

**FIRST AMENDMENT TO AGREEMENT FOR
PARKING LOT MANAGEMENT SERVICES**

THIS FIRST AMENDMENT AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES (this "Amendment") is made as of the 31st day of August 2015 by and between Village Bar Incorporated, a Georgia corporation ("Village Bar") and Executive Parking Systems, Inc., a Georgia corporation ("EPS") (the foregoing are sometimes referred to individually as a "Party" or collectively as the "Parties"). Except as otherwise indicated, capitalized terms used herein shall have the meaning given such terms in the Agreement (defined below).

WHEREAS, Village Bar and EPS are parties to that certain Agreement for Parking Lot Management Services dated December 31, 2014; and

WHEREAS, the Parties desire to amend the Agreement for Parking Lot Management Services as set forth below; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, and the mutual covenants and benefits flowing among the parties, incorporating the foregoing recitals, Village Bar and EPS agree as follows:

I. The Agreement for Parking Lot Management Services is amended as follows:

Section 1(A) is amended by deleting the first sentence from Section 1(A) and replacing it with the following language:

"EPS possesses the exclusive right and authority to manage a total of fifty three (53) parking spaces located at 3210 Roswell Road, Atlanta, Georgia 30305 (hereinafter, the "Parking Area") from 5:00 PM until 7:00 AM Sunday through Saturday. EPS hereby agrees to provide forty six (46) parking spaces in the Parking Area to be used exclusively by Village Bar from 5:00 PM until 7:00 AM Sunday through Saturday according to the terms of this Agreement."

Section 3(D) is amended by deleting the phrase "thirty three (33)" from Section 3(D) and replacing it with the phrase "forty six (46)."

Section 4 (C) is amended by deleting the phrase "thirty three (33)" from Section 4(C) and replacing it with the phrase "forty six (46)"


Section 4(C) is further amended by deleting the phrase "5:00 pm to 7:00 am" and replacing it with the phrase "8:00 pm to 7:00 am."

[Signatures on Following Page]

Village Bar Incorporated
a Georgia corporation

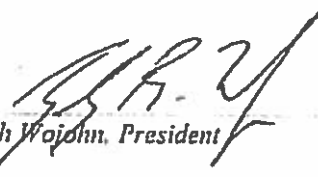
By: 
Marshall Whidby, Secretary

Sworn to and subscribed before
This 15th day of August 2015

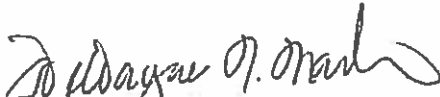

Notary Public

DeWayne N Martin
Notary Public, Fulton County, GA
My Commission Expires December 26, 2017

Executive Parking Systems, Inc.
a Georgia corporation

By: 
Zach Wojohn, President

Sworn to and subscribed before
This 15th day of August 2015


Notary Public


DeWayne N Martin
Notary Public, Fulton County, GA
My Commission Expires December 26, 2017

CONSENT OF PROPERTY OWNER

The undersigned as the owner of the property known as 3210 Roswell Road, Atlanta, Georgia (the "Property") hereby consents to the use of forty six (46) parking spaces on the Property by Executive Parking Systems, Inc. for the purpose of parking for patrons of Lost Dog Tavern Monday - Saturday, from 8:00 pm - 7:00 am.


Property Owner

Sworn to and subscribed before
This 17th day of April 2015


Notary Public

DeWayne N Martin
Notary Public, Fulton County, GA
My Commission Expires December 28, 2017

ERW

Exhibit "A"

Legal DescriptionTRACT I:

All that tract or parcel of land lying and being in Land Lot 99 of the 17th District of Fulton County, Georgia, more fully described as follows:

BEGINNING at a point on the western side of Roswell Road two hundred fifty-four feet (254') north of Irby Avenue, running northerly along the western side of Roswell Road twenty-five feet (25'); thence west two hundred sixty-three and sixty-one hundredths feet (263.61'); thence south twenty-five feet (25'); thence east two hundred sixty-two and three-tenths feet (262.3') to Roswell Road at the point of beginning. This according to plat by Gordon Nalley C. E. dated December 13, 1945.

TRACT II:

All that tract or parcel of land lying and being in Land Lot 99 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

Commencing at a point one hundred sixty-three and sixty-one one-hundredths feet (163.61') west of an iron pin located on the west side of Roswell Road, which iron pin is two hundred sixty-nine feet (279') north from the northwest intersection of Irby Street and Roswell Road; running thence west one hundred feet (100') to a point; running thence north twenty-five (25') to a point; running thence east one hundred feet (100') to a point; running thence south twenty-five (25') to the point of beginning, and being the extreme rear one hundred feet (100') of the property known as 3184 Roswell Road, Fulton County, Georgia.

TRACT III:

All that tract or parcel of land lying and being in Land Lot 99 of the 17th District, Fulton County, Georgia being more particularly described as follows:

To find the point of beginning, start at a point on the westerly side of Roswell Road 204 feet northerly along said road from the intersection formed by the westerly side of Roswell Road and the northerly side of Irby Avenue, said point also being the northeasterly corner of property now or formerly owned by Instructo-Graphic Films, Inc.; running thence westerly along the northerly line of said Instructo-Graphic property, and continuing westerly along the northerly line of property now or formerly owned by Catherine C. Symmes, 170 feet to an iron pin on the westerly side of a 15-foot alley, which said pin is the point of beginning; and from said POINT OF BEGINNING thus established, running thence westerly along the northerly line of the aforesaid Symmes property, 93.4 feet to an iron pin found on the easterly line of the property now or formerly owned by Dorothy M. Alexander and Mary Lee Smith; thence northerly along the easterly line of the said Alexander and Smith property, 25 feet to an iron pin found at the southwesterly corner of the property now owned by Robert W. Burns; thence easterly along the southerly line of the said Burns property, 93.6 feet to an iron pin on the westerly side of a 15-foot alley; thence southerly along the westerly side of said alley, 25 feet to an iron pin on the northerly line of the aforesaid Symmes property and the point of beginning; as more particularly shown on a survey and plat made by Shirey, Nelson and Associates,

Deed Book 49471 Pg 188
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Registered Surveyors, dated January 4, 1966.

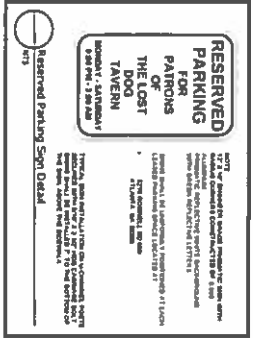
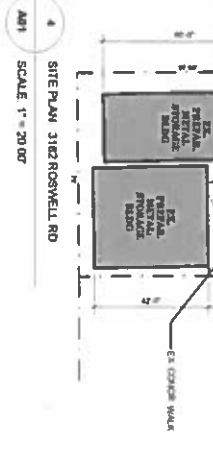
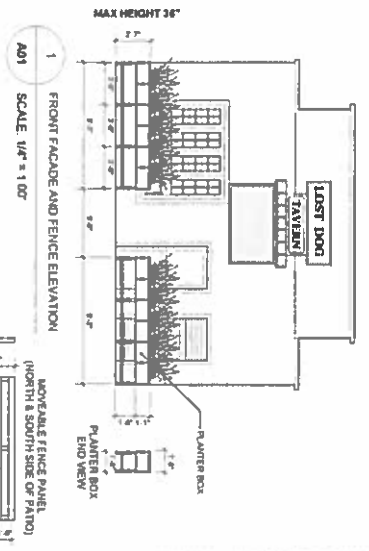
TOGETHER WITH all rights of Grantor arising under the following:

1. Ingress and Egress Easement by and between Dr. Robert W. Burns and C. O. Cates, Sr., dated December 6, 1948, filed for record December 8, 1948, recorded in Deed Book 2384, page 369, Fulton County, Georgia records;
2. Easement Agreement by and between C. O. Cates, Sr., and Dr. Robert W. Burns, dated December 6, 1948, filed for record December 8, 1948, recorded in Deed Book 2384, page 370, aforesaid records;
3. Easement reserved in Warranty Deed between C. O. Cates, Jr., and Dr. Robert W. Burns, dated December 6, 1948, filed for record December 8, 1948, recorded in Deed Book 2425, page 307, aforesaid records;
4. Easement reserved in Quit-Claim Deed between C. O. Cates, Sr., and Dr. Robert W. Burns, dated August 2, 1950, filed for record October 23, 1950, recorded in Deed Book 2575, page 184, aforesaid records;
5. Easement by and between Dr. Robert W. Burns and C. O. Cates, Sr., dated July 28, 1950, filed for record October 23, 1950, recorded in Deed Book 2576, page 48, aforesaid records;
6. Easement between C. O. Cates, Sr., and Dr. Robert W. Burns, dated April 23, 1958, filed for record April 29, 1958, recorded at Deed Book 3326, page 207, aforesaid records;
7. Easement contained in Warranty Deed between Goodwyn Cates and Catherine C. Symmes, dated January 14, 1966, filed for record January 19, 1966, recorded in Deed Book 4540, page 338, aforesaid records;

LRM

CSM

PARKING REQUIREMENTS	
BUILDING FLOOR AREA:	2325 SF
COVERED BAR & PATIO AREA:	1320 SF
TOTAL COVERED AREA:	3645 SF
1 SPACE PER 75 SF OF FLOOR AREA =	48 SPACES
MAXIMUM OF 48 SPACES	
ACCESSORY OUTDOOR AREA:	2298 SF
1 SPACE PER 600 SF OF FLOOR AREA =	4 SPACES
MAXIMUM OF 4 SPACES	
TOTAL MAX. # OF SPACES	53
75% OF THE MAX. # OF SPACES = MIN. # OF SPACES (53 X .75 = 40 SPACES)	
ON-SITE SPACES PROVIDED:	2
OFF-SITE SPACES PROVIDED:	48
TOTAL # OF SPACES PROVIDED:	50
TOTAL SPACES WITHIN 600' OF 3182 ROSWELL RD NW=	48



PROPERTY:
3182 ROSWELL RD NW
ATLANTA, GEORGIA 30305
FULTON COUNTY
PARCEL ID: 1708990021036
LAND LOT: 99, 17TH DISTRICT
ZONING: SP-19 SAZ
0.2816 ACRES

3182 ROSWELL RD

The following businesses occupy retail space at 3182 Roswell Road (NE, Atlanta, Georgia):
 Dairy Cresters
 Bruckard Hill & Tea Spa
 Traditions In The
 Armstrong Plaza
 Bruckard Diamond Washworks
 Service Process
 Data Orszak Juice

Operating hours - 7:00AM - 4:00PM (SA), 8:00AM - 4:00PM (SU)
 Operating hours - 10:00AM - 11:00PM (M-F), 11:00AM - 1:00PM (SA), 11:00AM - 1:00PM (SU)
 Operating hours - 9:00AM - 5:00PM (M-F)
 Operating hours - 7:00AM - 5:00PM (M-F), 9:00AM - 1:00PM (SA), 9:00AM - 1:00PM (SU)
 Operating hours - Newark (M-F), 10:00AM - 4:00PM (SA), 10:00AM - 4:00PM (SU)
 Operating hours - 8:00AM - 5:00PM (M-F), 9:00AM - 4:00PM (SA)

DRAWN BY: TH
DESCRIPTION: PARKING PLAN, SITE PLAN

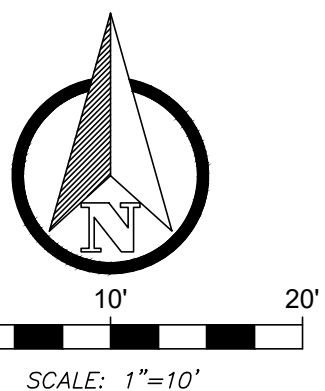
PROJECT NO.: 0915_384
PROJECT: LOST DOG TAVERN

ISSUE: 10.29.15
REVISED: 02.20.16
11.02.15 CORRECTED PARKING REQUIREMENTS
11.21.15 CORRECTED FRONT FENCE TO MEET CODE

CLIENT: LOST DOG TAVERN
3182 ROSWELL RD NW
ATLANTA, GA 30305
Tel: 404.254.2241
CONTACT: MARSHALL WHITBY
EMAIL: marshallwhitby@gmail.com

HARVEY DESIGN GROUP, INC.
LANDSCAPE ARCHITECTURE, CONSULTATION & PROJECT MANAGEMENT
274 HARVEY DRIVE
MCDONOUGH, GA 30054
P: 404.425.2282
E: HARVEYDESIGNGROUP@GMAIL.COM





"ROAD BRITANNIA, LTD"
3 STORY BLOCK

LINE	BEARING	DISTANCE
L1	S00°23'04"E	25.04'
L2	S89°37'45"E	6.74'
L3	S00°51'35"E	25.16'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	783.45'	25.00'	25.00'	S03°30'05"W

NOTE: ELECTRIC, GAS, TELECOM, AND WATER TO BE FED THROUGH EXISTING RESTAURANT BUILDING.
NOTE: NO PROPOSED IMPROVEMENTS ALONG THE STREET FRONTAGE.

SITE DATA	
LOCAL JURISDICTION	CITY OF ATLANTA
PARCEL ID	17 009900021036
ZONING CLASSIFICATION	SPI-9 SA2
NPU	B
NET LOT AREA	0.26 AC (11,379 SF)
GROSS LOT AREA	12,129 SF
FAR ALLOWED	8.2
FAR PROPOSED	0.97
BUILDING AREA	11,774 SF
FENESTRATION (STREET)	65% MIN. REQUIRED
FENESTRATION (STREET)	95% PROVIDED
PARKING PROVIDED ON SITE	29

PARKING SUMMARY:
 • MAXIMUM ALLOWED: 1/300 SF = 39 SPACES
 • MINIMUM REQUIRED: 75% OF MAX ALLOWED = 29 SPACES
 • 46 ADDITIONAL PARKING SPACES PROVIDED OFF-SITE PER LEGAL AGREEMENT.



CONTINIO GROUP
755 COMMERCE DRIVE
SUITE 800
DECATUR, GA 30030
770.335.9403
www.fcgroup.com



Pate Design Group
INTERIORS | ARCHITECTURE | PLANNING
4180 ABBOTTS BRIDGE ROAD
SUITE 200
ALPHARETTA, GA 30009
770.770.0888
FAX 770.770.0888

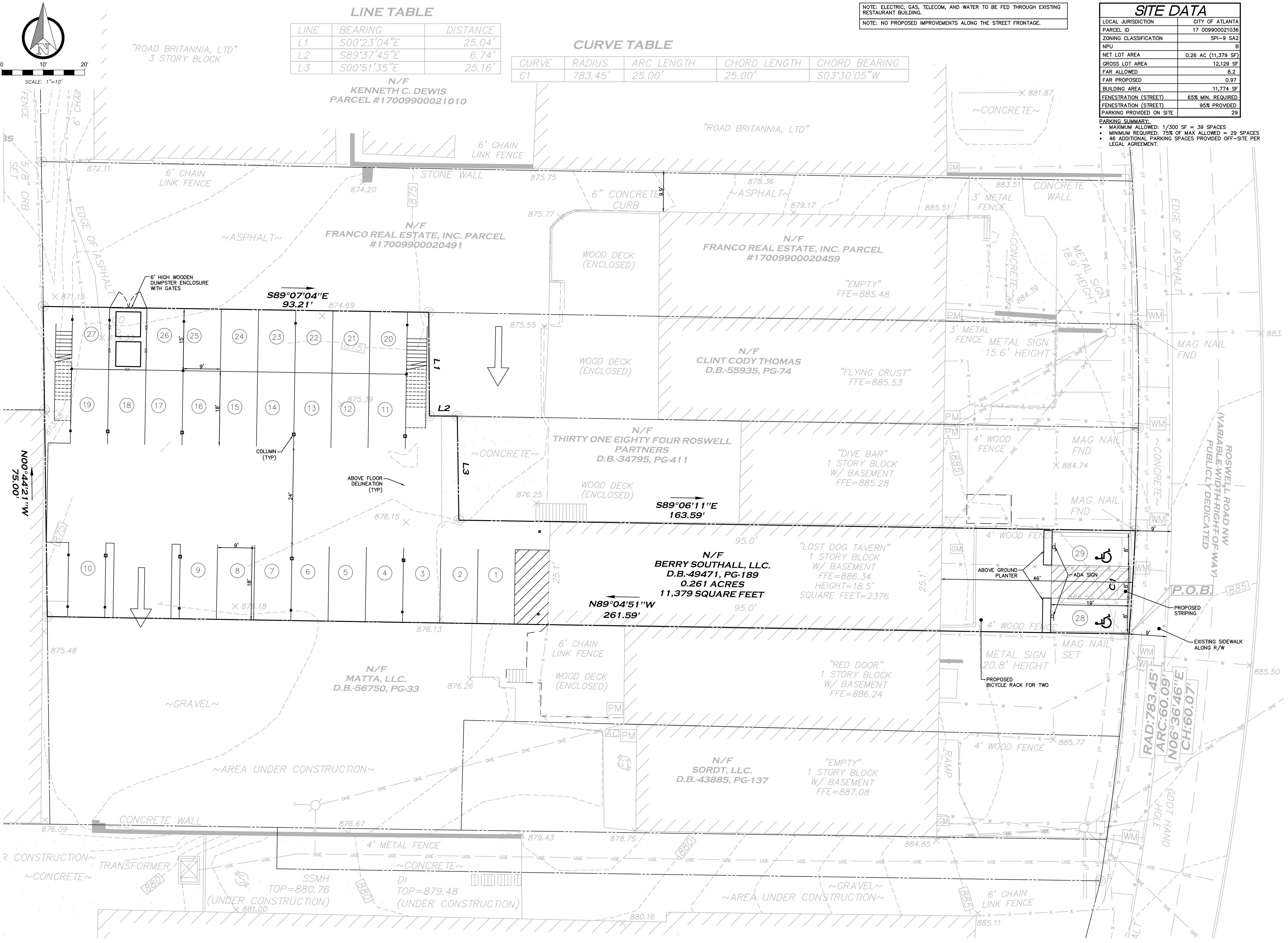
**SOUTHERN CRAFT
KITCHEN & TAP**
ISSUED FOR: CONSTRUCTION
JURISDICTION: CITY OF ATLANTA
LOCATION: 3182 ROSWELL ROAD,
ATLANTA, GA 30305

#	DATE	REVISIONS

DRAWN: JPD	CHECK: BHR
JOB NO: 18-177	DATE: 09/28/20

**SITE, GRADE,
& UTILITY**
SHEET **C200**

C:\USERS\CONTINIO\PROJECTS\CONTINIO-MASTER\CONTINIO-MASTER\PROJECTS\2018\18-177 - LOST DOG TAVERN\DWG



These drawings were prepared by the undersigned professional engineer in accordance with the provisions of the Georgia Professional Engineers Act. The undersigned professional engineer is not responsible for any errors or omissions in these drawings or for any consequences arising therefrom. The undersigned professional engineer is not responsible for any consequences arising from the use of these drawings for any purpose other than that intended by the undersigned professional engineer. The undersigned professional engineer is not responsible for any consequences arising from the use of these drawings for any purpose other than that intended by the undersigned professional engineer.

*James R. Fortune, Jr.
*William M. Dallas III
*Stephanie W. Windham

*AV Preeminent®
Martindale-Hubbell®
Peer Review Rating™

BECK, OWEN & MURRAY

Attorneys at Law
www.beckowen.com
swindham@beckowen.com

Charles D. Jones
Janice M. Wallace
Karl P. Broder
Richard A. McCall
Janet L. Vickers

October 1, 2019

Berry-Southall, LLC
3182 Roswell Road NW
Atlanta, Georgia 30305

RE: Property located at 3178, 3180, 3182, 3184, 3186 and 3188 Roswell Road NW, Atlanta, Fulton County, Georgia

Dear Mr. Berry:

We have examined title to the above-referenced properties at your request, and after a careful examination of the pertinent records as correctly indexed in Fulton County, Georgia, affecting title to the property described on the attached Exhibit "A", we certify that record title is vested as follows:

- I. **3178 Roswell Road NW: LMV Rio Bravo Holdings, LP, a Delaware limited partnership and LMV Rio Bravo Holdings, LP, SoRDT, LLC, a Georgia limited liability company and Mack Brown as to the 10-foot access strip**
- II. **3180 Roswell Road NW: Matta, LLC, a Georgia limited liability company**
- III. **3182 Roswell Road NW: Berry-Southall, LLC, a Georgia limited liability company**
- IV. **3184 Roswell Road NW: 3184 Roswell Partners, a Georgia general partnership**
- V. **3186 Roswell Road NW: Clint Cody Thomas, as Conservator of the Estate of Naomi Joan Thomas aka N. Joan Thomas**
- VI. **3188 Roswell Road NW: Franco Real Estate, Inc., a Georgia corporation**

subject, however, to the exceptions and conditions hereinafter set out:

1. All unrecorded facts, conditions and defects affecting the described property. All recorded facts, conditions or defects affecting captioned property not appearing of record in Fulton County, Georgia. We expressly do not certify the dimensions of the described property, not to the boundaries thereof, nor the existence or location of any improvements thereon,

nor do we certify to the accuracy of any plat referred to in the caption description, nor to the absence of any easements, encroachments or physical conditions which could be discovered by an accurate survey or by physical inspection of said property. Any forgery in the chain of title and any errors made from improper indexing, filing and recording.

2. All rights, if any, of persons who may be in possession of all or any part of the captioned property under claims not appearing of record, or any defects not apparent of record.
3. Incapacities of any grantor or grantee in the chain of title not appearing of record.
4. Any lien for labor performed or materials furnished or architectural services rendered in the improvement of the captioned property within the past ninety days.
5. The operation and effect of all pertinent zoning ordinances or building restrictions in effect in Fulton County, Georgia, affecting said property.
6. Claims or interests acquired through bankruptcy proceedings and/or any defects in title arising out of bankruptcy proceedings, notice of which is unrecorded in the office of the Clerk of the Superior Court.
7. Applicable provisions of the Consumer Credit Protective Act, approved May 29, 1968, and regulations thereof.
8. All existing easements and right-of-ways.
9. Abstractor excepts to any claim arising out of any past, present or future violation of any federal, state or local environmental protection statutes or solid waste disposal statutes.
10. Any assessments for paving or other assessments, and any charges or assessments for water, sewer, garbage, or other utilities or services affecting or relating to The Land.
11. Any utility bills, including but not limited to, water, sewer, sanitation and garbage which are not shown as existing liens in the Public Records. No certification is made or opinion rendered establishing that the property herein described is free of or is affected by hazardous waste.
12. Any prior reservation or conveyance, lease or grant of mineral rights of every kind, included but not limited to oil, gas, sand and gravel.
13. We do not guarantee that there are or are not any merchantable minerals in or under the insured property.
14. Rights of adjoining property owners in and to any and all party walls.
15. Rights of Tenants in possession, as tenants only, resulting from any unrecorded leases and/or occupancy agreements of the premises, if any, and/or the lands of the insured property herein described.
16. No insurance is afforded as to the exact amount of acreage or square footage contained in the property described herein.

As to 3178 Roswell Road NW by virtue of Limited Warranty Deed by and between SoRDT, LLC, a Georgia limited liability company and LMV Rio Bravo Holdings, LP, a Delaware limited partnership, dated as of May 9, 2018, filed for record May 10, 2018 at 12:57 p.m., recorded in Deed Book 58758, Page 16, Fulton County, Georgia Records. (IN RE: Undivided Interest in the 10-foot Access Strip), and by virtue of Warranty Deed between Mack Brown, an individual and SoRDT, LLC, a Georgia limited liability company, dated as of November 10, 2006, filed for record November 15, 2006 at 12:59 p.m., recorded in Deed Book 43885, Page 137, aforesaid Records, and by virtue of Quitclaim Deed between Robert W. Burns and Mack Brown, dated December 15, 1987, filed for record January 5, 1988 at 10:45 a.m., recorded in Deed Book 11267, Page 334, aforesaid Records, and by virtue of Quitclaim Deed between Southeastern PVC Pipe MFG, Inc., a Delaware corporation and LMV Rio Bravo Holdings, LP, a Delaware limited partnership, dated January 16, 2018, filed for record January 25, 2018 at 12:49 p.m., recorded in Deed Book 58388, Page 461, aforesaid Records, and by virtue of Limited Warranty Deed between Southeastern PVC Pipe MFG, Inc., a Delaware corporation and LMV Rio Bravo Holdings, LP, a Delaware limited partnership, dated January 16, 2018, filed for record January 25, 2018 at 12:49 p.m., recorded in Deed Book 58388, Page 457, aforesaid Records.

1. Deed to Secure Debt by and between SoRDT, LLC, a Georgia limited liability company and Mack Brown, an individual, in the original amount of \$375,000.00, dated as of November 10, 2006, filed for record November 15, 2006 at 12:59 p.m., recorded in Deed Book 43885, Page 139, aforesaid Records; **as affected by Partial Quitclaim Release Deed** from Mack Brown, an individual resident to SoRDT, LLC, a Georgia limited liability company, dated as of April 20, 2017, filed for record May 10, 2018 at 12:57 p.m., recorded in Deed Book 58758, Page 22, aforesaid Records.
2. There may be on-going construction on the Land, as evidenced by the filing of a Notice of Commencement, in favor of Hoar Construction, LLC for the benefit of LMV Rio Bravo Holdings, LP dated May 14, 2018, filed May 14, 2018 at 1:26 p.m., and recorded in Book 4159, Page 740, aforesaid Records.
3. Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing by LMV Rio Bravo Holdings, LP, a Delaware limited partnership for the benefit of Santander Bank, N.A., a national banking association, in the original amount of \$58,700,000.00, dated as of May 9, 2018, filed for record May 10, 2018 at 12:57 p.m., recorded in Deed Book 58758, Page 25, aforesaid Records. Release of Assignment of Leases and Rents by LMV Rio Bravo Holdings, LP, a Delaware limited partnership, as Assignor, to Santander Bank, N.A., a national banking association, as Assignee, dated as of May 9, 2018, filed for record May 10, 2018 at 12:57 p.m., recorded in Deed Book 58758, Page 62, aforesaid Records.
4. U.C.C. Financing Statement reflecting LMV Rio Bravo Holdings, LP, as Debtor, and Santander Bank, N.A., as Secured Party, filed for record May 10, 2018 at 12:57 p.m., recorded in Deed Book 58758, Page 77, aforesaid Records.
5. **Driveway Easement** contained in Warranty Deed, dated January 12, 1948, filed for record February 24, 1948 at 3:58 p.m., recorded in **Deed Book 2146, Page 257**, aforesaid Records. **This is the mutual or party driveway easement for properties at 3178, 3180, 3182 and 3184 Roswell Road.**

6. **Easement Agreement** by and between Mrs. Louise Jones Woodward & J. Verlyn Booth and Harry N. Kaflon, G. E. McCleary & John M. Fain, dated January 15, 1949, recorded in **Deed Book 2390, Page 448**, aforesaid Records.
7. Easement from Southeastern PVC Pipe MFG, Inc. by Sanford H. Orkin to the Georgia Power Company, dated February 1988, filed for record April 1, 1988 at 12:30 p.m., recorded in Deed Book 11421, Page 215, aforesaid Records.
8. Stormwater Management Facility Inspection and Maintenance/Indemnification Agreement by LMV Rio Bravo Holdings, LP, dated January 3, 2018, filed for record January 22, 2018 at 9:59 a.m., recorded in Deed Book 58371, Page 680, aforesaid Records.
9. Temporary Construction Easement Agreement by and among LMV Rio Bravo Holdings, LP, a Delaware limited partnership and SoRDT, LLC, a Georgia limited liability company, dated as of January 15, 2018, filed for record January 25, 2018 at 12:49 p.m., recorded in Deed Book 58388, Page 465, aforesaid Records.
10. Temporary Construction Easement Agreement by and among LMV Rio Bravo Holdings, LP, a Delaware limited partnership and Matta, LLC, a Georgia limited liability company, Elias J. Shamatta, Trustee of the Amy Shamatta Share of the Peter J. Shamatta Irrevocable Trust, dated March 25, 1996, Elias J. Shamatta, Trustee of the Joseph Shamatta Share of the Peter J. Shamatta Irrevocable Trust, dated March 25, 1996, and Elias J. Shamatta, Trustee of the Toffee Shamatta Share of the Peter J. Shamatta Irrevocable Trust, dated March 25, 1996, dated as of January 15, 2018, filed for record January 25, 2018 at 12:49 p.m., recorded in Deed Book 58388, Page 475, aforesaid Records.
11. Temporary Construction Easement Agreement by and among LMV Rio Bravo Holdings, LP, a Delaware limited partnership and Mitchell V. Brannen, a resident, dated as of January 12, 2018, filed for record January 25, 2018 at 12:49 p.m., recorded in Deed Book 58388, page 487, aforesaid Records.
12. Temporary Construction Easement Agreement by and among LMV Rio Bravo Holdings, LP, a Delaware limited partnership and 3184 Roswell Partners, LLP, a Georgia limited liability partnership, dated as of February 16, 2018, filed for record February 23, 2018 at 5:00 p.m., recorded in Deed Book 58489, Page 499, aforesaid Records.
- 13. Temporary Driveway Closure Agreement by and between LMV Rio Bravo Holdings, LP, a Delaware limited partnership and Berry-Southall, LLC, a Georgia limited liability company, dated as of May 3, 2018, filed for record May 14, 2018 at 1:26 p.m., recorded in Deed Book 58768, Page 320, aforesaid Records. NOTE: THIS AGREEMENT REFERENCES THE INTEREST OF BERRY-SOUTHALL, LLC IN THAT EASEMENT CONTAINED IN THE WARRANTY DEED RECORDED IN DEED BOOK 2146, PAGE 257, AFORESAID RECORDS.**
14. Easement contained in Deed, filed for record February 6, 1958, recorded in Deed Book 3299, Page 411, aforesaid Records. Easement contained in Warranty Deed between Bartle A. Bates and P. W. Tribble and Mack Brown, dated June 1, 1984, filed for record June 1, 1984 at 10:04 a.m., recorded in Deed Book 8999, Page 444, aforesaid Records.
15. Easement and Conditions reserved in Limited Warranty Deed by and between SoRDT,

LLC, a Georgia limited liability company and LMV Rio Bravo Holdings, LP, a Delaware limited partnership, dated as of May 9, 2018, filed for record May 10, 2018 at 12:57 p.m., recorded in Deed Book 58758, Page 16, aforesaid Records.

As to 3180 Roswell Road NW by virtue of Quitclaim Deed between Steven E. Shamatta, Elias J. Shamatta, individually and Elias J. Shamatta, Trustee of The Peter J. Shamatta Family Irrevocable Trust and Matta, LLC, a Georgia limited liability company, dated October 1, 2016, filed for record October 13, 2016 at 9:11 a.m., recorded in Deed Book 56750, Page 33, aforesaid Records, and by virtue of Limited Warranty Deed between Steven E. Shamatta, Elias J. Shamatta, individually and Elias J. Shamatta, Trustee of The Peter J. Shamatta Family Irrevocable Trust and Matta, LLC, a Georgia limited liability company, dated October 1, 2016, filed for record October 13, 2016 at 9:11 a.m., recorded in Deed Book 56750, Page 29, aforesaid Records.

1. Deed to Secure Debt and Security Agreement by and between Steven E. Shamatta, Elias J. Shamatta, Elias J. Shamatta, Trustee of the Amy Shamatta Share of the Peter J. Shamatta Family Irrevocable Trust, dated March 25, 1996, Elias J. Shamatta, Trustee of the Joseph Shamatta Share of the Peter J. Shamatta Family Irrevocable Trust, dated March 25, 1996, and Elias J. Shamatta, Trustee of the Toffee Shamatta Share of the Peter J. Shamatta Trust, dated March 25, 1996 and Resurgens Bank, in the original amount of \$1,100,000.00, dated as of July 1, 2016, filed for record July 7, 2016 at 8:50 a.m., recorded in Deed Book 56363, Page 171, Fulton County, Georgia Records.
2. Assignment of Leases and Rents by and between Steven E. Shamatta, Elias J. Shamatta, Elias J. Shamatta, Trustee of the Amy Shamatta Share of the Peter J. Shamatta Family Irrevocable Trust, dated March 25, 1996, Elias J. Shamatta, Trustee of the Joseph Shamatta Share of the Peter J. Shamatta Family Irrevocable Trust, dated March 25, 1996, and Elias J. Shamatta, Trustee of the Toffee Shamatta Share of the Peter J. Shamatta Trust, dated March 25, 1996, as Assignor, and Resurgens Bank, as Assignee, dated as of July 1, 2016, filed for record July 7, 2016 at 8:50 a.m., recorded in Deed Book 56363, Page 200, aforesaid Records.
3. U.C.C. Financing Statement reflecting Steven E. Shamatta, Elias J. Shamatta, Elias J. Shamatta, Trustee, as Debtor, and Resurgens Bank, as Secured Party, filed for record July 7, 2016 at 8:50 a.m., recorded in Deed Book 56363, Page 213, aforesaid Records.
4. U.C.C. Financing Statement File No. 060-2016-05790, reflecting Steven E. Shamatta, Elias J. Shamatta, Elias J. Shamatta, Trustee, as Debtor, and Resurgens Bank, as Secured Party, filed for record July 7, 2016 at 8:50 a.m., recorded in Public Records of Fulton County, Georgia and entered into the Central Indexing System of the State of Georgia.
5. All matters shown on plat recorded in Plat Book 32, Page 57, Fulton County, Georgia Records.
6. All matters shown on plat recorded in Plat Book 256, Page 76, aforesaid Records.
7. All matters shown on plat recorded in Plat Book 341, Page 29, aforesaid Records.
8. **Easement Agreement** by and between Berry-Southall, LLC and Steven E. Shamatta, dated April 2017, filed for record July 10, 2017 at 9:33 a.m., recorded in **Deed Book 57680, Page 627**, aforesaid Records.

9. Temporary Construction Easement Agreement by and among LMV Rio Bravo Holdings, LP, a Delaware limited partnership and SoRDT, LLC, a Georgia limited liability company, dated as of January 15, 2018, filed for record January 25, 2018 at 12:49 p.m., recorded in Deed Book 58388, Page 465, aforesaid Records.
10. Easement Agreement contained in Warranty Deed between 3180 Roswell Associates, a Georgia general partnership and William Davis, an individual, dated May 27, 1997, filed or record June 9, 1997 at 8:30 a.m., recorded in Deed Book 22737, Page 56, aforesaid Records.
11. Easement Agreement by and between Mrs. Louise Jones Woodward & J. Verlyn Booth and Harry N. Kafon, G. E. McCleary & John M. Fain, dated January 15, 1949, recorded in Deed Book 2390, Page 448, aforesaid Records. This is the easement to the south, beginning 194 feet from the intersection of Roswell Road and Irby Avenue, being 10 feet by 200 feet.
12. Easement Agreement by and between Harry N. Kafon, G. E. McCleary and John M. Fain, et al., dated January 15, 1949, recorded in Deed Book 2390, Page 449, aforesaid Records.
13. Driveway Easement contained in Warranty Deed, dated January 12, 1948, filed for record February 24, 1948 at 3:58 p.m., recorded in Deed Book 2146, Page 257, aforesaid Records. This is the mutual or party driveway easement for properties at 3178, 3180, 3182 and 3184 Roswell Road.

As to 3182 Roswell Road NW by virtue of Quitclaim Deed between 3182 Roswell Road HM, LLC, a Georgia limited liability company and 3182 Roswell Road CM, LLC, a Georgia limited liability company and Berry-Southall, LLC, a Georgia limited liability company, dated October 18, 2010, filed for record October 19, 2010 at 8:46 a.m., recorded in Deed Book 49471, Page 189, aforesaid Records, and by virtue of Limited Warranty Deed by and between 3182 Roswell Road HM, LLC, a Georgia limited liability company and 3182 Roswell Road CM, LLC, a Georgia limited liability company and Berry-Southall, LLC, a Georgia limited liability company, dated as of October 18, 2010, filed for record October 19, 2010 at 8:46 a.m., recorded in Deed Book 49471, Page 185, aforesaid Records.

1. Tax fi. fa. for the year 2018, reported as amounting to the sum of \$613.63, plus penalties, costs and interest, recorded in Lien Book 4503, Page 660, aforesaid Records; **as assigned by** Assignment of Fieri Facias to Investa Services, LLC, Servicer for Christiana Trust, Custodian for GSRAN-Z, filed for record May 14, 2019 at 9:00 a.m., and recorded in Lien Deed 4533, Page 546, aforesaid Records.
2. Ingress and Egress Easement by and between Dr. Robert W. Burns and C. O. Cates, Sr., dated December 6, 1948, filed for record December 8, 1948, recorded in Deed Book 2384, Page 369, aforesaid Records. This describes the 15 feet to the rear of the property adjoining the alley to the north of 3188 Roswell Road.
3. Easement Agreement by and between C. O. Cates, Sr. and Dr. Robert W. Burns, dated December 6, 1948, filed for record December 8, 1948, recorded in Deed Book 2384, Page 370, aforesaid Records. This describes the alley to the north of 3188 Roswell Road.

4. Easement contained in Warranty Deed between C. O. Cates, Jr. and Dr. Robert W. Burns, dated December 6, 1948, filed for record December 8, 1948, recorded in Deed Book 2425, Page 307, aforesaid Records. This describes the 15 feet to the rear of the property adjoining the alley to the north of 3188 Roswell Road.
5. Easement contained in Quitclaim Deed between C. O. Cates, Sr. and Dr. Robert M. Burns, dated August 2, 1950, filed for record October 23, 1950 at 2:05 p.m., recorded in Deed Book 2575, Page 184, aforesaid Records.
6. Easement by and between Dr. Robert W. Burns and C. O. Cates, Sr., dated July 28, 1950, filed for record October 23, 1950 at 10:00 a.m., recorded in Deed Book 2576, Page 48, aforesaid Records. This describes the 15 feet to the rear of the property adjoining the alley to the north of 3188 Roswell Road
7. Easement between C. O. Cates, Sr. and Dr. Robert W. Burns, dated April 23, 1958, filed for record April 29, 1958, recorded at Deed Book 3326, Page 207, aforesaid Records. This describes the easement to the rear of the property on the north side by metes and bounds.
8. Easement contained in Warranty Deed between Goodwyn Cates and Catherine C. Symmes, dated January 14, 1966, filed for record January 19, 1966 at 10:52 a.m., recorded in Deed Book 4540, Page 338, aforesaid Records.
9. Temporary Driveway Closure Agreement by and between LMV Rio Bravo Holdings, LP, a Delaware limited partnership and Berry-Southall, LLC, a Georgia limited liability company, dated as of May 3, 2018, filed for record May 14, 2018 at 1:26 p.m., recorded in Deed Book 58768, Page 320, aforesaid Records. **NOTE: THIS AGREEMENT REFERENCES THE INTEREST OF BERRY-SOUTHALL, LLC IN THAT EASEMENT CONTAINED IN THE WARRANTY DEED RECORDED IN DEED BOOK 2146, PAGE 257, AFORESAID RECORDS.**
10. Driveway Easement contained in Warranty Deed, dated January 12, 1948, filed for record February 24, 1948 at 3:58 p.m., recorded in Deed Book 2146, Page 257, aforesaid Records. This is the mutual or party driveway easement for properties at 3178, 3180, 3182 and 3184 Roswell Road.

As to 3184 Roswell Road NW by virtue of Corrective Deed between 3184 Roswell Partners, a general partnership and 3184 Roswell Partners, LLP, dated March 31, 2003, filed for record April 28, 2003 at 3:15 p.m., recorded in Deed Book 34795, Page 411, aforesaid Records, and by virtue of Limited Warranty Deed between Henry Birnbrey, David F. Birnbrey and Edmund M. Birnbrey and 3184 Roswell Partners, a Georgia general partnership, dated December 23, 1987, filed for record December 23, 1987 at 2:42 p.m., recorded in Deed Book 11251, Page 340, aforesaid Records.

1. Water Utility System Easement by and between 3184 Roswell Partners, LLP and The City of Atlanta, a municipal corporation, dated February 28, 2011, filed for record February 28, 2011 at 2:18 p.m., recorded in Deed Book 49866, Page 661, aforesaid Records.
2. Temporary Construction Easement Agreement by and among LMV Rio Bravo Holdings,

LP, a Delaware limited partnership and 3184 Roswell Partners, LLP, a Georgia limited liability partnership, dated as of February 16, 2018, filed for record February 23, 2018 at 5:00 p.m., recorded in Deed Book 58489, Page 499, aforesaid Records.

3. **Driveway Easement** contained in Warranty Deed, dated January 12, 1948, filed for record February 24, 1948 at 3:58 p.m., recorded in **Deed Book 2146, Page 257**, aforesaid Records. **This is the mutual or party driveway easement for properties at 3178, 3180, 3182 and 3184 Roswell Road.**

As to 3186 Roswell Road NW by virtue of Certificate of Creation of Emergency Conservatorship between Naomi Joan Thomas and Clint Cody Thomas, dated February 26, 2016, filed for record March 14, 2016 at 3:54 p.m., recorded in Deed Book 55935, Page 74, aforesaid Records, and by virtue of Quitclaim Deed between Calvin A. Thomas and N. Joan Thomas, dated October 8, 1991, filed for record January 29, 1992 at 8:39 a.m., recorded in Deed Book 14939, Page 80, aforesaid Records, and By virtue of Quitclaim Deed between Chris Toni Thomas Martin formerly Chris Toni Thomas, Candy Jill Thomas, Clint Cody Thomas and Tammy Thomas and Calvin A. Thomas and N. Joan Thomas, filed for record February 10, 1989 at 8:50 a.m., recorded in Deed Book 12273, Page 332, aforesaid Records.

1. Tax fi. fa. for the year 2015, reported as amounting to the sum of \$6,724.37, plus penalties, costs and interest, recorded in Lien Book 3464, Page 618, aforesaid Records.
2. Homeowners Association lien filed of record February 19, 2008 at 11:56 a.m. by Barrington Community Association, Inc. against Harry Steed and Joan Thomas in the principal amount of \$618.00 Lien Book 858, Page 117, aforesaid Records.
3. Homeowners Association lien filed of record November 20, 2015 at 1:33 p.m. by Barrington Community Association, Inc., a homeowners association against Harry Steed and Joan Thomas in the principal amount of \$1,669.87 Lien Book 3427, Page 523, aforesaid Records.
4. Proof that title owner is not one and the same as defendant of Fieri Facias between Barrington Community Association, Inc. and Harry Steed and Joan Thomas, in the amount of \$4,854.94, dated August 6, 2018, filed on August 13, 2018 at 8:51 a.m. in LIEN Book 4243, Page 592, aforesaid Records.
5. Easement from Calvin A. Thomas and N. Joan Thomas to the Georgia Power Company, dated January 27, 2009, filed for record March 12, 2009 at 9:17 a.m., recorded in Deed Book 47703, Page 586, aforesaid Records.
6. **Easement** by and between Dr. Robert W. Burns and C. O. Cates, Sr., dated July 28, 1950, filed for record October 23, 1950 at 10:00 a.m., recorded in **Deed Book 2576, Page 48**, aforesaid Records.
7. **Easement** between C. O. Cates, Sr. and Dr. Robert W. Burns, dated April 23, 1958, filed for record April 29, 1958, recorded at **Deed Book 3326, Page 207**, aforesaid Records.

8. NOTE: THE DIMENSIONS OF THIS TRACT OF LAND ARE 25 FEET BY 263 FEET, MORE OR LESS, BEGINNING AT A POINT ON THE WESTERN RIGHT

OF WAY OF ROSWELL ROAD, 304 FEET FROM ITS INTERSECTION WITH IRBY AVENUE.

As to 3188 Roswell Road NW by virtue of Limited Warranty Deed between Katie Franco and Franco Real Estate, Inc., a Georgia corporation, dated as of September 1, 1991, filed for record April 10, 1992 at 8:58 a.m., recorded in Deed Book 15217, Page 202, aforesaid Records.

1. Tax fi. fa. for the year 2014, reported as amounting to the sum of \$103.03, plus penalties, costs and interest, recorded in Lien Book 3124, Page 372, aforesaid Records.
2. Temporary Crane Easement Agreement by and between Franco Real Estate, Inc., a Georgia corporation and The Streets of Buckhead Development Co. at Block A, LLC, a Georgia limited liability company, The Streets of Buckhead Development Co. at Block B, LLC, a Georgia limited liability company, The Streets of Buckhead Development Co. at Block C, LLC, a Georgia limited liability company, dated July 2, 2008, filed for record July 14, 2008 at 9:08 a.m., recorded in Deed Book 46976, Page 252, aforesaid Records.
3. **Easement** contained in Warranty Deed between C. O. Cates, Jr. and Dr. Robert W. Burns, dated December 6, 1948, filed for record December 8, 1948, recorded in **Deed Book 2425, Page 307**, aforesaid Records. **This easement is for ingress and egress to a 15-foot strip of land directly in the rear of 3188 Roswell Road as a driveway for vehicular traffic to the building located at 3186 Roswell Road.**
4. **Easement** by and between Dr. Robert W. Burns and C. O. Cates, Sr., dated July 28, 1950, filed for record October 23, 1950 at 10:00 a.m., recorded in **Deed Book 2576, Page 48**, aforesaid Records.
5. **Ingress and Egress Easement** by and between Dr. Robert W. Burns and C. O. Cates, Sr., dated December 6, 1948, filed for record December 8, 1948, recorded in **Deed Book 2384, Page 369**, aforesaid Records.
6. **Easement Agreement** by and between C. O. Cates, Sr. and Dr. Robert W. Burns, dated December 6, 1948, filed for record December 8, 1948, recorded in **Deed Book 2384, Page 370**, aforesaid Records. **This easement is a 15 foot strip to the north of and adjacent to 3188 Roswell Road from Roswell Road for ingress and egress.**
7. **NOTE: THE DIMENSIONS OF THIS TRACT OF LAND ARE 25 FEET BY 275 FEET, MORE OR LESS, BEGINNING AT A POINT ON THE WESTERN RIGHT OF WAY OF ROSWELL ROAD, 329 FEET FROM ITS INTERSECTION WITH IRBY AVENUE.**

Title checked to the 1st day of September, 2019 at 8:00 a.m.

BECK, OWEN & MURRAY
Attorneys at Law
By: Stephanie W. Windham
October 5, 2020

EXHIBIT "A"

3178 Roswell Road

Tract One:

An Undivided Percentage Interest in: All that tract or parcel of land lying and being in Land Lot 99, of the 17th District, in the City of Atlanta, of Fulton County, Georgia, described as follows: Commence at an "X" cut mark located at the intersection of the Northwest right-of-way line of Roswell Road (right-of-way varies) and the North right-of-way line of Irby Avenue (50 foot right-of-way); Thence running along the Northwest right-of-way line of Roswell Road the following courses and distances: Running thence North 16 degrees 45 minutes 54 seconds East 69.87 feet to a "X" cut mark set; and thence North 14 degrees 34 minutes 56 seconds East 123.61 feet to a PK nail set at the True Point of Beginning. From the True Point of Beginning, as thus established, thence leaving said right-of-way line, running North 89 degrees 02 minutes 35 seconds West 200.09 feet to a #4 rebar found; Thence North 08 degrees 47 minutes 01 seconds East 9.93 feet to a PK nail found; Thence South 89 degrees 03 minutes 23 seconds East 200.25 feet to a point on the Northwest right-of-way line of said Roswell Road; Thence along said Northwest right-of-way line South 09 degrees 38 minutes 25 seconds West 10.00 feet to the True Point of Beginning, Said tract containing approximately 0.045 Acres.

-Together With and Including-

Tract Two:

All that tract or parcel of land lying and being in Land Lot 99 of the 17th District of Fulton County, Georgia, and being more particularly described as follows: Beginning at a point on the West side of Roswell Road two hundred four (204.00) feet, North of the Northwest corner of Roswell Road and Irby Avenue; running thence Northerly, along the West side of Roswell Road, a distance of twenty five (25.00) feet to a point; running thence Westerly, one hundred fifty (150.00) feet to a corner; running thence Southerly, twenty five (25.00) feet to a corner; running thence Easterly, one hundred fifty (150.00) feet to Roswell Road, and being the Point of Beginning. Being improved property known as 3178 Roswell Road, Northwest, Atlanta, Fulton County, Georgia.

3180 Roswell Road

All that tract or parcel of land lying and being in Land Lot 99, of the 17th District, of Fulton County, Georgia, being more particularly described as follows:

Begin at a nail found on the Western right-of-way of Roswell Road, said nail lying 229.0 feet, Northerly from the 1/2 inch rebar found at the intersection of the right-of-way of Irby Avenue with the Western right-of-way of Roswell Road; run thence North 89 degrees 45 minutes 51 seconds West, 153.04 feet to a rebar found; run thence South 00 degrees 41 minutes 44 seconds West, 25.11 feet to a point; run thence North 89 degrees 41 minutes 44 seconds West, 49.97 feet to a point; run thence North 89 degrees 50 minutes 42 seconds West, 55.00 feet to a rebar found; run thence North 00 degrees 35 minutes 59 seconds West, 50.17 feet to a 3/4 inch cut top found; run thence South 89 degrees 44 minutes 41 seconds East, 260.36 feet to a rebar set on the Western right-of-way of Roswell Road; run thence, along the Western right-of-way of Roswell Road, an arc distance of 24.99 feet (said arc being subtended by a chord bearing South 03 degrees 38 minutes 36 seconds West and having a chord distance of 24.99 feet and a radius of 407.84 feet) to a nail found, and being the Point of Beginning. Said tract of land being as shown on plat entitled "Survey and Parking Plan for Louie Shamatta, 3180 Roswell Road" prepared by SCI Development Services, Project Number 38892, dated May 24, 2004.

Together with a Non-Exclusive Easement for ingress and egress as contained in that certain Agreement, recorded in Deed Book 2390, Page 448, of the Fulton County, Georgia Records. Being the same property described in Warranty Deed from 3180 Roswell Associates, a Georgia general partnership, to William Davis, dated May 27, 1997, recorded in Deed Book 22737, Page 56, of the Fulton County, Georgia Records.

3182 Roswell Road

All that tract or parcel of land lying and being in Land Lot 99, of the 17th District, of Fulton County, Georgia, and containing 0.26 Acre (a/k/a 11,397 square feet), more or less, situate, lying and being on the Westerly side of Roswell Road, as shown and described on that certain survey for Berry-Southall, LLC and Stewart Title Guaranty Company, dated November 16, 2006, revised October 12, 2010, prepared by Perimeter Surveying and Development Co., and being particularly described according to such survey as follows:

Beginning at an iron pin on the Westerly right-of-way line of Roswell Road (50' r/w), said iron pin being located 254.00 feet North of the right-of-way line of Irby Avenue, as measured along and with the Westerly right-of-way line of Roswell Road; thence, and leaving said right-of-way line, and running North 86 degrees 44 minutes 57 seconds West, 261.59 feet to an iron pin; thence North 01 degree 27 minutes 26 seconds East, 75.00 feet to an iron pin; thence South 86 degrees 44 minutes 46 seconds East, 93.60 feet to an iron pin located on the Westerly edge of a 15-foot Alley/Driveway Easement; thence running, along and with the Westerly edge of said 15-foot Alley/Driveway Easement, South 01 degree 54 minutes 56 seconds West, 25.00 feet to a nail; thence South 86 degrees 44 minutes 45 seconds East, 6.81 feet to a nail; thence South 01 degree 44 minutes 50 seconds West, 25.00 feet to an iron pin; thence South 86 degrees 44 minutes 38 seconds East, 163.61 feet to an iron pin on the Westerly right-of-way line of Roswell Road; thence, along and with the Westerly right-of-way line of Roswell Road and along an arc to the right, an arc distance of 25.00 feet, (said arc having a radius of 6228.06 feet, and being subtended by a chord length of 25.00 feet at a chord bearing of South 06 degrees 17 minutes 04 seconds West) to an iron pin, and said iron pin being the Point of Beginning.

3184 Roswell Road

All that tract or parcel of land in Land Lot 99, of the 17th District, of Fulton County, Georgia, being more particularly described as follows:

Beginning on the West right-of-way line of Roswell Road 279.00 feet North, as measured along the West side of Roswell Road, from the Northwest corner of the intersection of Roswell Road and Irby Avenue; running thence North, along the West right-of-way line of Roswell Road, 25.00 feet; thence West, 164.60 feet; thence South, 25.00 feet; thence East, 163.61 feet to the West right-of-way line of Roswell Road, and being the Point of Beginning. Being improved property known as No. 3184 Roswell Road, according to the present system of numbering in this vicinity.

Being the same property acquired by 3184 Roswell Partners, a general partnership, under Limited Warranty Deed, dated December 23, 1987, recorded at Deed Book 11251, Page 340, Fulton County, Georgia Records.

3186 Roswell Road

All that tract or parcel of land lying and being, in the City of Atlanta, in Land Lot 99, of the 17th District, of Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point on the Western right-of-way of Roswell Road, three hundred and four (304.00) feet North of the Northwest corner of the intersection of Roswell Road and Irby Avenue; running thence North, twenty five (25.00) feet, along the Western right-of-way of Roswell Road, to a point; thence West, one hundred sixty five and fifty-five hundredths (165.55) feet to a point; thence South, twenty five (25.00) feet to a point; thence East one hundred sixty three and four

tenths (163.40) feet to a point on the Western right-of-way of Roswell Road, and being the Point of Beginning; being improved property known as 3186 Roswell Road, Northwest, Atlanta, Georgia. Said tract being a part of the C. O. Cates property as per plat of survey made by J. R. Bracewell, C.E., dated December 4, 1952.

Together With those certain rights of Egress and Ingress over an adjacent 10-foot alley Way extending from Roswell Road and over a 15-foot Easement, across the above property being conveyed, at a point approximately 150.00 feet from the Roswell Road. Said Easement herein granted to be binding on the Parties, with regard to their tenants, heirs or assigns now or in the future. Said Easement herein being the same as conveyed, granted and described in that certain Warranty Deed between Goodwyn Cates and Calvin A. Thomas, dated December 22, 1964, filed for record January 13, 1966, recorded in Deed Book 4537, Page 454, of the aforesaid records.

3188 Roswell Road

All that tract or parcel of land lying and being in Land Lot 99, of the 17th District, of Fulton County, Georgia and being more particularly described as follows:

Beginning at a point on the Westerly side of Roswell Road, said point being 329.00 feet Northerly from the intersection of the Westerly side of Roswell Road and the Northerly side of Irby Road; running thence Northerly, along the Westerly side of Roswell Road, a distance of 25.00 feet to a point; running thence Westerly a distance of 275.00 feet, more or less, to a point; running thence Southerly a distance of 25.00 feet to a point; running thence Easterly a distance of 275.00 feet, more or less, to a point locate on the Westerly side of Roswell Road, and being the Point of Beginning; being improved property known as 3188 Roswell Road, Northwest, according to the present system of numbering in and above the City of Atlanta.

Being the same property conveyed by Warranty Deed from Robert W. Burns, Jr., J. Bricker Burns and Frank N. Burns, as Trustees of the Agnes N. and Robert W. Burns Trust to Katie France, dated January 6, 1983, filed for record January 7, 1983, recorded in Deed Book 8341, Pages 430-431, in the Office of the Clerk of the Superior Court of Fulton County, Georgia.