

1 A RESOLUTION AUTHORIZING THE TRANSFER OF TWO (2) DEEDS FOR RIGHT-
2 OF-WAY, A PERMANENT CONSTRUCTION EASEMENT AREA, LINEAR ACCESS
3 AND ONSITE IMPROVEMENTS FROM FULTON COUNTY (GRANTOR) TO THE
4 GEORGIA DEPARTMENT OF TRANSPORTATION (GRANTEE), FOR COUNTY-
5 OWNED PROPERTY LOCATED AT 0 ARLINGTON DRIVE NW AND 4330 FULTON
6 INDUSTRIAL BOULEVARD SW, FOR THE PURPOSE OF CONSTRUCTING
7 ROADWAY IMPROVEMENTS; AUTHORIZING THE CHAIRMAN TO EXECUTE THE
8 DEEDS AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO
9 APPROVE THE DEEDS AND RELATED DOCUMENTS AS TO FORM PRIOR TO
10 EXECUTION; AND FOR OTHER PURPOSES.
11

12 **WHEREAS**, Fulton County, Georgia ("Fulton County") is a political subdivision of
13 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
14 of the State of Georgia; and

15 **WHEREAS**, Fulton County has fee simple ownership of the subject real properties
16 and all improvements located at:

17 (1) 0 Arlington Drive NW, Atlanta, Georgia (Tax Parcel ID # 14 0238 LL0311); and

18 (2) 4330 Fulton Industrial Boulevard SW, Atlanta, Georgia (Tax Parcel ID
19 #14F0052 LL1142);

20 all located in Fulton County, more particularly depicted in Exhibits "A-1" and "A-2",
21 attached hereto and incorporated herein by reference (collectively, the "Properties"); and

22 **WHEREAS**, the Georgia Department of Transportation ("GDOT") desires to
23 construct roadway and drainage improvements as part of the I-285 / I-20 Interchange
24 Improvement Project, Project No. 0013918 (the "Project"), to promote the efficiency of
25 traffic flow in Fulton County; and

26 **WHEREAS**, GDOT requires access to and areas of the Properties for completion
27 of the Project; and

28 **WHEREAS**, GDOT has submitted a request to the Fulton County Department of
29 Real Estate and Asset Management ("DREAM") to acquire right of way, linear access
30 rights, and easement rights from the following properties:

1 (1) 0 Arlington Drive NW, Atlanta, Georgia, approximately 0.182 acres of right of
2 way (Tax Parcel ID# 14 0238 LL0311); and

3 (2) 4330 Fulton Industrial Boulevard SW, Atlanta, Georgia, approximately 0.011
4 acres of right of way, 1,463.32 square feet of permanent easement for
5 construction and maintenance of slopes and noise barrier, and 109.24 linear
6 feet of access including removal of an onsite sign and fencing (Tax Parcel ID #
7 14F0052 LL1142)

8 (collectively, the "Property Rights") all located in Fulton County; and

9 **WHEREAS**, GDOT completed market value assessments for the Property Rights,
10 which determined the market value for each parcel to be \$12,500.00 and \$93,700.00,
11 respectively; and

12 **WHEREAS**, Fulton County and GDOT have negotiated mutually acceptable terms
13 to sell the requested Property Rights to GDOT for the total fair market value of
14 \$106,200.00 to facilitate the Project; and

15 **WHEREAS**, O.C.G.A. § 36-9-3(a)(3)(A) authorizes the granting of easements and
16 rights of ways without a competitive process; and

17 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board of
18 Commissioners has exclusive jurisdiction and control over directing and controlling all the
19 property of the county, as they may deem expedient, according to law.

20 **NOW THEREFORE BE IT RESOLVED**, that the Fulton County Board of
21 Commissioners hereby approves the sale of County-owned real property as follows:

22 (1) 0 Arlington Drive NW, Atlanta Georgia, approximately 0.182 acres of right of
23 way (Tax Parcel ID # 14 0238 LL0311); and

1 (2) 4330 Fulton Industrial Boulevard SW, Atlanta, Georgia, approximately 0.011
2 acres of right of way, 1,463.32 square feet of permanent easement for
3 construction and maintenance of slopes and noise barrier, and 109.24 linear
4 feet of access including removal of an onsite sign and fencing (Tax Parcel ID #
5 14F0052 LL1142)

6 all located in Fulton County, and more particularly depicted in Exhibits "A-1" and "A-2",
7 attached hereto and incorporated herein by reference, to the Georgia Department of
8 Transportation ("GDOT") for the total sum of \$106,200.00, for the purpose of constructing
9 GDOT's I-285 / I-20 Interchange Improvement Project, Project No. 0013918, to promote
10 the efficiency of traffic flow in Fulton County.

11 **BE IT FURTHER RESOLVED** that the Chairman of the Fulton County Board of
12 Commissioners shall be authorized and directed to execute and deliver the Deeds for the
13 requested right-of-way, easement, and limited access rights, in substantially the forms
14 attached hereto as Exhibits "B-1" and "B-2," and all related documents to GDOT to
15 complete the transfer of property rights.

16 **BE IT FURTHER RESOLVED** that, prior to execution of any documents by the
17 Chairman, the County Attorney shall approve all documents as to form and make any
18 necessary changes thereto to protect the County's interests.

19 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
20 adoption and that all resolutions and parts of resolutions in conflict with this Resolution
21 are hereby repealed to the extent of such conflict.

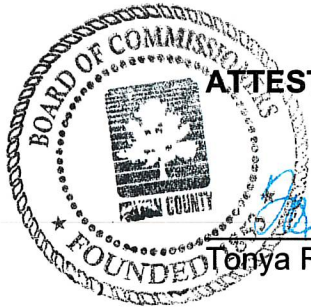
22 **SO PASSED AND ADOPTED**, this 18 day of June 2025.

23
24 **FULTON COUNTY BOARD OF**
25 **COMMISSIONERS**

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Robert L. Pitts, Chairman (At-Large)

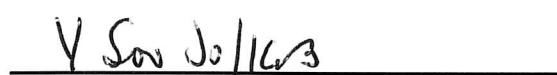


ATTEST:



Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:


Y. Soo Jo
County Attorney

ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

0 Arlington Drive NW (14 0238 LL0311)



Exhibit A-2

4330 Fulton Industrial Blvd (14F0052 LL1142)

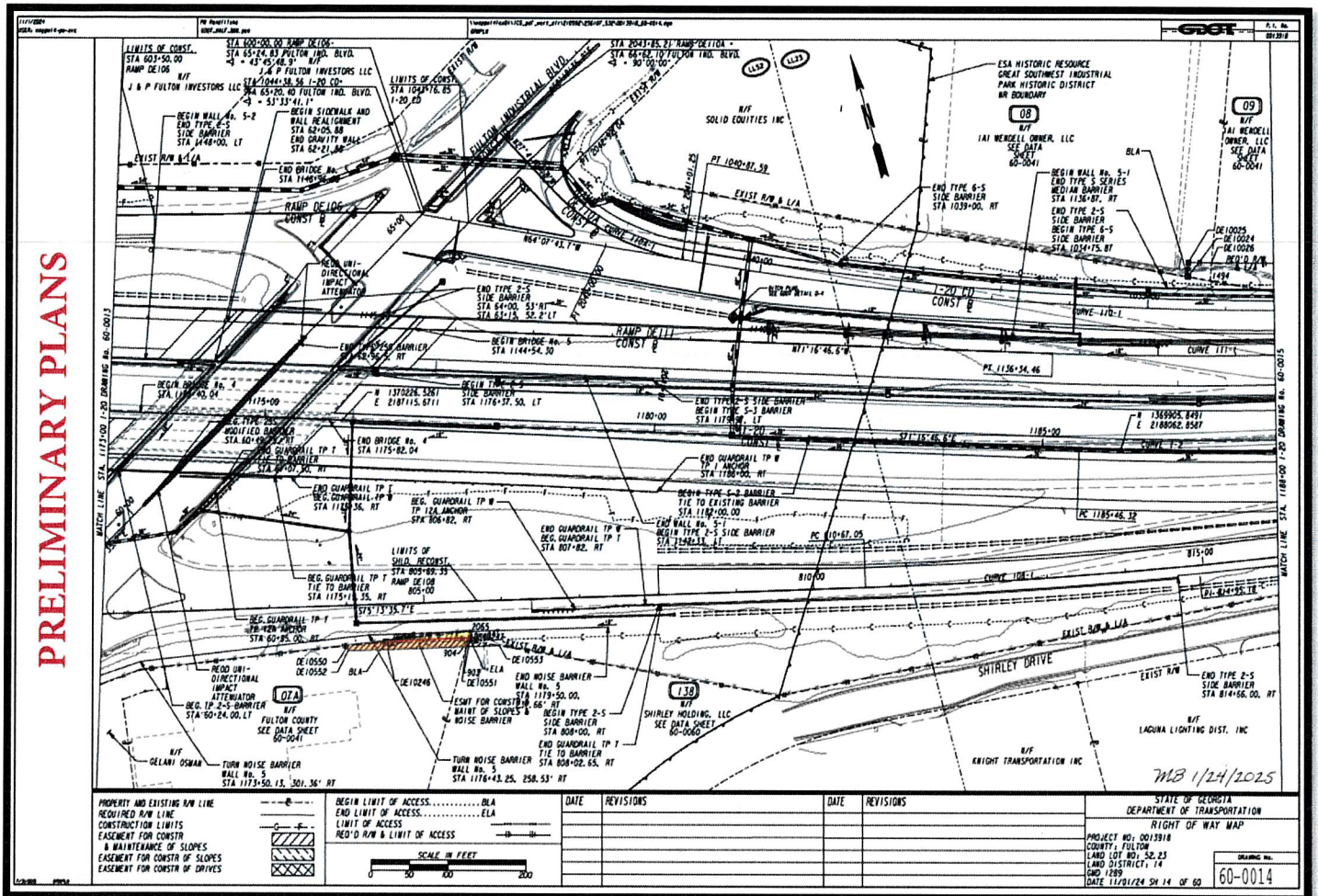


Exhibit B-1

Deed for 0 Arlington Drive NW (14 0238 LL0311)

1

Exhibit B-2

Deed for 4330 Fulton Industrial Blvd (14F0052 LL1142)

After recording return to:

Jeffrey N. Gaba, Esq.

Gregory Doyle Calhoun & Rogers, LLC

49 Atlanta Street

Marietta, GA 30060

GADOT.240160

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE is made as of this _____ day of _____, 2025, by and between **Fulton County, Georgia**, (hereinafter called "Grantor"), and **Department of Transportation** (hereinafter referred to as a "Grantee"). The words "Grantor" and "Grantee" to include their respective successors, heirs, legal representatives and assigns where the context requires or permits.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, remised, released, conveyed and forever quitclaimed, and by these presents does bargain, sell, remise, release, convey and forever quitclaim unto Grantee all of Grantor's interest in that certain tract or parcel of land being particularly described on **Exhibit "A"**, attached hereto and made a part hereof and as shown on the plat of the property prepared by the Department of Transportation, dated November 1, 2024, said plat attached hereto and made a part of this deed as **Exhibit "B"**.

TO HAVE AND TO HOLD said tract or parcel of land, together with said rights, members, easements and appurtenances, so that neither Grantor nor any person claiming under Grantor shall at any time by any means or ways have, claim or demand any right, title or interest in or to said land or any of the rights, members, easements and appurtenances thereof.

SIGNATURES ON THE FOLLOWING PAGE

Parcel 7A

IN WITNESS WHEREOF, Grantors has caused this deed to be executed and sealed as of the day and year first above written.

Signed, Sealed and Delivered
This 22 day of July, 2025
In the presence of:

Aden Aden
Unofficial Witness

Maria Price
Notary Public [Signature]
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
My Commission Expires 08/25/2028

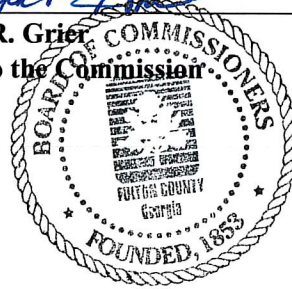
APPROVED AS TO FORM

By: Y. Soo Jo
Y. Soo Jo, County Attorney

Fulton County, a political subdivision of the State of Georgia

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

Attest: Tonya R. Grier
Tonya R. Grier
Clerk to the Commission



ITEM # 25-0455 SRM 6 / 18 / 25
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Parcel 7A

EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 7A
COUNTY: Fulton
DATE OF R/W PLANS: November 1, 2024
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 52 of the 14th Land District and/or 1289th Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

Right of Way

Beginning at a point 45.00 feet right of and opposite Station 804+49.23 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 79°35'23.1" E a distance of 110.49 feet to a point 36.59 feet right of and opposite station 805+59.40 on said construction baseline laid out for Ramp DE108; thence S 21°05'46.7" W a distance of 8.46 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108; thence N 75°13'35.7" W a distance of 109.24 feet back to the point of beginning. Consisting of 0.011 acres more or less.

Limited Access

Herein granted are 109.24 linear feet of access rights: Beginning at a point 45.00 feet right of and opposite Station 804+49.23 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 75°13'35.7" E a distance of 109.24 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108.

Permanent Easement for the Construction and Maintenance of Slopes and Noise Barrier

Also, granted is the right to construct and maintain any required slopes and noise barrier within the easement area shown on the attached plat.

Beginning at a point 48.76 feet right of and opposite Station 804+00.00 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 79°35'21.1" E a distance of 49.37 feet to a point 45.00 feet right of and opposite station 804+49.23 on said construction baseline laid out for Ramp DE108; thence S 75°13'35.7" E a distance of 109.24 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108; thence S 21°02'06.3" W a distance of 2.35 feet to a point 47.34 feet right of and opposite station 805+58.21 on said construction baseline laid out for Ramp DE108; thence N 83°56'43.6" W a distance of 2.44 feet to a point 47.71 feet right of and opposite station 805+55.80 on said construction baseline laid out for Ramp DE108; thence S 32°48'17.5" W a distance of 7.67 feet to a point 55.00 feet right of and opposite station 805+53.43 on said construction baseline laid out for Ramp DE108; thence N 75°13'35.7" W a distance of 153.43 feet to a point 55.00 feet right of and opposite station 804+00.00 on said construction baseline laid out for Ramp DE108; thence N 14°46'24.3" E a distance of 6.24 feet back to the point of beginning. Consisting of 0.034 acres more or less.

NOTICE OF LEGAL REPRESENTATION

Purchaser: Georgia Department of Transportation


Seller(s): Fulton County, Georgia

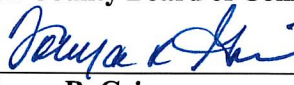
Date of Closing: _____

Closing Attorney: GREGORY, DOYLE, CALHOUN & ROGERS, LLC

The undersigned party acknowledges that this transaction has been closed by the Closing Attorney and that the Closing Attorney was designated to close this transaction by and on behalf of the Purchaser. Closing Attorney accordingly represented the Purchaser in this transaction. Closing Attorney did not represent Seller(s) or any other party (other than Purchaser) in connection with this transaction. The undersigned finally acknowledge that they did not receive or rely upon any advice from Closing Attorney regarding this transaction and that such advice, if obtained, was provided by an attorney other than Closing Attorney.

**Fulton County, a political subdivision of the State
of Georgia**

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

Attest: 
Tonya R. Grier
Clerk to the Commission



APPROVED AS TO FORM

By: 
Y. Soo Jo, County Attorney

ITEM # 25-0455 SRM 6 / 18 / 25
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Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 7A

Received of **Georgia Department of Transportation**, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of **\$93,700.00** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **I-285 / I-20 West Interchange Improvements** being Parcel **7A** consisting of **0.011 acres or 459.14 square feet** in fee and **1,463.32 square feet** of permanent easement for the construction and maintenance of slopes and noise barrier and **109.24 linear feet** of Access Rights on Georgia Highway Project Identification Number **0013918**.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of **\$N/A**, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to **N/A** for sum of **\$N/A (40% of improvement value)** which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within **30** calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of **Fulton** harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of **\$N/A (20% of improvement value)** which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of **\$12,155.00**. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of **\$2,431.00 (20% per item)** will be withheld. This amount will be returned upon satisfactory replacement or removal of **fencing**.

This Offer includes a Trade Fixture payment of **\$77,500.00** for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of **\$15,500.00 (20% per item)** will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number **0013918**.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A.

I (We) do (do not) elect to execute and deliver Parcel N/A R deed.

Signed, sealed and delivered this 22 day of July, 2025
in the presence of:

Aden Adams
Witness

Maria Price
[Notarial Seal] **NOTARY PUBLIC**
DEKALB COUNTY, GEORGIA
My Commission Expires 08/25/2028

APPROVED AS TO FORM

Y. Soo Jo
Y. Soo Jo, County Attorney

FULTON COUNTY, a political subdivision of the State of Georgia

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

Attest: Tonya R. Grier
Tonya R. Grier
Clerk to the Commission



ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____ (DATE)

TITLE: _____

ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

PROJECT: I-285/I-20 West Interchange Improvements
P.I. NO.: 0013918
PARCEL NO.: 7A

State of Georgia
Department of Transportation

IRS REPORTING INFORMATION

1. Address and/or legal description of conveyed property:
4330 Fulton Industrial Blvd SW, Atlanta, GA 30339

2. Residential Property (1 to 4 units): Yes No ☒

3. Contract Sales Price (Gross Proceeds): \$93,700.00

4. TAXPAYER IDENTIFICATION NUMBER and Division of Interest:

(Social Security or Employer Identification) _____

Seller(s) Name	Tax ID Number	Division of Interest
<u>Fulton County, Georgia</u>		<u>100%</u>

5. Correct Mailing Address of Seller(s): 141 Pryor Street SW, Atlanta, GA 30303

6. ALLOCATION OF THE GROSS PROCEEDS:

(See Attached Settlement and Disbursement Statement)


or

(See Attached Appraiser's Affidavit – Page 13)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) that the above information is true and correct and acknowledge(s) that the above information will be submitted to the Internal Revenue Service with other information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

FULTON COUNTY, a political subdivision of the
State of Georgia

Date of Closing

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

Gregory, Doyle, Calhoun & Rogers, LLC

Closing Official and Title

Attest: 
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: Y. Soo Jo
Y. Soo Jo, County Attorney



ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

**PROJECT: I-285/I-20 West Interchange
Improvements
P.I. NO.: 0013918
PARCEL NO.: 7A**

PROPERTY OWNER'S AFFIDAVIT

GEORGIA, FULTON COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, **Robert L. Pitts**, who after being duly sworn, deposes and says upon oath:

That affiant is the **Chairman of the Fulton County Board of Commissioners**, owner in fee simple of the improvements shown on Attachment "A" hereto.

Further, that the improvements situated on said real estate are within the limits of said described property and that there has been no violation of any restrictions that may have been imposed on said lands nor has any interest in same been sold or conveyed or any change made in the improvements thereon since said lands were inspected as aforesaid.

Further, that the owner or owners named above is in indisputable possession of said described lands and knows of no one claiming under any unrecorded bond for title of any nature of claiming any interest in said lands whatsoever; except as may be set out below;

Further, that there are no leases, either recorded of record, unrecorded, or otherwise, currently in effect or terminated in contemplation of the acquisition or purchase by the Georgia Department of Transportation (hereinafter the "Department") of the real estate shown on Attachment "A" hereto, except as may be set out below;

Further, that there are no suits, judgments, bankruptcies or executions pending against the owner or owners named above in any court relating to the subject property or which could in any way affect the title to said lands or constitute a lien thereon, and that the owner or owners named above is not surety on the bond of any county or county official or any other bond that through default of the principal therein a lien would be created superior to the deed mentioned above, nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever unsatisfied against said lands except as set out below;

Further, that there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of said real estate, except as set out below, which constitute or might constitute any lien upon said real estate.

The owner or owners named above for their part acknowledges that this Affidavit is made and given to the Department in connection with and for purposes of inducing the Department in its acquisition or purchase of the real estate shown on Attachment "A" thereto and, further, agrees to indemnify and hold harmless the Department from any and all claims for compensation or benefits made by any party or individual claiming through or under any interest in the property or business now or formerly situated or operating on said property, against the Department other than as may be set forth herein below.

Signed, sealed and delivered this 27 day of July, 2025
in the presence of:

Aden Adams
Witness

Maria Price
[Notarial Seal] **Maria Price**
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
My Commission Expires 08/25/2028

APPROVED AS TO FORM

Y. Soo Jo
Y. Soo Jo, County Attorney

FULTON COUNTY, a political subdivision of the State of Georgia

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

Attest: Tonya R. Grier
Tonya R. Grier
Clerk to the Commission



EXCEPTIONS:

1. Easement from Fulton County to Georgia Power Company, dated November 7, 1956, filed December 20, 1956, and recorded in Deed Book 3180, Page 318, Fulton County, Georgia records.
2. Relinquishment of access rights (except where designated by the Department of Transportation) as contained in that certain Right of Way Deed from Fulton County to the State Highway Department of Georgia, dated December 9, 1961, filed December 3, 1961, and recorded in Deed Book 3736, Page 439, aforesaid records.
3. Relinquishment of access rights (except where designated by the Department of Transportation) as contained in that certain Right of Way Deed from Fulton County to the State Highway Department of Georgia, dated December 9, 1961, filed December 3, 1961, and recorded in Deed Book 3736, Page 443, aforesaid records.
4. Restrictions contained in that certain Warranty Deed from Fulton County to West Expressway Development Corporation, dated May 16, 1962, and recorded in Deed Book 3886, Page 375, aforesaid records.
5. Covenants and easement contained in that certain Warranty Deed from Atlanta Motor Lodges, Inc. to Cities Service Oil Company, dated July 31, 1967, filed August 1, 1967, and recorded in Deed Book 4770, Page 40, aforesaid records, as corrected by Corrective Warranty Deed, dated August 7, 1967, filed August 8, 1967, and recorded in Deed Book 4773, Page 198, aforesaid records.
6. Easements as contained in that certain Right of Way Deed from Atlanta Motor Lodge, Inc. to the State Highway Department of Georgia, dated September 23, 1967, filed November 27, 1967, and recorded in Deed Book 4824, Page 410, aforesaid records.
7. Easement from H & R Development Corp. to Georgia Power Company, dated July 25, 1973, filed January 14, 1974, and recorded in Deed Book 5975, Page 320, aforesaid records.

ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

8. Restrictive Covenant by and between Innkash, Inc. and McDonald's Corporation, which nominee is Golden Arch Limited Partnership, dated September 20, 1995, filed August 28, 1995, and recorded in Deed Book 19968, Page 333, aforesaid records.
9. Reciprocal Easement by and between Innkash, Inc. and Golden Arch Limited Partnership, dated July 19, 1995, filed September 5, 1995, and recorded in deed Book 19978, Page 292, aforesaid records; as amended by that certain Amendment to Reciprocal Easement Agreement filed September 5, 1995, and recorded in Deed Book 19978, Page 301, aforesaid records.
10. Limited access along Interstate 20, which the subject property abuts.

EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 7A
COUNTY: Fulton
DATE OF R/W PLANS: November 1, 2024
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 52 of the 14th Land District and/or 1289th Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

Right of Way

Beginning at a point 45.00 feet right of and opposite Station 804+49.23 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 79°35'23.1" E a distance of 110.49 feet to a point 36.59 feet right of and opposite station 805+59.40 on said construction baseline laid out for Ramp DE108; thence S 21°05'46.7" W a distance of 8.46 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108; thence N 75°13'35.7" W a distance of 109.24 feet back to the point of beginning. Consisting of 0.011 acres more or less.

Limited Access

Herein granted are 109.24 linear feet of access rights: Beginning at a point 45.00 feet right of and opposite Station 804+49.23 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 75°13'35.7" E a distance of 109.24 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108.

Permanent Easement for the Construction and Maintenance of Slopes and Noise Barrier

Also, granted is the right to construct and maintain any required slopes and noise barrier within the easement area shown on the attached plat.

Beginning at a point 48.76 feet right of and opposite Station 804+00.00 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 79°35'21.1" E a distance of 49.37 feet to a point 45.00 feet right of and opposite station 804+49.23 on said construction baseline laid out for Ramp DE108; thence S 75°13'35.7" E a distance of 109.24 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108; thence S 21°02'06.3" W a distance of 2.35 feet to a point 47.34 feet right of and opposite station 805+58.21 on said construction baseline laid out for Ramp DE108; thence N 83°56'43.6" W a distance of 2.44 feet to a point 47.71 feet right of and opposite station 805+55.80 on said construction baseline laid out for Ramp DE108; thence S 32°48'17.5" W a distance of 7.67 feet to a point 55.00 feet right of and opposite station 805+53.43 on said construction baseline laid out for Ramp DE108; thence N 75°13'35.7" W a distance of 153.43 feet to a point 55.00 feet right of and opposite station 804+00.00 on said construction baseline laid out for Ramp DE108; thence N 14°46'24.3" E a distance of 6.24 feet back to the point of beginning. Consisting of 0.034 acres more or less.

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: Fulton County, Georgia

ADDRESS or LOCATION OF PROPERTY: 4330 Fulton Industrial Blvd SW, Atlanta, GA 30339

(1) GROSS PROCEEDS TO SELLER:	\$ <u>93,700.00</u>
(2) CURRENT COUNTY TAXES:	\$ _____
(3) CURRENT CITY TAXES:	\$ _____
(4) MORTGAGE PREPAYMENT PENALTY:	\$ _____
(5) RELEASE OF MORTGAGE FEE:	\$ _____
(6) RETENTION VALUE OF IMPROVEMENTS:	\$ _____
(7) PERFORMANCE BOND:	\$ _____
(8) PAYMENT(S) TO OTHER PARTIES:	
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____
d. _____	\$ _____

TOTAL (Line 8) \$ _____

(9) TOTAL DISBURSEMENTS (LINES 2 THROUGH 8): \$ _____

(10) SUB-TOTAL (LINE 1 LESS LINE 9): \$ 93,700.00

(11) REIMBURSEABLE EXPENSES FOR TRANSFERRING TITLE:

 a. PRO-RATA SHARE TAXES (LINES 2 & 3): \$ _____

 b. MORTGAGE PREPAYMENT/RELEASE FEE (LINES 4 & 5): \$ _____

 c. OTHER APPLICABLE EXPENSES (LINE 8): \$ _____

(12) TOTAL REIMBURSABLE EXPENSES (LINES 11 a, b, & c): \$ _____

(13) NET PROCEEDS TO SELLER (LINE 10 PLUS LINE 12): \$ 93,700.00

THE ABOVE IS THE COMPLETE, TRUE AND CORRECT AMOUNT OF FUNDS RECEIVED AND DISBURSED IN CONNECTION WITH THE ABOVE TRANSACTION.

THE UNDERSIGNED SELLER(S) ACKNOWLEDGE(S) THAT ALL LEGAL SERVICES PERFORMED BY THE CLOSING ATTORNEY WERE ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION, AND NOT ON BEHALF OF THE SELLER(S), AND THAT THE SELLER(S) (WAS) (WERE) NOT GIVEN ANY LEGAL ADVICE BY THE CLOSING ATTORNEY EXCEPT THAT SELLER(S) (WAS) (WERE) ADVISED TO SECURE INDEPENDENT LEGAL COUNSEL TO INSURE THAT THE LEGAL INTERESTS AND RIGHTS OF SELLER(S) ARE PROTECTED, AND FURTHER THAT THIS STATEMENT IS A DEFENSE TO ANY ACTION OR PROCEEDING AGAINST THE CLOSING ATTORNEY OR THE DEPARTMENT OF TRANSPORTATION.

FULTON COUNTY, a political subdivision of the State of Georgia

Gregory, Doyle, Calhoun & Rogers, LLC

By: [Signature]
Robert L. Pitts, Chairman (DATE)
Fulton County Board of Commissioners

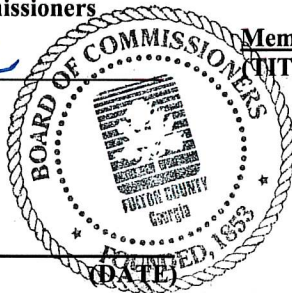
Jeffrey N. Gaba (DATE)

Attest: [Signature]
Tonya R. Grier
Clerk to the Commission

Member/Special Assistant Attorney General
(TITLE)

Approved as to Form:

By: Y. Soo Jo
Y. Soo Jo, County Attorney



ITEM # 25-0455 SRM 6 / 18 75
SECOND REGULAR MEETING

NOTE: If taxes are not withheld or were not due and payable at time of closing, seller must submit paid tax receipts for reimbursement of their Pro-Rata share to the Georgia Department of Transportation, Office of Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Georgia 30308

D.O.T. USE ONLY

PAYEE: >	<u>Jeffery N. Gaba, Esq.</u>	\$	<u>93,700.00</u>
	<u>Gregory, Doyle, Calhoun & Rogers, LLC</u>	\$	<u> </u>
	<u>49 Atlanta Street</u>	\$	<u> </u>
	<u>Marietta, GA 30060</u>	\$	<u> </u>
	TOTAL	\$	<u>93,700.00</u>

PROJECT NO.	<u>I-285/I-20 West Interchange Improvements</u>
COUNTY:	<u>FULTON</u>
PARCEL NO.	<u>7A</u>
P.I. NO.	<u>0013918</u>

ACKNOWLEDGEMENT OF ACCESS CONTROL

Project No.: I-285 / I-20 West Interchange Improvements

County: Fulton

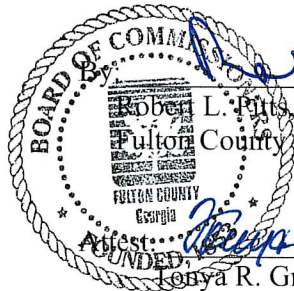
Parcel No.: 7A

Owners: Fulton County, a Political Subdivision of the State of Georgia

I, the above named, do hereby certify that I am aware that certain access rights are being acquired as part of the acquisition of Subject parcel.

A representative of the Department of Transportation has explained in detail the location of the access rights being acquired to the degree that I am fully aware of the location of the access control and understand exactly the access, if any, which my remaining land will have after the execution of the deed for Subject parcel.

FULTON COUNTY, a political subdivision of the
State of Georgia

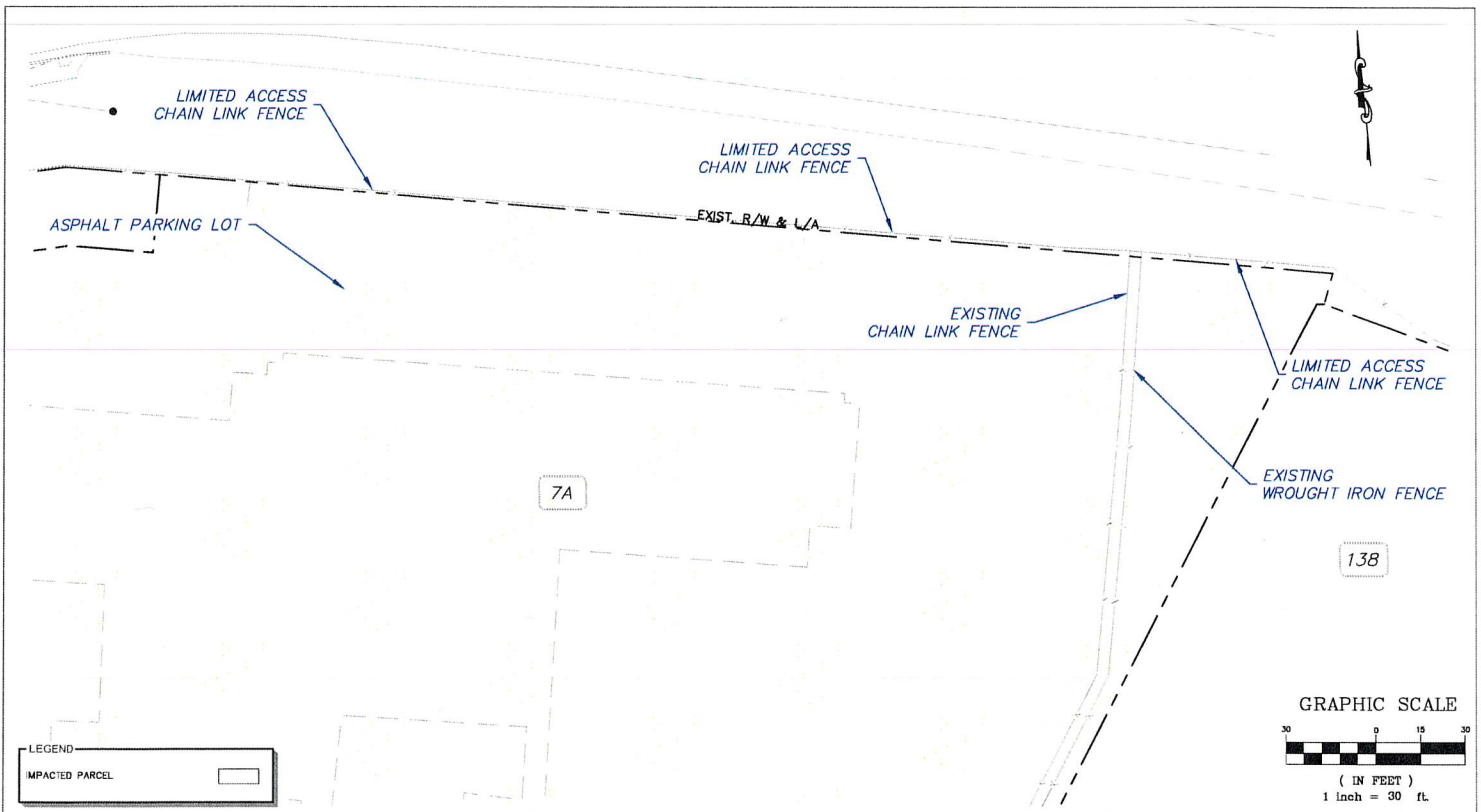

Robert L. Pitts, Chairman
Fulton County Board of Commissioners
FULTON COUNTY
Georgia
FOUNDED 1847
Konya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo / km
Y. Soo Jo, County Attorney

ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

Rev. 08-01-2010



PARAGON
CONSULTING GROUP
350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT EXISTING CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

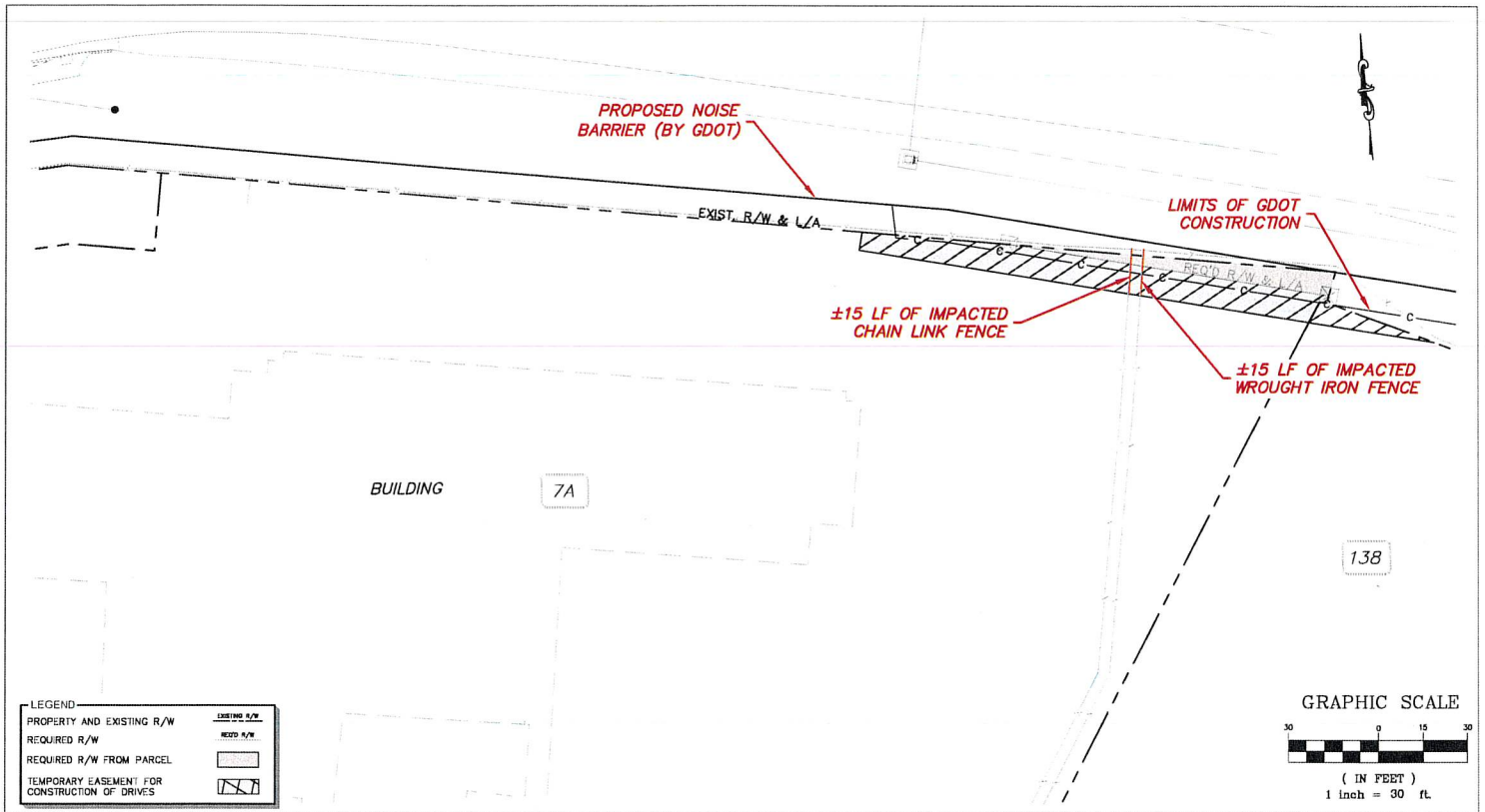
Drawn By:
JBG/KLB

Checked By:
BKU

Issue Date:
SEPT 2024

Project No.
PCG3302-23068

3



PARAGON
CONSULTING GROUP

350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT PROPOSED CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

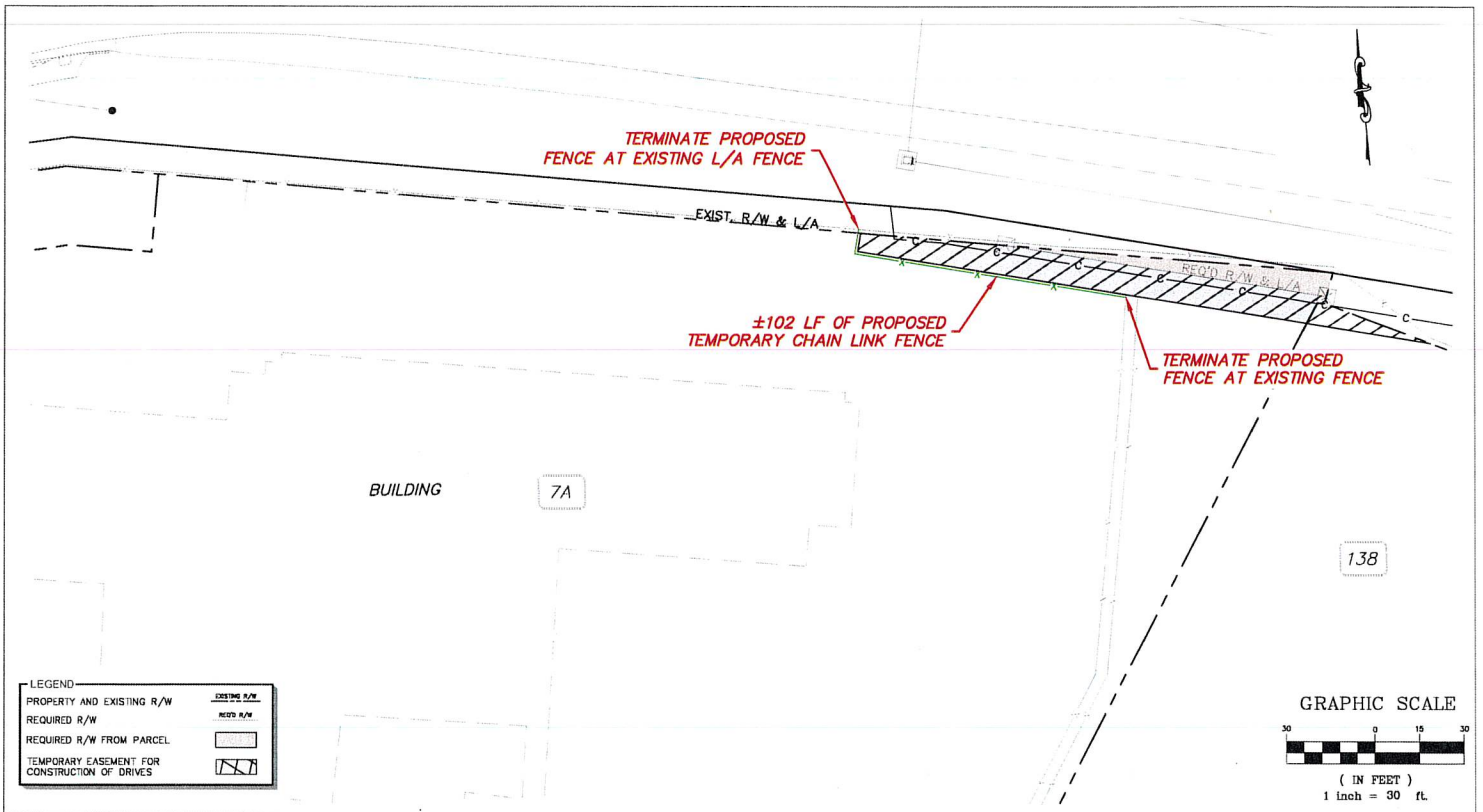
Drawn By:
JBG/KLB

Checked By:
BKU

Issue Date:
SEPT 2024

Project No.
PCG3202-23068

4



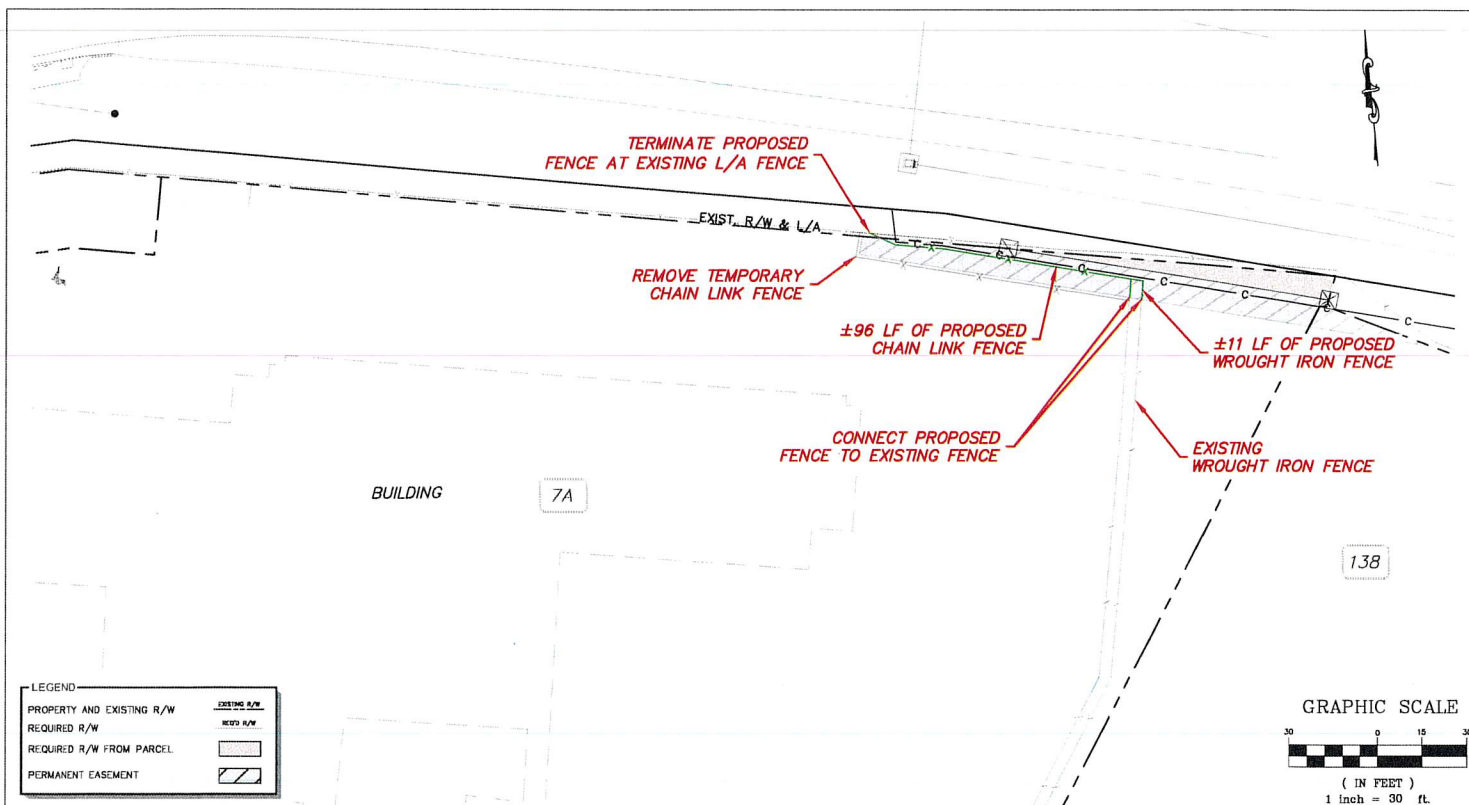
PARAGON
CONSULTING GROUP
350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT INTERMEDIATE CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

Drawn By:
JBG/KLB
Checked By:
BKU

Issue Date:
SEPT 2024
Project No.
PCG3302-23068

5



PARAGON
CONSULTING GROUP
350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT FINAL CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

Drawn By:
JBG/KLB

Checked By:
BKU

Issue Date:
SEPT 2024

Project No.
PCG3202-23068

6

**PROJECT: I-285/I-20 West Interchange
Improvements
P.I. NO.: 0013918
PARCEL NO.: 72**

PROPERTY OWNER'S AFFIDAVIT

GEORGIA, FULTON COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, **Robert L. Pitts**, who after being duly sworn, deposes and says upon oath:

That affiant is the **Chairman of the Fulton County Board of Commissioners**, owner in fee simple of the improvements shown on Attachment "A" hereto.

Further, that the improvements situated on said real estate are within the limits of said described property and that there has been no violation of any restrictions that may have been imposed on said lands nor has any interest in same been sold or conveyed or any change made in the improvements thereon since said lands were inspected as aforesaid.

Further, that the owner or owners named above is in indisputable possession of said described lands and knows of no one claiming under any unrecorded bond for title of any nature of claiming any interest in said lands whatsoever; except as may be set out below;

Further, that there are no leases, either recorded of record, unrecorded, or otherwise, currently in effect or terminated in contemplation of the acquisition or purchase by the Georgia Department of Transportation (hereinafter the "Department") of the real estate shown on Attachment "A" hereto, except as may be set out below;

Further, that there are no suits, judgments, bankruptcies or executions pending against the owner or owners named above in any court relating to the subject property or which could in any way affect the title to said lands or constitute a lien thereon, and that the owner or owners named above is not surety on the bond of any county or county official or any other bond that through default of the principal therein a lien would be created superior to the deed mentioned above, nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever unsatisfied against said lands except as set out below;

Further, that there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of said real estate, except as set out below, which constitute or might constitute any lien upon said real estate.

The owner or owners named above for their part acknowledges that this Affidavit is made and given to the Department in connection with and for purposes of inducing the Department in its acquisition or purchase of the real estate shown on Attachment "A" thereto and, further, agrees to indemnify and hold harmless the Department from any and all claims for compensation or benefits made by any party or individual claiming through or under any interest in the property or business now or formerly situated or operating on said property, against the Department other than as may be set forth herein below.

Signed, sealed and delivered this 22 day of July, 2025
in the presence of:

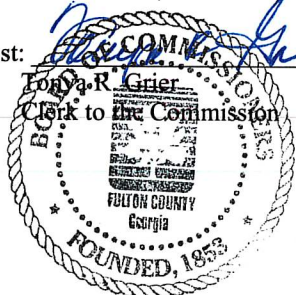
Aden Adams
Witness

Marla Price
[Notarial Seal] NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
My Commission Expires 08/25/2028
APPROVED AS TO FORM

Y. Soo Jo, Jr.
Y. Soo Jo, County Attorney

FULTON COUNTY, a political subdivision of the State of Georgia

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

Attest: Tonya R. Grier
Tonya R. Grier
Clerk to the Commission


EXCEPTIONS:

1. Georgia Power Company Easement recorded in Deed Book 1996, Page 7, Fulton county, Georgia
2. State Highway of Georgia Right of Way Deed dated October 23, 1962, and recorded on November 13, 1962 in Deed Book 3966. Page 583, aforesaid records.
3. Easement for Right of Way to Georgia Power Company dated November 7, 1962, and recorded November 13, 1962, in Deed Book 3966, Page 586, aforesaid records.
4. Easement for Right of Way to Georgia Power Company dated November 7, 1962, and recorded November 13, 1962, in Deed Book 3966, Page 588, aforesaid records.
5. Sewer Easement from Fulton County to City of Atlanta dated January 2, 1964, and recorded February 12, 1964 in Deed Book 4188, Page 353, aforesaid records.
6. Sewer Easement from Fulton County to City of Atlanta dated January 2, 1964, and recorded February 12, 1964 in Deed Book 4188, Page 354, aforesaid records

ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 72
COUNTY: Fulton
DATE OF R/W PLANS: November 1, 2024
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 238 of the 14th Land District and/or 1289th Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

Right of Way

Beginning at a point 38.17 feet right of and opposite Station 324+77.43 on the construction baseline of Ramp DE602 on Georgia Highway P.I. No. 0013918; running thence N 10°29'31.0" E a distance of 55.29 feet to a point 26.12 feet right of and opposite station 325+31.39 on said construction baseline laid out for Ramp DE602; thence N 10°29'32.8" E a distance of 286.98 feet to a point 36.44 feet left of and opposite station 328+11.47 on said construction baseline laid out for Ramp DE602; thence S 88°47'17.2" E a distance of 32.79 feet to a point 6.00 feet left of and opposite station 328+23.68 on said construction baseline laid out for Ramp DE602; thence S 88°58'54.2" E a distance of 14.22 feet to a point 7.17 feet right of and opposite station 328+29.02 on said construction baseline laid out for Ramp DE602; thence S 18°07'25.4" W a distance of 45.70 feet to a point 11.12 feet right of and opposite station 327+83.49 on said construction baseline laid out for Ramp DE602; thence S 18°07'27.8" W a distance of 64.99 feet to a point 16.74 feet right of and opposite station 327+18.74 on said construction baseline laid out for Ramp DE602; thence S 18°07'25.8" W a distance of 64.99 feet to a point 22.36 feet right of and opposite station 326+53.99 on said construction baseline laid out for Ramp DE602; thence S 17°29'38.1" W a distance of 64.55 feet to a point 28.65 feet right of and opposite station 325+89.75 on said construction baseline laid out for Ramp DE602; thence S 18°14'12.8" W a distance of 64.98 feet to a point 34.14 feet right of and opposite station 325+24.99 on said construction baseline laid out for Ramp DE602; thence S 18°14'13.0" W a distance of 47.74 feet back to the point of beginning. **Consisting of 0.182 acres, more or less.**

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: Fulton County, Georgia

ADDRESS or LOCATION OF PROPERTY: West Arlington Drive, Atlanta, GA 30311

(1) GROSS PROCEEDS TO SELLER:	\$ <u>12,500.00</u>
(2) CURRENT COUNTY TAXES:	\$ _____
(3) CURRENT CITY TAXES:	\$ _____
(4) MORTGAGE PREPAYMENT PENALTY:	\$ _____
(5) RELEASE OF MORTGAGE FEE:	\$ _____
(6) RETENTION VALUE OF IMPROVEMENTS:	\$ _____
(7) PERFORMANCE BOND:	\$ _____
(8) PAYMENT(S) TO OTHER PARTIES:	
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____
d. _____	\$ _____

TOTAL (Line 8) \$ _____

(9) TOTAL DISBURSEMENTS (LINES 2 THROUGH 8): \$ _____

(10) SUB-TOTAL (LINE 1 LESS LINE 9): \$ 12,500.00

(11) REIMBURSEABLE EXPENSES FOR TRANSFERRING TITLE:

 a. PRO-RATA SHARE TAXES (LINES 2 & 3): \$ _____

 b. MORTGAGE PREPAYMENT/RELEASE FEE (LINES 4 & 5): \$ _____

 c. OTHER APPLICABLE EXPENSES (LINE 8): \$ _____

(12) TOTAL REIMBURSABLE EXPENSES (LINES 11 a, b, & c): \$ _____

(13) NET PROCEEDS TO SELLER (LINE 10 PLUS LINE 12): \$ 12,500.00

THE ABOVE IS THE COMPLETE, TRUE AND CORRECT AMOUNT OF FUNDS RECEIVED AND DISBURSED IN CONNECTION WITH THE ABOVE TRANSACTION.

THE UNDERSIGNED SELLER(S) ACKNOWLEDGE(S) THAT ALL LEGAL SERVICES PERFORMED BY THE CLOSING ATTORNEY WERE ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION, AND NOT ON BEHALF OF THE SELLER(S), AND THAT THE SELLER(S) (WAS) (WERE) NOT GIVEN ANY LEGAL ADVICE BY THE CLOSING ATTORNEY EXCEPT THAT SELLER(S) (WAS) (WERE) ADVISED TO SECURE INDEPENDENT LEGAL COUNSEL TO INSURE THAT THE LEGAL INTERESTS AND RIGHTS OF SELLER(S) ARE PROTECTED, AND FURTHER THAT THIS STATEMENT IS A DEFENSE TO ANY ACTION OR PROCEEDING AGAINST THE CLOSING ATTORNEY OR THE DEPARTMENT OF TRANSPORTATION.

FULTON COUNTY, a political subdivision of the
State of Georgia

Gregory, Doyle, Calhoun & Rogers, LLC

By: [Signature]
Robert L. Pitts, Chairman (DATE)
Fulton County Board of Commissioners

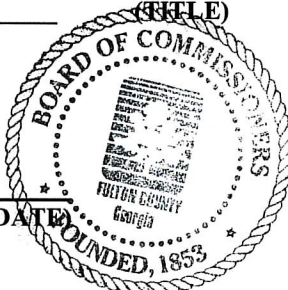
Jeffrey N. Gaba (DATE)

Attest: [Signature]
Tonya R. Grier
Clerk to the Commission

Member/Special Assistant Attorney General
(TITLE)

Approved as to Form:

By: Y. Soo Jo
Y. Soo Jo, County Attorney (DATE)



ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

Rev. 03-01-2018

NOTE: If taxes are not withheld or were not due and payable at time of closing, seller must submit paid tax receipts for reimbursement of their Pro-Rata share to the Georgia Department of Transportation, Office of Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Georgia 30308

D.O.T. USE ONLY

PAYEE: >	<u>Jeffery N. Gaba, Esq.</u>	\$	<u>12,500.00</u>
	<u>Gregory, Doyle, Calhoun & Rogers, LLC</u>	\$	<u> </u>
	<u>49 Atlanta Street</u>	\$	<u> </u>
	<u>Marietta, GA 30060</u>	\$	<u> </u>
	TOTAL	\$	<u>12,500.00</u>

PROJECT NO.	<u>I-285/I-20 West Interchange Improvements</u>
COUNTY:	<u>FULTON</u>
PARCEL NO.	<u>72</u>
P.I. NO.	<u>0013918</u>



Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 72

Received of **Georgia Department of Transportation**, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of **\$12,500.00** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **I-285 / I-20 West Interchange Improvements** being Parcel **72** consisting of **0.182 acres or 7,942.62 square feet** in fee and **N/A** square feet of easement and **N/A** Linear Feet of Access Rights on Georgia Highway Project Identification Number **0013918**.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of **\$N/A**, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to **N/A** for sum of **\$N/A (40% of improvement value)** which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of **Fulton** harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of **\$N/A (20% of improvement value)** which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of **\$N/A**. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of **\$N/A (20% per item)** will be withheld. This amount will be returned upon satisfactory replacement or removal of **N/A**.

This Offer includes a Trade Fixture payment of **\$N/A** for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of **\$N/A (20% per item)** will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number 0013918.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A square feet of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A.

I (We) do (do not) elect to execute and deliver Parcel N/A R deed.

Signed, sealed and delivered this 22 day of July, 2025
in the presence of:

FULTON COUNTY, a political subdivision of the State of Georgia

Adrian Adams
Witness

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

Marla Price
[Notarial Seal] NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
My Commission Expires 08/25/2028

Attest: Tonya R. Grier
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo
Y. Soo Jo, County Attorney



ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____ (DATE)

ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING TITLE: _____

NOTICE OF LEGAL REPRESENTATION

Purchaser: Georgia Department of Transportation

Seller(s): Fulton County, Georgia

Date of Closing: _____

Closing Attorney: GREGORY, DOYLE, CALHOUN & ROGERS, LLC

The undersigned party acknowledges that this transaction has been closed by the Closing Attorney and that the Closing Attorney was designated to close this transaction by and on behalf of the Purchaser. Closing Attorney accordingly represented the Purchaser in this transaction. Closing Attorney did not represent Seller(s) or any other party (other than Purchaser) in connection with this transaction. The undersigned finally acknowledge that they did not receive or rely upon any advice from Closing Attorney regarding this transaction and that such advice, if obtained, was provided by an attorney other than Closing Attorney.

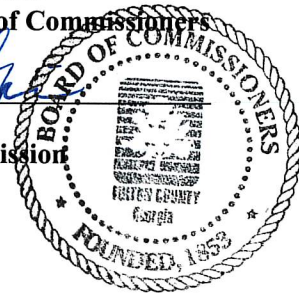
**Fulton County, a political subdivision of the State
of Georgia**

By: _____

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

Attest: _____

**Tonya R. Grier
Clerk to the Commission**



APPROVED AS TO FORM

By: _____

Y. Soo Jo, County Attorney

ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

PROJECT: I-285/I-20 West Interchange Improvements
P.I. NO.: 0013918
PARCEL NO.: 72

State of Georgia
Department of Transportation

IRS REPORTING INFORMATION

1. Address and/or legal description of conveyed property:

West Arlington Drive, Atlanta, GA 30311

2. Residential Property (1 to 4 units): Yes No ☒

3. Contract Sales Price (Gross Proceeds): \$12,500.00

4. TAXPAYER IDENTIFICATION NUMBER and Division of Interest:

(Social Security or Employer Identification) _____

<u>Seller(s) Name</u>	<u>Tax ID Number</u>	<u>Division of Interest</u>
<u>Fulton County, Georgia</u>		<u>100%</u>

5. Correct Mailing Address of Seller(s): 141 Pryor Street SW, Atlanta, GA 30303

6. ALLOCATION OF THE GROSS PROCEEDS:

(See Attached Settlement and Disbursement Statement)

or

(See Attached Appraiser's Affidavit – Page 13)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) that the above information is true and correct and acknowledge(s) that the above information will be submitted to the Internal Revenue Service with other information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

FULTON COUNTY, a political subdivision of the
State of Georgia

Date of Closing

By: _____

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

Gregory, Doyle, Calhoun & Rogers, LLC

Closing Official and Title

Attest: _____

Donya R. Grier

Clerk to the Commission

Approved as to Form:

By: Y. Soo Jo / [Signature]
Y. Soo Jo, County Attorney

ITEM # 25-0455 SRM 6 / 18 / 25
SECOND REGULAR MEETING

After recording return to:

Jeffrey N. Gaba, Esq.
Gregory Doyle Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, GA 30060
GADOT.240203

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE is made as of this _____ day of _____, 2025, by and between **Fulton County, Georgia**, (hereinafter called "Grantor"), and **Department of Transportation** (hereinafter referred to as a "Grantee"). The words "Grantor" and "Grantee" to include their respective successors, heirs, legal representatives and assigns where the context requires or permits.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, remised, released, conveyed and forever quitclaimed, and by these presents does bargain, sell, remise, release, convey and forever quitclaim unto Grantee all of Grantor's interest in that certain tract or parcel of land being particularly described on **Exhibit "A"**, attached hereto and made a part hereof and as shown on the plat of the property prepared by the Department of Transportation, dated November 1, 2024, said plat attached hereto and made a part of this deed as **Exhibit "B"**.

TO HAVE AND TO HOLD said tract or parcel of land, together with said rights, members, easements and appurtenances, so that neither Grantor nor any person claiming under Grantor shall at any time by any means or ways have, claim or demand any right, title or interest in or to said land or any of the rights, members, easements and appurtenances thereof.

SIGNATURES ON THE FOLLOWING PAGE

Parcel 72

IN WITNESS WHEREOF, Grantors has caused this deed to be executed and sealed as of the day and year first above written.

Signed, sealed and delivered this 22 day
of July, 2025
in the presence of:

FULTON COUNTY, a political subdivision of the
State of Georgia

Adrian Alden

Witness

By: Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Maria Price

[Notarial Seal]

NOTARY PUBLIC

DEKALB COUNTY, GEORGIA

My Commission Expires 08/25/2028

APPROVED AS TO FORM

Y. Soo Jo

Y. Soo Jo, County Attorney

Attest:

Tonya R. Grier

Tonya R. Grier
Clerk to the Board of Commissioners



EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 72
COUNTY: Fulton
DATE OF R/W PLANS: November 1, 2024
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 238 of the 14th Land District and/or 1289th Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

Right of Way

Beginning at a point 38.17 feet right of and opposite Station 324+77.43 on the construction baseline of Ramp DE602 on Georgia Highway P.I. No. 0013918; running thence N 10°29'31.0" E a distance of 55.29 feet to a point 26.12 feet right of and opposite station 325+31.39 on said construction baseline laid out for Ramp DE602; thence N 10°29'32.8" E a distance of 286.98 feet to a point 36.44 feet left of and opposite station 328+11.47 on said construction baseline laid out for Ramp DE602; thence S 88°47'17.2" E a distance of 32.79 feet to a point 6.00 feet left of and opposite station 328+23.68 on said construction baseline laid out for Ramp DE602; thence S 88°58'54.2" E a distance of 14.22 feet to a point 7.17 feet right of and opposite station 328+29.02 on said construction baseline laid out for Ramp DE602; thence S 18°07'25.4" W a distance of 45.70 feet to a point 11.12 feet right of and opposite station 327+83.49 on said construction baseline laid out for Ramp DE602; thence S 18°07'27.8" W a distance of 64.99 feet to a point 16.74 feet right of and opposite station 327+18.74 on said construction baseline laid out for Ramp DE602; thence S 18°07'25.8" W a distance of 64.99 feet to a point 22.36 feet right of and opposite station 326+53.99 on said construction baseline laid out for Ramp DE602; thence S 17°29'38.1" W a distance of 64.55 feet to a point 28.65 feet right of and opposite station 325+89.75 on said construction baseline laid out for Ramp DE602; thence S 18°14'12.8" W a distance of 64.98 feet to a point 34.14 feet right of and opposite station 325+24.99 on said construction baseline laid out for Ramp DE602; thence S 18°14'13.0" W a distance of 47.74 feet back to the point of beginning. **Consisting of 0.182 acres, more or less.**