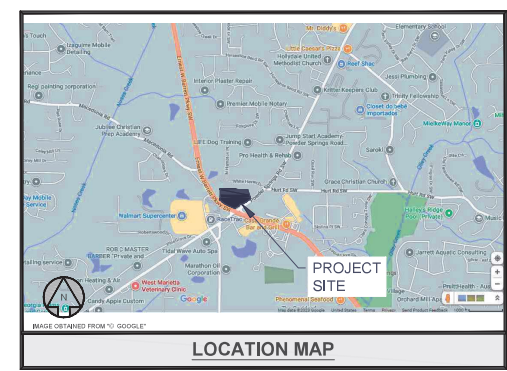
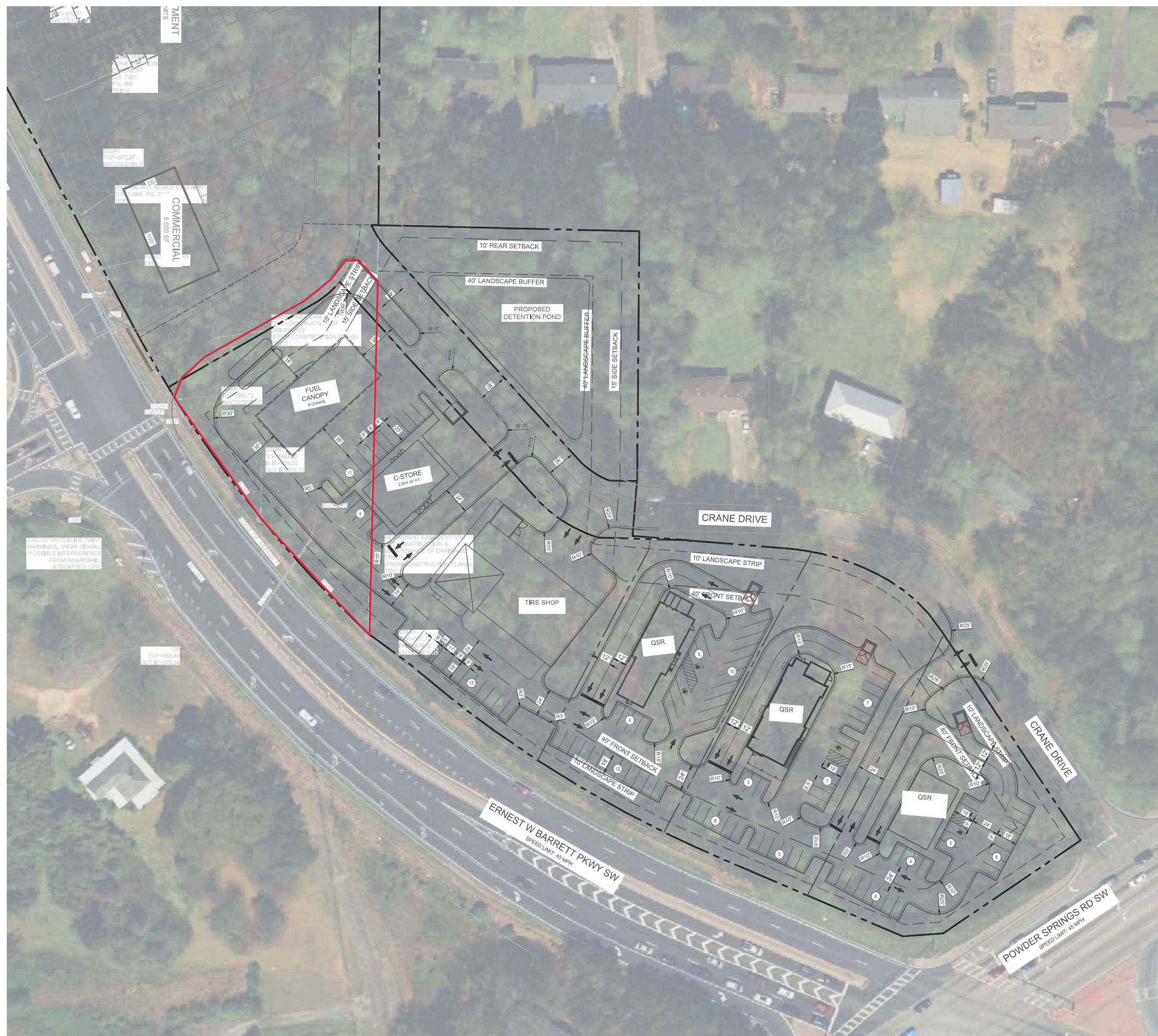


Drawing name: C:\Users\scopelini\OneDrive\Engineering\389004 - Halpern Ent + Commercial - Cobb Co\CAD\EXHIBIT\389004-1-17 - CPT - Halpern Ent + Powder Springs Commercial.dwg SITE PLAN-1 Nov 17, 2023 11:42am by scopelini



SITE SUMMARY	
SITE AREA	
SITE AREA:	4.43 ACRES
ZONING CLASSIFICATION	
JURISDICTION:	PROP. ANNEXED INTO POWDER SPRINGS
ZONING:	NRC & R-2 (EXISTING-COUNTY) NRC (PROPOSED)
ADJACENT ZONING:	GC (NE) & R-20 (COBB COUNTY)
BUILDING SETBACKS	
FRONT:	40'
SIDE:	15'
REAR:	30'
LANDSCAPE REQUIREMENTS	
LANDSCAPE BUFFER ADJ. TO RESIDENTIAL	40'
FRONTAGE LANDSCAPE STRIP	10'
BUILDING SUMMARY	
BUILDING AREA:	TBD
GDOT STANDARDS	
SITE DISTANCE:	45 MPH = SDL = 600', SDR = 530'
DRIVEWAY SPACING:	45 MPH = 230'
DECEL LANE:	45 MPH = 175' LANE & 100' TAPER

PREPARED IN THE OFFICE OF

GASKINS + LECRAW
 © 2023 GASKINS + LECRAW, INC.
 3475 CORPORATE WAY
 SUITE A
 DULUTH, GA 30096
 PHONE - [REDACTED]
 FAX - [REDACTED]
 www.gaskinslecrow.com
 PEF008127

REVISIONS:

NO.	DATE	BY	CHECKED BY

CLIENT
HALPERN ENTERPRISES, INC.
 5200 ROSWELL RD. NE - ATLANTA, GA 30342

PROJECT
**COMMERCIAL DEVELOPMENT -
 POWDER SPRINGS, GA**
 N CORNER OF ERNEST W BARRETT PKWY SW &
 POWDER SPRINGS RD SW
 COBB COUNTY, GA

SEAL:

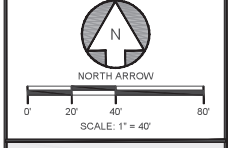
PRELIMINARY

11/17/2023

CALL BEFORE YOU DIG

Know what's below.
 Call before you dig.

SCALE & NORTH ARROW:



DESIGN INFO:

DRAWN BY:	CSE
DESIGNED BY:	CSE
REVIEWED BY:	G+L
JOB #:	389004
DATE:	11/17/2023

CONCEPT SITE PLAN

CS-1

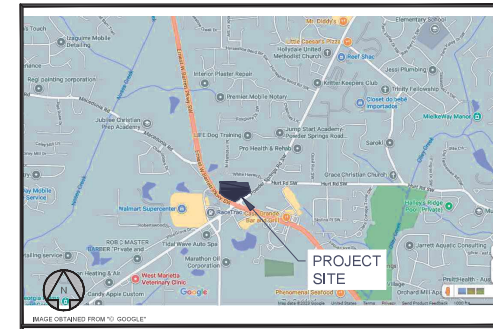
CONCEPT PLAN DISCLAIMER

- THE CONCEPT REPRESENTED HEREIN IDENTIFIES A SCHEMATIC DESIGN RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS. THE FEASIBILITY OF THIS PLAN WITH RESPECT TO OBTAINING CITY, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE SITE AND VERIFICATION OF THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS ALONG WITH PROCUREMENT OF APPROPRIATE JURISDICTIONAL APPROVALS.
- THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.
- THIS CONCEPT PLAN WAS PREPARED WITHOUT BENEFIT OF A CURRENT SURVEY, GEOTECHNICAL AND/OR ENVIRONMENTAL INVESTIGATION, JURISDICTIONAL DELINEATION OR ARBORIST REPORT. THE LOCATION OF ANY JURISDICTIONAL WATERS, WETLANDS, UNDERGROUND UTILITIES AND/OR SPECIEN TREES HAS NOT BEEN TAKEN INTO ACCOUNT.

GENERAL SITE NOTES

- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.
- ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.
- BOUNDARY & TOPOGRAPHIC SURVEY IS PROVIDED BY ONLINE GIS DATA.
- FLOOD PLAIN IS TBD
- 1 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.
- ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.
- THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
- REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.
- ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION, TBD

Drawing Name: C:\Users\scopelino\OneDrive\Engineering\389004 - Halpern Ent - Commercial - Cobb Co\CADD\EXHIBIT\2023\11-17-2023\CPT - Halpern Ent - Powder Springs Commercial.dwg SITE PLAN-C1 Nov 17, 2023 11:42am by: scopelino



PREPARED IN THE OFFICE OF

GASKINS + LECRAW
 © 2023 GASKINS + LECRAW, INC.
 3475 CORPORATE WAY
 SUITE A
 DULUTH, GA 30096
 PHONE - [REDACTED]
 FAX - [REDACTED]
 www.gaskinslecraw.com
 PEF008127

REVISIONS:

NO.	DATE	BY	REVISION

SITE SUMMARY	
SITE AREA	4.43 ACRES
ZONING CLASSIFICATION	JURISDICTION: PROP. ANNEXED INTO POWDER SPRINGS ZONING: NRC & R-2 (EXISTING COUNTY) NRC (PROPOSED) ADJACENT ZONING: GC (NE) & R-20 (COBB COUNTY)
BUILDING SETBACKS	FRONT: 40' SIDE: 15' REAR: 30'
LANDSCAPE REQUIREMENTS	LANDSCAPE BUFFER ADJ. TO RESIDENTIAL: 40' FRONTAGE LANDSCAPE STRIP: 10'
BUILDING SUMMARY	BUILDING AREA: TBD
GDOT STANDARDS	SITE DISTANCE: 45 MPH = SDL = 600', SDR = 530' DRIVEWAY SPACING: 45 MPH = 230' DECEL LANE: 45 MPH = 175' LANE & 100' TAPER

CLIENT: HALPERN ENTERPRISES, INC.
 5200 ROSWELL RD. NE - ATLANTA, GA 30342

PROJECT: COMMERCIAL DEVELOPMENT - POWDER SPRINGS, GA
 N CORNER OF ERNEST W BARRETT PKWY SW & POWDER SPRINGS RD SW
 COBB COUNTY, GA

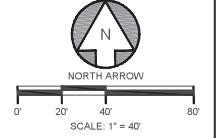
SEAL:



CALL BEFORE YOU DIG



SCALE & NORTH ARROW:



DESIGN INFO:

DRAWN BY:	CSE
DESIGNED BY:	CSE
REVIEWED BY:	G+L
JOB #:	389004
DATE:	11/17/2023

CONCEPT SITE PLAN

CS-1

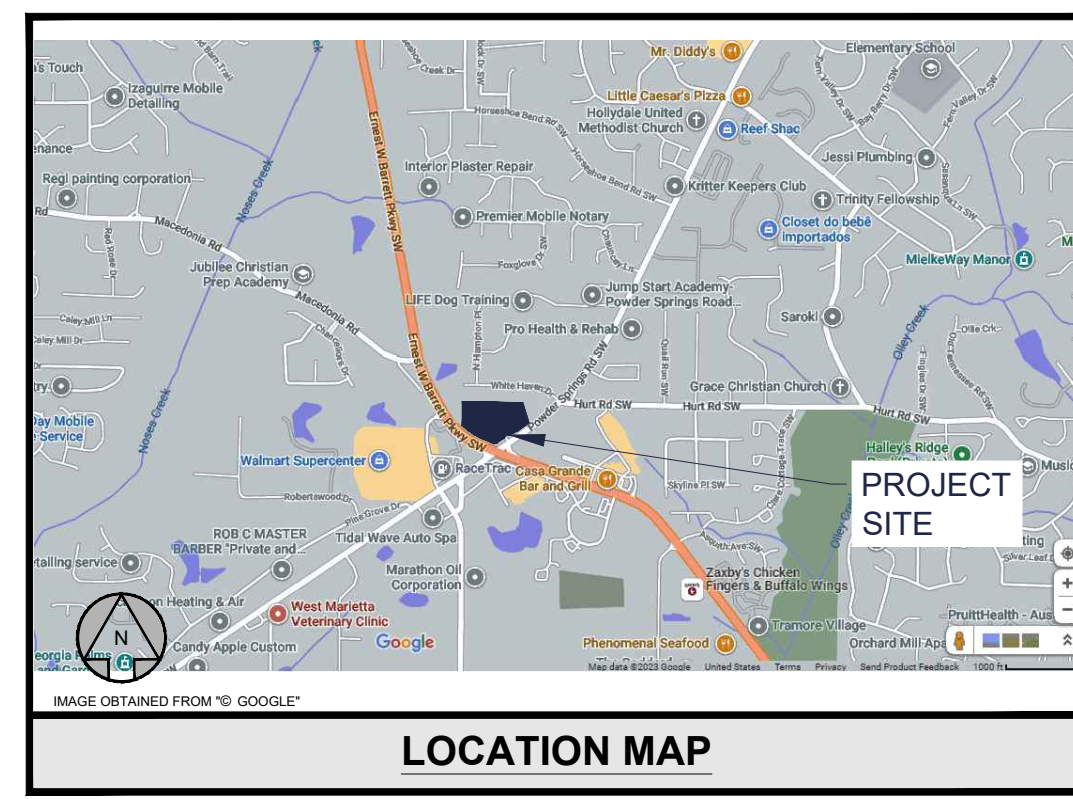
CONCEPT PLAN DISCLAIMER

- THE CONCEPT REPRESENTED HEREIN IDENTIFIES A SCHEMATIC DESIGN RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS. THE FEASIBILITY OF THIS PLAN WITH RESPECT TO OBTAINING CITY, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE SITE AND VERIFICATION OF THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS ALONG WITH PROCUREMENT OF APPROPRIATE JURISDICTIONAL APPROVALS.
- THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.
- THIS CONCEPT PLAN WAS PREPARED WITHOUT BENEFIT OF A CURRENT SURVEY, GEOTECHNICAL AND/OR ENVIRONMENTAL INVESTIGATION, JURISDICTIONAL DELINEATION OR ARBORIST REPORT. THE LOCATION OF ANY JURISDICTIONAL WATERS, WETLANDS, UNDERGROUND UTILITIES AND/OR SPECIEMEN TREES HAS NOT BEEN TAKEN INTO ACCOUNT.

GENERAL SITE NOTES

- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.
- ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.
- BOUNDARY & TOPOGRAPHIC SURVEY IS PROVIDED BY ONLINE GIS DATA.
- FLOOD PLAIN IS TBD
- 1 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.
- ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.
- THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
- REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.
- ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION, TBD

Drawing name: C:\Users\stewart.eberhardt\Gaskins+LeCraw\Dropbox\Shared\Folder\Engineering\389004 - Halpern Ent. - Commercial - Cobb Co\ADDEXHIBITS\2023-10-05 - CP1 - Halpern - Powder Springs Commercial.dwg SITE PLAN-2 Oct 06, 2023 11:18am by: stewart.eberhardt



SITE SUMMARY	
SITE AREA	
SITE AREA:	4.43 ACRES
ZONING CLASSIFICATION	
JURISDICTION:	PROP. ANNEXED INTO POWDER SPRINGS
ZONING:	NRC & R-2 (EXISTING/COUNTY) NRC (PROPOSED)
ADJACENT ZONING:	GC (NE) & R-20 (COBB COUNTY)
BUILDING SETBACKS	
FRONT:	40'
SIDE:	15'
REAR:	30'
LANDSCAPE REQUIREMENTS	
LANDSCAPE BUFFER ADJ. TO RESIDENTIAL:	40'
FRONTAGE LANDSCAPE STRIP:	10'
BUILDING SUMMARY	
BUILDING AREA:	TBD
GDOT STANDARDS	
SITE DISTANCE:	45 MPH: SDL = 600'; SDR = 530'
DRIVEWAY SPACING:	45 MPH = 230'
DECEL LANE:	45 MPH = 175' LANE & 100' TAPER
PARKING SUMMARY	
STANDARD STALL DIMENSIONS:	8.5' x 19'
MIN. DRIVE WIDTH:	24' (13.5' 45' PARKING)

CONCEPT PLAN DISCLAIMER

- THE CONCEPT REPRESENTED HEREIN IDENTIFIES A SCHEMATIC DESIGN RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS. THE FEASIBILITY OF THIS PLAN WITH RESPECT TO OBTAINING CITY, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE SITE AND VERIFICATION OF THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS ALONG WITH PROCUREMENT OF APPROPRIATE JURISDICTIONAL APPROVALS.
- THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.
- THIS CONCEPT PLAN WAS PREPARED WITHOUT BENEFIT OF A CURRENT SURVEY, GEOTECHNICAL AND/OR ENVIRONMENTAL INVESTIGATION, JURISDICTIONAL DELINEATION OR ARBORIST REPORT. THE LOCATION OF ANY JURISDICTIONAL WATERS, WETLANDS, UNDERGROUND UTILITIES AND/OR SPECIMEN TREES HAS NOT BEEN TAKEN INTO ACCOUNT.

GENERAL SITE NOTES

- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.
- ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.
- BOUNDARY & TOPOGRAPHIC SURVEY IS PROVIDED BY ONLINE GIS DATA.
- FLOOD PLAIN IS TBD
- 1 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.
- ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.
- THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
- REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.
- ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION. TBD

PREPARED IN THE OFFICE OF:

GASKINS + LECRAW
 © 2023 GASKINS + LECRAW, INC.
 3475 CORPORATE WAY
 SUITE A
 DULUTH, GA 30096
 PHONE: [REDACTED]
 www.gaskinslecrow.com
 PEF008127

REVISIONS:

REV. #	DATE	DRAWN BY	CHECKED BY

CLIENT: HALPERN ENTERPRISES, INC.
 5200 ROSWELL RD. NE - ATLANTA, GA 30342
 PROJECT: COMMERCIAL DEVELOPMENT - COBB COUNTY, GA
 N CORNER OF ERNEST W BARRETT PKWY SW & POWDER SPRINGS RD SW
 COBB COUNTY, GA

SEAL:

PRELIMINARY

10/6/2023

CALL BEFORE YOU DIG

Know what's below.
Call before you dig.

SCALE & NORTH ARROW:

SCALE: 1" = 50'

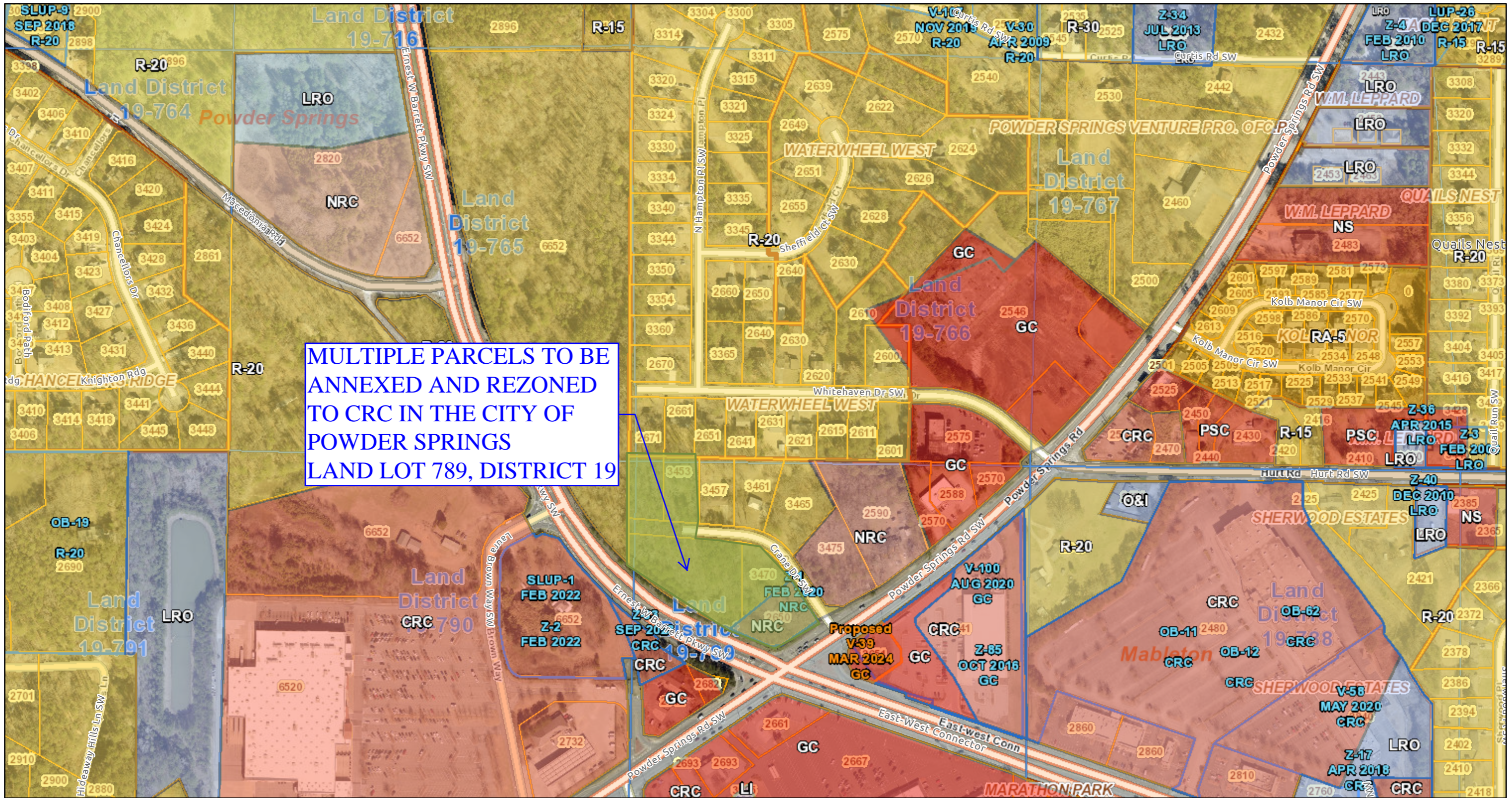
DESIGN INFO:

DRAWN BY:	SO
DESIGNED BY:	CSE
REVIEWED BY:	G+L
JOB #:	389004
DATE:	10/6/2023

CONCEPT SITE PLAN

CS-1

Halpern-Approximate 3.93 ac-Annexation & Rezoning in Powder Springs

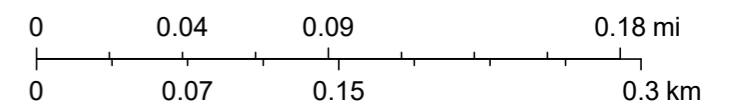


MULTIPLE PARCELS TO BE ANNEXED AND REZONED TO CRC IN THE CITY OF POWDER SPRINGS LAND LOT 789, DISTRICT 19

1/23/2024, 6:29:19 PM

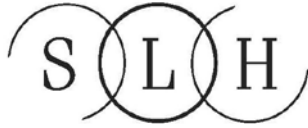
1:4,514

Commissioner Districts	NS	OHR	R-20	FST	PD	CobbParcels	Cities
District Four: (SW Cobb) Monique Sheffield	PSC	OS	R-15/OSC	FST-6	PRD	Main rail line	Mableton
Zoning Districts	GC	R-80	R-15	FST-8	RHR	Cobb Roads	Powder Springs
<all other values>	RRC	R-80/OSC	R-12	RM-12	TS	Interstates	ORTHOS
CF	HI	RR	RD	RM-16	Zoning Petitions	Arterials	Red: Band_1
NRC	IF	R-40/OSC	RA-4	MHP/S	Current Case	Major Collectors	Green: Band_2
UVC	LI	R-40	RA-5	RDR	Past Case	Minor Collectors	Blue: Band_3
PVC	LRO	R-30/OSC	SC	MHP	Proposed Case	Local	
CRC	OI	R-30	RA-6	RSL	Subdivisions	Local-Private	
UC	OMR	R-20/OSC	RM-8	RMR	Landlots	Ramps	



Copyright Cobb County. All rights reserved., Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Cobb GIS and

This map is a user generated static output from an Internet mapping Cobb County GIS



SAMS, LARKIN & HUFF

A LIMITED LIABILITY PARTNERSHIP
SUITE 100

376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

GARVIS L. SAMS, JR.
JOEL L. LARKIN
PARKS F. HUFF

TELEPHONE

FACSIMILE

January 23, 2024

VIA ELECTRONIC FORMAT

Mr. Shaun Myers, MPP, AICP
Planning and Zoning Manager
City of Powder Springs
4488 Pineview Drive
Powder Springs, Georgia 30127

Re: Applications of Halpern Enterprises, Inc. to Annex and Rezone an approximate 3.93-Acre Tract from R-20 and NRC to CRC– Land Lot 789, 19th District, 2nd Section, Cobb County, Georgia

Dear Mr. Myers:

This firm has been engaged by and represents Halpern Enterprises, Inc. (“Applicant”) concerning the above-captioned Applications for Rezoning and Annexation. In that regard, enclosed please find the Annexation and Rezoning Applications and the following:

1. Copies of the deeds reflecting the record titleholders.
2. Legal descriptions of the Subject Properties sought to be rezoned, as contained in the above referenced deeds.
3. Two copies of a Site Plan.
4. A copy of the of the 2023 paid tax receipt for Cobb County.
5. A map outlining the parcel in relation to the surrounding area.
6. Copies of Architectural Renderings/Elevations will be submitted under separate cover.
7. A Variance Application will be submitted under separate cover if the need for waivers or variances presents itself.

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP

VIA ELECTRONIC FORMAT

Mr. Shaun Myers, MPP, AICP
Planning and Zoning Manager
City of Powder Springs
January 23, 2024
Page 2

I trust that the attached materials comport with the applicable requirements for annexation and rezoning of the Subject Property. Please feel free to contact me if you or your staff have any questions or require any additional information or documentation.

With kind regards, I am

Very truly yours,

SAMS, LARKIN & HUFF, LLP



Parks F. Huff



PFH/jac
Enclosures/Attachments

cc: Ms. Pam Conner, City Manager (via email w/attachments)
Ms. Tina Garver, Community Development Director (via email w/attachments)
Mr. Brad Oppenheimer, Halpern Enterprises, Inc. (via email w/attachments)

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

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-19530(42)
4170 Ashford Dunwoody Rd. Ste. 285
Atlanta, Georgia 30319

*wait
32*

Upon recording return to:
Lawrence J. Lehman, Esq.
36 Pennington Center East
Suite 450
Atlanta, GA 30346

Please Cross-Reference to
Deed Book 10905, 122.

QUIT CLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THE GRANTOR, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation, f/k/a BP Exploration & Oil Inc., an Ohio corporation ("**Grantor**"), with its principal office address at c/o BP Products North America Inc., 1323 Bond Street, Naperville, Illinois 60563, for the consideration of Ten and no/100ths Dollars (\$10.00), and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM (without any covenant, representation or warranty of any kind), TO: **SS BLACKSTOCK INC.**, a Georgia corporation ("**Grantee**"), with an office address of 124 E. Thompson Street, Thomaston, Georgia 30286, as of the 30th day of August, 2007 (the "**Transfer Date**"), all that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof (the "**Property**").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either at law or in equity, of, in and to the Property.

TO HAVE AND TO HOLD the Property as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

and covenants described on Exhibit "B" attached hereto (collectively "Use and Operating Restrictions"). Grantor may, in Grantor's sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all of the Use and Operating Restrictions at any time, by written instrument duly executed and delivered by Grantor.

2. Grantee's Indemnification of Grantor.

Grantee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors in title to the Property (or any portion thereof) to Grantee (collectively, the "Grantee Parties"), by acceptance of this Deed, hereby agrees, except as may otherwise be provided in the Purchase and Sale Agreement (as defined herein), to assume responsibility for, and shall defend (with counsel reasonably acceptable to the Grantor Parties (as defined herein), indemnify, defend and hold harmless and does hereby waive, release and discharge Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, members, shareholders, employees, contractors, agents, representatives, successors and assigns, (collectively, the "Grantor Parties"), from and against (a) any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorneys' fees) ("Losses") that arise out of or result from the use or operation of the Property on and after the Transfer Date; (b) any Losses sustained or incurred by any Grantor Party that result from a breach of Grantee's duties, liabilities, obligations, or covenants under Section 8 of the Purchase and Sale Agreement; (c) any Losses caused by the use of the Property which is in violation of or inconsistent with the Use and Operating Restrictions; and (d) except for and subject to Grantor's contractual obligations under Section 8 of the Purchase and Sale Agreement to perform certain government required environmental work for "Hydrocarbon Contamination", any Losses arising out of and relating to any "Hazardous Materials" (including without limitation any Hydrocarbon Contamination) (as those terms are defined in the Purchase and Sale Agreement) that may exist or come to exist at the Property as of the Transfer Date or any time thereafter, and any government required environmental work for same.

3. Condition of Property.

Grantee has accepted the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, subject only to any covenants and obligations of Grantor to Grantee which are expressly set forth in the Purchase and Sale Agreement or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to the Purchase and Sale Agreement (collectively, the "Contractual Obligations"). Grantee acknowledges that the purchase price which it has paid for the Property reflects: (a) the fact that all of the Use and Operating Restrictions shall be recorded against the Property and shall be binding on Grantee and the other Grantee Parties, (b) the fact that Grantee has agreed to acquire the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition (subject only to Grantor's

Contractual Obligations to Grantee), and (c) the fact that Grantee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of Grantor's ownership, use and/or operation of the Property (subject only to Grantor's Contractual Obligations to Grantee). Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS, WITH ALL FAULTS" CONDITION EXISTING AS OF THE TRANSFER DATE, SUBJECT ONLY TO THE CONTRACTUAL OBLIGATIONS.

4. Grantor's Right of Access and Entry Upon the Property; Cooperation.

Grantor hereby reserves for itself and the other Grantor Parties the right to enter upon and access the Property (free from any charge or fee) from time to time to remove certain personal property and conduct certain inspections, remediation and other activities, all as more particularly described in the Purchase and Sale Agreement. Such access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantee of the Property or any of Grantee's interests therein. In the event Grantor is involved in any remediation efforts or in obtaining environmental site closure with respect to the Property for any reason whatsoever, Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with all local, state, and federal environmental agencies having jurisdiction over the Property (the "Government") in obtaining environmental site closure, to commercial standards, for any environmental contamination relating to or arising out of Grantor's prior use of the Property.

5. Further Assurances.

Grantee shall, from time to time, upon request of Grantor, execute and deliver to Grantor, and hereby authorizes Grantor to record in the appropriate governmental or other public records, such further documents and instruments, including restrictive covenants, and perform such acts as Grantor may reasonably deem appropriate to perfect, aid or assist in the imposition and/or recording of the Environmental Restrictions as defined in Exhibit "B", hereto, provided that such further documents, instruments or actions are consistent with the terms or intent of the Purchase and Sale Agreement, including but not limited to such documents as are required or authorized by the Government.

6. Entire Understanding.

All of the provisions of this Deed, including without limitation, the Use and Operating Restrictions, shall run with the land and each portion thereof, shall bind and

restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee, and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein. This Deed, the Exhibits and Schedules annexed hereto and the Purchase and Sale Agreement (as may have been amended) between Grantor and Grantee dated July 24, 2007 (and attachments) ("**Purchase and Sale Agreement**"), contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended.

7. Predecessor Disclosures.

Grantor hereby disclosed the following name changes and mergers relating to Grantor's predecessors in interest, which predecessors may or may not have appeared in the chain of title for the Property:

Sohio Transportation Company and BP Oil Inc. merged into Sohio Oil Company on July 31, 1986. Sohio Oil Company changed its name to BP Oil Company by Amendment to its Articles of Incorporation on January 31, 1989.

On December 31, 1991, BP Exploration Inc. merged into BP Oil Company. As a result of the merger, the name of BP Oil Company was changed to BP Exploration & Oil Inc.

On October 1, 2001, Amoco Oil Company merged with BP Exploration & Oil Inc. Amoco Oil Company was the surviving Corporation and changed its name to BP Products North America Inc.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal the day and year above written.

Sworn to and Subscribed before me:

BP Products North America Inc.,
a Maryland corporation, f/k/a BP
Exploration & Oil Inc., an Ohio corporation

M. Azalia O'Brien
(Unofficial Witness)

By: [Signature]
Name: Stephen Faletta
Title: Investment Manager

Amanda L Graser
Notary Public
My Commission Expires: 9/11/07
This 7th day of August, 2007.

[CORPORATE SEAL]



EXHIBIT "A"
Legal Description

All that tract or parcel of land lying or being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

To find the Point of Beginning commence at a 1" iron pin placed on the Westernmost right-of-way line of Crane Drive (25 feet from centerline) and the Northernmost right-of-way line of Powder Springs Road (50 feet from centerline); thence South 56 Degrees 38 Minutes 50 Seconds West, 20.00 feet to a point on the Northernmost right-of-way line of Powder Springs Road and the Point of Beginning; thence South 56 Degrees 38 Minutes 50 Seconds West, 121.25 feet to a 1" iron pin placed on the Northernmost right-of-way line of Powder Springs Road; thence South 83 Degrees 01 Minutes 50 Seconds West, 53.76 feet to a 1" iron pin placed on the Northeasternmost right-of-way line of the proposed East-West Connector Extension (54.5 feet from centerline); thence North 70 Degrees 35 Minutes 48 Seconds West, 38.02 feet to a 1" iron pin placed on the Northeasternmost right-of-way line of proposed East-West Connector Extension (54.5 feet from centerline); thence continuing along the Northeasternmost right-of-way line of the proposed East-West Connector Extension (54.5 feet from centerline) and following the curvature thereof an arc distance of 153.91 feet with a radius to the right of 1130.50 feet, said arc being subtended by a chord distance of 153.79 feet with a bearing North 66 degrees 41 Minutes 47 Seconds West, to a 1" iron pin placed; thence North 52 Degrees 25 Minutes 31 Seconds East; 295.07 feet to a 1" iron pin placed on the Westernmost right-of-way line of Crane Drive (25 feet from centerline); thence along the Westernmost right-of-way line of Crane Drive, South 34 Degrees 06 Minutes 11 Seconds East, 184.37 feet to a point on the Westernmost right-of-way line of Crane Drive (25 feet from centerline); thence South 11 Degrees 16 Minutes 19 Seconds West 28.10 feet to a point on the Northernmost right-of-way line of Powder Springs Road (50 feet from centerline) and the True Point of Beginning containing 1.0514 Acres.

Less and except any portion of the property used for public right-of way.

Further less and except from the above described property that portion of the property conveyed by that certain Right-of-Way Deed from B.P. Exploration and Oil Inc. to Cobb County, Georgia, dated January 23, 2001, filed for record April 4, 2001 at 12:55 p.m., recorded in Deed Book 13347, Page 3307, Records of Cobb County, Georgia.

EXHIBIT "B"
**USE AND OPERATING RESTRICTIONS, NOTICES, ACKNOWLEDGEMENTS
 AND COVENANTS**

The Grantee herein covenants and agrees, for and on behalf of itself and the other Grantee Parties that the following use and operating restrictions, notices, acknowledgments and covenants shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee and other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein, and shall bind and restrict the Property for the time periods set forth herein:

I. Use Restrictions. No part of the Property shall be used by Grantee, subsequent grantees, affiliates, assigns, lessees, occupants, licensees or anyone else using the Property, for:

(A) an automobile service station, petroleum station, motor vehicle fueling facility, or gasoline station;

(B) an automobile repair shop or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products;

(C) a convenience store, which shall be defined as any retail store or outlet that sells any of the following items: cigarettes, chewing tobacco, snuff or other tobacco products; prepackaged soda, juice, water or other drinks; prepackaged beer, wine, spirits or other liquor; fountain drinks; coffee; donuts; muffins or other pastries; or candy; or

(D) a quick service restaurant, which shall be defined as any restaurant at which customers order their food at a counter or window from a cashier as opposed to ordering their food from a wait staff, which shall include (by way of example) McDonald's, Burger King, Wendy's, Culver's, Panera Bread, Taco Bell, KFC, Atlanta Bread Company, Pot Belly's or Subway;

provided however that such restrictions and covenants shall not prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Property solely for the use or consumption of such products by Grantee or other occupants of the Property.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Grantor as a direct or indirect user of, operator of, or supplier of Grantor branded fuels to Grantor branded service stations in the County in which the Property is

located. These restrictive covenants will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

II. Environmental Matters.

A. Environmental Restrictions. To reduce risks to human health and/or the environment and to permit application of environmental corrective action standards or other protective activities that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the following restrictions, notices, acknowledgments and covenants:

1. Groundwater Exposure Restriction. No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, the "**Groundwater Exposure Restriction**"); provided, however, that the Groundwater Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or environmental corrective action work on the Property now or in the future.

2. Residential Use Restriction. The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital (collectively, the "**Residential Use Restriction**"). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

3. Construction and Excavation Restrictions.

3.1 Engineered Barriers and Below-grade Restriction. Grantee shall place any engineered barrier on the Property as may be required by the Government. Any building or other improvements constructed on the Property shall have a slab-on-grade foundation, with the top of the slab at or above surface level, except for any building footings and/or underground utilities (the "**Below-grade Restriction**").

3.2 Construction Workers' Caution Statement. Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response

(HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120) (collectively, the "**Construction Workers' Caution Restriction**"). Such training shall at a minimum include both an initial 40-hour and future 8-hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

3.3 Removal and Disposal of Soil and Groundwater. No soils shall be excavated at or removed from any portion of the Property, unless and until representative soil samples from such portion of the Property are first tested to determine whether any actionable levels of petroleum-related or other regulated chemicals are present, and if such levels are present, then (a) the excavation, management, disposal and/or removal of any such soils at or from such portion of the Property shall be governed by a written soil management plan ("**Soil Management Plan**") to be developed by Grantee or any other Grantee Party, as applicable, which shall comply with all applicable laws and regulatory requirements; (b) a copy of the Soil Management Plan shall be submitted to Grantor for review and approval; and (c) Grantee, or any other Grantee Party, as applicable, obtains any required government approval of the Soil Management Plan. Grantee and the other Grantee Parties shall be solely responsible for the proper and lawful performance and payment of (a) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan or otherwise and (b) any extraction, dewatering and disposal of any groundwater to be extracted or removed from the Property arising out of or resulting from any development or other construction activities at the Property, including any required testing and treatment of such water (collectively, the "**Soil and Groundwater Removal Restriction**"). Except as may be otherwise expressly provided in the Soil Management Plan that has been approved by Grantor or in the Purchase and Sale Agreement, Grantor shall not be obligated to pay any costs related to such soil excavation or groundwater extraction or any soil or groundwater removal or disposal, and/or any development of the Property.

3.4 Development; Relocation of Remediation Equipment. Grantee shall submit to Grantor a copy of plans for any construction, relocation of improvements on the Property, or any excavation, demolition, re-grading, repaving, landscaping or other development activity at the Property (excluding any renovations solely to the interior of building that have no impact on any government required environmental work) ("**Development**") for Grantor's review and consent at least thirty (30) days prior to the commencement by anyone of any Development activities on the Property, unless Grantor expressly waives this provision in writing and in advance of any such Development. In the event that monitoring or recovery wells, monitoring points, treatment equipment, mobile treatment units, and any other equipment, vehicles or improvements used or installed by Grantor for any government required environmental (collectively, "**Corrective Action Equipment**") are present at the Property on the date of this conveyance or thereafter, no Grantee Party will interfere with the use or operation of the Corrective Action Equipment, or damage or destroy (or permit the damage or destruction of) any Corrective Action Equipment. In the event Grantee or any other Grantee Party damages or destroys any Corrective Action Equipment, Grantee or such other Grantee

Party (as applicable) shall pay, upon demand, Grantor's costs in repairing or replacing it. No Grantee Party shall remove or relocate any Corrective Action Equipment without the prior written consent of Grantor. In the event that Grantor consents to any such removal or relocation, then either (at Grantor's sole election): (a) Grantee (or such other Grantee Party (as applicable)) shall perform such removal and/or relocation at its sole cost and expense, pursuant to plans and specifications which have been approved in writing by Grantor, and using contractors acceptable to Grantor (in which event Grantor and its contractors and consultants shall have the right to be present at, and supervise, such removal or relocation); or (b) Grantor shall perform (or cause to be performed) such removal and/or relocation, but all costs and expenses of such removal or relocation shall be borne solely by Grantee or such other Grantee Party (as applicable), and Grantee or such other Grantee Party (as applicable) shall promptly reimburse Grantor for any such costs or expenses paid, sustained or incurred by Grantor.

3.5 Cooperation. Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with the Government in obtaining environmental site closure (to commercial standards or Type 5 risk reduction standards as set forth in Ga. Comp. R. & Regs. 391-3-19-.07(10), if applicable) for any Hydrocarbon Contamination. Said cooperation may include, but not be limited to, the following: (a) execution of any and all documentation, including restrictive covenants, as may be necessary, in Grantor's sole discretion, to obtain environmental site closure for the Property, which documentation may impose further use and operating restrictions similar to those set forth in this **Exhibit "B"**; (b) attendance at any meetings requested by Grantor relating to the Hydrocarbon Contamination and government required environmental work efforts; and/or (c) such other further acts as may be required in order to obtain environmental site closure for any Hydrocarbon Contamination. Should Grantee or any Grantee Party fail or refuse to sign such documentation, or become unavailable to sign such documentation (after reasonable inquiry by Grantor), Grantee or Grantee Parties hereby irrevocably appoints any Environmental Business Manager of Grantor (or any successor corporation thereto) as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or Grantee Parties. Grantee and each of the other Grantee Parties further authorizes Grantor to record one or more "No Further Remediation" or "No Further Action" letters, restrictive covenants related to Hazardous Materials or similar site closure documentation or notices against the Property, if required by the Government or the Laws to obtain environmental site closure to commercial standards or Type 5 risk reduction standards, when the same are obtained by Grantor from the Government.

3.6 Notice. Any notices required to be given to Grantor shall be given using the following address:

BP Products North America Inc.
c/o Atlantic Richfield Company, VP Operations
28100 Torch Parkway
Warrenville, IL 60555

Telephone No.: _____
 Facsimile No.: _____
 Site SS #: 08406
 Property Address: Powder Springs Rd. & EW Connector,
 Marietta, GA; and
 BP Legal – HSSE
 4101 Winfield Road
 Warrenville, IL 60555

B. **Duration.** The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, the Construction Workers' Caution Restriction, and the Soil and Groundwater Removal Restriction, including their related restrictions, notices, acknowledgments and covenants and those restrictions, notices, acknowledgments and covenants set forth in sections 3.4 and 3.5 above (collectively, the "**Environmental Restrictions**"), shall run with land and each portion thereof and shall be binding upon and inure to the benefit of Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by Grantor under conditions which, in Grantor's sole discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by Grantor. Grantor may, at Grantee's request, release a portion or portions of the Environmental Restrictions from the Property upon Grantor's receipt from Grantee of an acknowledgment from the government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for the Property without that portion or portions of the Environmental Restrictions and that the government approves the releasing of that portion or portions of the Environmental Restrictions.

III. **Certain Environmental Acknowledgments, Covenants and Notices.**

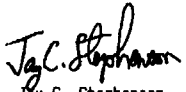
A. **Prior Use.** Grantee acknowledges that the Property has been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons.

B. **USTs.** Grantee acknowledges that underground storage tanks and associated product piping systems ("USTs") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such USTs for such purposes.

C. **Notice of Environmental Restrictions upon Conveyance.** Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed upon such conveyance substantially in the following

form: "The real property described herein is subject to the Environmental Restrictions made by BP Products North America Inc., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Clerk, Cobb County Superior Court, at Deed Book _____, Page _____, as if the same were fully set forth herein." Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed is void, voidable or otherwise unenforceable in accordance with their terms.

IV. Defined Terms; Successors; Other. All capitalized terms used in this **Exhibit "B"** shall have the meanings ascribed to such terms as set forth in the Deed to which this **Exhibit "B"** is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this **Exhibit "B"**, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this **Exhibit "B"** shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President George W. Bush. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this **Exhibit "B"** shall, to any extent, be invalid or unenforceable, the remainder of this **Exhibit "B"** (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this **Exhibit "B"** shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this **Exhibit "B"** on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any Grantee Party shall breach any of the covenants or restrictions set forth in this **Exhibit "B"**, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions


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

R040532

Prepared by and Return to:
MARVIN H. ZION, ESQUIRE
ZION, TARLETON & SISKIN, P.C.
Building 11, Suite 2
2191 Northlake Parkway
Tucker, Georgia 30084



LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DEKALB

THIS INDENTURE, Made the 4 day of August, in the year two thousand four (2004), between WALLACE HAMBY and BONNELL HAMBY, as party or parties of the first part, hereinafter called Grantor, and PERSAUD ENTERPRISES, INC., a Georgia corporation, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

4
16

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described real property:

**SEE EXHIBIT "A" ATTACHED
HERE TO AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under the Grantor but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Wallace Hamby (SEAL)
WALLACE HAMBY

Bonnell Hamby (SEAL)
BONNELL HAMBY

Signed, sealed and delivered
in presence of:

[Signature]
Witness

[Signature]
Notary Public



040532

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of Crane Drive (50 foot right of way) and running along the westerly right of way of Crane Drive 184.78 feet to a rebar found at the point of beginning, from the point of beginning as thus established and leaving the westerly right of way of Crane Drive running South 50 degrees 55 minutes 06 seconds West, a distance of 272.40 feet to a point on the easterly right of way of East-West Connector (right of way varies); thence running along the East-West Connector the following courses and distances: North 67 degrees 50 minutes 13 seconds West, a distance of 4.80 feet to a point; thence running along a curve an arc distance of 362.91 feet to a point (said arc being subtended by a chord bearing of North 57 degrees 55 minutes 06 seconds West 361.10 feet) and having a radius of 1,048.19 feet; thence leaving the easterly right of way of East-West Connector and running North 00 degrees 14 minutes 37 seconds East, a distance of 90.17 feet to a rebar found on the southerly right of way of Crane Drive; thence running along the southerly right of way of Crane Drive the following courses and distances: South 89 degrees 29 minutes 27 seconds East, a distance of 347.10 feet to a rebar found, thence running along a curve an arc distance of 179.40 feet to a point (said arc being subtended by a chord bearing of South 62 degrees 33 minutes 15 seconds East 172.86 feet) and having a radius of 190.79 feet to a rebar found, thence South 35 degrees 37 minutes 02 seconds East, a distance of 36.02 feet to a rebar found being the point of beginning, containing 2.23 acres according to that certain survey for Persaud Enterprises, Inc., dated January 11, 2001, last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of Crane Drive (50 foot right of way) and running along the westerly right of way of Crane Drive 184.78 feet to a rebar found thence leaving the westerly right of way of Crane Drive running South 50 degrees 55 minutes 06 seconds West, a distance of 272.40 feet to a point on the easterly right of way of East-West Connector (right of way varies); thence running along the East-West Connector the following courses and distances: North 67 degrees 50 minutes 13 seconds West, a distance of 4.80 feet to a point; thence running along a curve an arc distance of 362.91 feet to a point (said arc being subtended by a chord bearing of North 57 degrees 55 minutes 06 seconds West 361.10 feet) and having a radius of 1,048.19 feet; thence leaving the easterly right of way of East-West Connector and running North 00 degrees 14 minute 37 seconds East, a distance of 140.17 feet to a ¾ inch crimp top pipe found on the northerly right of way of Crane Drive, said crimp top pipe being the POINT OF BEGINNING, from the point of beginning as thus established running thence North 00 degrees 14 minutes 37 seconds East, a distance of 209.85 feet to a rebar found with nail, said point being the common corner of Land Lots 789, 790, 765 and 755 said district and section; thence running south 89 degrees 53 minutes 57 seconds East, a distance of 113.68 feet to a rebar found; thence running South 00 degrees 44 minutes 09 seconds East, a distance of 210.71 feet to a ¾ inch crimp top pipe found on the northerly right of way of Crane Drive; thence running along the northerly right of way of Crane Drive North 89 degrees 29 minutes 27 seconds West, a distance of 117.28 feet to a ¾ inch crimp top pipe found and being the TRUE POINT OF

BEGINNING, containing 0.56 acres according to that certain survey for Persaud Enterprises, Inc., dated January 11, 2001, last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 3:

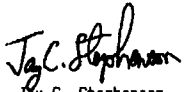
All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of East-West Connector (variable right of way) and running along the northerly right of way of Powder Springs Road South 54 degrees 57 minutes 39 seconds West, a distance of 61.33 feet to a point; thence leaving the northerly right of way of Powder Springs Road running North 33 degrees 07 minutes 12 seconds West, a distance of 188.43 feet to a point; thence running North 45 degrees 52 minutes 54 seconds East, a distance of 3.36 feet to a point, which point is located on the westerly right of way of East-West Connector; thence running along the westerly right of way of East-West Connector the following courses and distances: running along a curve an arc distance of 112.90 feet to a point (said arc being subtended by a chord bearing of South 63 degrees 09 minutes 54 seconds East 112.86 feet) and having a radius of 1259.50 feet; running along a curve an arc distance of 48.35 feet to a point (said arc being subtended by a chord bearing of South 66 degrees 50 minutes 38 seconds East 48.35 feet) and having a radius of 1259.51 feet; thence South 05 degrees 48 minutes 52 seconds East, a distance of 55.26 feet to a point which point is the Point of Beginning, containing 0.19 acres and 0.03 acres according to that certain survey for Persaud Enterprises, Inc., last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 4:

All that tract or parcel of land lying and being in Land Lot 839 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at a ½ inch rebar found on the southeasterly right of way of Powder Springs Road (right of way varies) which point is located 467.99 feet southwesterly, as measured along the southeasterly right of way line of Powder Springs Road from the intersection formed by the southeasterly right of way of Powder Springs Road and the southwesterly right of way of Anderson Farm Road if extended to form an angle; thence leaving the right of way line of Powder Springs Road South 20 degrees 18 minutes 21 seconds East, a distance of 313.29 feet to a ¾ inch rebar found; thence South 42 degrees 26 minutes 17 seconds West, a distance of 289.99 feet to an ½ inch open top pipe found; thence North 15 degrees 12 minutes 59 seconds West, a distance of 383.64 to an ½ inch rebar found on the southerly right of way of Powder Springs Road; thence running along the southerly right of way of Powder Springs Road North 53 degrees 44 minutes 24 seconds East, a distance of 232.72 feet to a ½ rebar found being the point of beginning, containing 1.88 acres according to that certain survey for Persaud Enterprises, Inc., Main Street Bank and Old Republic National Title Insurance Company, dated June 22, 2004 prepared by Tru-Line Surveying Inc. and bearing the seal of W.E. Clonts, GRLS No. 2166.


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

R040532

Prepared by and Return to:
MARVIN H. ZION, ESQUIRE
ZION, TARLETON & SISKIN, P.C.
Building 11, Suite 2
2191 Northlake Parkway
Tucker, Georgia 30084



LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DEKALB

THIS INDENTURE, Made the 4 day of August, in the year two thousand four (2004), between WALLACE HAMBY and BONNELL HAMBY, as party or parties of the first part, hereinafter called Grantor, and PERSAUD ENTERPRISES, INC., a Georgia corporation, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

4
16

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described real property:

**SEE EXHIBIT "A" ATTACHED
HERE TO AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under the Grantor but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Wallace Hamby (SEAL)
WALLACE HAMBY

Bonnell Hamby (SEAL)
BONNELL HAMBY

Signed, sealed and delivered
in presence of:

[Signature]
Witness

[Signature]
Notary Public



040532

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of Crane Drive (50 foot right of way) and running along the westerly right of way of Crane Drive 184.78 feet to a rebar found at the point of beginning, from the point of beginning as thus established and leaving the westerly right of way of Crane Drive running South 50 degrees 55 minutes 06 seconds West, a distance of 272.40 feet to a point on the easterly right of way of East-West Connector (right of way varies); thence running along the East-West Connector the following courses and distances: North 67 degrees 50 minutes 13 seconds West, a distance of 4.80 feet to a point; thence running along a curve an arc distance of 362.91 feet to a point (said arc being subtended by a chord bearing of North 57 degrees 55 minutes 06 seconds West 361.10 feet) and having a radius of 1,048.19 feet; thence leaving the easterly right of way of East-West Connector and running North 00 degrees 14 minutes 37 seconds East, a distance of 90.17 feet to a rebar found on the southerly right of way of Crane Drive; thence running along the southerly right of way of Crane Drive the following courses and distances: South 89 degrees 29 minutes 27 seconds East, a distance of 347.10 feet to a rebar found, thence running along a curve an arc distance of 179.40 feet to a point (said arc being subtended by a chord bearing of South 62 degrees 33 minutes 15 seconds East 172.86 feet) and having a radius of 190.79 feet to a rebar found, thence South 35 degrees 37 minutes 02 seconds East, a distance of 36.02 feet to a rebar found being the point of beginning, containing 2.23 acres according to that certain survey for Persaud Enterprises, Inc., dated January 11, 2001, last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of Crane Drive (50 foot right of way) and running along the westerly right of way of Crane Drive 184.78 feet to a rebar found thence leaving the westerly right of way of Crane Drive running South 50 degrees 55 minutes 06 seconds West, a distance of 272.40 feet to a point on the easterly right of way of East-West Connector (right of way varies); thence running along the East-West Connector the following courses and distances: North 67 degrees 50 minutes 13 seconds West, a distance of 4.80 feet to a point; thence running along a curve an arc distance of 362.91 feet to a point (said arc being subtended by a chord bearing of North 57 degrees 55 minutes 06 seconds West 361.10 feet) and having a radius of 1,048.19 feet; thence leaving the easterly right of way of East-West Connector and running North 00 degrees 14 minute 37 seconds East, a distance of 140.17 feet to a ¾ inch crimp top pipe found on the northerly right of way of Crane Drive, said crimp top pipe being the POINT OF BEGINNING, from the point of beginning as thus established running thence North 00 degrees 14 minutes 37 seconds East, a distance of 209.85 feet to a rebar found with nail, said point being the common corner of Land Lots 789, 790, 765 and 755 said district and section; thence running south 89 degrees 53 minutes 57 seconds East, a distance of 113.68 feet to a rebar found; thence running South 00 degrees 44 minutes 09 seconds East, a distance of 210.71 feet to a ¾ inch crimp top pipe found on the northerly right of way of Crane Drive; thence running along the northerly right of way of Crane Drive North 89 degrees 29 minutes 27 seconds West, a distance of 117.28 feet to a ¾ inch crimp top pipe found and being the TRUE POINT OF

BEGINNING, containing 0.56 acres according to that certain survey for Persaud Enterprises, Inc., dated January 11, 2001, last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 3:

All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of East-West Connector (variable right of way) and running along the northerly right of way of Powder Springs Road South 54 degrees 57 minutes 39 seconds West, a distance of 61.33 feet to a point; thence leaving the northerly right of way of Powder Springs Road running North 33 degrees 07 minutes 12 seconds West, a distance of 188.43 feet to a point; thence running North 45 degrees 52 minutes 54 seconds East, a distance of 3.36 feet to a point, which point is located on the westerly right of way of East-West Connector; thence running along the westerly right of way of East-West Connector the following courses and distances: running along a curve an arc distance of 112.90 feet to a point (said arc being subtended by a chord bearing of South 63 degrees 09 minutes 54 seconds East 112.86 feet) and having a radius of 1259.50 feet; running along a curve an arc distance of 48.35 feet to a point (said arc being subtended by a chord bearing of South 66 degrees 50 minutes 38 seconds East 48.35 feet) and having a radius of 1259.51 feet; thence South 05 degrees 48 minutes 52 seconds East, a distance of 55.26 feet to a point which point is the Point of Beginning, containing 0.19 acres and 0.03 acres according to that certain survey for Persaud Enterprises, Inc., last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 4:

All that tract or parcel of land lying and being in Land Lot 839 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at a ½ inch rebar found on the southeasterly right of way of Powder Springs Road (right of way varies) which point is located 467.99 feet southwesterly, as measured along the southeasterly right of way line of Powder Springs Road from the intersection formed by the southeasterly right of way of Powder Springs Road and the southwesterly right of way of Anderson Farm Road if extended to form an angle; thence leaving the right of way line of Powder Springs Road South 20 degrees 18 minutes 21 seconds East, a distance of 313.29 feet to a ¾ inch rebar found; thence South 42 degrees 26 minutes 17 seconds West, a distance of 289.99 feet to an ½ inch open top pipe found; thence North 15 degrees 12 minutes 59 seconds West, a distance of 383.64 to an ½ inch rebar found on the southerly right of way of Powder Springs Road; thence running along the southerly right of way of Powder Springs Road North 53 degrees 44 minutes 24 seconds East, a distance of 232.72 feet to a ½ rebar found being the point of beginning, containing 1.88 acres according to that certain survey for Persaud Enterprises, Inc., Main Street Bank and Old Republic National Title Insurance Company, dated June 22, 2004 prepared by Tru-Line Surveying Inc. and bearing the seal of W.E. Clonts, GRLS No. 2166.

Jay C. Stephenson

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

STATE OF GEORGIA
COUNTY OF CLAYTON

12.

HODGES, MCEACHERN & KING
177 N. Main Street
Jonesboro, Georgia 30236

EXECUTOR'S DEED

THIS INDENTURE, made and entered into this 27th day of June, 2007, between **KATHRYN BOZARD SHARPE** of the State of South Carolina, duly constituted Executor (hereinafter called "Executor" and "Grantor") under the Last Will and Testament of JIMMY RAY BOZARD, SR., (hereinafter called "Decedent"), deceased, late of Cobb County, State of Georgia, as Party or Parties of the First Part, and

PERSAUD ENTERPRISES, INC., of the State of Georgia, County of Cobb, as Party or Parties of the Second Part (hereinafter called "Grantee")

WITNESSETH: THAT WHEREAS Decedent died Testate on the 22nd day of December, 2006, a resident of Cobb County, State of Georgia; and
WHEREAS Decedent's Will has been probated in solemn form in the Probate Court of Cobb County, in Estate #07-500, Cobb Probate Records; and
WHEREAS Letters Testamentary were issued to the above Executor/Grantor on the 14th day of March, 2007; and

NOW, THEREFORE, this deed is made by virtue of the authority given the Executor in said Will.

WITNESSETH, the Grantor, in Grantor's representative capacity, and by and under authority contained in said Will, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, Grantee's heirs, successors and assigns:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Deed is given for the purpose of payment of debts and for distribution of said property pursuant to and in accordance with items and bequests of said Will; or all debts of Decedent have been paid in full, including those of Decedent's last illness and burial; and this deed is given to ASSENT TO THE DEVISE.

Now, the said Grantor, in consideration of the premises and pursuant to said Will, and in the event a sale is involved then in consideration of the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) DOLLARS, in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold and conveyed, and hereby does grant, bargain, sell and convey unto the said Grantee, Grantee's heirs, successors and assigns, the said described land, with all the rights, members and appurtenances thereof belonging or in any proper use, benefit and behoof forever, in as full and ample manner as the same possessed and enjoyed by the said Decedent during life.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed, delivered and notarized
on the 27 day of June, 2007.
in the presence of
Corey C. Clinton
Unofficial Witness

Kathryn Bozard Sharpe (SEAL)
Kathryn Bozard Sharpe
Individually and as Executor and Personal
Representative of the Estate of Jimmy Ray
Bozard, Sr., late of Cobb County, Georgia

Patricia C. Johnson
Notary Public, State of Georgia
My Commission Expires: 4-30-08



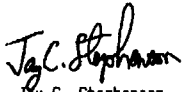
EXHIBIT "A"

**LEGAL DESCRIPTION
(PERSAUD)**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 789 of the 19th District, 2nd Section of Cobb County, State of Georgia, as shown on plat of survey for Persaud (sp) Enterprise, undated, by Donaloy Hutchins, RLS# 2011, and being more particularly described as follows:

Beginning at a #4 rebar found on the north line of Land Lot 789, which pin is located 113.68' as measured along said Land Lot Line, in an eastern direction, from the common corner of Land Lots 765, 766, 789 and 790; from said Point of Beginning thus established, run thence South 89 degrees 51 minute 35 seconds East, a distance of 116.25' to a #4 rebar found on said Land Lot Line; thence departing said Land Lot Line, and run thence South 00 degrees 20 minutes 01 seconds East, a distance of 211.51' to a #4 rebar found (bent) on the 50' right-of-way of Crane Drive; run thence along said right-of-way North 89 degrees 29 minutes 27 seconds West, a distance of 114.76' to a 3/4" crimp top found; thence departing said right-of-way, run thence North 00 degrees 44 minutes 09 seconds West, a distance of 210.79' to the Point of Beginning; said tract containing .56 acres, and being known as 3453 Crane Drive, S.W., Marietta, Georgia 30064.




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

R040532

Prepared by and Return to:
MARVIN H. ZION, ESQUIRE
ZION, TARLETON & SISKIN, P.C.
Building 11, Suite 2
2191 Northlake Parkway
Tucker, Georgia 30084



LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DEKALB

THIS INDENTURE, Made the 4 day of August, in the year two thousand four (2004), between WALLACE HAMBY and BONNELL HAMBY, as party or parties of the first part, hereinafter called Grantor, and PERSAUD ENTERPRISES, INC., a Georgia corporation, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

4
16

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described real property:

**SEE EXHIBIT "A" ATTACHED
HERE TO AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under the Grantor but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Wallace Hamby (SEAL)
WALLACE HAMBY

Bonnell Hamby (SEAL)
BONNELL HAMBY

Signed, sealed and delivered
in presence of:

[Signature]
Witness

[Signature]
Notary Public



040532

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of Crane Drive (50 foot right of way) and running along the westerly right of way of Crane Drive 184.78 feet to a rebar found at the point of beginning, from the point of beginning as thus established and leaving the westerly right of way of Crane Drive running South 50 degrees 55 minutes 06 seconds West, a distance of 272.40 feet to a point on the easterly right of way of East-West Connector (right of way varies); thence running along the East-West Connector the following courses and distances: North 67 degrees 50 minutes 13 seconds West, a distance of 4.80 feet to a point; thence running along a curve an arc distance of 362.91 feet to a point (said arc being subtended by a chord bearing of North 57 degrees 55 minutes 06 seconds West 361.10 feet) and having a radius of 1,048.19 feet; thence leaving the easterly right of way of East-West Connector and running North 00 degrees 14 minutes 37 seconds East, a distance of 90.17 feet to a rebar found on the southerly right of way of Crane Drive; thence running along the southerly right of way of Crane Drive the following courses and distances: South 89 degrees 29 minutes 27 seconds East, a distance of 347.10 feet to a rebar found, thence running along a curve an arc distance of 179.40 feet to a point (said arc being subtended by a chord bearing of South 62 degrees 33 minutes 15 seconds East 172.86 feet) and having a radius of 190.79 feet to a rebar found, thence South 35 degrees 37 minutes 02 seconds East, a distance of 36.02 feet to a rebar found being the point of beginning, containing 2.23 acres according to that certain survey for Persaud Enterprises, Inc., dated January 11, 2001, last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of Crane Drive (50 foot right of way) and running along the westerly right of way of Crane Drive 184.78 feet to a rebar found thence leaving the westerly right of way of Crane Drive running South 50 degrees 55 minutes 06 seconds West, a distance of 272.40 feet to a point on the easterly right of way of East-West Connector (right of way varies); thence running along the East-West Connector the following courses and distances: North 67 degrees 50 minutes 13 seconds West, a distance of 4.80 feet to a point; thence running along a curve an arc distance of 362.91 feet to a point (said arc being subtended by a chord bearing of North 57 degrees 55 minutes 06 seconds West 361.10 feet) and having a radius of 1,048.19 feet; thence leaving the easterly right of way of East-West Connector and running North 00 degrees 14 minute 37 seconds East, a distance of 140.17 feet to a ¾ inch crimp top pipe found on the northerly right of way of Crane Drive, said crimp top pipe being the POINT OF BEGINNING, from the point of beginning as thus established running thence North 00 degrees 14 minutes 37 seconds East, a distance of 209.85 feet to a rebar found with nail, said point being the common corner of Land Lots 789, 790, 765 and 755 said district and section; thence running south 89 degrees 53 minutes 57 seconds East, a distance of 113.68 feet to a rebar found; thence running South 00 degrees 44 minutes 09 seconds East, a distance of 210.71 feet to a ¾ inch crimp top pipe found on the northerly right of way of Crane Drive; thence running along the northerly right of way of Crane Drive North 89 degrees 29 minutes 27 seconds West, a distance of 117.28 feet to a ¾ inch crimp top pipe found and being the TRUE POINT OF

BEGINNING, containing 0.56 acres according to that certain survey for Persaud Enterprises, Inc., dated January 11, 2001, last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 3:

All that tract or parcel of land lying and being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the northerly right of way of Powder Springs Road (100 foot right of way) and the westerly right of way of East-West Connector (variable right of way) and running along the northerly right of way of Powder Springs Road South 54 degrees 57 minutes 39 seconds West, a distance of 61.33 feet to a point; thence leaving the northerly right of way of Powder Springs Road running North 33 degrees 07 minutes 12 seconds West, a distance of 188.43 feet to a point; thence running North 45 degrees 52 minutes 54 seconds East, a distance of 3.36 feet to a point, which point is located on the westerly right of way of East-West Connector; thence running along the westerly right of way of East-West Connector the following courses and distances: running along a curve an arc distance of 112.90 feet to a point (said arc being subtended by a chord bearing of South 63 degrees 09 minutes 54 seconds East 112.86 feet) and having a radius of 1259.50 feet; running along a curve an arc distance of 48.35 feet to a point (said arc being subtended by a chord bearing of South 66 degrees 50 minutes 38 seconds East 48.35 feet) and having a radius of 1259.51 feet; thence South 05 degrees 48 minutes 52 seconds East, a distance of 55.26 feet to a point which point is the Point of Beginning, containing 0.19 acres and 0.03 acres according to that certain survey for Persaud Enterprises, Inc., last revised August 5, 2004, prepared by Gaskins Surveying Co. and bearing the seals of Christopher A. Evans, GRLS No. 2784 and John C. Gaskins, GRLS No. 2060.

TRACT 4:

All that tract or parcel of land lying and being in Land Lot 839 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at a ½ inch rebar found on the southeasterly right of way of Powder Springs Road (right of way varies) which point is located 467.99 feet southwesterly, as measured along the southeasterly right of way line of Powder Springs Road from the intersection formed by the southeasterly right of way of Powder Springs Road and the southwesterly right of way of Anderson Farm Road if extended to form an angle; thence leaving the right of way line of Powder Springs Road South 20 degrees 18 minutes 21 seconds East, a distance of 313.29 feet to a ¾ inch rebar found; thence South 42 degrees 26 minutes 17 seconds West, a distance of 289.99 feet to an ½ inch open top pipe found; thence North 15 degrees 12 minutes 59 seconds West, a distance of 383.64 to an ½ inch rebar found on the southerly right of way of Powder Springs Road; thence running along the southerly right of way of Powder Springs Road North 53 degrees 44 minutes 24 seconds East, a distance of 232.72 feet to a ½ rebar found being the point of beginning, containing 1.88 acres according to that certain survey for Persaud Enterprises, Inc., Main Street Bank and Old Republic National Title Insurance Company, dated June 22, 2004 prepared by Tru-Line Surveying Inc. and bearing the seal of W.E. Clonts, GRLS No. 2166.