

STATE OF GEORGIA

FULTON COUNTY

September 29, 2014

**RESOLUTION TO**  
**EXCHANGE PROPERTIES**

**WHEREAS**, the City of Roswell, Georgia is a Georgia municipal corporation; and

**WHEREAS**, the Mayor and Council are the governing authority of the City; and

**WHEREAS**, the corporate powers of the City, as stated in Section 1.03 of the Charter of the City of Roswell, allow the City to acquire real property; and

**WHEREAS**, the Charter of the City of Roswell authorizes the Mayor and Council to acquire, dispose of any real property in fee simple or lesser interest; and

**WHEREAS**, O.C.G.A. § 36-37-6 (c) provides that a municipal corporation may exchange real property belonging to the municipal corporation for other real property where the property so acquired is of equal or greater value than the property previously belonging to the municipal corporation; and

**WHEREAS**, O.C.G.A. § 36-37-6 (g) provides that a municipal corporation is authorized to sell and convey parcels of narrow strips of land, so shaped or so small as to be incapable of being used independently as zoned, to abutting property owners where such conveyances facilitate the enjoyment of the highest and best use of the abutting owner's property; and

**WHEREAS**, the Mayor and Council have received and reviewed appraisals, on file in the City's Legal Division, on property owned by the City at 617 North Atlanta Street, as more particularly described in Exhibit "A" attached hereto and incorporated herein, and another property located at the corner of Old Alabama Road and Market Boulevard consisting of approximately 3.1859 acres and being more particularly described in Exhibit "B" attached hereto and incorporated herein; and

**WHEREAS**, the Mayor and Council declare the narrow strip of property being included in Exhibit "A" attached hereto and incorporated herein cannot be used independently as zoned, and would facilitate the highest and best use of the property described in Exhibit "A," provided the City of Roswell maintains a permanent easement for right-of-way purposes including sidewalks to the area described in Exhibit "C" and maintenance of access restriction from Sloan Street; and

**WHEREAS**, the Mayor and Council have determined that an exchange of properties in Exhibit "A," excepting the permanent right-of-way easement, for the property described herein in Exhibit "B" advances the public health, safety and welfare; and

**WHEREAS**, the owner of non-municipal real property is in agreement to exchange said properties as contemplated in the attached Exhibit "D" Exchange Agreement attached hereto and incorporated herein:

**NOW, THEREFORE**, the Mayor and Council do hereby adopt the following Resolution:

1.

The Mayor and City Council approve the appraisals of the properties described in Exhibit “A” and Exhibit “B,” and hereby approve and authorize the Mayor and the City Attorney on behalf of the City of Roswell, Georgia, to execute the Exchange Agreement attached hereto as Exhibit “D” and to execute all other documents necessary to effectuate said exchange in compliance with all State and City laws.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 29<sup>th</sup> day of September, 2014.

Attest:

\_\_\_\_\_  
Jere Wood, Mayor

\_\_\_\_\_  
Marlee Press, City Clerk  
(Seal)

\_\_\_\_\_  
Councilmember Jerry Orlans

\_\_\_\_\_  
Councilmember Rebecca Wynn

\_\_\_\_\_  
Councilmember Betty Price

\_\_\_\_\_  
Councilmember Richard Dippolito

\_\_\_\_\_  
Councilmember Kent Igleheart

\_\_\_\_\_  
Councilmember Nancy Diamond

## **EXHIBIT "A"**

### **Consolidated Main Tract and R/W Tract:**

All that tract or parcel of land lying and being in the City of Roswell in Land Lot 384 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a pk nail set at the intersection of the Easterly right of way line of North Atlanta Street (variable right of way) and the Southerly right of way line of Sloan Street (variable right of way); thence along said Southerly right of way line of Sloan Street South 84 degrees 49 minutes 09 seconds East a distance of 310.06 feet to a 5/8-inch rebar set; thence leaving said right of way South 05 degrees 55 minutes 12 seconds West a distance of 156.15 feet to a 5/8-inch rebar set; thence North 84 degrees 07 minutes 13 seconds West a distance of 90.00 feet to a 1/2-inch rebar found; thence North 02 degrees 05 minutes 54 seconds East a distance of 110.33 feet to a pk nail set; thence North 84 degrees 04 minutes 19 seconds West a distance of 212.00 feet to a building corner located on the Easterly right of way line of North Atlanta Street; thence along said Easterly right of way North 04 degrees 59 minutes 41 seconds East a distance of 42.11 feet to a pk nail set and the POINT OF BEGINNING.

Said tract of land contains 0.55 acres.

## **EXHIBIT "B"**

All that tract or parcel of land lying and being in Land Lots 567 and 583 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section of Fulton County, Georgia, being within the city limits of the City of Roswell, and being more particularly described as follows:

BEGINNING at a point which marks the easterly end of the curve which forms the intersection of the northwesterly right-of-way line of Old Alabama Road (72-foot right-of-way) with the easterly right-of-way line of Market Boulevard (60-foot right-of-way) and going thence along the arc of said curve to the right an arc distance of 34.41 feet, said curve having a radius of 20.00 feet and being subtended by a chord having a bearing and distance of North 61 degrees 13 minutes 34 seconds West 30.32 feet to the northeasterly end of said curve; going thence northeasterly along said easterly right-of-way line of Market Boulevard an arc distance of 80.14 feet along the arc of a curve to the right, said curve having a radius of 320.00 feet and being subtended by a chord having a bearing and distance of North 04 degrees 46 minutes 03 seconds west 79.93 feet to a point; proceeding thence northeasterly along said easterly right-of-way line of Market Boulevard North 02 degrees 24 minutes 24 seconds East a distance of 322.45 feet to an iron pin found; thence leaving said easterly right-of-way line of Market Boulevard and going South 75 degrees 04 minutes 08 seconds East a distance of 647.51 feet to a point; going thence South 21 degrees 40 minutes 56 seconds West a distance of 1.81 feet to a point on the northwesterly right-of-way line of Old Alabama Road; going thence southwesterly along the northwesterly right-of-way line of Old Alabama Road the following courses and distances: South 66 degrees 40 minutes 56 seconds West a distance of 410.32 feet to a point; South 69 degrees 29 minutes 33 seconds West a distance of 243.95 feet to a point, which point is the POINT OF BEGINNING.

The above-described property containing 3.1860 acres according to plat of survey for City of Roswell by Bates-Long & Associates, dated July 31, 2014 and revised August 26, 2014.

The above-described property is the same property conveyed by a warranty deed from Mimms Investments, a Georgia general partnership, to King's Market, LLC, a Georgia limited liability company, dated September 15, 2009, and recorded in Deed Book 48375, Page 281, Fulton County, Georgia Deed Records.

## **EXHIBIT "C"**

### **Easement Area:**

All that tract or parcel of land lying and being in the City of Roswell in Land Lot 384 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at a pk nail set at the intersection of the Easterly right of way line of North Atlanta Street (variable right of way) and the Southerly right of way line of Sloan Street (variable right of way); thence along said Southerly right of way South 84 degrees 49 minutes 09 seconds East, a distance of 112.18 feet to a point and the POINT OF BEGINNING, thence from said POINT OF BEGINNING, South 84 degrees 49 minutes 09 seconds East a distance of 42.82 feet to a point; thence South 84 degrees 49 minutes 09 seconds East a distance of 54.70 feet to a point; thence South 84 degrees 49 minutes 09 seconds East a distance of 100.36 feet to a point; thence South 05 degrees 55 minutes 12 seconds West a distance of 5.94 feet to a point; thence North 85 degrees 38 minutes 19 seconds West a distance of 0.40 feet to a point; thence South 62 degrees 59 minutes 15 seconds West a distance of 4.34 feet to a point; thence North 84 degrees 20 minutes 46 seconds West a distance of 0.82 feet to a point; thence North 05 degrees 39 minutes 14 seconds East a distance of 1.91 feet to a point; thence North 84 degrees 42 minutes 30 seconds West a distance of 28.44 feet to a point; thence South 13 degrees 32 minutes 30 seconds West a distance of 3.35 feet to a point; thence South 24 degrees 31 minutes 53 seconds West a distance of 2.91 feet to a point; thence North 52 degrees 21 minutes 47 seconds West a distance of 12.14 feet to a point; thence North 84 degrees 40 minutes 42 seconds West a distance of 44.31 feet to a point; thence South 41 degrees 19 minutes 13 seconds West a distance of 2.03 feet to a point; thence South 08 degrees 12 minutes 34 seconds West a distance of 21.16 feet to a point; thence North 75 degrees 52 minutes 21 seconds West a distance of 25.29 feet to a point; thence North 42 degrees 42 minutes 16 seconds East a distance of 3.85 feet to a point; thence North 08 degrees 00 minutes 44 seconds East a distance of 13.43 feet to a point; thence North 51 degrees 55 minutes 17 seconds West a distance of 4.01 feet to a point; thence North 84 degrees 54 minutes 58 seconds West a distance of 34.17 feet to a point; thence South 50 degrees 50 minutes 06 seconds West a distance of 3.07 feet to a point; thence South 05 degrees 50 minutes 31 seconds West a distance of 8.43 feet to a point; thence North 49 degrees 37 minutes 47 seconds West a distance of 8.37 feet to a point; thence North 43 degrees 59 minutes 04 seconds West a distance of 3.37 feet to a point; thence North 13 degrees 08 minutes 32 seconds West a distance of 3.27 feet to a point; thence North 84 degrees 39 minutes 37 seconds West a distance of 32.55 feet to a point; thence North 21 degrees 19 minutes 00 seconds West a distance of 2.15 feet to a point; thence North 00 degrees 36 minutes 29 seconds West a distance of 4.41 feet to a point; said point being the POINT OF BEGINNING.

Said tract of land contains 1794 Square Feet, 0.041 Acres

## **EXHIBIT "D"**

### **EXCHANGE CONTRACT**

This Exchange Contract (hereinafter referred to as the "Contract" or the "Agreement") is made and entered into by and between **KING'S MARKET, LLC, a Georgia limited liability company** (hereinafter referred to as the "Seller") and **CITY OF ROSWELL, a Municipal Corporation of the State of Georgia** (hereinafter referred to as the "Purchaser").

1. Exchange. Upon all the terms and conditions hereinafter set forth, Purchaser agrees to exchange the property described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as "Property B"), with Seller, who agrees to exchange the property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Property A") with Purchaser. Property A and Property B are hereinafter individually referred to as the "Property" and collectively referred to as the "Properties".

2. Exchange Provisions. Seller understands that this Contract and sale is subject to Official Code of Georgia 36-37-6(c), which section requires that before trading or exchanging real property, the property so acquired in the exchange by the City shall be of equal or greater value than the City property being exchanged, and that within six weeks preceding the closing of any such proposed exchange of real property a notice of the proposed exchange of real property shall be published in the official organ of the City once a week for four weeks and that the value of both the property belonging to the City and that to be acquired through the exchange shall be determined by appraisals and the value so determined shall be approved by the City Council. This Contract is subject to the City Council of the City of Roswell reaching such determination. To the extent the value of Property "A" exceeds the value of Property "B," as determined by such appraisals; such excess value shall be considered a donation by Malon D. Mimms to Purchaser.

3. Conveyance. Purchaser shall convey Property B to Seller by Quitclaim Deed, subject to the terms and conditions of this Agreement, which Quitclaim Deed shall include a restriction as set out in Paragraph 14 hereof and a reservation of easement as set out in Paragraph 15 hereof. Said restriction and easement shall run with the land. Seller shall convey Property A to Purchaser by limited warranty deed, subject to the terms and conditions of this Agreement.

4. Enforceability. This Contract shall not take effect until such time as a resolution authorizing the execution of this Contract has been passed by the City Council of the City of Roswell, Georgia, and so certified by the City Clerk and duly executed by the signatories so empowered, and also until such time as a resolution making the determination of value as required by Official Code of Georgia 36-37-6(c) has also been passed.

5. Title. (a) Seller agrees to convey marketable and insurable fee simple title to Property A to Purchaser, subject only to "Permitted Encumbrances" as defined by Purchaser's Title Insurance provider and as may be described herein. As used herein, the term "Permitted Encumbrances" shall mean (i) ad valorem taxes for the year of Closing, which taxes are a lien but are not yet due and payable, (ii) zoning ordinances affecting the Property, (iii) any title or survey matters shown on the title commitment or any survey of the Property obtained by Purchaser, which matters are not objected to by Purchaser (with respect to Property A) pursuant

to the provisions of Paragraph (c) below, and (iv) any other matter which Purchaser agrees to accept (with respect to Property A).

(b) Each party shall, at its own cost, obtain a title commitment for an owner's title insurance policy to be issued by Chicago Title Insurance Company in the amount of the appraised price of the Property to be conveyed to such party. Title insured at regular rates by Chicago Title Insurance Company on a standard ALTA policy form without exception except for Permitted Exceptions shall be evidence of good and marketable title as therein shown.

(c) Seller does hereby covenant and agree to use Seller's reasonable efforts to cure or remove, on or before the date of Closing, all objections to title which Purchaser has notified Seller with respect to Property A, and Purchaser does hereby covenant and agree to use Purchaser's reasonable efforts to cure or remove, on or before the date of Closing, all objections to title which Seller has notified Seller with respect to Property B. Purchaser may elect to accept Property A and Seller may elect to accept Property B subject to any uncured objections, which will be deemed Permitted Exceptions, or decline to accept the Property and terminate this Agreement. Seller and Purchaser agree that such papers as may be necessary or appropriate to carry out the terms of this Agreement shall be produced, executed and delivered by such parties at the times required to fulfill the terms and conditions of the Contract.

6. Inspection. Seller and Purchaser, their agents or representatives, at such party's sole expense and at all times before Closing, shall have the right to enter the Property for the purpose of inspecting, examining, testing, and surveying the Properties. In addition, both parties shall have the right to enter the Property through their agents, employees, and contractors, to conduct environmental assessments, which assessments may include boring, and to examine the Property for contaminants and complete environmental testing to the extent necessary to meet the requirements of O.C.G.A. §36-80-18.

In the event contamination is found, either party shall deliver a notice to the other, with respect to such contamination either (i) to accept the Property subject to the contamination with no changes in the terms of this Agreement, or (ii) to decline to accept such property subject to the contamination, in which event this Agreement shall terminate and no party hereto shall have any further rights, liabilities or obligations hereunder.

If either party elects to conduct Environmental Compliance and determines prior to or at Closing that the other party has not done all remedial work necessary to comply with the environmental provisions of O.C.G.A. §36-80-18, then that party shall give notice to the other party at which time this Contract shall terminate.

Either party shall have the right to terminate this Agreement for any reason by delivering written notice of such termination to the other within thirty (30) days of the date of this Agreement. Each party shall indemnify to the extent allowed by law and hold the other harmless from and against any and all liabilities, claims, causes of action, damages, losses, penalties, suits, costs and expenses, including reasonable attorney's fees, which such indemnified party may hereafter suffer or incur as a result of claims relating to personal injury, physical property damage or any lien against the Property arising from or in connection with the other party's inspection of the Property, which indemnity shall survive the Closing or termination of this Agreement.

7. Condition of Property and Destruction. The Properties shall be in the condition at Closing which exists at the signing of this Contract, less normal wear and tear. Seller shall (with respect to Property A, if applicable) and Purchaser shall (with respect to Property B), continue to pay insurance premiums on the Properties until the Closing of this Contract has been finalized. In the event of destruction of all or a portion of the existing building on Property B, this Agreement shall terminate as of the date of such destruction.

8. Closing. The date for closing the exchange contemplated herein (the "Closing" shall be on or prior to sixty (60) days after the execution of this Contract (the "Outside Closing Date"), on a date mutually convenient to Seller and Purchaser. At Closing, each party shall pay the cost of recording. With the exception of ad valorem taxes, all items of income and expense in connection with the operation of the Properties, if any, shall be prorated as of the date of Closing. Purchaser shall take possession of Property A and Seller shall take possession of Property B as of the date of Closing and when the deed is transferred which shall be prior to recording, at which time Risk of Loss shall pass. Each party shall pay its respective attorney fees.

9. Default. Purchaser and Seller acknowledge that it would be difficult to ascertain precisely the actual damages suffered as a result of any default. In the event of default on the part of either party, the other party shall be entitled to (i) terminate this Agreement, or (ii) pursue an action for specific performance of this Agreement.

10. Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person, or transmitted by facsimile communication or sent by U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, or by Federal Express, Express Mail, or other reputable overnight delivery service, to the addresses set forth below or at such other addresses as are specified by written notice delivered in accordance herewith:

SELLER: King's Market, LLC  
Attn: Lonnie Mimms  
85-A Mill Street, Suite 100  
Roswell, GA 30075  
Telephone: 770-518-1100  
Facsimile: 770-552-1100

with a copy to: Malon D. Mimms Company  
Attn: General Counsel  
85-A Mill Street, Suite 100  
Roswell, Georgia 30075  
Telephone: 678-795-8434  
Facsimile: 678-795-8445

PURCHASER: City of Roswell, Georgia  
Attn: City Administrator  
Roswell City Hall  
38 Hill Street, Suite 115  
Roswell, Georgia 30075



with a copy to:

Telephone: 770-594-6287  
Facsimile: 770-594-6299  
Roswell City Attorney  
38 Hill Street  
Roswell, Georgia 30075  
Telephone: 770-594-6183  
Facsimile: 770-594-7433

11. Time of the Essence. Time is of the essence in this Agreement.

12. Miscellaneous. This Agreement constitutes the sole and entire agreement between the parties relating to the exchange of the Properties, and supersedes all prior agreements and representations with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. The headings at the beginning of each section are for clarification purposes only and are not intended to alter the context of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia.

13. Special Stipulations. Notwithstanding any of the foregoing, the following Special Stipulations, if in conflict with any portion of the foregoing, shall control:

(a) Purchaser agrees to pay all costs associated with obtaining approval from the appropriate bodies to subdivide and/or separate Property A from the total tract as shown on tax maps as compiled by the Fulton County Tax Assessor's office. Seller agrees to cooperate with Purchaser and execute all necessary documents to procure the subdivision of the property. Both parties shall also cooperate in executing necessary easements for Purchaser's use of Property A for a fire station.

(b) In addition to the Resolution requirement in Paragraph 4 of this Agreement, this Agreement is also subject to a Resolution or Resolutions of the Mayor and Council of the City of Roswell authorizing signatories and directing the closing of the transactions contemplated in this Agreement.

(c) Seller agrees to pay 2014 taxes as well as all back taxes currently unpaid on Property A to both Fulton County and the City of Roswell, which payment shall be separate and distinct from the subject matter of this Contract.

(d) Each party shall obtain and deliver at Closing the appropriate documents to cancel any and all notes and deeds to secure debt existing on the Property owned by such party, as well as the appropriate release documentation for cancelling said deed to secure debt on the records of Fulton County, Georgia.

(e) Seller and Purchaser each represents that it has not contracted with any real estate agent or broker with respect to the exchange contemplated herein. Seller and Purchaser hereby indemnify, to the extent allowed by law, and hold the other harmless against all claims, demands, causes of action, judgments and liabilities which may be asserted or recovered for fees, commissions or other compensations claimed to be due to any broker, finder or intermediary with whom such party has dealt, including reasonable attorney's fees actually

incurred incident thereto. At Closing the parties shall execute an Owner's Affidavit sufficient to remove any real estate broker lien from the Property conveyed by such party.

(f) In the event that the law requires notice of the exchange beyond the Outside Closing Date, this transaction shall be closed in escrow and documents executed and delivered to the closing attorney at Closing. Purchaser shall have an additional 42 days in which to comply with Georgia law concerning notice and other matters which are required to legally affect the exchange of property. If at any time it is determined by the Purchaser in its sole judgment that Purchaser cannot affect the exchange, Purchaser shall have the absolute right to withdraw from the Contract, at which time upon written notice of such, this Agreement shall terminate. In such event all parties waive any rights to the closing proceeds and the Contract shall be considered a nullity and no damages shall occur. In the event the exchange is closed in escrow, the closing attorney shall pay off the lenders, make all disbursements, and release all closing instruments including but not limited to the recording of property deeds.

(g) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. A signature on this Agreement transmitted via email shall be treated as an original for all purposes hereunder.

14. Seller hereby agrees to grant public access for vehicular and pedestrian purposes between Sloan Street and the current entrance to an alleyway, which entrance is shown on that certain ALTA/ACSM Land Title Survey of Roswell Visitors Center for King's Market, LLC and Chicago Title Insurance Company prepared by GeoSurvey, Ltd., dated July 29, 2014, last revised September 17, 2014 (the "Survey"). The location of said alleyway is or was formerly as follows: beginning at Sloan Street and running behind the former Roswell City Hall, Roswell Store, Roswell Bank, John Foster's Drug Store, Roswell Post Office, and other buildings on the east side of formerly U.S. Hwy. #19, now Ga. Hwy. #9 (also known as North Atlanta Street), which alleyway now extends to the current intersection of an extension of Ga. Hwy. #120 (also known as Mill Street) with North Atlanta Street. Access to said alleyway entrance shall remain open at all times (except for temporary closures due to the repair and maintenance of Property B, not to exceed three (3) business days). Seller shall have the right to move the access route to said alleyway entrance from that which is shown on the Survey, provided a reasonable alternate access route with a minimum of 18 feet in width is provided between Sloan Street and said alleyway entrance. Said relocation must be approved by the governing body of the City of Roswell, which approval shall not be unreasonably withheld, conditioned or denied.

15. Purchaser shall retain an easement over, across, and under that portion of Property B described in Exhibit "C" attached hereto and incorporated herein by reference (the "Easement Area") for the installation, maintenance, repair and replacement of sidewalks, utility lines, and other improvements completed by Purchaser and now or hereafter located in the Easement Area (collectively, "Improvements"). Purchaser shall, at its sole cost and expense, insure, maintain, repair and replace all such Improvements in the Easement Area.

16. This Contract shall survive the Closing.

[SIGNATURES ON NEXT PAGE]

Agreed and accepted this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

SELLER:  
KING'S MARKET, LLC

By: \_\_\_\_\_  
MALON D. MIMMS, JR.,  
Manager

By: \_\_\_\_\_

Agreed and accepted this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

PURCHASER:  
CITY OF ROSWELL

By: \_\_\_\_\_  
JERE WOOD  
Title: Mayor

## EXHIBIT "A"

### DESCRIPTION OF PROPERTY A

All that tract or parcel of land lying and being in Land Lots 567 and 583 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section of Fulton County, Georgia, being within the city limits of the City of Roswell, and being more particularly described as follows:

BEGINNING at a point which marks the easterly end of the curve which forms the intersection of the northwesterly right-of-way line of Old Alabama Road (72-foot right-of-way) with the easterly right-of-way line of Market Boulevard (60-foot right-of-way) and going thence along the arc of said curve to the right an arc distance of 34.41 feet, said curve having a radius of 20.00 feet and being subtended by a chord having a bearing and distance of North 61 degrees 13 minutes 34 seconds West 30.32 feet to the northeasterly end of said curve; going thence northeasterly along said easterly right-of-way line of Market Boulevard an arc distance of 80.14 feet along the arc of a curve to the right, said curve having a radius of 320.00 feet and being subtended by a chord having a bearing and distance of North 04 degrees 46 minutes 03 seconds west 79.93 feet to a point; proceeding thence northeasterly along said easterly right-of-way line of Market Boulevard North 02 degrees 24 minutes 24 seconds East a distance of 322.45 feet to an iron pin found; thence leaving said easterly right-of-way line of Market Boulevard and going South 75 degrees 04 minutes 08 seconds East a distance of 647.51 feet to a point; going thence South 21 degrees 40 minutes 56 seconds West a distance of 1.81 feet to a point on the northwesterly right-of-way line of Old Alabama Road; going thence southwesterly along the northwesterly right-of-way line of Old Alabama Road the following courses and distances: South 66 degrees 40 minutes 56 seconds West a distance of 410.32 feet to a point; South 69 degrees 29 minutes 33 seconds West a distance of 243.95 feet to a point, which point is the POINT OF BEGINNING.

The above-described property containing 3.1860 acres according to plat of survey for City of Roswell by Bates-Long & Associates, dated July 31, 2014 and revised August 26, 2014.

The above-described property is the same property conveyed by a warranty deed from Mimms Investments, a Georgia general partnership, to King's Market, LLC, a Georgia limited liability company, dated September 15, 2009, and recorded in Deed Book 48375, Page 281, Fulton County, Georgia Deed Records.

EXHIBIT "B"

DESCRIPTION OF PROPERTY B

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BEGINNING at a pk nail set at the intersection of the Easterly right of way line of North Atlanta Street (variable right of way) and the Southerly right of way line of Sloan Street (variable right of way); thence along said Southerly right of way line of Sloan Street South 84 degrees 49 minutes 09 seconds East a distance of 310.06 feet to a 5/8-inch rebar set; thence leaving said right of way South 05 degrees 55 minutes 12 seconds West a distance of 156.15 feet to a 5/8-inch rebar set; thence North 84 degrees 07 minutes 13 seconds West a distance of 90.00 feet to a 1/2-inch rebar found; thence North 02 degrees 05 minutes 54 seconds East a distance of 110.33 feet to a pk nail set; thence North 84 degrees 04 minutes 19 seconds West a distance of 212.00 feet to a building corner located on the Easterly right of way line of North Atlanta Street; thence along said Easterly right of way North 04 degrees 59 minutes 41 seconds East a distance of 42.11 feet to a pk nail set and the POINT OF BEGINNING.

Said tract of land contains 0.55 acres.

## EXHIBIT "C"

### DESCRIPTION OF EASEMENT AREA

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COMMENCING at a pk nail set at the intersection of the Easterly right of way line of North Atlanta Street (variable right of way) and the Southerly right of way line of Sloan Street (variable right of way); thence along said Southerly right of way South 84 degrees 49 minutes 09 seconds East, a distance of 112.18 feet to a point and the POINT OF BEGINNING, thence from said POINT OF BEGINNING, South 84 degrees 49 minutes 09 seconds East a distance of 42.82 feet to a point; thence South 84 degrees 49 minutes 09 seconds East a distance of 54.70 feet to a point; thence South 84 degrees 49 minutes 09 seconds East a distance of 100.36 feet to a point; thence South 05 degrees 55 minutes 12 seconds West a distance of 5.94 feet to a point; thence North 85 degrees 38 minutes 19 seconds West a distance of 0.40 feet to a point; thence South 62 degrees 59 minutes 15 seconds West a distance of 4.34 feet to a point; thence North 84 degrees 20 minutes 46 seconds West a distance of 0.82 feet to a point; thence North 05 degrees 39 minutes 14 seconds East a distance of 1.91 feet to a point; thence North 84 degrees 42 minutes 30 seconds West a distance of 28.44 feet to a point; thence South 13 degrees 32 minutes 30 seconds West a distance of 3.35 feet to a point; thence South 24 degrees 31 minutes 53 seconds West a distance of 2.91 feet to a point; thence North 52 degrees 21 minutes 47 seconds West a distance of 12.14 feet to a point; thence North 84 degrees 40 minutes 42 seconds West a distance of 44.31 feet to a point; thence South 41 degrees 19 minutes 13 seconds West a distance of 2.03 feet to a point; thence South 08 degrees 12 minutes 34 seconds West a distance of 21.16 feet to a point; thence North 75 degrees 52 minutes 21 seconds West a distance of 25.29 feet to a point; thence North 42 degrees 42 minutes 16 seconds East a distance of 3.85 feet to a point; thence North 08 degrees 00 minutes 44 seconds East a distance of 13.43 feet to a point; thence North 51 degrees 55 minutes 17 seconds West a distance of 4.01 feet to a point; thence North 84 degrees 54 minutes 58 seconds West a distance of 34.17 feet to a point; thence South 50 degrees 50 minutes 06 seconds West a distance of 3.07 feet to a point; thence South 05 degrees 50 minutes 31 seconds West a distance of 8.43 feet to a point; thence North 49 degrees 37 minutes 47 seconds West a distance of 8.37 feet to a point; thence North 43 degrees 59 minutes 04 seconds West a distance of 3.37 feet to a point; thence North 13 degrees 08 minutes 32 seconds West a distance of 3.27 feet to a point; thence North 84 degrees 39 minutes 37 seconds West a distance of 32.55 feet to a point; thence North 21 degrees 19 minutes 00 seconds West a distance of 2.15 feet to a point; thence North 00 degrees 36 minutes 29 seconds West a distance of 4.41 feet to a point; said point being the POINT OF BEGINNING.

Said tract of land contains 1794 Square Feet, 0.041 Acres.