing – Service is included in scope and reflected in pricing list under section B. 4.) Also, see entire section VII. “Plat Filming, Reproduction, and Plat Binders”

Re-creation of Lose leaf books – Service is included in scope of work. See section VII. “Plat Filming, Reproduction, and Plat Binders”

Re-creation of bound books – Service is included in scope of work. See section VII. “Plat Filming, Reproduction, and Plat Binders”

Film scanning - 16mm or 35mm – Microfilm and CD/DVD’s will be made from scanned images as stated initially in scope under section A.

Microfiche scanning – Service is not needed

Scanning of Aperture cards – Service is included in scope as “document” in section “Digital Scanning” 1 & 2; included on price list under A.1. (per image) Also, see entire section VII. “Plat Filming, Reproduction, and Plat Binders”

Photostat Scanning – Not required. We are not familiar with this service

CD/DVD Creation – Microfilm and CD/DVD’s will be made from scanned images as stated initially in scope under “Digital Scanning” section A.

**Note:** Also refer to sections “Microfilm Services” and “Technical Specifications of Microfilm” and other sections within the scope that expound on the details of the services.

6. Question: Please clarify what is meant by positive (black lettering on white background) duplex lined ledger prints of all plats.

Answer: It means plats that are reversed. ***Please see attachment I to this exhibit.***

7. Question: Are sample binders required?

Answer: No. Sample binders are not required to be submitted with bid response.

8. Question: Can you provide a sample of the documents? What is the estimated daily volume?

Answer: Samples of documents are included as ***attachment II*** to this Exhibit. The estimated daily volume is approximately 2,000,000 pages per year. Daily volume may vary based on the daily volume of work.

9. Question: Whether companies from Outside USA can apply for this? (From India or Canada)  
Whether we need to come over there for meetings?

Can we perform the tasks (related to RFP) outside USA? (From India or Canada)

Can we submit our bids via email?

Answer: Your company must be licensed to do business in the State of Georgia. Additionally, the successful vendor must provide an on-site scanning Production Manager who will be responsible for managing scanning personnel and coordinating with the Clerk of Superior Court during weekly normal 8-hour working day. Please see Section 1, Instruction To Bidders, No. 26 Authorization To Transact Business.

Bids will only be accepted via mail or hand delivered. Faxed and e-mail bids will not be accepted.

10. Question: Good afternoon. Will an addendum with the questions/answers submitted be created and posted to your website for access by all interested potential vendors to review and if so, when do you anticipate having this addendum available? The question submission period for this bid ended yesterday afternoon. Any information will be most appreciated.

11. Answer: Yes. I am awaiting responses to some questions from the user department. Please check the status of a pending addendum on the website that may extend the due date for receipt of bids.

12. Question: Good afternoon. Will an addendum with the questions/answers submitted be created and posted to your website for access by all interested potential vendors to review and if so, when do you anticipate having this addendum available? The question submission period for this bid ended yesterday afternoon.

Answer: Yes; At least 72 hours before the bid due date.

PLAT

66  
1285

CRANFORD PROP

N. 00° 30' W.  
566.0

3400

(87)

41,110

191.98

N. 62° 11' 00" W.

(86)

34,320

220.64

N. 83° 40' 39" W

Block

(85)

34,423

177.96

S. 89° 30' 00" W

24,933

(84)

177.96

N. 89° 42' 03" W

22,700

(83)

172.95

165.02

N. 00° 50' 12" E

(82)

19,790

125.00

N. 00° 50' 12" E

130.00

140

131.81

231.99

615

60 0 6

(1)

94,017

201.30

N. 74° 22' 25" E

(2)

23,758

172.98

N. 86° 48' 00" E

(3)

20,251

169.30

N. 83° 50' 00" E

(4)

21,562

173.22

S. 89° 40' 00" E

(5)

179.90

N. 83° 30' 00" E

210.00

150.00

123.97

55.51

115.07

SAMPLE DOCUMENTS

GRANTOR		GRANTEE		KIND OF INST.	FILED IN OFFICE	PB.	L.L.	LOCATION			RECORDED	
								CITY	LOT	STREET, ETC.	BOOK	PAGE
MANN, ALEXANDER by Adm.		JUNIUS A. BELL		DEED	10-26-76-9:17	14	90			CASCADE ROAD	6580	405
MANN, BILLY REALTY CO.		OSCAR OTIS BROOKS		TRF.D	5-24-76-9:04	14	59	B	13	BAYWOOD DRIVE	6483	261
MANN, CHARLES A.		ATLANTA POSTAL CREDIT UNION		L.D.	10-4-76-8:55	14	99			3200 HOPE ST.	6567	132
MANN, CHARLOTTE S.		W. RANDALL TYE		W.D.	12-13-76-8:59	17	132	D	10	RIVERWOOD DR.	6610	206
MANN, CHARLOTTE S.		J. HOWARD CHATHAM		L.D.	12-16-76-8:53	17	132	E	27	RIVERWOOD DR.	6613	309
MANN, D. DOUGLAS		MIRIAM H. MANN		L.D.	9-9-76-8:47					615 HILLPINE DR.	6555	77
MANN, ELIZABETH M.		EX-PARIE		APFD	2-3-76-9:02						6421	175
MANN, ELLEN M.		FULTON NATIONAL BANK		L.D.	4-30-76-8:51	17	184			WESLEY ROAD	6470	231
MANN, ELLEN M.		CURTIS G. BROWN		W.D.	10-5-76-8:49	17	184			W. WESLEY RD.	6562	491
MANN, HARRIETTE		MARTY E. BARR		W.D.	8-27-76-8:47	14	95		6	OLD JONESBORO	6544	225
MANN, HORACE INSURANCE CO.		TERRELL VERNER		O.C.D	7-16-76-8:46	14	183		10	37-38 HIGHVIEW ROAD	6514	383
MANN, JEAN D.		JERRY DONOVAN JENNINGS		W.D.	10-26-76-9:09	9	173		8	4025 PITTMAN R.	6579	464
MANN, JOHN D.		CITY OF ATLANTA		PAS.	4-15-76-11:35	17	110			DELMWOOD DR.	6461	368
MANN, JOHN D.		CITY OF ATLANTA		PAS.	4-15-76-11:35	17	146			DELMWOOD DR.	6461	368
MANN, JOSEPH M. by Atty.		FAIRBURN BANKING CO.		DEED	4-16-76-11:44	14	70		3-6-8-9-34-39-47		6462	268
MANN, JOSEPH M. by Atty.		CITIZENS & SOUTHERN NATL. BK.		DEED	11-2-76-8:47	14	249		50-51	ACRES	6587	160
MANN, JOSEPH M.		CHARLOTTE S. MANN		W.D.	2-19-76-3:57	17	106			COLUMBIA AVE.	6431	124
MANN, JOSEPH M. by Atty.		CITIZENS & SOUTHERN NATL. BK.		DEED	12-21-76-8:45	17	106			COLUMBIA AVE.	6615	408
MANN, LEWIS PROPERTIES, INC.		PERE JOLLY, INC.		O.C.D	9-15-76-8:46	1	446		18		6555	272
MANN, LEWIS	et al	HARRIS CEMENT PRODUCTS, INC.		LIEN	5-14-76-11:11	1	446		22		6478	163
MANN, LEWIS	et al	PALMER EDGAR BUNKER		W.D.	8-3-76-9:51	1	446		22	WINDSOR TRAIL	6526	220
MANN, LEWIS	et al	HARRIS CEMENT PRODUCTS, INC.		LIEN	5-14-76-11:11	1	446		24		6478	162
MANN, LEWIS	et al	WILLIAM E. MANSELL		W.D.	7-26-76-8:52	1	446		24	BOGIE COURT	6520	262
MANN, LEWIS	et al	DECATUR FEDERAL S. & L. ASSN.		L.D.	6-11-76-8:45	1	446		25	WINDSOR TRAIL	6495	353
MANN, LEWIS PROPERTIES, INC.		FULTON NATIONAL BANK		TRF.D	1-30-76-8:44						6419	444
MANN, LEWIS PROPERTIES, INC.		FULTON NATIONAL BANK		TRF.D	1-30-76-8:44						6419	444
MANN, LEWIS PROPERTIES, INC.		FULTON NATIONAL BANK		TRF.D	1-30-76-8:44						6419	444
MANN, LEWIS PROPERTIES, INC.		FULTON NATIONAL BANK		TRF.D	3-9-76-8:46						6429	318
MANN, LEWIS PROPERTIES, INC.		BLACKFORD ASSOCIATES, INC.		W.D.	2-12-76-8:50	1	446		8-9	11-12-15-19-20	6427	137
MANN, LEWIS PROPERTIES, INC.		LEWIS MANN	et al	W.D.	6-11-76-8:45	1	446		25		6495	352
MANN, LOIS C.		FULTON FEDERAL S. & L. ASSN.		L.D.	12-20-76-9:09	14	190		4-5	W. LYLE RD.	6615	236
MANN, LOIS CALLIHAN		FULTON NATIONAL BANK		L.D.	12-10-76-8:51	14	191			W. LYLE ROAD	6608	331
MANN, MARY B.		RENTCO CORP.		O.C.D	6-17-76-2:08	14	117			ASHBY STREET	6497	416
MANN, MARY B.		RENTCO CORP.		W.D.	6-17-76-2:08	14	117			ASHBY STREET	6497	416
MANN, MARY E. B.		RENTCO CORP.		O.C.D	6-17-76-2:08	14	117			ASHBY STREET	6497	416
MANN, MARY E. B.		RENTCO CORP.		W.D.	6-17-76-2:08	14	117			ASHBY STREET	6497	417
MANN, MARY E. B.		RENTCO CORP.		O.C.D	6-17-76-2:08	14	117			ASHBY STREET	6497	417
MANN, MARY ELLA		RENTCO CORP.		W.D.	6-17-76-2:08	14	117			ASHBY STREET	6497	416
MANN, MARY ELLA		RENTCO CORP.		W.D.	6-17-76-2:08	14	117			ASHBY STREET	6497	417
MANN, NORMAN D.		WILLIAM R. DAVANT		W.D.	3-25-76-1:23	9	154		14	3860 WILLIAMS	6449	377

GRANTEE		GRANTOR		RECORDED		LOCATION		RECORDED	
NAME	FILED IN OFFICE	DATE	BOOK	PAGE	LOT	STREET, ETC.	BOOK	PAGE	RECORDED
MANN, ADA M.	ec al MONTE VISTA BIBLICAL GARDENS, INC.	DEED 7-28-76-9:49			79B	MONTE VISTA GEN.	6522	109	
MANN, ALEXANDER by Adm.	JUNIUS A. BELL	L.D. 10-26-76-9:17	14	90		CASCADE ROAD	6581	139	
MANN, B. REALTY	LUTHER B. WEEMS, JR.	TRF.D 6-8-76-8:52	14	182	9	BERCHER ROAD	6493	335	
MANN, BILLY REALTY CO.	BERTHA M. HICKS	L.D. 5-24-76-9:04	14	59	B	BAYWOOD DRIVE	6483	258	
MANN, CHARLOTTE S.	JOSEPH M. MANN	W.D. 2-19-76-3:57	17	106		COLUMBIA AVE. TWELFTH STREET	6431	124	
MANN, CHARLOTTE S.	J. HOWARD CHATHAM	W.D. 12-16-76-8:53	17	132	E	RIVERWOOD DR.	6613	79	
MANN, ELIZABETH M.	EX-PARTE	AFTRD 2-3-76-9:02					6421	175	
MANN, ELLEN M.	EVELYN B. ADAMSON by Atty. RELEASE	10-22-76-4:12				992 W. WESLEY	6579	166	
MANN, ERNESTINE	LARRY McCLELLAN	W.D. 10-14-76-9:13	14	183	13		6573	51	
MANN, JOSEPH M., REV. et al	MONTE VISTA BIBLICAL GARDENS, INC.	DEED 7-28-76-9:49			79B	MONTE VISTA GEN.	6522	109	
MANN, LEWIS	et al LEWIS MANN PROPERTIES, INC.	W.D. 6-11-76-8:45	1	446	25		6495	352	
MANN, LEWIS	DECATUR FEDERAL S. & L. ASSN.	Q.C.D. 8-6-76-8:46	1	446	25		6529	6	
MANN, LEWIS PROPERTIES, INC.	FULTON NATIONAL BANK	TRF.D 7-12-76-8:55			BOOK 6419	PAGE 443	6511	210	
MANN, LEWIS PROPERTIES, INC.	DECATUR FEDERAL S. & L. ASSN.	Q.C.D. 3-16-76-8:52	1	446		8-9-11-12-15-19-20	6444	32	
MANN, LEWIS PROPERTIES, INC.	BLACKFORD ASSOCIATES, INC.	L.D. 2-18-76-8:51	1	446	28	8-9-11-12-14-19-20	6429	318	
MANN, LEWIS PROPERTIES, INC.	FULTON NATIONAL BANK	Q.C.D. 4-1-76-8:50	1	446		8-9-11-12-15-19-20-28	6454	176	
MANN, LEWIS PROPERTIES, INC.	DECATUR FEDERAL S. & L. ASSN.	Q.C.D. 1-14-76-8:45	1	446	18-21		6410	405	
MANN, LEWIS PROPERTIES, INC.	FULTON NATIONAL BANK	Q.C.D. 6-14-76-9:01	1	446	25		6494	315	
MANN, LOIS C.	EARLYNAE W. PAYNE	W.D. 12-20-76-9:02	14	190	4-5	W. TYLER RD.	6615	215	
MANN, MIRIAM H.	D. DOUGLAS MANN	L.D. 9-9-76-8:47				615 HIL-PINE DR.	6553	77	
MANN, MARY B.	RENTCO CORP.	L.D. 6-17-76-2:08	14	117		ASHBY STREET	6499	35	
MANN, MARY E. B.	RENTCO CORP.	L.D. 6-17-76-2:08	14	117		ASHBY STREET	6499	35	
MANN, MARY ELIA	RENTCO CORP.	L.D. 6-17-76-2:08	14	117		ASHBY STREET	6499	35	
MANN, NORMAN D.	WILLIAM R. DAVANT	L.D. 3-25-76-1:23	9	154	14	3860 WILL LEE	6449	378	
MANN, SARAH VICTORIA by Ex.	DANIEL WAYNE GRAY, SR. et al	L.D. 3-2-76-8:49	14	21	15-16	WALDO ST.	6436	219	
MANNELLY, JAY	WILLIAMSCRAFT BUILDERS, INC.	AGR. F 1-21-76-8:44	17	87	H		6414	469	
MANNELLY, JOSEPH B. JR.	WILLIAMSCRAFT BUILDERS, INC.	AGR. F 1-21-76-8:44	17	87	H		6414	469	
MANNERS, PAUL E.	ROBERT E. ASHCRAFT	W.D. 6-11-76-10:10	17	116	B	TUXEDO ROAD	6493	395	
MANNERS, PAUL S. et al	SUSAN S. MADDOX	W.D. 9-9-76-10:44	17	116		TUXEDO ROAD	6553	65	
MANNERS, SARA JOYCE et al	SUSAN S. MADDOX	W.D. 9-9-76-10:44	17	116		TUXEDO ROAD	6553	65	
MANNERS, SARA JOYCE	PAUL E. MANNERS	W.D. 8-20-76-10:05	17	116	B	TUXEDO ROAD	6539	316	
MANNERS, SARA JOYCE MINROE	FIRST NATIONAL BANK	Q.C.D. 12-29-76-8:51	17	156	D	28 RHODENHAVEN DR.	6620	246	
MANNERS, SARA JOYCE MINROE	FIRST NATIONAL BANK	Q.C.D. 12-29-76-8:51	17	157	D	28 RHODENHAVEN DR.	6620	246	
MANNERS, EVE B. et al	EVERETT BENNETT & CO.	W.D. 6-17-76-9:25	1	664		SIX BRANCHES D.	6497	246	

UNRECORDED PLEASE RETURN TO:  
STATE OF MARYLAND  
00 W. TOWER ROAD  
P.O. BOX 961  
HORSBAND, PA 19044-0963  
ATTN: DONNA HARKNESS

GEORGIA, FULTON COUNTY  
FILED IN UNRECORDED

1997 SEP -2 AM 8 30

Site No. 24

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

SS.:  
FULTON COUNTY, GEORGIA

TRANSFER AND ASSIGNMENT OF DEED TO SECURE DEBT  
AND SECURITY AGREEMENT AND  
ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

(Re: (i) Second Deed to Secure Debt Recorded in Deed Book 1720,  
Page 071, Fulton County, Georgia Records; and  
(ii) Second Assignment of Leases and Rents Recorded in Deed Book 1720,  
Page 071, Fulton County, Georgia Records)

FOR VALUE RECEIVED, the undersigned LEXINGTON MORTGAGE  
COMPANY (hereinafter called "Assignor") hereby transfers, assigns, sells and conveys unto  
\* \_\_\_\_\_ whose mailing address is

(hereinafter called "Assignee"), its successors, representatives and assigns, WITHOUT  
RECOURSE, all its right, title, and interest in, to and under that certain (i) Second Deed to  
Secure Debt and Security Agreement from NORTH RIVER VILLAGE III LIMITED  
PARTNERSHIP, a South Carolina limited partnership, to Assignor dated as of the 30th day of  
September, 1993, and recorded in the Office of the Clerk of the Superior Court of Fulton  
County, Georgia in Deed Book 1720, Page 071, and (ii) Second Assignment of Leases and  
Rents from NORTH RIVER VILLAGE III LIMITED PARTNERSHIP, a South Carolina limited  
partnership, to Assignor dated as of the 30th day of September, 1993 and recorded in the Office  
of the Clerk of the Superior Court of Fulton County, Georgia in Deed Book 1720, page  
071 together with the indebtedness secured thereby, the property described therein, and all  
of Assignor's rights, privileges, powers, options and immunities under the terms thereof.

\* Federal National Mortgage Association  
Mail Drawer Assignments  
3900 Wisconsin Avenue, N.W.  
Washington, DC 20016

CROSS REFERENCE

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed and sealed by its duly authorized officers this 13<sup>th</sup> day of DECEMBER, 1993.

Signed, sealed and delivered  
in the presence of:

LEXINGTON MORTGAGE COMPANY  
Assignor

Unofficial Witness

Nelson F. Migdal

Name: Nelson F. Migdal

By:

Frank Warfield

Name: Frank Warfield  
Title: Senior Vice President

Stephen Adams  
Notary Public

Attest:

William H. Harris, Jr.  
Name: William H. Harris, Jr.  
Title: ASSISTANT SECRETARY

STEPHEN ADAMS  
Notary Public, State of New York  
My Commission Expires February 5, 1994  
District of Nassau County

[AFFIX CORPORATE SEAL]



[AFFIX NOTARIAL SEAL]



This document prepared by:

Paul A. Hughson, Esq.  
Thacher Proffitt & Wood  
Two World Center  
New York, New York 10048

2014 Westwood Center Drive  
Suite 600  
Vienna, VA 22182

Deed Book 34187 Pg 188  
Filed and Recorded Feb-11-2003 11:28am  
2003-0053416  
Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

Loan #: 20-1002884

This Instrument was prepared by  
and, when recorded, mail to:

Winstead Sechrest & Minick P.C.  
Attn: Jack W. Perry  
910 Travis St., Suite 2400  
Houston, Texas 77002

[Space Above This Line For Recording Date]

State of Georgia  
**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS that FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Trustee"), the current record holder of a certain Second Deed to Secure Debt and Security Agreement whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Second Deed to Secure Debt and Security Agreement in said County in the State of Georgia.

Original Grantor: NORTH RIVER VILLAGE III LIMITED PARTNERSHIP, a South Carolina limited partnership  
Original Grantee: Lexington Mortgage Company, a Virginia corporation  
Original Loan Amount: \$53,550.00  
Date Recorded: October 27, 1993 County: Fulton  
Book: 17281 Page: 71  
Property Description: See Exhibit "A" attached hereto and by reference made a part hereof.

The above described Second Deed to Secure Debt and Security Agreement was assigned as follows:

Assignment from Lexington Mortgage Company, a Virginia corporation to FEDERAL NATIONAL MORTGAGE ASSOCIATION recorded in Book: 23124, Page: 30 in the official records of Fulton County, Georgia.

We authorize the Clerk of The Superior Court to mark the Second Deed to Secure Debt and Security Agreement satisfied of record.

WITNESS:

By: [Signature]  
Name: JERRY JOHNSON

FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY: [Signature]  
NAME: DOUGLAS HIGGS  
TITLE: ASST. VICE PRESIDENT

District of Columbia  
~~STATE OF~~ \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On JANUARY 29, 2003, before me, a Notary Public in and for the above county and state, personally appeared Douglas Higgs personally known to me to be the ASST. VICE Pres. of said FEDERAL NATIONAL MORTGAGE ASSOCIATION and that the said instrument was signed on behalf of the said Company by the authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said Company, by it voluntarily executed.

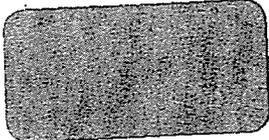
IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.



[SEAL]

[Signature]  
Notary Public in and for said County and State

DONNA D. KRULIKOWSKI  
Notary Public District of Columbia  
My Commission Expires: 9/30/05



**TRACT A**

All that tract or parcel of land lying and being in Land Lots 363, 367 and 369 of the 8th District of Fulton County, Georgia and being more particularly described as follows:

**COMMENCING** at an iron pin located at the intersection of the northeastern margin of the right-of-way of Dunwoody Place (said right-of-way begin 65 feet in width) with the northwestern margin of the right-of-way of North River Drive (said right-of-way being 60 feet in width at this point);

Thence North 47° 57' 00" West a distance of 29.67 feet to the point of beginning;

Thence running northwesterly along the northeastern margin of the aforesaid right-of-way of Dunwoody Place, North 47° 57' 00" West a distance of 123.21 feet to a point;

Thence continuing along said right-of-way northwesterly, and arc distance of 177.91 feet, said arc having a radius of 940.00 feet and a chord of 177.65 feet, and a chord bearing of North 42° 31' 40" West, to an iron pin found;

Thence along the southeast line of land owned by North River Square Assoc., Inc. North 21° 42' 00" East a distance of 419.50 feet to an iron pin found located on the northeast line of Land Lot 369;

Thence continuing along land of North River Square Assoc., Inc. and along said land lot line North 29° 43' 00" West a distance of 196.80 feet to an iron pin found;

Thence continuing along land of North River Square Assoc., Inc. and also land of Neil E. Sodomann, Barry E. McWhirter, Daphne D. McWhirter & Margaret B. Sodomann and said land lot line North 28° 38' 00" West a distance of 582.00 feet to an iron pin found;

Thence along the northeast line of land of Jerry L. Cole and said land lot line North 29° 15' 00" West a distance of 115.10 feet to an iron pin found;

Thence northeast along land of Winder River Village North 68° 00' 00" East a distance of 343.10 feet to an iron pin found located on the southwest right-of-way of Winder River Drive (a private roadway) - (said right-of-way begin 50 feet in width);

Thence southeast along said right-of-way of Winding River Drive an arc distance of 53.83 feet, said arc having a radius of 661.62 feet, a chord of 53.81 feet, and a chord bearing of South 25° 15' 23" East to an iron pin;

Thence continuing along said right-of-way of Winding River Drive South 27° 00' 00" East a distance of 419.83 feet to an iron pin;

Thence continuing along said right-of-way southeasterly on an arc distance of 421.23 feet, said arc having a radius of 383.10 feet, a chord distance of 409.33 feet, and a chord bearing of South 58° 30' 00" East to an iron pin;

Thence continuing along said right-of-way North 90° 00' 00" East a distance of 14.56 feet to an iron pin;

Thence along a curve to the right an arc distance of 31.42 feet, said arc having a radius of 20.00 feet, a chord distance of 29.28 feet, and a chord bearing of South 45° 00' 00" East, to an iron pin located on the west right-of-way of North River Drive (a public roadway), said right-of-way being 50 feet in width;

Thence south along said right-of-way of North River Drive South 90° 00' 00" East a distance of 115.98 feet to an iron pin;

Thence continuing along said right-of-way of North River Drive (60' R/W) southwesterly along an arc distance of 281.56 feet (said arc having a radius of 384.26 feet), a chord distance of 256.54 feet, and a chord bearing of South 19° 30' 00" West to an iron pin;

Thence continuing along said right-of-way of North River Drive (60' R/W) South 39° 00' 00" West a distance of 214.15 feet to an iron pin where said street widens from a 50 foot right-of-way to a 60 foot right-of-way;

Thence continuing along said right-of-way North 51° 00' 00" West a distance of 5.0 feet to an iron pin on the 60 foot right-of-way of North River Drive;

Thence continuing along said 60 foot right-of-way southwesterly along an arc distance of 247.42 feet, said arc having a radius of 746.20 feet, a chord distance of 243.29 feet, and a chord bearing of South 29° 36' 30" West to an iron pin;

Thence continuing along said right-of-way South 20° 01' 00" West a distance of 123.80 feet to an iron pin;

Thence along a curve to the right an arc distance of 39.11 feet, said arc having a radius of 20.00 feet, a chord distance of 33.17 feet; and a chord bearing of South 76° 02' 00" West to an iron pin located on the northeast right-of-way of Dunwoody Place (65 feet right-of-way) and the point of beginning;

Deed Book 34, 127 Pg. 133

TRACT B

All that tract or parcel of land lying and being in Land Lot 353 of the 5th District of Fulton County, Georgia and being more particularly described as follows:

COMMENCING at an iron pin located at the intersection of the northeast right-of-way of Dunwoody Place (said right-of-way being 65 feet) and the southeast right-of-way of North River Drive (said right-of-way being 60 feet), if extended to form an angle instead of a curve;

Thence North  $20^{\circ} 01' 00''$  East a distance of 13.43 feet to the point of beginning;

Thence North  $20^{\circ} 01' 00''$  East along the southeast right-of-way of North River Drive (60 feet right-of-way) a distance of 170.27 feet to an iron pin;

Thence continuing along said right-of-way northeasterly an arc distance of 19.51 feet, said arc having a radius of 666.20 feet, a chord distance of 19.50 feet, and a chord bearing of North  $20^{\circ} 49' 23''$  East, to an iron pin;

Thence South  $49^{\circ} 10' 00''$  East along property owned by River Pointe Properties, Ltd., a distance of 155.95 feet to an iron pin found;

Thence South  $41^{\circ} 45' 00''$  West along property owned by River Pointe Properties, Ltd., a distance of 191.80 feet to an iron pin found located on the northeast right-of-way of Dunwoody Place (65 feet right-of-way);

Thence North  $47^{\circ} 56' 00''$  West along said right-of-way a distance of 67.22 feet to an iron pin;

Thence along a curve to the right an arc distance of 23.72 feet, said arc having a radius of 20.00 feet, a chord distance of 22.35 feet, and a chord bearing of North  $13^{\circ} 58' 30''$  West, to an iron pin located on the southeast right-of-way of North River Drive (60 feet right-of-way) and the point of beginning;

WINDING RIVER DRIVE TRACT

All that tract or parcel of land lying and being in Land Lot 367 of the 5th District of Fulton County, Georgia, and being that certain private roadway known as Winding River Drive being 50 feet in width and lying adjacent to the northeastern and northern boundary of the above-described Tract A, and being more particularly described as follows:

Beginning at an iron pin located at the southeast intersection of the west right-of-way of North River Drive (50 feet right-of-way) with the south right-of-way of Winding River Drive (50 feet right-of-way) (a private roadway) if extended to form an angle instead of a curve;

Thence South  $00^{\circ} 00' 00''$  East a distance of 20.00 feet, along said west right-of-way of North River Drive (50 feet right-of-way) to an iron pin;

Thence North and West along a curve to the left an arc distance of 31.42 feet, said arc having a radius of 20 feet, a chord distance of 28.28 feet, and a chord bearing of North  $45^{\circ} 00' 00''$  West, to an iron pin located on the south right-of-way of Winding River Drive (a private roadway), said right-of-way being 50 feet;

Thence South  $90^{\circ} 00' 00''$  West along said south right-of-way of Winding River Drive a distance of 14.56 feet to an iron pin;

Thence continuing northwesterly along said right-of-way an arc distance of 421.23 feet, said arc having a radius of 363.70 feet, a chord distance of 400.33 feet, and a chord bearing of North  $50^{\circ} 30' 00''$  West to an iron pin;

Thence continuing along said right-of-way North  $27^{\circ} 00' 00''$  West a distance of 419.83 feet to an iron pin;

Thence continuing along said right-of-way northwesterly an arc distance of 53.83 feet, said arc having a radius of 661.62 feet, a chord distance of 53.51 feet, and a chord bearing of North  $25^{\circ} 15' 23''$  West to an iron pin found, said iron pin being the most northerly corner of Tract A of North River Village;

Thence North  $68^{\circ} 00' 00''$  East across Winding River Drive to the northeast right-of-way of Winding River Drive (50 feet right-of-way) and to an iron pin;

Thence along said right-of-way southeasterly an arc distance of 49.45 feet, said arc having a radius of 611.82 feet, a chord distance of 49.45 feet, and a chord bearing of South  $25^{\circ} 15' 23''$  East to an iron pin;

Thence continuing along said right-of-way South  $27^{\circ} 00' 00''$  East a distance of 410.23 feet to an iron pin;

Thence continuing along said right-of-way southeasterly an arc distance of 366.28 feet, said arc having a radius of 353.10 feet, a chord distance of 348.03 feet, and a chord bearing of South  $50^{\circ} 30' 00''$  East to an iron pin;

Thence continuing along said right-of-way North  $00^{\circ} 00' 00''$  East a distance of 24.56 feet to the west right-of-way of North River Drive (50 feet right-of-way), if extended to form an angle instead of a curve and to an iron pin;

Thence South  $00^{\circ} 00' 00''$  East along the west right-of-way of North River Drive a distance of 50.00 feet to an iron pin and the point of beginning;

Deed Book 34-1-27 Pg. 191  
Fulton County, Georgia  
County Clerk's Office  
Fulton County, Georgia

GEORGIA, Fulton County, Clerk's Office Superior Court  
Filed & Recorded, AUG 9 1988 at 2:26 *Arthur J. Luce* CLERK

DECLARATION OF DETENTION FACILITY EASEMENT

THIS DECLARATION OF DETENTION FACILITY EASEMENT (hereinafter referred to as this "Declaration"), is made and entered into this 17<sup>th</sup> day of June, 1988, by and between NEW SULLIVAN ROAD, a Texas general partnership (hereinafter referred to as the "Developer"); and ATLANTA EMBASSY INNKEEPERS LIMITED PARTNERSHIP, a Georgia limited partnership (hereinafter referred to as the "Hotel Owner");

W I T N E S S E T H ; T H A T :

WHEREAS, Developer is the owner in fee simple of that certain tract of land located in the 37th Land Lot, 13th Land District, City of College Park, Fulton County, Georgia, which tract is more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land");

WHEREAS, Developer intends to subdivide the Land and to grade, fill, excavate and place streets through the Land so that portions of the Land may be developed by Developer and others for office, hotel and other commercial purposes (the Land, as so developed, hereinafter referred to as the "Project");

WHEREAS, on even date herewith, contemporaneous with execution and delivery of this Declaration, Hotel Owner purchased from Developer a portion of the Land, which portion is more particularly described in Exhibit "B", attached hereto and by this reference made a part hereof, to be improved with a hotel by the Hotel Owner (hereinafter referred to as the "Hotel Lot");

WHEREAS, Developer intends to construct the "Detention Facility" (as hereinafter defined) for the purpose of collection, retention and regulated drainage of storm and surface water for the Development; and

WHEREAS, Developer and Hotel Owner desire to subject the Land to the covenants and easements herein made to provide for the construction, operation, maintenance, repair and use of such Detention Facility;

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by each party to the other the foregoing premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowl-

edged, Developer and Hotel Owner hereby declare, grant and agree as follows:

## ARTICLE I

### DEFINITIONS

1.1 Definitions. In addition to terms defined elsewhere in this Declaration, for the purposes of this Declaration, the following terms shall have the meanings ascribed thereto in this Article (to be equally applicable to both the singular and the plural form of the terms defined).

1.1.1 "Assessment" means (i) an Owner's Percentage Share of the Common Expenses from time to time assessed against the Lot of such an Owner by the Managing Owner in the manner herein provided; and (ii) any special assessment described in Section 5.5.

1.1.2 "Common Expense" means any expense (as described in Section 5.3 hereof) duly incurred by or on behalf of the Managing Owner with regard to the Detention Facility.

1.1.3 "Detention Facility" means the facility described in the plans and specifications identified on Exhibit "C", attached hereto and by this reference made a part hereof, and associated drainage improvements such as concrete or corrugated metal pipes of various sizes, junction boxes, man-holes, spillways, drop inlets, headwalls and culverts used to transmit the flow of storm and surface water from the Detention Facility to the adjoining property. Laterals are not part of the Detention Facility. The location of the Detention Facility is shown on that certain Plat, entitled "First Replat of New Sullivan Road Industrial Park, Block A Lot 2", recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Records of Fulton County, Georgia (hereinafter referred to as the "Plat").

1.1.4 "Hazardous Condition" means a condition of the Detention Facility which creates a bona fide emergency situation posing an immediate threat to the health, safety or welfare of persons or property.

1.1.5 "Lateral" means drainage improvements such as pipes, junction boxes, drop inlets, headwalls, culverts and spillways used for transmission of storm and surface water from a Lot to the Detention Facility.

1.1.6 "Lot" means any subdivided parcel of land within the Land. Developer shall have the right and power, but not the obligation, to subdivide the Land into subparcels to be designated as "Lots" for the purposes of this Declaration. Portions of the Land that are proposed to be improved with roads serving the Project (whether private or public) shall not be deemed to be part of any Lot. Such designation may be accomplished by recital in the deed from Developer to Owner, by recordation of a Plat or Plats in the public records of Fulton County, Georgia, or by agreement of Developer and Owner recorded in the records of Fulton County, Georgia. Developer and Hotel Owner agree that the Hotel Lot is a "Lot" and that portion of the Land which continues to be owned by Developer on the date hereof and which is not part of any proposed road shall be a single "Lot" until such time as Developer elects to further subdivide. Developer shall be deemed an "Owner" of a Lot so long as Developer retains title to any portion of the Land which is not part of any proposed road.

1.1.7 "Managing Owner" means the Owner who shall be responsible for discharging the duties and obligations of Managing Owner as set forth in this Declaration. The first Managing Owner shall be Developer. Developer shall continue to serve as the Managing Owner until one of the following occurs: (i) Developer ceases to be an Owner; (ii) Developer elects to no longer serve as Managing Owner and notifies all other Owners in writing of this election; (iii) Developer fails or refuses to discharge its duties as Managing Owner and fails or refuses to begin to discharge such duties or obligations within ten (10) days after written notice from any other Owner stating that Developer is not discharging its duties and obligations as Managing Owner and specifying the specific duty or obligation in default. After Developer is no longer the Managing Owner, the Owner which owns the Lot upon which the Detention Facility is constructed shall serve as the Managing Owner. If that Owner fails or refuses to serve as Managing Owner within ten (10) days after written request to perform the duties and obligations of Managing Owner from any other Owner, the other Owners shall appoint one from their ranks to serve as Managing Owner, by vote of a majority of the Percentage Shares of the other Owners. If the appointed Owner fails or refuses to serve as Managing Owner, within ten (10) days after written request to perform the duties and obligations of Managing Owner from any other Owner, then any Owner may, upon written notice to all other Owners, declare itself to be Managing Owner and may discharge all duties and obligations of Managing Owner as set forth herein. Notwithstanding anything to the contrary, in the event any Owner reasonably determines that the Detention Facility is in a Hazardous Condition, such Owner shall have the right to immediately take any action reasonably necessary to

correct or remedy said Hazardous Condition (such remedial actions are hereinafter referred to as "Emergency Repairs").

1.1.8 "Owner" means any Person owning fee simple title to any Lot, or any common, joint, or limited interest therein, as shown by the public records of Fulton County, Georgia, subject to the following special rules:

1.1.8.1 The grantor under a deed to secure debt, mortgage or other like security instrument, and not the grantee under a deed to secure debt, mortgage or other like security instrument of a Lot shall be deemed the "Owner" of such Lot, unless the grantee is a "mortgagee in possession" following a default under such deed to secure debt, mortgage or like security instrument or has acquired fee simple title, or a portion thereof, to such Lot by deed-under-power, judicial foreclosure, deed-in-lieu or otherwise and has in writing so certified to Managing Owner;

1.1.8.2 Individual tenants or lessees of a Lot or Lots shall not be deemed "Owners" thereof, unless otherwise agreed by the fee simple or remainder title holder of such Lot or Lots and approved in writing by the Managing Owner; and

1.1.8.3 Developer shall be an "Owner" so long as it retains ownership of a Lot.

1.1.9 "Percentage Share" means that Percentage Share of any Assessment attributable to an Owner with regard to its Lot. The Percentage Share of a Lot shall equal 100 times the quotient obtained by dividing the total acreage in that Lot (expressed to 100ths) by 24.2811 acres (being the total acreage of the Land less acreage proposed to be used for roads serving the Project). Developer and Hotel Owner agree that initially the Percentage Share attributable to the Hotel Lot is 20.73% and the Percentage Share attributable to the Lot owned by Developer is 79.27%. From time to time as and when Lots are sold and roads are dedicated to the public or established by private easement, Managing Owner reserves the right to readjust the Percentage Share attributable to each Lot based upon the foregoing formula, which readjustment shall be effective upon written notice thereof from Managing Owner to each Owner.

1.1.10 "Permittee" means any Person that is a tenant, subtenant, successor, or assignee of an Owner, and any officer, agent, employee, licensee, guest, invitee, independent contractor, or mortgagee of an Owner or its tenants, subtenants, successors, or assignees.

1.1.11 "Person" means a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

## ARTICLE II

### CONSTRUCTION

2.1 Construction. Developer, at its sole cost and expense (subject to reimbursement under Section 2.3), agrees to construct the Detention Facility substantially in accordance with the plans and specifications identified on said Exhibit "C" in a good and workmanlike manner. Developer agrees to commence construction within sixty (60) days after the date hereof and agrees to diligently pursue and complete such construction within twelve (12) months of the date hereof, subject to extensions of time for delays caused by factors beyond the control of Developer such as labor disputes, governmental regulation, riots, acts of God, war, insurrection. The Detention Facility shall be constructed at the location shown on the Plat. The completion of construction of the Detention Facility shall be evidenced by Certificate of Completion given by the design engineer, which will provide that all punch list items have been completed. In the event Developer does not secure a Certificate of Completion within twelve (12) months of the date hereof, Hotel Owner shall be entitled at its option to complete such construction and be reimbursed by Developer within thirty (30) days of Developer's receipt of written demand for all reasonable costs consistent with the original scope of work incurred by Hotel Owner in completing such construction.

2.2 Permits. Developer shall obtain all permits, approvals and licenses required by governmental authorities having jurisdiction over the Land to permit the construction, maintenance and operation of the Detention Facility.

2.3 Allocation of Construction Costs. At the time Developer submits to Hotel Owner the Certificate of Completion from the engineer, as required under Section 2.1, Developer shall also submit to Hotel Owner a statement setting forth all costs and expenses incurred by Developer for construction of the Detention Facility, including without limitation "hard" construction cost, design fees, survey expenses and permit fees. Within thirty (30) days after receipt of such statement, Hotel Operator agrees to pay to Developer its Percentage Share of such statement. In submitting such statement, Developer shall be acting in its capacity as Managing Owner and such statement shall be deemed a special Assessment.

ARTICLE III

GRANT AND RESERVATION OF EASEMENTS

3.1 Grant of Easements for Detention Facility. Subject to the terms and conditions of this Declaration, Developer hereby declares, establishes, creates and grants to each Owner and its Permittees the following non-exclusive perpetual rights, privileges and easements.

3.1.1 For the benefit of and as an appurtenance of each Lot designated in the Project, including the Hotel Lot, the right, privilege and easement to utilize the Detention Facility to drain storm and surface water from the Lot.

3.1.2 For the benefit of and as an appurtenance of each Lot designated in the Project, including the Hotel Lot, the right, privilege and easement to construct, install, use, maintain, repair and inspect Laterals from the Lot to the Detention Facility for the purpose of transmission of storm and surface water from the Lot to the Detention Facility. Each Owner, including Hotel Owner, by its acceptance of title to a Lot subject to this Declaration, agrees that if it desires to use the Detention Facility it shall be obligated to construct, install, use, maintain, repair and install any Lateral serving its Lot at its sole cost and expense. Each Lateral shall be constructed by the Owner of the Lot to be served by the Lateral in a good and workmanlike manner in accordance with plans and specifications approved by Developer in a location approved by Developer; which approval shall not be unreasonably withheld or delayed. The plans and specifications for the Laterals serving the Hotel Lot are attached hereto as Exhibit "D" and by this reference made a part hereof, and are hereby approved by Developer and Managing Owner.

3.2 Reservation of Easements by Developer. Developer hereby reserves for itself, and for its Permittees, the following rights, privileges and easements (without obligations to exercise same) for the benefit of those portions of the Project (whether or not any such portion constitutes a Lot) from time to time owned by Developer:

3.2.1 For the benefit of and as an appurtenance of each such portion of the Project (whether or not designated as a Lot) owned by Developer, the right, privilege and easement to utilize the Detention Facility to drain storm and surface water from such portions.

3.2.2 For the benefit of and as an appurtenance of each such portion of the Project (whether or not designated as a Lot), the right, privilege and easement to construct, install, use, maintain, repair and inspect Laterals from such other portions of the Project to the Detention Facility, at Developer's sole cost and expense. If a Lateral must cross a portion of the Project owned by an Owner, other than Developer, in order to reach the Detention Facility such Owner consents to this easement, except that such Owner reserves the right to approve the location of the Lateral or Laterals, which approval shall not be unreasonably withheld or delayed; provided, however, that such easement shall not obstruct, impede, or in any manner interfere with existing structures, improvements, elevations or landscaping on the Hotel Lot or with the operation of the Hotel.

3.2.3 For the benefit of and as an appurtenance to the Project, the right, privilege and easement, subject to Section 4.4, to enlarge the capacity of the Detention Facility by enlarging its size.

3.2.4 Anything to the contrary herein contained, Developer reserves the right to use all easement areas herein (except for the Hotel Lot) for any purposes not inconsistent with the easements herein granted, including without limitation, clearing, grading and the construction, installation, repair, maintenance, relocation and replacement of landscaping, utility systems, signs, fences, roads, curbs, gutters and other facilities necessary or desirable for the development of the Land.

3.2.5 Developer and each Owner reserves the right to move and relocate any Lateral which crosses its property, subject to the approval of the Owner of the Lot being served by the Lateral to be moved, which approval shall not be unreasonably withheld or delayed if the use and enjoyment of the Lateral to be relocated shall not be substantially delayed or unduly interrupted.

3.3. Rights and Easements of Managing Owner. Developer hereby declares, establishes, creates, grants and reserves unto Managing Owner, and its Permittees, the non-exclusive perpetual rights, privileges and easements to enter upon the Project, or any portion thereof, to carry out the duties and responsibilities of Managing Owner as described in Section 4.3 hereof.

ARTICLE IV

MANAGEMENT

4.1 Responsibilities of Managing Owner. Subject to Section 4.2, the Managing Owner shall have the following responsibilities with respect to the Detention Facility:

4.1.1 to maintain the Detention Facility in good repair and condition and, subject to Section 4.4, to enlarge the capacity of the Detention Facility.

4.1.2 to maintain in full force and effect such insurance policies insuring Persons as insured thereunder against losses and risks of loss, at such limits of coverage and with such insurance companies as the Managing Owner shall deem necessary or appropriate (but in no event less than \$1,000,000.00 for comprehensive general liability), including without limitation, comprehensive general liability and property damage naming each Owner as insureds thereunder, and to give all Owners written notice each year of such coverages and companies.

4.1.3 to pay all ad valorem taxes assessed by governmental authorities against the Detention Facility and the land upon which the Detention Facility is constructed. Managing Owner agrees to use reasonable efforts to have the Detention Facility and the land upon which it is constructed assessed as a separate tax parcel and the taxes returned in the name of the Managing Owner. If Managing Owner is unable to obtain from a taxing authority a separate tax assessment for the Detention Facility and the land upon which the Detention Facility is constructed, Managing Owner shall pay to the Owner of the Lot upon which the Detention Facility is located an amount equal to Managing Owner's reasonable estimate of the portion of the ad valorem taxes assessed against that Lot that are attributable to the Detention Facility and the land upon which it is constructed.

4.1.4 to take any and all actions, including actions herein-after described, necessary or appropriate to enforce this Declaration.

4.1.5 to assess each Owner as provided in Article V hereof.

4.2 Limitation of Liability. Managing Owner shall not be obligated to take any action hereunder with regard to the management of the Detention Facility to the extent that the cost thereof exceeds the funds available to the Managing Owner pursuant to its assessing powers under Article V hereof to pay such costs.

4.3 No Abatement. No diminution or abatement of Assessments shall be claimed or allowed by any Owner by reason of any alleged failure of Managing Owner to take some action or perform some function required to be taken or performed by Managing Owner under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs that are the responsibility of Managing Owner, or from any action taken by Managing Owner to comply with any law, ordinance, order, or directive of any municipal or other governmental authority (except for the gross negligence or the intentional acts or omission of the Managing Owner), the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

4.4 Future Changes. No change or alteration to the appearance, location or capacity of the Detention Facility shall occur without the prior written approval of the Hotel Owner (such approval not to be unreasonably withheld or delayed) and the approval of Owners (excluding the Hotel Owner) whose Percentage Shares equal or exceed 51.0% in the aggregate (excluding the Hotel Lot).

#### ARTICLE V

##### ASSESSMENTS

5.1 Covenant to Pay. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is thereby deemed to covenant and agree to pay to Managing Owner: (i) annual Assessments, such Assessments to be established and collected as provided in Section 5.3 hereof and (ii) special Assessments, such Assessments to be established and collected as provided in Sections 5.5 and 5.6 hereof.

5.2 Purpose of Assessments. Annual Assessments levied by Managing Owner shall be used exclusively for the promotion of the health, safety, welfare, and common benefit of the Owners and their Permittees, for the improvement, maintenance, and operation of the Detention Facility, and for the provision of services that Managing Owner is authorized to provide. Special Assessments shall be used for the purposes set forth in Section 5.5.

5.3 Annual Assessments. For each calendar year, Managing Owner shall prepare a budget listing by category the estimated Common Expenses (including the establishment and maintenance of such reserves as Managing Owner may consider appropriate) for such year. Managing Owner shall cause the proposed annual budget and annual Assessments roster based thereon to be delivered to each Owner (at the last address furnished Managing Owner by such Owner). The budget and the annual Assessments roster shall become

effective unless Managing Owner receives within thirty (30) days after delivery of the annual budget and annual Assessment roster written objection from Owner's whose aggregate Percentage Shares equal or exceed 51.0%, which objections, in order to be considered, must state with reasonable specificity the basis for the objections. If the proposed annual budget and annual Assessment roster are not approved (due to receipt of sufficient written objections), Managing Owner shall revise the proposed annual budget and annual Assessment roster and resubmit to the Owners for approval. Notwithstanding the foregoing, in the event the proposed budget is not approved or Managing Owner fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual Assessments roster in effect for the then current year shall continue for the succeeding year. The Common Expenses to be funded by the annual Assessments may include, but shall not necessarily be limited to, the following:

5.3.1 Reasonable management fees and expenses of administration (excluding internal overhead), including legal and accounting fees;

5.3.2 Utility charges for utilities serving the Detention Facility and charges for any other common services for the Detention Facility;

5.3.3 Premiums for comprehensive general liability, property damage and any other insurance which is required to be maintained by Managing Owner;

5.3.4 The expenses of maintenance, operation, repair and replacement of the Detention Facility, including, without limitation, costs of labor, equipment, and materials incurred in connection therewith;

5.3.5 Ad valorem real property taxes assessed against or attributable to the Detention Facility;

5.3.6 Such other reasonable expenses as may be determined from time to time by Managing Owner to be Common Expenses;

5.3.7 The establishment and maintenance of a reasonable reserve fund or funds (i) for maintenance, repair, and replacement of the Detention Facility and improvements thereto including, without limitation, conduits, piping, tranchas, valves and other related facilities that must be replaced on a periodic basis, and (ii) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by

Managing Owner. Such reserve funds shall be kept in interest-bearing accounts and shall not be commingled with other funds of the Managing Owner. Managing Owner shall provide to any Owner an accounting for such reserve funds within a reasonable time after receipt of written notice from any Owner.

5.4 Date of Commencement of Annual Assessments. Annual Assessments shall commence as to all Lots on January 1, 1989, and shall be due and payable in manner and on a schedule Managing Owner may provide subject to the requirement that annual Assessments shall be due and payable at least once during each calendar year.

5.5 Special Assessments. From time to time, Managing Owner may levy special Assessments against an Owner in the following instances:

5.5.1 If the Detention Facility is damaged or Emergency Repairs are made as a result of the negligence, gross negligence or intentional act or intentional omission of an Owner, or its Permittee, that Owner shall be obligated to pay for the entire cost incurred by Managing Owner to repair the Detention Facility and Managing Owner shall have the right to levy a special Assessment against the Owner for reimbursement of such repair costs.

5.5.2 If, as provided in Section 4.4, a determination is made that the capacity of the Detention Facility must be enlarged, each Owner shall pay its Percentage Share of the cost of enlarging the Detention Facility and special Assessments shall be levied therefor.

5.5.3 In the instance described in Section 2.3 concerning initial Construction Costs.

5.6 Priority of Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

5.6.1 Liens of ad valorem taxes; and

5.6.2 A lien for all sums unpaid on a first priority security deed, or any secondary purchase money security deed, or on any security deed to Developer, and all amounts advanced pursuant to any such security deed and secured thereby in accordance with the terms of such instrument; provided, however, that the subordination of the lien for Assessments to the foregoing security deeds shall apply only to

Assessments that have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure. Such sale or transfer shall not relieve such Lot from liability for any Assessments accruing after such sale or transfer.

All Persons acquiring other liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

5.7 Effect of Nonpayment of Assessments; Remedies of the Managing Owner. Any Assessments or any portion thereof that are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount equal to ten percent (10.0%) of the delinquent amount, and Managing Owner shall cause a notice of delinquency to be given to any Owner (and its mortgage holder of record) not paying within ten (10) days following the due date. If any installment of an assessment has not been paid within thirty (30) days of the due date therefor, the entire unpaid balance of the assessment may be accelerated at the option of Managing Owner and, if so accelerated, shall thereupon become forthwith due and payable in full. The continuing lien and equitable charge of such assessment shall include such late charge, interest on the amount of the delinquent installment at a rate per annum of sixteen percent (16.0%) per annum, from due date until payment, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. If the assessment remains unpaid after sixty (60) days from the original due date, Managing Owner may institute suit to collect such amounts and to foreclose its lien and, in addition to such other remedies as are available to Managing Owner, Managing Owner may take such steps as are necessary to prohibit further use of the Detention Facility by an Owner, and its Permittees, until such time as that Owner pays-in-full the delinquent Assessment. The equitable charge and lien provided for in this Article shall be in favor of Managing Owner for the use and benefit of all Owners; and each Owner, by its acceptance of a deed to a Lot, vests in Managing Owner or its agents the right and power to sue or otherwise proceed against such Owner for the collection of such charges and/or to foreclose such liens. Managing Owner shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

5.8 Exculpation. Notwithstanding any other provision of this Declaration to the contrary, if Managing Owner shall bring any action or proceeding, following a default by an Owner in the payment of charges assessed against such Owner's Lot, to enforce the obligation of such Owner

to pay such charges (together with late charges, interest, and costs with respect thereto authorized herein to be collected) or to exercise any right of foreclosure against such Owner's Lot, Managing Owner shall be entitled to satisfy a judgment obtained against an Owner only to the extent of such Owner's Lot, it being specifically understood and agreed that Managing Owner shall look only to an Owner's Lot for the payment of charges (and late charges, interest, and costs) assessed against such Lot. The foregoing provision concerns the liability of individual Owners and does not and shall not be interpreted or construed to affect or impair in any manner the rights of Managing Owner to pursue any remedy Managing Owner might have under this Declaration against a defaulting Owner, including, without limitation, any right of Managing Owner to foreclose on and sell a defaulting Owner's Lot.

5.9 Assessment Roster. Managing Owner shall prepare a roster of Lots and Assessments applicable thereto, whether annual, special, or individual, for each assessment period. Such roster shall state the assessment for each Lot. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

5.10 Payment Certificates. Within ten (10) days after written request, Managing Owner shall furnish to an Owner a written certificate stating the type and amount of then outstanding Assessments for which such Owner is liable and whether said Assessments have been paid-in-full. Such a certificate shall be conclusive evidence against all but such Owner of the payment of any assessment therein stated to have been paid.

5.11 Accounting. Managing Owner shall maintain accurate books and records and provide an accounting to any Owner for the actual payment of the Common Expenses for each calendar year within a reasonable time after receipt of written notice from any Owner, provided such request occurs after thirty (30) days following the end of such calendar year.

## ARTICLE VI

### MISCELLANEOUS

6.1 Effective Date. The easements and covenants created and imposed by this Declaration shall be effective upon the recordation of this Declaration in the records of Fulton County, Georgia.

6.2 Binding Effect. The benefits and burdens of each easement and the obligations of each covenant set forth in this Declaration shall run with the title to the Land and the particular Lots involved and shall bind

or benefit the Owners thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns.

6.3 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

6.4 Notices. Any notice or other communication required or permitted to be given, sent, delivered, or furnished to any Person under the provisions of this Declaration must be written and shall be deemed to have been received by the addressee thereof when (i) delivered in person to the address of such Person or (ii) mailed, with the proper postage affixed, to the last address of the Owner provided to Managing Owner. Such notice, if mailed, shall be deemed received three (3) business days after the date of deposit in the U.S. mails, unless earlier received by the addressee. Notice to one or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every Owner to notify Managing Owner immediately in writing of any change of address. Any Person who becomes an Owner after the date on which notice is delivered personally or mailed shall be deemed to have received such notice if received by such Person's predecessor-in-title.

6.5 Controlling Law. This Declaration shall be governed by, construed under, and enforced in accordance with, the laws of the State of Georgia.

6.6 Dedication of Detention Facility. In the event the City of College Park would agree to accept ownership and maintenance of the Detention Facility upon dedication thereof, Developer and Hotel Owner shall take any action necessary to dedicate the Detention Facility to the City of College Park. Upon such acceptance of dedication by the City of College Park, all rights and responsibilities hereunder, with the exception of the easements granted and reserved under Article III, shall have no further force or effect.

6.7 Amendment. This Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all of the Owners of the Property in a written instrument duly recorded in the real estate records of the Superior Court of Fulton County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Declaration in multiple counterparts as of the date first above written.

DEVELOPER:

Signed, sealed and delivered  
in the presence of:

NEW SULLIVAN ROAD,  
a Texas general partnership  
by all of its Partners

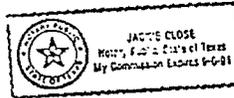
*Anna A. Dwyer Lee*  
Witness

By *TranHELL Crow* [SEAL]  
TRANHELL CROW, as Partner,

*Jacobs Close*  
Notary Public.

My Commission Expires:

[NOTARIAL SEAL]



[SIGNATURES CONTINUED ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

John C. Gallo  
Witness

By John S. Hunsinger [SEAL]  
JOHN S. HUNSINGER, as Partner

Carol E. McDaniel  
Notary Public Notary Public, Fulton County, Georgia  
My Commission Expires April 6, 1992

My Commission Expires:



[NOTARIAL SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

*William M. Carter*  
Witness

*Carol E. McDaniel*  
Notary Public Notary Public, Fulton County, Georgia  
My Commission Expires April 6, 1992  
My Commission Expires:

[NOTARIAL SEAL]

By: THE CARTER FAMILY, LTD.,  
a Georgia limited partnership,  
as Partner

*Frank Carter* [SEAL]  
FRANK CARTER,  
General Partner



Signed, sealed and delivered  
in the presence of:

*William M. Carter*  
Witness

*Carol E. McDaniel*  
Notary Public Notary Public, Fulton County, Georgia  
My Commission Expires April 6, 1992  
My Commission Expires:

[NOTARIAL SEAL]

By: *Jane H. Carter* [SEAL]  
JANE H. CARTER, as Partner



[SIGNATURES CONTINUED ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

By: HARLAN R. and TRAMMELL S. CROW,  
A PARTNERSHIP, a Texas General  
Partnership, as Partner

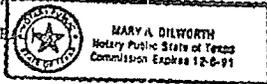
Jackie Chase  
Witness

[Signature] [SEAL]  
By: HARLAN R. CROW, Partner,

Mary A. Dilworth  
Notary Public

My Commission Expires:

[NOTARIAL SEAL]



Signed, sealed and delivered  
in the presence of:

Jackie Chase  
Witness

[Signature] [SEAL]  
By: TRAMMELL S. CROW, Partner

[Signature]  
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

COMMISSION  
EXPIRES  
3-3-93  
SUSAN H. WALTON



[SIGNATURES CONTINUED ON NEXT PAGE]

HOTEL OWNER:

ATLANTA EMBASSY INNKEEPERS LIMITED  
PARTNERSHIP, a Georgia limited partnership

Signed, sealed and delivered  
in the presence of:

By: Flautt and Hill Atlanta Partnership,  
a Tennessee general partnership,  
its sole General Partner

Michael E. ...  
Witness

By: W. J. ... (SEAL)

Oscar ...  
Notary Public

My Commission Expires: My Commission Expires Jan. 22, 1992

[NOTARIAL SEAL]



Exhibit "A"

(The Land)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 37 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point located at the intersection common to Land Lots 37 and 60 of the 13th District of Fulton County, Georgia and Land Lots 38 and 59 of the 13th District of Clayton County, Georgia and run thence north  $77^{\circ} 25' 27''$  west a distance of 182.14 feet to a point located on the northerly right-of-way line of Sullivan Road (an 80' right-of-way); run thence north  $89^{\circ} 57' 19''$  west along said northerly right-of-way line a distance of 1030.15 feet to a point and said point BEING THE TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run thence south  $89^{\circ} 57' 19''$  west along said northerly right-of-way line a distance of 912.08 feet to a 1/2" rebar placed; thence leaving said northerly right-of-way line of Sullivan Road, run north  $01^{\circ} 06' 14''$  east a distance of 385.43 feet to a 1/2" rebar found; run thence south  $89^{\circ} 57' 37''$  west a distance of 224.65 feet to a 1/2" rebar placed located on the easterly right-of-way line of Edison Drive (a 60' right-of-way); run thence north  $01^{\circ} 08' 43''$  east along said easterly right-of-way line a distance of 561.68 feet to a 1/2" rebar found; thence leaving said easterly right-of-way line of Edison Drive run south  $88^{\circ} 54' 45''$  east a distance of 457.72 feet to a 1/2" rebar found; run thence north  $01^{\circ} 08' 11''$  east a distance of 508.21 feet to a 1/2" rebar found; run thence north  $85^{\circ} 15' 31''$  east a distance of 170.94 feet to a point located on the proposed southwestern right-of-way line of the relocation of Shurfine Drive; run thence along said proposed southwestern right-of-way line along the arc of a curve to the left (said arc having a radius of 361.48 feet and having a chord bearing south  $57^{\circ} 54' 46''$  east a chord distance of 238.29 feet) an arc distance of 242.83 feet to a point located on the proposed westerly right-of-way line of New Sullivan Road (a 60' right-of-way); run thence along said proposed westerly right-of-way line along the arc of the curve to the left (said arc having a radius of 494.00 feet and having a chord bearing south  $16^{\circ} 38' 10''$  east a chord distance of 391.92 feet) an arc distance of 403.00 feet to a point; run thence along said proposed westerly right-of-way line along the arc of curve to the left (said arc having a radius of 494.00 feet and having a chord bearing south  $41^{\circ} 40' 12''$  east a chord distance of 28.68 feet) an arc distance of 28.68 feet to a point; run thence along said proposed westerly right-of-way line south  $43^{\circ} 20' 01''$  east a distance of 100.00 feet to a point; run thence along said proposed westerly right-of-way line along the arc of a curve to the right (said arc having a radius of 285.00 feet and having a chord bearing south  $23^{\circ} 17' 51''$  east a chord distance of 195.29 feet) an arc distance of 199.32 feet to a point; run thence along said proposed westerly right-of-way line along the arc of a curve to the right said arc having a radius of 285.00 feet with a chord bearing south  $01^{\circ} 39' 12''$  east a chord distance of 16.00 feet) an arc distance of 16.00 feet to a point; thence run along the proposed westerly right-of-way line south  $00^{\circ} 02' 41''$  east a distance of 668.00 feet to a point and said point BEING THE TRUE POINT OF BEGINNING; containing 26.446 acres as depicted on that certain First Replat of New Sullivan Road Industrial Park, Block A Lot 2, prepared by Metro Engineering & Surveying Company, Inc., bearing the certification of Chester M. Smith, Jr. G.R.L.S No. 1445, dated May 17, 1988.

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Exhibit B

(Hotel Lot)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 37 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point located at the intersection common to Land Lots 37 and 60 of the 13th District of Fulton County, Georgia and Land Lots 38 and 59 of the 13th District of Clayton County, Georgia and run thence north  $77^{\circ} 25' 27''$  west a distance of 182.14 feet to a point located on the northerly right-of-way line of Sullivan Road (an 80' right-of-way); run thence north  $89^{\circ} 57' 19''$  west along said northerly right-of-way line a distance of 1030.15 feet to a point located at the intersection of the northerly right-of-way line of Sullivan Road and the proposed westerly right-of-way line of New Sullivan Road (a 60' right-of-way); run thence north  $00^{\circ} 02' 41''$  west along said proposed westerly right-of-way line a distance of 668.00 feet to a point; run thence along said proposed westerly right-of-way line along the arc of a curve to the left (said arc having a radius of 285.00 feet and having a chord bearing north  $01^{\circ} 39' 12''$  west a chord distance of 16.00 feet) an arc distance of 16.00 feet to a point; run thence along said proposed westerly right-of-way line along the arc of the curve to the left (said arc having a radius of 285.00 feet and having a chord bearing north  $23^{\circ} 17' 51''$  west a chord distance of 195.29 feet) an arc distance of 199.32 feet to a point; run thence north  $43^{\circ} 20' 01''$  west along said proposed westerly right-of-way line a distance of 100.00 feet to a point; run thence along said proposed westerly right-of-way line along the arc of the curve to the right (said arc having a radius of 494.00 feet and having a chord bearing north  $41^{\circ} 40' 12''$  west a chord distance of 28.68 feet) an arc distance of 28.68 feet to a point and said point BEING THE TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, and leaving said proposed westerly right-of-way line run south  $27^{\circ} 01' 02''$  west a distance of 91.96 feet to a point; run thence north  $88^{\circ} 51' 49''$  west a distance of 453.89 feet to a point; run thence north  $01^{\circ} 08' 11''$  east a distance of 561.00 feet to a  $1/2''$  rebar found; run thence north  $85^{\circ} 15' 31''$  east a distance of 170.94 feet to a point located on the proposed southwestern right-of-way line of the relocation of Shurfine Drive; run thence along the proposed southwestern right-of-way line along the arc of a curve to the left (said arc having a radius of 361.48 feet and having a chord bearing south  $57^{\circ} 54' 46''$  east a chord distance of 238.29 feet) an arc distance of 242.83 feet to a point located on the proposed westerly right-of-way line of New Sullivan Road (a 60' right-of-way); run thence along said proposed westerly right-of-way line along the arc of a curve to the left (said arc having a radius of 494.00 feet and having a chord bearing south  $16^{\circ} 38' 10''$  east a chord distance of 391.92 feet) an arc distance of 403.00 feet to a point and said point BEING THE TRUE POINT OF BEGINNING; containing 5.0330 acres and depicted on that certain survey for Atlanta Embassy Innkeepers Limited Partnership, Citicorp Real Estate, Inc., Westinghouse Credit Corp. and Title Insurance Co. of Minnesota, prepared by Metro Engineering & Surveying Company, Inc. bearing the certification of Chester H. Smith, Jr. G.R.L.S No. 1445, dated February 9, 1988 and last revised June 9, 1988.

TOGETHER WITH, a temporary non-exclusive easement (hereinafter referred to as the "Access Easement") for ingress and egress of vehicular and pedestrian

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traffic to and from the above referenced 5.0330 acre tract to Edison Drive said Access Easement shall terminate upon the occurrence of either (i) the acceptance of dedication by The City of College Park of New Sullivan Road or (ii) the granting of a perpetual non-exclusive easement for New Sullivan Road as a private roadway; the Access Easement being thirty (30) feet wide fifteen (15) feet on each side of the centerline of the proposed access road [and thus the centerline of the thirty (30) foot Access Easement] is more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 37 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point located at the intersection common to Land Lots 37 and 60 of the 13th District of Fulton County, Georgia and Land Lots 38 and 59 of the 13th District of Clayton County, Georgia and run thence north  $77^{\circ} 25' 27''$  west a distance of 182.14 feet to a point located on the northerly right-of-way line of Sullivan Road (an 80' right-of-way); run thence north  $89^{\circ} 57' 19''$  west along said northerly right-of-way line a distance of 1030.15 feet to a point located at the intersection of the northerly right-of-way line of Sullivan Road (an 80' right-of-way) and the proposed westerly right-of-way line of New Sullivan Road (a 60' right-of-way); run thence north  $00^{\circ} 02' 41''$  west along said proposed westerly right-of-way line a distance of 668.00 feet to a point; run thence along said proposed westerly right-of-way line along the arc of a curve to the left (said arc having a radius of 285.00 feet and having a chord bearing north  $01^{\circ} 39' 12''$  west a chord distance of 16.00 feet) an arc distance of 16.00 feet to a point; run thence along said proposed westerly right-of-way line along the arc of the curve to the left (said arc having a radius of 285.00 feet and having a chord bearing north  $23^{\circ} 17' 51''$  west a chord distance of 195.29 feet) an arc distance of 199.32 feet to a point; run thence north  $43^{\circ} 20' 01''$  west along said proposed westerly right-of-way line a distance of 100.00 feet to a point; run thence along said proposed westerly right-of-way line along the arc of the curve to the right (said arc having a radius of 494.00 feet and having a chord bearing north  $41^{\circ} 40' 12''$  west a chord distance of 28.68 feet) an arc distance of 28.68 feet to a point; thence leaving said proposed westerly right-of-way line run south  $27^{\circ} 01' 02''$  west a distance of 91.96 feet to a point; run thence north  $88^{\circ} 51' 49''$  west a distance of 368.64 feet to a point and said point BEING THE TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run thence along the centerline of the proposed thirty (30) foot access road along the arc of a curve to the right (said arc having a radius of 176.97 feet and having a chord bearing south  $72^{\circ} 17' 55''$  west a chord distance of 98.67 feet) an arc distance of 100.00 feet to a point; run thence along said centerline north  $86^{\circ} 24' 38''$  west a distance of 450.00 feet to a point located on the easterly right-of-way line of Edison Road (a 60' right-of-way) which point is the POINT OF ENDING of said proposed thirty (30) foot access road; being the property designated as 30' Wide Proposed Temporary Access Easement on that certain survey for Atlanta Embassy Innkeepers Limited Partnership, Citicorp Real Estate, Inc., Westinghouse Credit Corp. and Title Insurance Co. of Minnesota, prepared by Metro Engineering & Surveying Company, Inc. bearing the certification of Chester M. Smith, Jr., G.R.L.S. No. 1445, dated February 9, 1988, last revised June 9, 1988.

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29554.1

EXHIBIT "C"

(Description of Plans and Specifications)

Drawing entitled "Nav Sullivan Road, College Park, Georgia, Carter & Associates, Inc.", prepared by Pharr Engineering, Inc., dated November 24, 1987, last revised May 31, 1988, consisting of sheets C-1 through 3, C-3.1, C-4, C-4.1, C-5, C-6, C-7.1 through 7.11 and C-8.

H09MSR27  
29554.1

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EXHIBIT "D"

[Laterals Serving Hotel Lot]

Drawing entitled Grading & Utility Plan for Embassy Suites, A Development of Plautt Properties, Inc., prepared by LRE Engineering, Inc., Project No. 88113, dated May 13, 1988, consisting of sheet number C-3.

H09NSR29  
29554.1

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