

**FULTON COUNTY
DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

130 Peachtree Street
Atlanta GA 30303
Tel: (404) 612-5800



INVITATION FOR SALE BY SEALED BID

Solicitation No. 17-0090-0001-048-3

0 Allen Road Properties, Sandy Springs, Georgia 30328

For

**Department of Real Estate and Asset Management
Land Division**

Bid Issuance Date: July 19, 2022

Date of Bid Opening: September 20, 2022
Time of Bid Opening: 11:00 A.M.
Date of Open House: N/A

Location of Bid Opening: Bids shall be read via Zoom at 11:05 A.M.
Join Zoom Meeting at <https://zoom.us/j/96799588690>
(See Paragraph 9 for more detail)

Purchasing Contact: Mark Hawks, Chief Assistant Purchasing Agent
Email address: mark.hawks@fultoncountyga.gov

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Invitation for Sale by Sealed Bid by
Fulton County Government
for the Sale of
0 Allen Road Properties, Sandy Springs, Georgia 30328
Solicitation No. 17-0090-0001-048-3

SECTION 1 - Instructions to Bidders

Fulton County Government ("County") invites sealed bids for the sale of three contiguous County-owned parcels called the Allen Road Properties at 0 Allen Road in Sandy Springs, known by Tax Numbers 17 009000010483, 17 009000010459 and 17 009000010491.

1. DESCRIPTION OF THE REAL PROPERTY

The subject consists of three (3) contiguous parcels that together comprise approximately 2.043 unimproved, wooded acres. See Exhibit 4 for Legal Description.

2. GENERAL INFORMATION

- a. The Bid Document: This Invitation for Sale by Sealed Bid and supporting documents can be downloaded from BidNet Direct at:
<https://www.bidnetdirect.com/georgia/fultoncounty>.
- b. **Bid Contact:** Inquiries regarding bid requirements shall be directed in writing to:

Fulton County Purchasing Department
Attn: Mark Hawks
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: mark.hawks@fultoncountyga.gov
Phone: (404) 612-5812

Reference: Solicitation No. **17-0090-0001-048-3**

3. TERMS AND CONDITIONS APPLICABLE TO THE SALE

- a. The property is being sold "as is" "where is" and "with all faults" and will be conveyed by quit claim deed only.
- b. At the time of submission of the offer, the Bidder must submit **Earnest Money** in certified funds in the amount of 10% of the bid amount. Certified checks shall be made payable to Fulton County. A copy of the check is to be submitted with the bid, and the original of the check must

be received in the Purchasing Department within 5 Business Days of Bid Opening via mail as follows:

Purchasing and Contract Compliance
130 Peachtree St.
Atlanta, GA. 30519
Attn: Mark Hawks

- c. The earnest money of all unsuccessful bidders shall be returned immediately upon completion of the Bid Evaluation Period.
- d. At the time of submission of the offer, the Bidder must provide evidence of availability of funds to close from a banking institution (Proof of Funds). A mortgage or loan commitment does not constitute Proof of Funds for purposes of this transaction.
- e. Any and all due diligence and property inspections should be completed before the date of the Bid Opening since there is no provision for a due diligence period after bids have been opened.
- f. Bidders are required to be represented by a real estate salesperson (agent or broker) licensed to do business in the State of Georgia. The County will pay a real estate commission of 5% of the sales price, payable at closing, provided that said representative is duly licensed and that he/she is providing services to the Buyer under an Exclusive Buyers Brokerage Agreement.
- g. Funds shall be collected from the Successful Bidder at the closing in the form of cashier's check, wire transfer, or bank issued check.
- h. All closing costs, including the County's closing attorney's fees shall be borne by the Successful Bidder and shall be paid at closing.

4. PROPERTY INSPECTION/OPEN HOUSE

N/A

A Property Inspection/Open House applies only to Properties where there is a building and/or other structures with interior square footage or where there is a gate that is locked or access is otherwise barred or constrained. In those cases, a representative of the County's Land Division will be on hand to facilitate access to the Property and answer questions. **Note, however, that verbal responses do not bind the County. Bidders should rely on this Invitation for Sale by Sealed Bid as the official source of information** (see Section 5 below).

5. QUESTIONS AND ANSWERS

Any questions regarding the bid documents or the bid process that are not answered in the Invitation for Sale by Sealed Bid shall be directed in writing to the Department of Purchasing and Contract Compliance; questions must be received no later than **2:00 PM, Tuesday, August 16, 2022**. Inquiries may be

submitted in BidNet Direct within the solicitation document. Telephone inquiries will not be accepted.

The County's answers to duly initiated inquiries that are material to the bid will be in the form of written Addenda to this Invitation to Bid. Addenda will be posted on BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty>. The Bidder should check BidNet Direct before finalizing his/her bid for any addenda that may have been posted. No verbal response will bind the County. Only the County's written communications (the Invitation for Sale by Sealed Bid and any Addenda) constitute an official response.

6. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be submitted in accordance with the following instructions:

- a. Bidders shall scan and submit Bid online for each property. A completed Bid consists of the following documents listed below, duly executed as appropriate.
 - i. Bid Schedule (must use Fulton County form, attached)
 - ii. Real Estate Sales Contract (must use Fulton County form, attached)
 - iii. Non-collusion Affidavit (must use Fulton County form, attached)
 - iv. Proof of Funds
 - v. Copy of the Earnest Money Deposit (in certified funds made payable to **Fulton County**). A scanned copy of the check is to be submitted with the bid; the original check must be received within 5 Business Days of Bid Opening via mail delivered to:

Purchasing and Contract Compliance
130 Peachtree St.
Atlanta, GA. 30519
Attn: Mark Hawks
 - vi. Evidence of Authority to Sign (when applicable)
 - vii. Exclusive Buyers Brokerage Agreement (fully executed)
- b. Documents shall be signed and dated. All blank spaces must be typed or hand-written. All dollar amounts must be in BOTH words and figures. In the event of discrepancy, bid amounts written in words shall prevail over the amount written in figures. Any corrections to any entry must be lined out and initialed by the Bidder. The use of correction tape or fluids is prohibited.
- c. In cases where the Bidder is a company or organization, bids shall be signed by hand by an officer or principal of the Bidder with the authority to execute a Real Estate Sales Contract.

Joint ventures, consortia, associations or partnerships shall be treated the same as any other company or organization. Evidence of the signatory's authority to sign and a listing of the full names and addresses of all participants in the joint venture, consortium, association or partnership shall be attached to the Bid submittal.

- d. Bidder's real estate broker or agent is required to affix his/her signature to the Bid Schedule and Real Estate Sales Contract and to provide complete contact information.

7. WITHDRAWAL OF BIDS

Bids may not be withdrawn once they have been received and opened by the County.

8. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

The procedures specified herein shall not bar the Land Administrator from initiating contact with the apparent high bidder with the express purpose of closing the transaction. In the event that the apparent high bidder fails or declines to close the transaction, the authority of the Land Administrator to initiate contact shall be extended to the next high bidder, and so on until all opportunities to close the transaction have been exhausted.

9. BID OPENING

Bids shall be read via zoom at 11:05 A.M.

Join Zoom Meeting at <https://zoom.us/j/96799588690>

Meeting ID: 967 9958 8690

One tap mobile

+14702509358,,96799588690# US (Atlanta)

+14703812552,,96799588690# US (Atlanta)

Dial by your location

+1 470 250 9358 US (Atlanta)

+1 470 381 2552 US (Atlanta)

+1 267 831 0333 US (Philadelphia)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 518 9805 US (New York)

+1 646 558 8656 US (New York)

+1 651 372 8299 US (Minnesota)

+1 786 635 1003 US (Miami)

+1 669 219 2599 US (San Jose)

+1 669 900 9128 US (San Jose)

+1 720 928 9299 US (Denver)

+1 971 247 1195 US (Portland)

+1 206 337 9723 US (Seattle)

+1 213 338 8477 US (Los Angeles)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 602 753 0140 US (Phoenix)

Meeting ID: 967 9958 8690

10. RIGHT TO REJECT BIDS

The County reserves the right to reject any and all bids and cancel the sale at any time prior to closing.

Any and all bids may be rejected if they are deemed in the judgment of the County to be non-responsive to the Invitation for Sale by Sealed Bid.

11. APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Pursuant to the Revised Purchasing Code 11-1, the County's decision to reject a bid to purchase surplus real property is not subject to protest.

12. BASIS OF AWARD

The award shall be made in accordance with the provisions of the Invitation for Sale by Sealed Bid and as approved by the Board of Commissioners prior to the public offering. Award will be made to the highest responsible bidder, provided that the price offered is deemed by the Land Administrator to be equal to or greater than the Fair Market Value as determined by the County's appraisal. All bids may be rejected if they are deemed in the judgment of the County to be non-responsive to the Invitation for Sale by Sealed Bid.

13. DETERMINATION OF SUCCESSFUL BIDDER

The Real Estate Sales Contract will be awarded to the highest responsive, responsible bidder, provided that the price offered by such bidder is acceptable to the Land Administrator, with the concurrence of the County Manager, based upon its fair market value as determined by appraisal.

- 1) **Responsive Bidder:** The evidence submitted by the bidder shall satisfy the County that the bidder has the capacity to complete the purchase of the property.
- 2) **Responsible Bidder:** In order that the bid is deemed responsible,
 - a. The bidder shall submit a complete Bid that includes all documents as set out in this Invitation for Sale by Sealed Bid and any pertinent Addenda, without irregularities, excisions, special conditions, or alternatives unless specifically requested in the Invitation for Sale by Sealed Bid.
 - b. The amount of the bid is not less than the amount deemed to be acceptable by the Land Administrator, with the concurrence of the County Manager, based on the property's fair market value as determined by appraisal.

14. RETURN OF EARNEST MONEY TO UNSUCCESSFUL BIDDERS

Upon completion of the Bid Evaluation by the Land Administrator and acceptance of the Land Administrator's recommendation by the County Manager, all bidders shall be notified that a Successful Bidder has been selected. At that time, earnest money shall be returned to all unsuccessful bidders by certified mail.

15. NOTICE OF AWARD AND CLOSING

Upon completion of the evaluation of the bids by the Land Administrator and acceptance of the Land Administrator's recommendation by the County Manager, the Land Administrator shall

- i. send the Successful Bidder a Notice of Award, and
- ii. request the preparation of the Quit Claim Deed by the Closing Attorney.

When the Quit Claim Deed has been prepared, it will be presented along with the Purchase Contract to the Chairman of the Board of Commissioners for execution. At that time, the Land Administrator shall direct the Closing Attorney to provide instructions to the Successful Bidder in all matters relating to the closing, including time and date of the closing and the type and amount of funds to be collected at the closing.

Upon the closing of the transaction, the Closing Attorney shall distribute all closing documents and cause the deed to be recorded.

16. COUNTY'S RIGHTS UPON FAILURE OF SUCCESSFUL BIDDER TO CLOSE

In accordance with the terms set forth in this Invitation for Sale by Sealed Bid under this subsection, the County shall, as may be necessary, pursue its rights upon the failure of the Successful Bidder to close the transaction for which Notice of Award has been made. If for any reason the Successful Bidder fails to close within 30 days of the Notice of Award, i.e., render full payment of the consideration upon which the bid was awarded, such failure shall be construed as a refusal to pay the consideration due the County under the terms of the Real Estate Sales Contract and Invitation for Sale by Sealed Bid and as a refusal to accept the County's deed. The County shall, at its option, retain the earnest money deposit and have the right to pursue any and all remedies available to it at law or in equity, including but not limited to the right to specific performance. If the County is successful in enforcing its right to specific performance, the County may demand that the Successful Bidder pay the County's reasonable attorney's fees incident thereto.

17. SUCCESSFUL BIDDER'S RIGHTS UPON FAILURE OF THE COUNTY TO CLOSE

Subject to the County's rights to reject any and all bids, the County shall tender a duly executed Quit Claim deed conveying the land or interest in real property offered by it for sale within 120 days after Notice of Award to the successful bidder. Failure by the County to close and deliver such Quit Claim Deed within the 120-day period shall entitle the Successful Bidder to refuse to close the transaction by giving written notice of such action to the Land Administrator. Upon receipt of such written notice of refusal, the County shall cancel the transaction and return all Earnest Money to the Successful Bidder. Neither the County nor the Successful Bidder shall be liable to any party in any respect as a result of such refusal to close the transaction under this circumstance.

end

Bid Schedule

BID SCHEDULE

Page 1 of 2

This Schedule must be returned with the Bid

Solicitation No. 17-0090-0001-048-3
0 Allen Road Properties, Sandy Springs, Georgia 30328

Bidder's Name or Legal Business Name: _____

My Bid to Purchase this property is: \$_____ (dollar amount in numbers)

(Dollar Amount in Words)

I have enclosed my earnest money deposit in certified funds in the amount of \$_____, which is equal to 10% of my bid amount.

In submitting this bid, the bidder acknowledges the following:

- Sale will be to the highest responsive and responsible bidder, provided that the price offered is equal to or greater than its Fair Market Value as determined by the Land Administrator and the County Manager.
- Bids may not be withdrawn once they have been received and opened by the County.
- The property is being sold "as is" "where is" and "with all faults" and will be conveyed by Quit Claim Deed only.
- Along with the bid, the Bidder must submit a copy of the earnest money check, being certified funds made payable to Fulton County Government in the amount of 10% of the bid amount. The original check must be received in the Purchasing Department within five (5) Business Days of Bid Opening via mail, addressed as follows:

Purchasing and Contract Compliance
130 Peachtree St.
Atlanta, GA. 30519
Attn: Mark Hawks

- At the time of submission of the offer, the Bidder must provide evidence of availability of funds with an irrevocable letter of availability of funds from a banking institution (Proof of Funds).
- Any and all due diligence and property inspections should be completed before the date of the Bid Opening since no provision is made for a due diligence period once bids have been opened.
- Bidders are required to be represented by a real estate salesperson (agent or broker) who is licensed to do business in the State of Georgia.

BID SCHEDULE

Page 2 of 2

Bidder's Name or Legal Business Name: _____

- The County will pay a real estate commission of 5% of the sales price to the Buyer's representative, payable at closing, provided that said representative is licensed to sell real estate in the State of Georgia and that he/she is providing services to the Buyer under an Exclusive Buyers Brokerage Agreement.
- Funds shall be collected from the Successful Bidder in the form of cash, cashier's check, wire transfer, or bank issued check.
- All closing costs, including the County's closing attorney's fees shall be borne by the Bidder and shall be paid at closing.
- Successful Bidder must close on property in accordance with the terms and conditions of the Real Estate Sales Contract and the Invitation for Sale by Sealed Bid.

Bidder's Address: _____

Phone: _____ Email: _____

Bidder's Title (if appropriate) _____

Bidder's Signature: _____ date _____

Real Estate Agent's Name: _____ License # _____

Real Estate Agent's Phone: _____ Email address: _____

Brokerage Name, Address and Phone: _____

Agent's Signature: _____ date _____

Real Estate Sales Contract

Real Estate Sales Contract

Solicitation No. 17-0090-0001-048-3

0 Allen Road Properties, Sandy Springs, Georgia 30328

1. The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All those tracts or parcels of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia, and each being known as 0 Allen Road and known by their tax numbers 17 009000010483, 17 009000010459 and 17 009000010491 in Sandy Springs, Georgia, together with all improvements, appliances, lighting fixtures, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto; also all plants, trees and shrubbery now on the premises (collectively the "Property"). The Purchase Price of the property shall be _____ (\$ _____), to be paid as follows:

2. Cash Sale. This is a cash transaction with no contingencies for financing allowed and Purchaser shall pay all closing costs including the cost of the County's Closing Attorney's fee(s).

3. Earnest Money. A good faith deposit of US Dollars in certified funds in the amount of _____ (10% of the bid amount) is herein paid as a part of this Bid and shall be treated as Earnest Money. The amount of the good faith Earnest Money deposit shall be applied toward the Purchase Price at closing. *Disbursement of Earnest Money:* Fulton County may (i) disburse the Earnest Money to Buyer if contract is not accepted, unless that issue is disputed; (ii) disburse the Earnest Money for credit to Buyer at Closing; (iii) disburse the Earnest Money pursuant to a separate written agreement signed by the parties, agreeing to the terms of disbursement of the Earnest Money; (iv) disburse the Earnest Money upon order of a court or arbitrator which has jurisdiction over the matter; or (v) if the Contract has been terminated or Closing has failed to occur, no more than thirty (30) days after the date of the Notice of Award, Fulton County shall notify all parties of its disbursement decision. Upon receipt of said decision, the buyer shall have ten (10) days to object to the disbursement. After receipt of a party's objection, Fulton County may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.

4. Seller will convey to Purchaser title to the Property by Quit Claim Deed.

5. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this agreement shall be executed and delivered by such parties at or before the time the sale is consummated. Seller shall deliver possession of the Property to Purchaser at time of closing.

6. This sale is "AS IS, WHERE IS AND WITH ALL FAULTS" with regard to the condition of the Property. Should the Property be destroyed or damaged before this agreement is consummated, then at the election of the Purchaser, this agreement may be canceled.

7. Purchaser and Seller each represent and agree that Bidder is represented by a real estate salesperson (agent or broker) who is licensed to do business in the State of

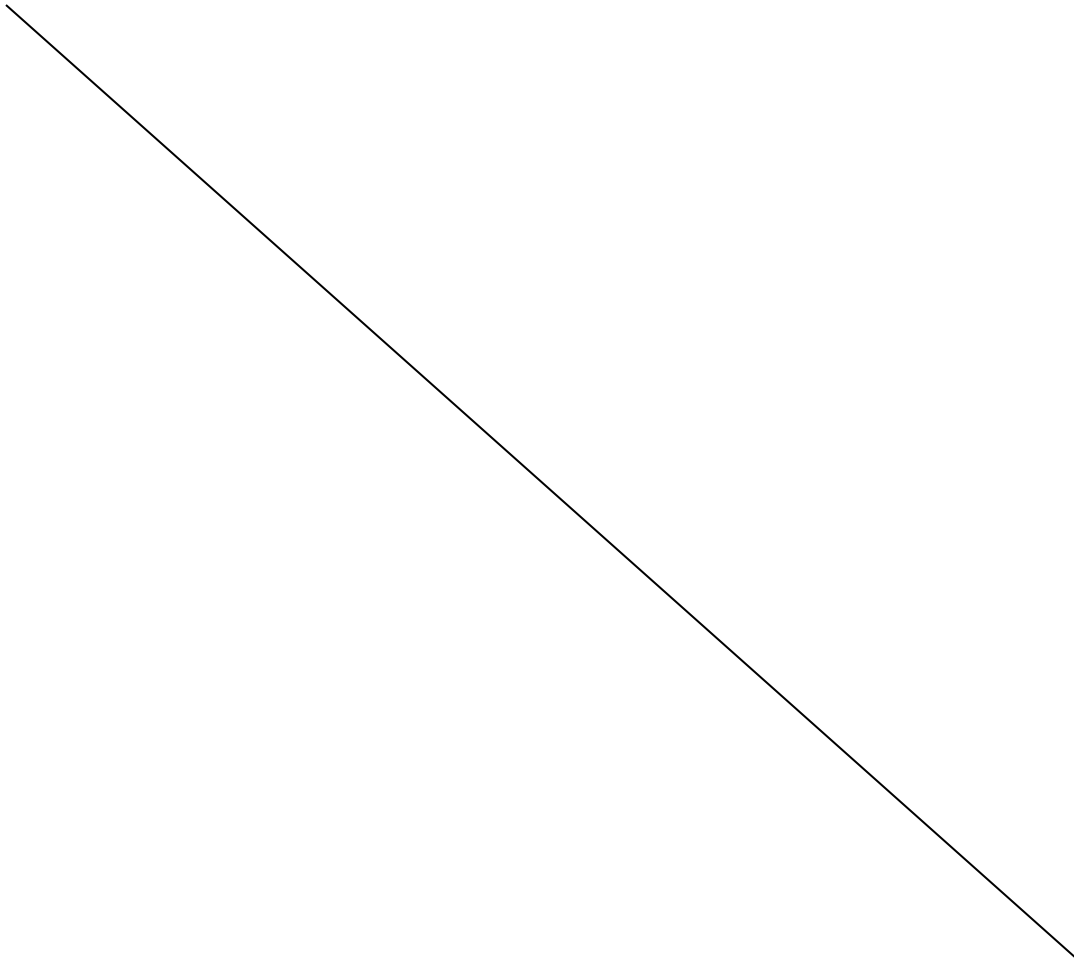
Georgia and that the County will pay a real estate commission of 5% of the sales price, payable at closing, provided that said representative is providing services to the Successful Bidder under an Exclusive Buyers Brokerage Agreement.

8. Time is of the essence of this agreement. This agreement and all Terms, Conditions and provisions of the Invitation for Sale by Sealed Bid constitutes the sole and entire agreement between the parties hereto and no modification of this agreement shall be binding unless attached hereto and signed by all parties to this agreement. Any representation, promise, or inducement not included in this agreement shall not be binding upon any party hereto. Typewritten or handwritten provisions, riders and addenda shall control over all printed provisions of this agreement in conflict with them.

9. Real estate taxes and assessments for the Property shall be prorated as of midnight of the date immediately preceding the date of closing.

10. This transaction shall be closed by a law firm selected by the County.

11. This instrument shall be regarded as a binding contract upon execution by the County.



This instrument is signed, sealed and delivered by the parties and the date of last execution as shown below shall be the "Effective Date" of this Agreement.

SELLER

Signed, sealed and delivered this _____ day of _____, 2021 in the presence of:

FULTON COUNTY, a political subdivision of the State of Georgia

Witness

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Notary Public

Attest: _____
Tonya R. Grier, Clerk of Commission

[Notary Seal]

APPROVED AS TO FORM

This _____ day of _____, 2022.

Office of Fulton County Attorney

PURCHASER(S)

REAL ESTATE AGENT

Print Name Here

Print Name Here

Signature

Signature

Street Address

Brokerage Name

City/State/Zip

Brokerage Address

Telephone and Email

Agent's Email

Date of Execution

Agent's License Number

Non-collusion Affidavit of Bidder/Offeror

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same property, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

(BIDDER OR COMPANY NAME)

By its: (TITLE/AUTHORITY)

Sworn to and subscribed before me this _____ day of _____, 20__.

By: _____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Legal Description of the Property

LEGAL DESCRIPTION

0 Allen Road Properties

0 Allen Road (Parcel No. 17 009000010483)

0 Allen Road (Parcel No. 17 009000010459)

0 Allen Road (Parcel No. 17 009000010491)

ALL THAT TRACT or parcel of land lying and being in Land Lot 90, 17th District, Fulton County, Georgia, according to Boundary Survey for Fulton County dated March 1, 1995 by Loo-Turley & Associates, P.C., Richard Loo, RLS No. 2129, prepared to clarify tie-in distance on Boundary and Topographic Survey for United Inns, Inc. dated September 20, 1978, revised November 9, 1984, April 28, 1988, August 28, 1993, September 14, 1993 and February 22, 1994, by James Robert Cheatham, Surveyor, RLS #1525 (the "Cheatham Survey"), and being more particularly described as follows:

To find the POINT OF BEGINNING, begin at the intersection of the westerly right-of-way of Roswell Road and the southerly right-of-way of Allen Road, thence run along said southerly right-of-way North 89 degrees 53 minutes 10 seconds West a distance of 593 feet to a point, thence run along the right-of-way of Allen Road North 89 degrees 40 minutes 40 seconds West a distance of 313.07 feet to an iron pin found; thence continuing along the right-of-way of Allen Road run North 89 degrees 58 minutes 16 seconds West a distance of 119.90 feet to a point, said point being the POINT OF BEGINNING; thence as shown on the Cheatham Survey departing from the southerly right-of-way of Allen Road run South 00 degrees 21 minutes 57 seconds West a distance of 279.58 feet to a point along the northerly right-of-way of Interstate 285; thence run along said right-of-way North 89 degrees 42 minutes 40 seconds West a distance of 105.56 feet to a point; thence continuing along said right-of-way run North 87 degrees 51 minutes 36 seconds West a distance of 248.36 feet to an iron pin found; thence departing from said right-of-way of Interstate 285 run North 00 degrees 04 minutes 21 seconds East a distance of 270.93 feet to a point on the southerly right-of-way of Allen Road; thence run along said southerly right-of-way South 89 degrees 48 minutes 46 seconds East a distance of 355.19 feet to a point being the POINT OF BEGINNING.

The above described tract or parcel of land contains approximately 2.24971 acres.

LESS AND EXCEPT:

Right-of-way acquired by the Georgia Department of Transportation as approved by the Fulton County Board of Commissioners June 5, 2019 Agenda Item No. 19-0426 as per the following legal description:

Right of Way

All that tract or parcel of land lying and being in Land Lot 90 of the 17 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 169.18 feet left of and opposite Station 899+51.26 on the construction centerline of 1- 285 CL on Georgia Highway Project No. NHS-0001-00(758); running thence southeasterly 24.39 feet along the arc of a curve (said curve having a radius of 7675.00 feet and a chord distance of 24.39 feet on a bearing of S 89°06'40.0" E) to the point 170.00 feet left of and opposite station 899+76.00 on said construction centerline laid out for 1-285 CL; thence S 89°12'07.7" E a distance of 325.96 feet to a point 176.49 feet left of and opposite station 903+06.91 on said construction centerline laid out for 1-285 CL; thence S 1°26'49.4" W a distance of 26.34 feet to a point 150.15 feet left of and opposite station 903+06.75 on said construction centerline laid out for 1-285 CL; thence northwesterly 101.64 feet along the arc of a curve (said curve having a radius of 11309.16 feet and a chord distance of 101.64 feet on a bearing of N 88°38'49.7" W) to the point 150.12 feet left of and opposite station 902+03.75 on said construction centerline laid out for 1-285 CL; thence northwesterly 123.33 feet along the arc of a curve (said curve having a radius of 11309.16 feet and a chord distance of 123.33 feet on a bearing of N 88°04'38.1" W) to the point 150.09 feet left of and opposite station 900+ 78. 79 on said construction centerline laid out for 1-285 CL; thence northwesterly 125.01 feet along the arc of a curve (said curve having a radius of 11309.16 feet and a chord distance of 125.01 feet on a bearing of N 87°26'53.4" W) to the point 150.05 feet left of and opposite station 899+52.12 on said construction centerline laid out for 1- 285 CL; thence N 0°21'01.4" E a distance of 19.14 feet back to the point of beginning.

Consisting of 0.190 acres more or less.