

**After recording return to:  
Alex Rowland, Esq.  
3355 Lenox Rd. N.E., Suite 750  
Atlanta, GA 30326**

Tax Parcel ID: 14 0238 LL0337

## **GEORGIA DEPARTMENT OF TRANSPORTATION**

### **RIGHT OF WAY DEED**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

P. I. NO. 0013918

THIS CONVEYANCE made and executed the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESSETH that Fulton County, a political subdivision of the State of Georgia, the undersigned (hereinafter referred to as “Grantor”), is the owner of a tract of land in FULTON COUNTY, through which I-285 at I-20 West Side Interchange Widening and Reconstruction, known as Project No. 0013918, has been laid out by the Georgia Department of Transportation being more particularly described in a map and drawing of said road in the office of the Georgia Department of Transportation, 600 West Peachtree Street, Atlanta, Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Georgia Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in the Land Lot 238 of the 14<sup>th</sup> Land District and/or 1289 Georgia Militia District of Fulton County, Georgia, and being more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.105 acres, more or less, as shown on the plat of the property prepared by the Georgia Department of Transportation, dated November 5, 2021; revised N/A, said plat attached hereto and made a part of this deed as Exhibit “B”.

In the event Limited Access Rights are being acquired on this project/parcel, the required Limited Access will be shown/labeled on the attached Right of Way maps. The Limited Access Rights will also be described in the attached Legal Description and stated below:  
Limited Access Rights being acquired 263.26 total linear feet.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Georgia Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind themselves, their heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF Grantor has hereunto set their hand and seal the day above written.

Signed, Sealed and Delivered  
this \_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_, in the presence

FULTON COUNTY, a political subdivision of the  
State of Georgia

By: \_\_\_\_\_ (L.S.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_ (L.S.)  
Tonya R. Grier  
Clerk to the Commission

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

## EXHIBIT "A"

P. I. NO.: 0013918  
PARCEL NO.: 68  
COUNTY: Fulton  
DATE OF R/W PLANS: November 5, 2021  
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 1289 Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

### **Required Right of Way**

Beginning at a point 22.77 feet right of and opposite Station 319+70.65 on the construction baseline of Ramp DE602 on Georgia Highway Project No. 0013918; running thence N 27°18'02.0" E a distance of 236.28 feet to a point 40.15 feet right of and opposite station 322+06.30 on said construction baseline laid out for RAMP DE602; thence S 84°35'01.3" E a distance of 15.59 feet to a point 55.01 feet right of and opposite station 322+11.03 on said construction baseline laid out for RAMP DE602; thence S 14°18'34.8" W a distance of 61.75 feet to a point 64.43 feet right of and opposite station 321+50.00 on said construction baseline laid out for RAMP DE602; thence N 66°55'02.8" W a distance of 14.43 feet to a point 50.00 feet right of and opposite station 321+50.00 on said construction baseline laid out for RAMP DE602; thence S 24°02'53.2" W a distance of 168.25 feet to a point 47.16 feet right of and opposite station 319+81.77 on said construction baseline laid out for RAMP DE602; thence S 88°34'47.5" W a distance of 26.81 feet back to the point of beginning. Consisting of 0.105 acres more or less.

### **Limited Access**

Herein granted are 263.26 linear feet of access rights: Beginning at a point 30.03 feet right of and opposite Station 319+73.96 on the construction baseline of Ramp DE602 on Georgia Highway Project No. 0013918; running thence N 88°34'47.5" E a distance of 18.83 feet to a point 47.16 feet right of and opposite station 319+81.77 on said construction baseline laid out for RAMP DE602; thence N 24°02'53.2" E a distance of 168.25 feet to a point 50.00 feet right of and opposite station 321+50.00 on said construction baseline laid out for RAMP DE602; thence S 66°55'02.8" E a distance of 14.43 feet to a point 64.43 feet right of and opposite station 321+50.00 on said construction baseline laid out for RAMP DE602; thence N 14°18'34.8" E a distance of 61.75 feet to a point 55.01 feet right of and opposite station 322+11.03 on said construction baseline laid out for RAMP DE602.

### **Temporary Driveway Easement**

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Beginning at a point 48.62 feet right of and opposite Station 320+67.89 on the construction baseline of Ramp DE602 on Georgia Highway Project No. 0013918; running thence N 24°02'53.2" E a distance of 82.12 feet to a point 50.00 feet right of and opposite station 321+50.00 on said construction baseline laid out for Ramp DE602; thence S 66°55'02.8" E a distance of 14.43 feet to a point 64.43 feet right of and opposite station 321+50.00 on said construction baseline laid out for Ramp DE602; thence S 14°18'34.8" W a distance of 74.72 feet to a point 75.82 feet right of and opposite station 320+76.15 on said construction baseline laid out for Ramp DE602; thence N 83°49'00.8" W a distance of 28.43 feet back to the point of beginning. Consisting of 0.038 acres more or less.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.





EXHIBIT "B"  
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REQ'D R/W - PARCEL 58A/SV34 REQ'D R/W DE1058A

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
100	26.80 R	550+18.70	RAMP DE31
	70.75	S 71°40'14.0" E	
101	30.47 R	550+88.83	RAMP DE31
	214.95	S 17°14'32.8" W	
DE10319	45.00 R	550+92.30	RAMP DE31
ARC LENGTH	69.98		
CHORD BEAR	N 74°42'00.2" W		
LNTH CHORD	69.98		
RADIUS	3845.00		
DEGREE	1°29'24.5"		
DE10320	45.00 R	550+23.14	RAMP DE31
	18.74	N 2°01'08.8" E	
100	26.80 R	550+18.70	RAMP DE31
REQ'D R/W	1151.02 SF		
REQ'D R/W	0.026 ACRES		
REMAINDER	+/- 0.23 ACRES		

PAR 58A LIMIT OF ACCESS DE2058A

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
101	30.47 R	550+88.83	RAMP DE31
	14.95	S 17°14'32.8" W	
DE10319	45.00 R	550+92.30	RAMP DE31
ARC LENGTH	69.98		
CHORD BEAR	N 74°42'00.2" W		
LNTH CHORD	69.98		
RADIUS	3845.00		
DEGREE	1°29'24.5"		
DE10320	45.00 R	550+23.14	RAMP DE31
	18.74	N 2°01'08.8" E	
100	26.80 R	550+18.70	RAMP DE31
LIMIT OF ACCESS LENGTH	103.67 LF		

REQ'D R/W - PARCEL 59/SV62 REQ'D R/W DE1059

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
259	34.04 R	212+50.92	RAMP DE603
	84.90	N 19°00'55.6" E	
255	34.79 R	213+35.82	RAMP DE603
	2.23	S 62°48'46.8" E	
DE10147	37.00 R	213+35.48	RAMP DE603
	87.98	S 18°30'24.1" W	
DE10146	37.00 R	212+47.50	RAMP DE603
	4.53	N 28°21'18.1" W	
259	34.04 R	212+50.92	RAMP DE603
REQ'D R/W	224.06 SF		
REQ'D R/W	0.005 ACRES		
REMAINDER	+/- 0.53 ACRES		

PAR 59 LIMIT OF ACCESS DE2059

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10146	37.00 R	212+47.50	RAMP DE603
	87.98	N 18°30'24.1" E	
DE10147	37.00 R	213+35.48	RAMP DE603
LIMIT OF ACCESS LENGTH	87.98 LF		

REQ'D R/W - PARCEL 60/SV61 REQ'D R/W DE1060

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
255	34.79 R	213+35.82	RAMP DE603
	316.24	N 17°26'43.7" E	
722	28.17 R	316+52.50	RAMP DE602
	222.81	N 77°26'43.4" E	
256	15.16 R	318+75.92	RAMP DE602
	94.71	N 27°13'21.3" E	
257	22.77 R	319+70.65	RAMP DE602
	7.98	N 88°34'47.5" E	
DE10420	30.03 R	319+73.96	RAMP DE602
	158.11	S 23°01'02.8" W	
DE10421	28.00 R	318+15.00	RAMP DE602
	114.38	N 17°09'00.3" E	
DE10422	32.00 R	317+00.00	RAMP DE602
	134.42	S 17°09'00.3" E	
DE10151	37.00 R	215+64.74	RAMP DE603
	229.25	N 18°30'24.1" W	
DE10147	37.00 R	213+35.48	RAMP DE603
	2.23	N 62°48'46.8" W	
255	34.79 R	213+35.82	RAMP DE603
REQ'D R/W	4322.09 SF		
REQ'D R/W	0.099 ACRES		
REMAINDER	+/- 8.0 ACRES		

PAR 60 LIMIT OF ACCESS DE2060

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10147	37.00 R	213+35.48	RAMP DE603
	229.25	N 18°30'24.1" E	
DE10151	37.00 R	215+64.74	RAMP DE603
	134.42	N 17°09'00.3" E	
DE10422	32.00 R	317+00.00	RAMP DE602
	114.38	N 17°09'00.3" E	
DE10421	28.00 R	318+15.00	RAMP DE602
	158.11	N 23°01'02.8" E	
DE10420	30.03 R	319+73.96	RAMP DE602
LIMIT OF ACCESS LENGTH	636.15 LF		

PARCEL 60 DRIVEWAY ONESMT PARCEL 60 REQ'D DRWY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10422	32.00 R	317+00.00	RAMP DE602
	114.38	N 18°42'41.5" E	
DE10421	28.00 R	318+15.00	RAMP DE602
	158.11	N 23°01'02.8" E	
DE10420	30.03 R	319+73.96	RAMP DE602
	5.49	N 88°34'47.5" E	
DE10424	35.05 R	319+76.24	RAMP DE602
	160.11	S 23°01'02.8" W	
DE10425	33.01 R	318+15.13	RAMP DE602
	114.20	S 18°42'52.5" W	
DE10428	37.00 R	317+00.19	RAMP DE602
	5.00	N 72°04'09.1" W	
DE10422	32.00 R	317+00.00	RAMP DE602
REQ'D EASMT	1367.34 SF		
REQ'D EASMT	0.031 ACRES		

REQ'D R/W - PARCEL 62/SV66 REQ'D R/W DE1062

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10336	30.00 R	337+02.25	RAMP DE145
	33.40	N 5°44'01.4" E	
DE10156	30.00 R	777+60.54	RAMP DE45
	41.15	N 4°27'38.5" E	
DE10155	30.00 R	777+19.39	RAMP DE45
	14.14	N 89°38'03.2" E	
75	15.90 R	777+18.38	RAMP DE45
	75.05	S 8°35'00.8" W	
403	20.59 R	337+01.35	RAMP DE145
	9.48	N 89°45'38.8" W	
DE10336	30.00 R	337+02.25	RAMP DE145
REQ'D R/W	861.77 SF		
REQ'D R/W	0.020 ACRES		
REMAINDER	+/- 0.53 ACRES		

PAR 62 LIMIT OF ACCESS DE2062

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10336	30.00 R	337+02.25	RAMP DE145
	33.40	N 5°44'01.4" E	
DE10156	30.00 R	777+60.54	RAMP DE45
	41.15	N 4°27'38.5" E	
DE10155	30.00 R	777+19.39	RAMP DE45
LIMIT OF ACCESS LENGTH	74.55 LF		

REQ'D R/W - PARCEL 63/SV67 REQ'D R/W DE1063

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10155	30.00 R	777+19.39	RAMP DE45
	69.77	N 4°27'38.5" E	
DE10157	30.00 R	776+49.62	RAMP DE45
	19.34	S 88°41'41.0" E	
404	10.69 R	776+48.56	RAMP DE45
	70.02	S 8°43'19.7" W	
75	15.90 R	777+18.38	RAMP DE45
	14.14	N 89°38'03.2" W	
DE10155	30.00 R	777+19.39	RAMP DE45
REQ'D R/W	1163.19 SF		
REQ'D R/W	0.027 ACRES		
REMAINDER	+/- 0.52 ACRES		

PAR 63 LIMIT OF ACCESS DE2063

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10155	30.00 R	777+19.39	RAMP DE45
	69.77	N 4°27'38.5" E	
DE10157	30.00 R	776+49.62	RAMP DE45
LIMIT OF ACCESS LENGTH	69.77 LF		

REQ'D R/W - PARCEL 64/SV68 REQ'D R/W DE1064

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10157	30.00 R	776+49.62	RAMP DE45
	69.87	N 4°27'38.5" E	
DE10158	30.00 R	775+79.75	RAMP DE45
	24.87	S 87°42'57.7" E	
69	5.15 R	775+78.81	RAMP DE45
	69.97	S 9°00'29.1" W	
404	10.69 R	776+48.56	RAMP DE45
	19.34	N 88°41'41.0" W	
DE10157	30.00 R	776+49.62	RAMP DE45
REQ'D R/W	1538.62 SF		
REQ'D R/W	0.035 ACRES		
REMAINDER	+/- 0.53 ACRES		

PAR 64 LIMIT OF ACCESS DE2064

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10157	30.00 R	776+49.62	RAMP DE45
	69.87	N 4°27'38.5" E	
DE10158	30.00 R	775+79.75	RAMP DE45
LIMIT OF ACCESS LENGTH	69.87 LF		

REQ'D R/W - PARCEL 65/SV69 REQ'D R/W DE1065

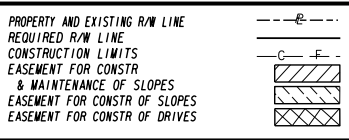
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10555	40.00 R	775+80.13	RAMP DE45
	74.96	N 4°27'38.5" E	
DE10556	40.00 R	775+05.17	RAMP DE45
	32.03	S 87°53'03.1" E	
405	8.00 R	775+03.86	RAMP DE45
	75.00	S 2°17'02.2" W	
69	5.15 R	775+78.81	RAMP DE45
	24.87	N 87°42'57.7" W	
DE10158	30.00 R	775+79.75	RAMP DE45
	10.01	N 87°42'57.7" W	
DE10555	40.00 R	775+80.13	RAMP DE45
REQ'D R/W	2507.49 SF		
REQ'D R/W	0.058 ACRES		
REMAINDER	+/- 0.53 ACRES		

PAR 65 LIMIT OF ACCESS DE2065

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10555	40.00 R	775+80.13	RAMP DE45
	74.96	N 4°27'38.5" E	
DE10556	40.00 R	775+05.17	RAMP DE45
	14.53	N 87°53'03.1" W	
406	54.52 R	775+05.77	RAMP DE45
LIMIT OF ACCESS LENGTH	89.49 LF		

REQ'D R/W - PARCEL 68/SV60 REQ'D R/W DE1068

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
257	22.77 R	319+70.65	RAMP DE602
	236.28	N 27°18'02.0" E	
140	40.15 R	322+06.30	RAMP DE602
	15.59	S 84°35'01.3" E	
166	55.01 R	322+11.03	RAMP DE602
	61.75	S 14°18'34.8" W	
DE10167	64.43 R	321+50.00	RAMP DE602
	14.43	N 66°55'02.8" W	
DE10168	50.00 R	321+50.00	RAMP DE602
	168.25	S 24°02'53.2" E	
DE10148	47.16 R	319+81.77	RAMP DE602
	26.81	S 88°34'47.5" W	
257	22.77 R	319+70.65	RAMP DE602
REQ'D R/W	4567.88 SF		
REQ'D R/W	0.105 ACRES		
REMAINDER	+/- 0.11 ACRES		



BEGIN LIMIT OF ACCESS.....BLA  
END LIMIT OF ACCESS.....ELA  
LIMIT OF ACCESS  
REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY MAP**  
PROJECT NO: 0013918  
COUNTY: FULTON  
LAND LOT NO: 237, 238  
LAND DISTRICT: 14  
SNO 1289  
DATE 11/05/21 SH 51 OF 60  
DRAWING NO.  
**60-0051**

EXHIBIT "B"  
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PAR 68 LIMIT OF ACCESS DE2068

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10420	30.03	R	319+73.96 N 88°34'47.5" E	RAMP DE602
DE10148	47.16	R	319+81.77 N 24°02'53.2" E	RAMP DE602
DE10168	50.00	R	321+50.00 S 86°55'02.8" E	RAMP DE602
DE10167	64.43	R	321+50.00 N 14°18'34.8" E	RAMP DE602
166	55.01	R	322+11.03	RAMP DE602

LIMIT OF ACCESS LENGTH = 263.26 LF

PARCEL 68 DRIVEWAY  
 DMSMT PARCEL 68  
 REQ'D DRWY, EASMT.

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10558	48.62	R	320+67.89 N 24°02'53.2" E	RAMP DE602
DE10168	50.00	R	321+50.00 S 66°55'02.8" E	RAMP DE602
DE10167	64.43	R	321+50.00 S 14°18'34.8" W	RAMP DE602
DE10559	75.82	R	320+76.15 N 83°49'00.8" W	RAMP DE602
DE10558	48.62	R	320+67.89	RAMP DE602

REQ'D EASMT 1644.00 SF  
 REQ'D R/W 0.038 ACRES

REQ'D R/W - PARCEL 69/SV59 REQ'D R/W DE1069

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10169	48.33	R	323+57.50 N 18°14'41.8" E	RAMP DE602
203	45.54	R	323+90.51 N 18°14'12.8" E	RAMP DE602
DE10170	75.00	R	323+93.02 S 23°04'57.2" W	RAMP DE602
DE10171	75.00	R	323+85.00 S 23°04'57.2" W	RAMP DE602
DE10169	48.33	R	323+57.50	RAMP DE602

REQ'D R/W 598.71 SF  
 REQ'D R/W 0.014 ACRES  
 REMAINDER +/- 0.16 ACRES

PAR 69 LIMIT OF ACCESS DE2069

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10169	48.33	R	323+57.50 N 18°12'17.0" E	RAMP DE602
DE10171	75.00	R	323+85.00 N 23°04'57.2" E	RAMP DE602
DE10170	75.00	R	323+93.02	RAMP DE602

LIMIT OF ACCESS LENGTH = 46.32 LF

PARCEL 69 EASEMENT  
 ESMT PARCEL 69  
 EASMT FOR CONST. AND MAINT. OF SLOPES & DRAINAGE

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
85	55.67	R	322+70.97 N 18°14'02.3" E	RAMP DE602
DE10169	48.33	R	323+57.50 N 67°13'51.0" E	RAMP DE602
DE10380	51.10	R	323+60.36 S 18°14'13.2" W	RAMP DE602
DE10379	58.61	R	322+71.78 N 82°20'29.0" W	RAMP DE602
85	55.67	R	322+70.97	RAMP DE602

REQ'D EASMT 263.81 SF  
 REQ'D R/W 0.006 ACRES

REQ'D R/W - PARCEL 70/SV58 REQ'D R/W DE1070

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10170	75.00	R	323+93.02 S 39°29'39.2" W	RAMP DE602
203	45.54	R	323+90.51 N 18°14'12.8" E	RAMP DE602
228	38.17	R	324+77.43 N 18°14'13.0" E	RAMP DE602
224	34.14	R	325+24.99 S 71°45'47.3" E	RAMP DE602
DE10172	75.00	R	325+28.46 S 23°04'57.2" W	RAMP DE602

REQ'D R/W 4762.90 SF  
 REQ'D R/W 0.109 ACRES  
 REMAINDER +/- 0.27 ACRES

PAR 70 LIMIT OF ACCESS DE2070

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10170	75.00	R	323+93.02 S 39°29'39.2" W	RAMP DE602
DE10172	75.00	R	325+28.46	RAMP DE602

LIMIT OF ACCESS LENGTH = 135.44 LF

REQ'D R/W - PARCEL 71/SV818 REQ'D R/W DE1071

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10172	75.00	R	325+28.46 N 71°45'47.3" W	RAMP DE602
224	34.14	R	325+24.99 N 18°14'12.8" E	RAMP DE602
1661	28.65	R	325+89.75 S 71°45'47.9" E	RAMP DE602
DE10411	45.00	R	325+91.13 S 23°04'57.2" W	RAMP DE602
DE10175	45.00	R	325+55.00 S 33°13'38.5" E	RAMP DE602
DE10174	75.00	R	325+35.00 S 23°04'57.2" W	RAMP DE602
DE10172	75.00	R	325+28.46	RAMP DE602

REQ'D R/W 1421.94 SF  
 REQ'D R/W 0.033 ACRES  
 REMAINDER +/- 0.15 ACRES

PAR 71 LIMIT OF ACCESS DE2071

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10172	75.00	R	325+28.46 N 23°04'57.2" E	RAMP DE602
DE10174	75.00	R	325+35.00 N 33°13'38.5" W	RAMP DE602
DE10175	45.00	R	325+55.00 N 23°04'57.2" E	RAMP DE602
DE10411	45.00	R	325+91.13 N 71°45'47.9" W	RAMP DE602
DE10173	40.00	R	325+90.71	RAMP DE602

LIMIT OF ACCESS LENGTH = 83.75 LF

REQ'D R/W - PARCEL 72/SV57 REQ'D R/W DE1072

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
228	38.17	R	324+77.43 S 55.29	RAMP DE602
725	26.12	R	325+31.39 N 10°29'32.8" E	RAMP DE602
229	36.44	L	328+11.47 S 88°47'17.2" E	RAMP DE602
142	6.00	L	328+23.68 S 88°58'54.2" E	RAMP DE602
230	7.17	R	328+29.02 S 18°07'25.4" W	RAMP DE602
1649	11.12	R	327+83.99 S 18°07'27.8" W	RAMP DE602
1647	16.74	R	327+18.74 S 18°07'25.8" W	RAMP DE602
1644	22.37	R	326+54.93 S 17°29'38.1" W	RAMP DE602
1661	28.65	R	325+89.75 S 18°14'12.8" W	RAMP DE602
224	34.14	R	325+24.99 S 18°14'13.0" W	RAMP DE602
228	38.17	R	324+77.43	RAMP DE602

REQ'D R/W 7942.62 SF  
 REQ'D R/W 0.182 ACRES  
 REMAINDER +/- 0.00 ACRES

REQ'D R/W - PARCEL 73/SV758 REQ'D R/W DE1073

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10173	40.00	R	325+90.71 N 71°45'47.9" W	RAMP DE602
1661	28.65	R	325+89.75 N 17°29'38.1" E	RAMP DE602
1644	20.84	R	426+54.93 S 72°17'40.3" E	RAMP DE601
DE10176	40.00	R	426+57.58 S 25°34'57.2" W	RAMP DE601
DE10177	40.00	R	426+53.37 S 23°09'28.5" W	RAMP DE601
DE10173	40.00	R	325+90.71	RAMP DE602

REQ'D R/W 970.95 SF  
 REQ'D R/W 0.022 ACRES  
 REMAINDER +/- 0.16 ACRES

PAR 73 LIMIT OF ACCESS DE2073

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10173	40.00	R	325+90.71 N 23°09'28.5" E	RAMP DE602
DE10177	40.00	R	426+21.37 N 25°34'57.2" E	RAMP DE601
DE10176	40.00	R	426+57.58	RAMP DE601

LIMIT OF ACCESS LENGTH = 65.13 LF

REQ'D R/W - PARCEL 74/SV821 REQ'D R/W DE1074

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10176	40.00	R	426+57.59 N 72°18'32.8" W	RAMP DE601
1644	20.84	R	426+54.93 N 18°07'25.8" E	RAMP DE601
1647	12.40	R	427+19.37 S 72°16'24.2" E	RAMP DE601
DE10178	40.00	R	427+23.18 S 25°34'57.2" W	RAMP DE601
DE10176	40.00	R	426+57.59	RAMP DE601

REQ'D R/W 1533.67 SF  
 REQ'D R/W 0.035 ACRES  
 REMAINDER +/- 0.15 ACRES

PAR 74 LIMIT OF ACCESS DE2074

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10176	41.62	R	326+55.81 N 25°34'57.2" E	RAMP DE601
DE10178	44.48	R	327+21.34	RAMP DE601

LIMIT OF ACCESS LENGTH = 65.59 LF

REQ'D R/W - PARCEL 75/SV759 REQ'D R/W DE1075

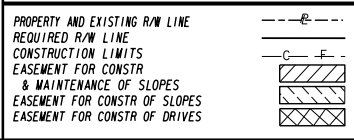
PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10178	40.00	R	427+23.18 S 72°16'24.2" W	RAMP DE601
1647	12.40	R	427+19.37 N 18°07'27.8" E	RAMP DE601
1649	3.97	R	427+83.82 S 72°16'22.5" E	RAMP DE601
DE10179	40.00	R	427+88.79 S 25°34'57.2" W	RAMP DE601
DE10178	40.00	R	427+23.18	RAMP DE601

REQ'D R/W 2087.30 SF  
 REQ'D R/W 0.048 ACRES  
 REMAINDER +/- 0.13 ACRES

PAR 75 LIMIT OF ACCESS DE2075

PNT	OFFSET/	DIST	STATION/ BEARING	ALIGNMENT
DE10178	44.48	R	327+21.34 N 25°34'57.2" E	RAMP DE601
DE10179	47.34	R	327+86.89	RAMP DE601

LIMIT OF ACCESS LENGTH = 65.61 LF



BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 LIMIT OF ACCESS  
 REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS

DATE	REVISIONS

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0013918  
 COUNTY: FULTON  
 LAND LOT NO: 238  
 LAND DISTRICT: 14  
 GMD 1289  
 DATE: 11/05/21 SH 52 OF 60  
 DRAWING NO.  
**60-0052**



# Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 68

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 \$ 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 68 consisting of 0.105 acres in fee and N/A square feet of easement and 263.26 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 two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, 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 reconstructions 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 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 \_\_\_\_ day of \_\_\_\_\_, 2024

FULTON COUNTY, a political subdivision of the State of Georgia

in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**ACCEPTED: DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_ (DATE)

TITLE: \_\_\_\_\_

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: <u>Fulton County, a political subdivision of the State of Georgia</u>	
ADDRESS or LOCATION OF PROPERTY: <u>Delmar Ln NW, Atlanta, GA 30311</u>	
(1) GROSS PROCEEDS TO SELLER:	\$ <u>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 PAYMENTS TO OTHER PARTIES (Line 8)	\$ _____
(9) TOTAL OF ALL DISBURSEMENTS (LINES 2 THROUGH 8):	\$ _____
(10) PROCEEDS MINUS DISBURSEMENTS (LINE 1 LESS LINE 9):	\$ _____
(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):	\$ <u>500.00</u>

\*\*\*\*\*

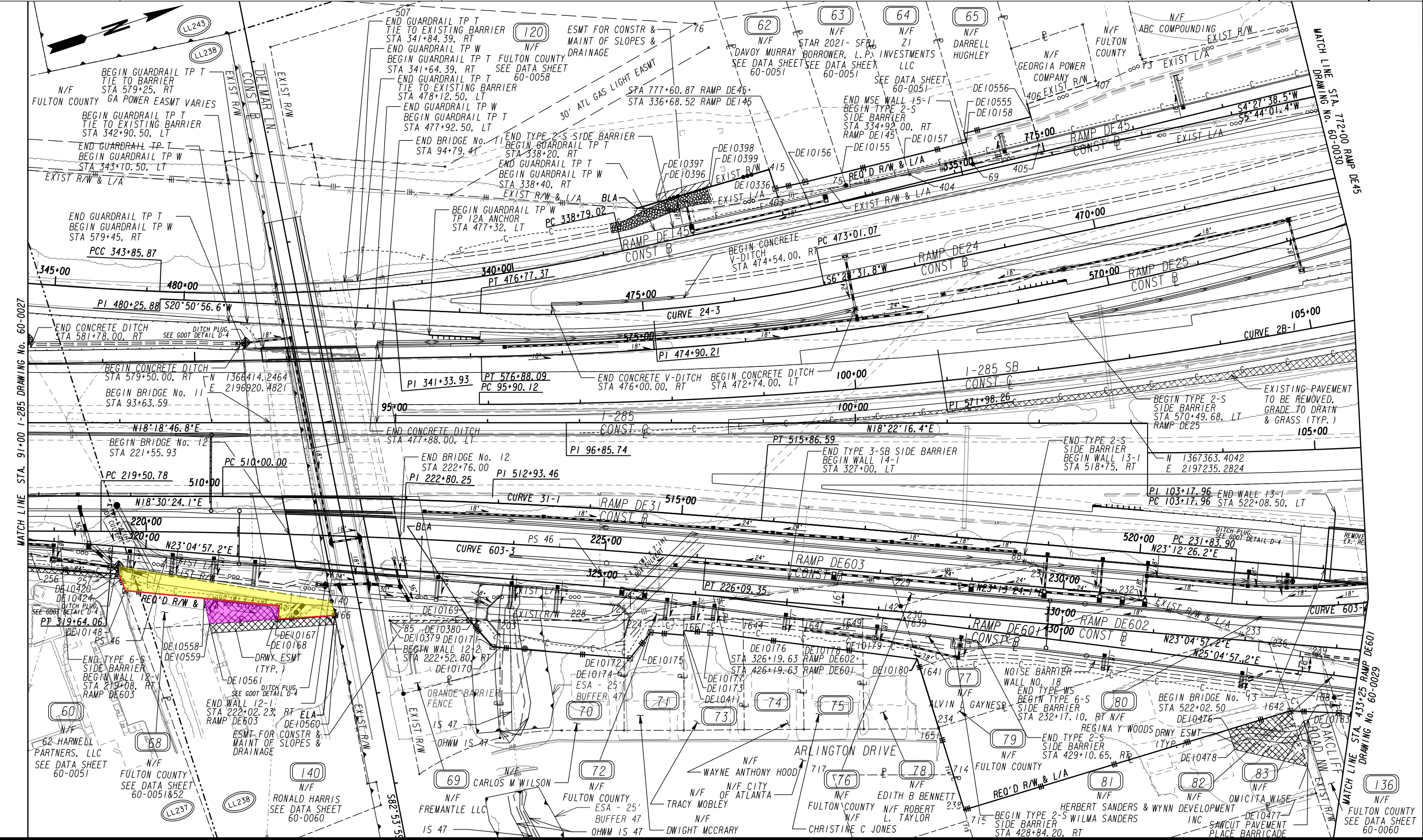
The above is the complete, true and correct amount of funds received and disbursed in connection with the above transaction. **The seller is hereby notified by this document to proceed with the removal of all on site trade fixtures and/or retained improvements as previously identified and approved by the department. In the event that these items have not been removed within 30 calendar days from the date of this notice, they will be considered abandoned and shall be removed and/or demolished by the department. (this notice does not apply if the seller and/or other interests in possession are classified by the department as relocation displacements.) The removal of and/or damage to any portion of the property not retained by the seller is unlawful and such action will be subject to prosecution by the state.**

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.

[Continues on next page]



EXHIBIT "B"  
Page 1 of 3



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
LIMIT OF ACCESS	---
REQ'D R/W & LIMIT OF ACCESS	---

SCALE IN FEET  
0 50 100 200

DATE	REVISIONS	DATE	REVISIONS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY MAP**

PROJECT NO: 0013918  
COUNTY: FULTON  
LAND LOT NO: 243, 237, 238  
LAND DISTRICT: 14  
GMD 1289  
DATE 11/05/21 SH 28 OF 60

DRAWING No.  
**60-0028**



EXHIBIT "B"  
Page 2 of 3

REQ'D R/W - PARCEL 58A/SV34				REQ'D R/W	DE1058A
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
100	26.80 R	550+18.70	RAMP DE31		
	70.75	S 71°40'14.0" E			
101	30.47 R	550+88.83	RAMP DE31		
	14.95	S 1°14'32.8" W			
DE10319	45.00 R	550+92.30	RAMP DE31		
ARC LENGTH = 69.98					
CHORD BEAR = N 74°42'00.2" W					
LNTH CHORD = 69.98					
RADIUS = 3845.00					
DEGREE = 1°29'24.5"					
DE10320	45.00 R	550+23.14	RAMP DE31		
	18.74	N 2°01'08.8" E			
100	26.80 R	550+18.70	RAMP DE31		
REQD R/W = 1151.02 SF					
REQD R/W = 0.026 ACRES					
REMAINDER = +/- 0.23 ACRES					

PAR 58A LIMIT OF ACCESS				DE2058A
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
101	30.47 R	550+88.83	RAMP DE31	
	14.95	S 1°14'32.8" W		
DE10319	45.00 R	550+92.30	RAMP DE31	
ARC LENGTH = 69.98				
CHORD BEAR = N 74°42'00.2" W				
LNTH CHORD = 69.98				
RADIUS = 3845.00				
DEGREE = 1°29'24.5"				
DE10320	45.00 R	550+23.14	RAMP DE31	
	18.74	N 2°01'08.8" E		
100	26.80 R	550+18.70	RAMP DE31	
LIMIT OF ACCESS LENGTH = 103.67 LF				

REQ'D R/W - PARCEL 59/SV62				REQ'D R/W	DE1059
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
259	34.04 R	212+50.92	RAMP DE603		
	84.90	N 19°00'55.6" E			
255	34.79 R	213+35.82	RAMP DE603		
	2.23	S 62°48'46.8" E			
DE10147	37.00 R	213+35.48	RAMP DE603		
	87.98	S 18°30'24.1" W			
DE10146	37.00 R	212+47.50	RAMP DE603		
	4.53	N 22°21'18.1" W			
259	34.04 R	212+50.92	RAMP DE603		
REQD R/W = 224.06 SF					
REQD R/W = 0.005 ACRES					
REMAINDER = +/- 0.53 ACRES					

PAR 59 LIMIT OF ACCESS				DE2059
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10146	37.00 R	212+47.50	RAMP DE603	
	87.98	N 18°30'24.1" E		
DE10147	37.00 R	213+35.48	RAMP DE603	
LIMIT OF ACCESS LENGTH = 87.98 LF				

REQ'D R/W - PARCEL 60/SV61				REQ'D R/W	DE1060
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
255	34.79 R	213+35.82	RAMP DE603		
	316.24	N 17°26'43.7" E			
722	28.17 R	316+52.50	RAMP DE602		
	222.81	N 17°26'43.4" E			
256	15.16 R	318+75.92	RAMP DE602		
	94.71	N 27°13'21.3" E			
257	22.77 R	319+70.65	RAMP DE602		
	7.98	N 88°34'47.5" E			
DE10420	30.03 R	319+73.96	RAMP DE602		
	158.11	S 23°01'02.8" W			
DE10421	28.00 R	318+15.00	RAMP DE602		
	114.38	S 18°42'41.5" W			
DE10422	32.00 R	317+00.00	RAMP DE602		
	134.42	S 17°09'00.3" W			
DE10151	37.00 R	215+64.74	RAMP DE603		
	229.25	S 18°30'24.1" W			
DE10147	37.00 R	213+35.48	RAMP DE603		
	2.23	N 62°48'46.8" W			
255	34.79 R	213+35.82	RAMP DE603		
REQD R/W = 4322.09 SF					
REQD R/W = 0.099 ACRES					
REMAINDER = +/- 8.0 ACRES					

PAR 60 LIMIT OF ACCESS				DE2060
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10147	37.00 R	213+35.48	RAMP DE603	
	229.25	N 18°30'24.1" E		
DE10151	37.00 R	215+64.74	RAMP DE603	
	134.42	N 17°09'00.3" E		
DE10422	32.00 R	317+00.00	RAMP DE602	
	114.38	N 18°42'41.5" E		
DE10421	28.00 R	318+15.00	RAMP DE602	
	158.11	N 23°01'02.8" E		
DE10420	30.03 R	319+73.96	RAMP DE602	
LIMIT OF ACCESS LENGTH = 636.15 LF				

PARCEL 60 DRIVEWAY DWESMT PARCEL 60 REQ'D DRWY. EASMT.			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10422	32.00 R	317+00.00	RAMP DE602
	114.38	N 18°42'41.5" E	
DE10421	28.00 R	318+15.00	RAMP DE602
	158.11	N 23°01'02.8" E	
DE10420	30.03 R	319+73.96	RAMP DE602
	5.49	N 88°34'47.5" E	
DE10424	35.03 R	319+76.24	RAMP DE602
	160.11	S 23°01'02.8" W	
DE10425	33.01 R	318+15.13	RAMP DE602
	114.20	S 18°42'52.5" W	
DE10428	37.00 R	317+00.19	RAMP DE602
	5.00	N 72°04'09.1" W	
DE10422	32.00 R	317+00.00	RAMP DE602
REQD EASMT = 1367.34 SF			
REQD EASMT = 0.031 ACRES			

REQ'D R/W - PARCEL 62/SV66				REQ'D R/W	DE1062
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE10336	30.00 R	337+02.25	RAMP DE145		
	33.40	N 5°44'01.4" E			
DE10156	30.00 R	777+60.54	RAMP DE45		
	41.15	N 4°27'38.5" E			
DE10155	30.00 R	777+19.39	RAMP DE45		
	14.14	S 89°38'03.2" E			
75	15.90 R	777+18.38	RAMP DE45		
	75.05	S 8°35'00.8" W			
403	20.57 R	337+01.35	RAMP DE145		
	9.48	N 89°45'38.8" W			
DE10336	30.00 R	337+02.25	RAMP DE145		
REQD R/W = 861.77 SF					
REQD R/W = 0.020 ACRES					
REMAINDER = +/- 0.53 ACRES					

PAR 62 LIMIT OF ACCESS				DE2062
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10336	30.00 R	337+02.25	RAMP DE145	
	33.40	N 5°44'01.4" E		
DE10156	30.00 R	777+60.54	RAMP DE45	
	41.15	N 4°27'38.5" E		
DE10155	30.00 R	777+19.39	RAMP DE45	
LIMIT OF ACCESS LENGTH = 74.55 LF				

REQ'D R/W - PARCEL 63/SV67				REQ'D R/W	DE1063
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE10155	30.00 R	777+19.39	RAMP DE45		
	69.77	N 4°27'38.5" E			
DE10157	30.00 R	776+49.62	RAMP DE45		
	19.34	S 88°41'41.0" E			
404	10.69 R	776+48.56	RAMP DE45		
	70.02	S 8°43'19.7" W			
75	15.90 R	777+18.38	RAMP DE45		
	14.14	N 89°38'03.2" W			
DE10155	30.00 R	777+19.39	RAMP DE45		
REQD R/W = 1163.19 SF					
REQD R/W = 0.027 ACRES					
REMAINDER = +/- 0.52 ACRES					

PAR 63 LIMIT OF ACCESS				DE2063
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10155	30.00 R	777+19.39	RAMP DE45	
	69.77	N 4°27'38.5" E		
DE10157	30.00 R	776+49.62	RAMP DE45	
LIMIT OF ACCESS LENGTH = 69.77 LF				

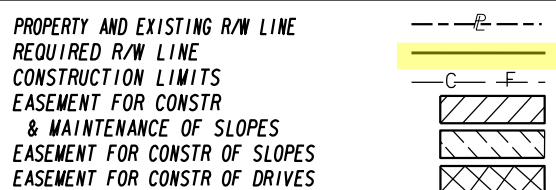
REQ'D R/W - PARCEL 64/SV68				REQ'D R/W	DE1064
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE10157	30.00 R	776+49.62	RAMP DE45		
	69.87	N 4°27'38.5" E			
DE10158	30.00 R	775+79.75	RAMP DE45		
	24.87	S 87°42'57.7" E			
69	5.15 R	775+78.81	RAMP DE45		
	61.75	S 14°18'34.8" W			
404	10.69 R	776+48.56	RAMP DE45		
	69.97	S 9°00'29.1" W			
19.34	776+48.56	RAMP DE45			
DE10157	30.00 R	776+49.62	RAMP DE45		
REQD R/W = 1538.62 SF					
REQD R/W = 0.035 ACRES					
REMAINDER = +/- 0.53 ACRES					

PAR 64 LIMIT OF ACCESS				DE2064
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10157	30.00 R	776+49.62	RAMP DE45	
	69.87	N 4°27'38.5" E		
DE10158	30.00 R	775+79.75	RAMP DE45	
LIMIT OF ACCESS LENGTH = 69.87 LF				

REQ'D R/W - PARCEL 65/SV69				REQ'D R/W	DE1065
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE10555	40.00 R	775+80.13	RAMP DE45		
	74.96	N 4°27'38.5" E			
DE10556	40.00 R	775+05.17	RAMP DE45		
	32.03	S 87°53'03.1" E			
405	8.00 R	775+03.86	RAMP DE45		
	75.00	S 2°17'02.2" W			
69	5.15 R	775+78.81	RAMP DE45		
	24.87	N 87°42'57.7" W			
DE10158	30.00 R	775+79.75	RAMP DE45		
	10.01	N 87°42'57.7" W			
DE10555	40.00 R	775+80.13	RAMP DE45		
REQD R/W = 2507.49 SF					
REQD R/W = 0.058 ACRES					
REMAINDER = +/- 0.53 ACRES					

PAR 65 LIMIT OF ACCESS				DE2065
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10555	40.00 R	775+80.13	RAMP DE45	
	74.96	N 4°27'38.5" E		
DE10556	40.00 R	775+05.17	RAMP DE45	
	14.53	N 87°53'03.1" W		
406	54.52 R	775+05.77	RAMP DE45	
LIMIT OF ACCESS LENGTH = 89.49 LF				

REQ'D R/W - PARCEL 68/SV60				REQ'D R/W	DE1068
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
257	22.77 R	319+70.65	RAMP DE602		
	236.28	N 27°18'02.0" E			
140	40.15 R	322+06.30	RAMP DE602		
	15.59	S 84°35'01.3" E			
166	55.01 R	322+11.03	RAMP DE602		
	61.75	S 14°18'34.8" W			
DE10167	64.43 R	321+50.00	RAMP DE602		
	14.43	N 66°55'02.8" W			
DE10168	50.00 R	321+50.00	RAMP DE602		
	168.25	S 24°02'53.2" W			
DE10148	47.16 R	319+81.77	RAMP DE602		
	26.81	S 88°34'47.5" W			
257	22.77 R	319+70.65	RAMP DE602		
REQD R/W = 4567.88 SF					
REQD R/W = 0.105 ACRES					
REMAINDER = +/- 0.11 ACRES					



BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 LIMIT OF ACCESS  
 REQ'D R/W & LIMIT OF ACCESS

DATE
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**PAR 68 LIMIT OF ACCESS** DE2068

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10420	30.03 R	319+73.96	RAMP DE602
	18.83	N 88°34'47.5" E	
DE10148	47.16 R	319+81.77	RAMP DE602
	168.25	N 24°02'53.2" E	
DE10168	50.00 R	321+50.00	RAMP DE602
	14.43	S 66°55'02.8" E	
DE10167	64.43 R	321+50.00	RAMP DE602
	61.75	N 14°18'34.8" E	
	166	55.01 R	322+11.03

LIMIT OF ACCESS LENGTH = 263.26 LF

PARCEL 68 DRIVEWAY  
DNESMT PARCEL 68  
REQ'D DRWY. EASM'T.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10558	48.62 R	320+67.89	RAMP DE602
	82.12	N 24°02'53.2" E	
DE10168	50.00 R	321+50.00	RAMP DE602
	14.43	S 66°55'02.8" E	
DE10167	64.43 R	321+50.00	RAMP DE602
	74.72	S 14°18'34.8" W	
DE10559	75.82 R	320+76.15	RAMP DE602
	28.43	N 83°49'00.8" W	
DE10558	48.62 R	320+67.89	RAMP DE602

REQ'D EASMT = 1644.00 SF  
REQ'D EASMT = 0.038 ACRES

REQ'D R/W - PARCEL 69/SV59 REQ'D R/W DE1069

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10169	48.33 R	323+57.50	RAMP DE602
	33.13	N 18°14'41.8" E	
203	45.54 R	323+90.51	RAMP DE602
	29.57	S 71°46'39.2" E	
DE10170	75.00 R	323+93.02	RAMP DE602
	8.02	S 23°04'57.2" W	
DE10171	75.00 R	323+85.00	RAMP DE602
	38.31	S 67°12'17.0" W	
DE10169	48.33 R	323+57.50	RAMP DE602

REQ'D R/W = 596.71 SF  
REQ'D R/W = 0.014 ACRES  
REMAINDER = +/- 0.16 ACRES

**PAR 69 LIMIT OF ACCESS** DE2069

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10169	48.33 R	323+57.50	RAMP DE602
	38.31	N 67°12'17.0" E	
DE10171	75.00 R	323+85.00	RAMP DE602
	8.02	N 23°04'57.2" E	
DE10170	75.00 R	323+93.02	RAMP DE602

LIMIT OF ACCESS LENGTH = 46.32 LF

**PARCEL 69 EASEMENT**  
ESMT PARCEL 69  
EASM'T. FOR CONST. AND MAINT. OF SLOPES & DRAINAGE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
85	55.67 R	322+70.97	RAMP DE602
	86.84	N 18°14'02.3" E	
DE10169	48.33 R	323+57.50	RAMP DE602
	3.98	N 67°13'51.0" E	
DE10380	51.10 R	323+60.36	RAMP DE602
	88.89	S 18°14'13.2" W	
DE10379	58.61 R	322+71.78	RAMP DE602
	3.05	N 82°20'29.0" W	
85	55.67 R	322+70.97	RAMP DE602

REQ'D EASMT = 263.81 SF  
REQ'D EASMT = 0.006 ACRES

REQ'D R/W - PARCEL 70/SV58 REQ'D R/W DE1070

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10170	75.00 R	323+93.02	RAMP DE602
	29.57	N 71°46'39.2" W	
203	45.54 R	323+90.51	RAMP DE602
	87.23	N 18°14'12.8" E	
228	38.17 R	324+77.43	RAMP DE602
	47.74	N 18°14'13.0" E	
224	34.14 R	325+24.99	RAMP DE602
	41.01	S 71°45'47.3" E	
DE10172	75.00 R	325+28.46	RAMP DE602
	135.44	S 23°04'57.2" W	
DE10170	75.00 R	323+93.02	RAMP DE602

REQ'D R/W = 4762.90 SF  
REQ'D R/W = 0.109 ACRES  
REMAINDER = +/- 0.27 ACRES

**PAR 70 LIMIT OF ACCESS** DE2070

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10170	75.00 R	323+93.02	RAMP DE602
	135.44	N 23°04'57.2" E	
DE10172	75.00 R	325+28.46	RAMP DE602

LIMIT OF ACCESS LENGTH = 135.44 LF

REQ'D R/W - PARCEL 71/SV818 REQ'D R/W DE1071

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10172	75.00 R	325+28.46	RAMP DE602
	41.01	N 71°45'47.3" W	
224	34.14 R	325+24.99	RAMP DE602
	64.98	N 18°14'12.8" E	
1661	28.65 R	325+89.75	RAMP DE602
	16.41	S 71°45'47.9" E	
DE10411	45.00 R	325+91.13	RAMP DE602
	36.13	S 23°04'57.2" W	
DE10175	45.00 R	325+55.00	RAMP DE602
	36.06	S 33°13'38.5" E	
DE10174	75.00 R	325+35.00	RAMP DE602
	6.54	S 23°04'57.2" W	
DE10172	75.00 R	325+28.46	RAMP DE602

REQ'D R/W = 1421.94 SF  
REQ'D R/W = 0.033 ACRES  
REMAINDER = +/- 0.15 ACRES

**PAR 71 LIMIT OF ACCESS** DE2071

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10172	75.00 R	325+28.46	RAMP DE602
	6.54	N 23°04'57.2" E	
DE10174	75.00 R	325+35.00	RAMP DE602
	36.06	N 33°13'38.5" W	
DE10175	45.00 R	325+55.00	RAMP DE602
	36.13	N 23°04'57.2" E	
DE10411	45.00 R	325+91.13	RAMP DE602
	5.02	N 71°45'47.9" W	
DE10173	40.00 R	325+90.71	RAMP DE602

LIMIT OF ACCESS LENGTH = 83.75 LF

REQ'D R/W - PARCEL 72/SV57 REQ'D R/W DE1072

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
228	38.17 R	324+77.43	RAMP DE602
	55.29	N 10°29'31.0" E	
725	26.12 R	325+31.39	RAMP DE602
	286.98	N 10°29'32.8" E	
229	36.44 L	328+11.47	RAMP DE602
	32.79	S 88°47'17.2" E	
142	6.00 L	328+23.68	RAMP DE602
	14.22	S 88°58'54.2" E	
230	7.17 R	328+29.02	RAMP DE602
	45.70	S 18°07'25.4" W	
1649	11.12 R	327+83.49	RAMP DE602
	64.99	S 18°07'27.8" W	
1647	16.74 R	327+18.74	RAMP DE602
	64.99	S 18°07'25.8" W	
1644	22.36 R	326+53.99	RAMP DE602
	64.55	S 17°29'38.1" W	
1661	28.65 R	325+89.75	RAMP DE602
	64.98	S 18°14'12.8" W	
224	34.14 R	325+24.99	RAMP DE602
	47.74	S 18°14'13.0" W	
228	38.17 R	324+77.43	RAMP DE602

REQ'D R/W = 7942.62 SF  
REQ'D R/W = 0.182 ACRES  
REMAINDER = +/- 0.00 ACRES

REQ'D R/W - PARCEL 73/SV758 REQ'D R/W DE1073

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10173	40.00 R	325+90.71	RAMP DE602
	11.39	N 71°45'47.9" W	
1661	28.65 R	325+89.75	RAMP DE602
	64.55	N 17°29'38.1" E	
1644	20.84 R	426+54.93	RAMP DE601
	19.34	S 72°17'40.3" E	
DE10176	40.00 R	426+57.58	RAMP DE601
	36.21	S 25°34'57.2" W	
DE10177	40.00 R	426+21.37	RAMP DE601
	28.92	S 23°09'28.5" W	
DE10173	40.00 R	325+90.71	RAMP DE602

REQ'D R/W = 970.95 SF  
REQ'D R/W = 0.022 ACRES  
REMAINDER = +/- 0.16 ACRES

**PAR 73 LIMIT OF ACCESS** DE2073

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10173	40.00 R	325+90.71	RAMP DE602
	28.92	N 23°09'28.5" E	
DE10177	40.00 R	426+21.37	RAMP DE601
	36.21	N 25°34'57.2" E	
DE10176	40.00 R	426+57.58	RAMP DE601

LIMIT OF ACCESS LENGTH = 65.13 LF

REQ'D R/W - PARCEL 74/SV821 REQ'D R/W DE1074

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10176	40.00 R	426+57.59	RAMP DE601
	19.34	N 72°18'32.8" W	
1644	20.84 R	426+54.93	RAMP DE601
	64.99	N 18°07'25.8" E	
1647	12.40 R	427+19.37	RAMP DE601
	27.86	S 72°16'24.2" E	
DE10178	40.00 R	427+23.18	RAMP DE601
	65.59	S 25°34'57.2" W	
DE10176	40.00 R	426+57.59	RAMP DE601

REQ'D R/W = 1533.67 SF  
REQ'D R/W = 0.035 ACRES  
REMAINDER = +/- 0.15 ACRES

**PAR 74 LIMIT OF ACCESS** DE2074

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10176	41.62 R	326+55.81	RAMP DE601
	65.59	N 25°34'57.2" E	
DE10178	44.48 R	327+21.34	RAMP DE601

LIMIT OF ACCESS LENGTH = 65.59 LF

REQ'D R/W - PARCEL 75/SV759 REQ'D R/W DE1075

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10178	40.00 R	427+23.18	RAMP DE601
	27.86	N 72°16'24.2" W	
1647	12.40 R	427+19.37	RAMP DE601
	64.99	N 18°07'27.8" E	
1649	3.97 R	427+83.82	RAMP DE601
	36.37	S 72°16'22.5" E	
DE10179	40.00 R	427+88.79	RAMP DE601
	65.61	S 25°34'57.2" W	
DE10178	40.00 R	427+23.18	RAMP DE601

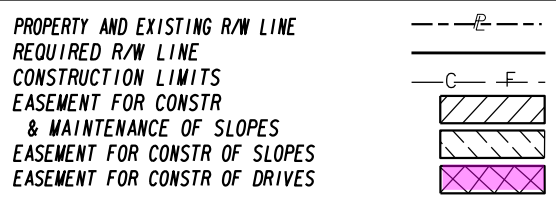
REQ'D R/W = 2087.30 SF  
REQ'D R/W = 0.048 ACRES  
REMAINDER = +/- 0.13 ACRES

**PAR 75 LIMIT OF ACCESS** DE2075

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10178	44.48 R	327+21.34	RAMP DE601
	65.61	N 25°34'57.2" E	
DE10179	47.34 R	327+86.89	RAMP DE601

LIMIT OF ACCESS LENGTH = 65.61 LF

EXHIBIT "B"  
Page 3 of 3



BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 LIMIT OF ACCESS  
 REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY MAP**

PROJECT NO: 0013918  
COUNTY: FULTON  
LAND LOT NO: 238  
LAND DISTRICT: 14  
GMD 1289  
DATE 11/05/21 SH 52 OF 60

DRAWING No.  
**60-0052**

FULTON COUNTY, a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Robert L. Pitts, Chairman (DATE)  
Fulton County Board of Commissioners

> \_\_\_\_\_  
(CLOSING OFFICIAL) (DATE)

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

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**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 by the Department to the Georgia Department of Transportation, Office Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Ga. 30308.**

\*\*\*\*\*

**D.O.T. USE ONLY**

PAYEE: > _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL</b>	\$ _____

**Project No.: 0013918 FULTON COUNTY  
P.I. No.: 0013918, Parcel No.: 68**

Re: Project No.: 0013918 FULTON COUNTY  
P.I. No.: 0013918, Parcel No.: 68

**PROPERTY OWNER'S AFFIDAVIT**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, Fulton County, a political subdivision of the State of Georgia, who after being duly sworn, deposes and says upon oath:

That affiant is the owner in fee simple of the improvements shown on Exhibit "A" attached 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 or 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 Exhibit "A" attached hereto, except as may be set out below;

Further, that there are no suits, judgements, 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 (his/its) 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 Exhibit "A" attached 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.

FULTON COUNTY, a political subdivision of the State of Georgia

Sworn to and subscribed before me,  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_ (S.E.A.L.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

Attest: \_\_\_\_\_ (S.E.A.L.)  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

Exceptions: None.

Property Owner's Affidavit

PI 0013918, Parcel 68

**Re: Project No.: 0013918 FULTON COUNTY, P.I. No.: 0013918, Parcel No.: 68**

INSTRUCTIONS: Please print clearly; cancelling and reissuing a check can cause significant delays in getting paid. Please double check your address.

**CERTIFICATION REGARDING PROPER DISBURSEMENT OF FUNDS**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

The closing attorney for this transaction is directed to disburse the closing funds by sending a check via UPS with the following recipient and tracking information. The closing attorney is directed to make selections at their discretion for all incomplete items.

Country: \_\_\_\_\_

Full Name or Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address (No P.O. Boxes): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Require signature on delivery? Circle either **YES** or **NO**.

Allow recipient to change address? Circle either **YES** or **NO**.

Circle whether this delivery address is **RESIDENTIAL** or **COMMERCIAL**.

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_, in the presence

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

FULTON COUNTY, a political subdivision of the  
State of Georgia

By: \_\_\_\_\_ (L.S.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Attest: \_\_\_\_\_ (L.S.)  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

After recording return to:  
Alex Rowland, Esq.  
3355 Lenox Rd. N.E., Suite 750  
Atlanta, GA 30326

Tax Parcel ID: 14 023800040357

**GEORGIA DEPARTMENT OF TRANSPORTATION**  
**RIGHT OF WAY DEED**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

P. I. NO. 0013918

THIS CONVEYANCE made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

WITNESSETH that Fulton County, a political subdivision of the State of Georgia, the undersigned (hereinafter referred to as “Grantor”), is the owner of a tract of land in FULTON COUNTY, through which I-285 at I-20 West Side Interchange Widening and Reconstruction, known as Project No. 0013918, has been laid out by the Georgia Department of Transportation being more particularly described in a map and drawing of said road in the office of the Georgia Department of Transportation, 600 West Peachtree Street, Atlanta, Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Georgia Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in the Land Lot 238 of the 14<sup>th</sup> Land District and/or 1289 Georgia Militia District of Fulton County, Georgia, and being more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.068 acres, more or less, as shown on the plat of the property prepared by the Georgia Department of Transportation, dated November 5, 2021; revised N/A, said plat attached hereto and made a part of this deed as Exhibit “B”.

In the event Limited Access Rights are being acquired on this project/parcel, the required Limited Access will be shown/labeled on the attached Right of Way maps. The Limited Access Rights will also be described in the attached Legal Description and stated below:  
Limited Access Rights being acquired 0 total linear feet.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Georgia Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind themselves, their heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF Grantor has hereunto set their hand and seal the day above written.

Signed, Sealed and Delivered  
this \_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_, in the presence

FULTON COUNTY, a political subdivision of the  
State of Georgia

By: \_\_\_\_\_ (L.S.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_ (L.S.)  
Tonya R. Grier  
Clerk to the Commission

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**EXHIBIT "A"**

P. I. NO.: 0013918  
PARCEL NO.: 76  
COUNTY: Fulton  
DATE OF R/W PLANS: November 5, 2021  
REVISION DATE: N/A

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

**Required Right of Way**

Beginning at a point 14.90 feet left of and opposite Station 428+23.22 on the construction baseline of Ramp DE601 on Georgia Highway Project No. 0013918; running thence N 88°47'17.2" W a distance of 32.79 feet to a point 44.77 feet left of and opposite station 428+09.69 on said construction baseline laid out for RAMP DE601; thence N 11°20'29.2" E a distance of 144.44 feet to a point 80.30 feet left of and opposite station 429+49.69 on said construction baseline laid out for RAMP DE601; thence N 36°51'12.9" E a distance of 13.83 feet to a point 77.60 feet left of and opposite station 429+63.26 on said construction baseline laid out for RAMP DE601; thence S 1°27'43.9" W a distance of 153.43 feet back to the point of beginning. Consisting of 0.068 acres more or less.





EXHIBIT "B"  
Page 2 of 2

REQ'D R/W - PARCEL 76/SV56 REQ'D R/W DE1076

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
142	14.90 L	428+23.22	RAMP DE601
	32.79	N 88°47'17.2" W	
229	44.77 L	428+09.69	RAMP DE601
	144.44	N 11°20'29.2" E	
88	80.30 L	429+49.69	RAMP DE601
	13.83	N 36°51'12.9" E	
231	77.60 L	429+63.26	RAMP DE601
	153.43	S 1°27'43.9" W	
142	14.90 L	428+23.22	RAMP DE601
REQD R/W	2946.13	SF	
REQD R/W	0.068	ACRES	
REMAINDER	+/- 0.00	ACRES	

REQ'D R/W - PARCEL 77/SV55 REQ'D R/W DE1077

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
142	14.90 L	428+23.22	RAMP DE601
	153.43	N 27°43.9" E	
231	77.60 L	429+63.26	RAMP DE601
	119.03	N 36°51'12.9" E	
232	54.34 L	430+79.99	RAMP DE601
	249.93	S 1°25'48.0" W	
1641	47.93 R	428+51.94	RAMP DE601
	54.86	N 88°58'52.7" W	
230	1.97 L	428+29.13	RAMP DE601
	14.22	N 88°58'54.2" W	
142	14.90 L	428+23.22	RAMP DE601
REQD R/W	13920.57	SF	
REQD R/W	0.320	ACRES	
REMAINDER	+/- 0.00	ACRES	

PAR 77 LIMIT OF ACCESS DE2077

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10180	40.00 R	428+48.32	RAMP DE601
	8.72	S 88°58'50.8" E	
1641	47.93 R	428+51.94	RAMP DE601

LIMIT OF ACCESS LENGTH = 8.72 LF

REQ'D R/W - PARCEL 78/SV76 REQ'D R/W DE1078

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10179	40.00 R	427+88.79	RAMP DE601
	36.37	N 72°16'22.5" W	
1649	3.97 R	427+83.82	RAMP DE601
	45.70	N 18°07'25.4" E	
230	1.97 L	428+29.13	RAMP DE601
	46.14	S 88°58'53.1" E	
DE10180	40.00 R	428+48.32	RAMP DE601
	59.53	S 25°34'57.2" W	
DE10179	40.00 R	427+88.79	RAMP DE601
REQD R/W	2080.33	SF	
REQD R/W	0.048	ACRES	
REMAINDER	+/- 0.13	ACRES	

PAR 78 LIMIT OF ACCESS DE2078

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10179	47.34 R	327+86.89	RAMP DE601
	59.53	N 25°34'57.2" E	
DE10180	49.94 R	328+46.36	RAMP DE601

LIMIT OF ACCESS LENGTH = 59.53 LF

REQ'D R/W - PARCEL 79/SV54 REQ'D R/W DE1079

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1641	47.93 R	428+51.94	RAMP DE601
	249.93	N 1°25'48.0" E	
232	54.34 L	430+79.99	RAMP DE601
	119.03	N 36°51'12.9" E	
233	31.07 L	431+96.72	RAMP DE601
	346.43	S 1°25'48.5" W	
1640	110.67 R	428+80.62	RAMP DE601
	66.99	N 88°58'54.4" W	
1641	47.93 R	428+51.94	RAMP DE601
REQD R/W	20571.21	SF	
REQD R/W	0.472	ACRES	
REMAINDER	+/- 0.00	ACRES	

PAR 79 LIMIT OF ACCESS DE2079

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1641	47.93 R	428+51.94	RAMP DE601
	68.99	S 88°58'54.4" E	
1640	110.67 R	428+80.62	RAMP DE601

LIMIT OF ACCESS LENGTH = 68.99 LF

REQ'D R/W - PARCEL 80/SV53 REQ'D R/W DE1080

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
234	110.67 R	428+80.62	RAMP DE601
	346.43	N 1°25'48.3" E	
233	31.07 L	431+96.72	RAMP DE601
	30.09	N 36°22'32.2" E	
236	25.44 L	432+26.28	RAMP DE601
	76.75	S 88°57'11.2" E	
1642	44.38 R	432+58.15	RAMP DE601
	370.79	S 1°25'50.7" W	
1643	196.09 R	429+19.82	RAMP DE601
	92.33	N 89°04'24.3" W	
1651	112.18 R	428+81.31	RAMP DE601
	1.66	N 88°57'55.0" W	
1640	110.67 R	428+80.62	RAMP DE601
	0.00	S 53°07'48.3" E	
234	110.67 R	428+80.62	RAMP DE601
REQD R/W	34645.76	SF	
REQD R/W	0.795	ACRES	
REMAINDER	+/- 0.00	ACRES	

PAR 80 LIMIT OF ACCESS DE2080

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1642	44.38 R	432+58.15	RAMP DE601
	370.79	S 1°25'50.7" W	
1643	196.09 R	429+19.82	RAMP DE601
	92.33	N 89°04'24.3" W	
1651	112.18 R	428+81.31	RAMP DE601
	1.66	N 88°57'55.0" W	
1640	110.67 R	428+80.62	RAMP DE601

LIMIT OF ACCESS LENGTH = 464.77 LF

PARCEL 81 DRIVEWAY DWESMT PAREL 81 REQ'D DRWY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10476	73.18 R	431+93.93	RAMP DE601
	70.39	N 1°25'51.8" E	
1642	44.38 R	432+58.15	RAMP DE601
	63.50	S 88°57'11.7" E	
DE10477	102.15 R	432+84.52	RAMP DE601
	81.85	S 31°31'30.9" W	
DE10478	93.68 R	432+03.12	RAMP DE601
	22.46	N 88°54'09.7" W	
DE10476	73.18 R	431+93.93	RAMP DE601
REQD EASMT	3030.14	SF	
REQD EASMT	0.070	ACRES	

PAR 81 LIMIT OF ACCESS DE2081

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
238	196.09 R	429+19.82	RAMP DE601
	370.79	N 1°25'50.6" E	
1642	44.38 R	432+58.15	RAMP DE601

LIMIT OF ACCESS LENGTH = 370.79 LF

REQ'D R/W - PARCEL 82/SV52 REQ'D R/W DE1082

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
239	18.60 L	432+83.93	RAMP DE601
	91.02	N 32°20'58.3" E	
240	7.87 L	433+74.31	RAMP DE601
	77.73	S 1°22'26.5" W	
108	24.00 R	433+03.42	RAMP DE601
	46.85	N 89°00'33.4" W	
239	18.60 L	432+83.93	RAMP DE601
REQD R/W	1820.59	SF	
REQD R/W	0.042	ACRES	
REMAINDER	+/- 0.00	ACRES	

REQ'D R/W - PARCEL 83/SV51 REQ'D R/W DE1083

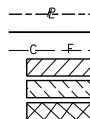
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
108	24.00 R	433+03.42	RAMP DE601
	77.73	N 1°22'26.5" E	
240	7.87 L	433+74.31	RAMP DE601
	182.97	N 32°20'58.0" E	
241	11.13 R	435+56.87	RAMP DE601
	64.36	S 1°22'26.3" W	
DE10184	40.00 R	434+97.83	RAMP DE601
ARC LENGTH	12.33		
CHORD BEAR	S 25°57'01.8" W		
LNTH CHORD	12.33		
RADIUS	960.00		
DEGREE	5°58'05.9"		
DE10185	40.00 R	434+84.98	RAMP DE601
	59.98	S 25°34'57.2" W	
DE10322	40.00 R	434+25.00	RAMP DE601
	10.00	S 64°25'02.8" E	
DE10323	50.00 R	434+25.00	RAMP DE601
	50.00	S 25°34'57.2" W	
DE10324	50.00 R	433+75.00	RAMP DE601
	10.00	N 64°25'02.8" W	
DE10321	40.00 R	433+75.00	RAMP DE601
	64.25	S 25°34'57.2" W	
DE10183	40.00 R	433+10.75	RAMP DE601
	17.60	N 89°00'33.6" W	
108	24.00 R	433+03.42	RAMP DE601
REQD R/W	8675.37	SF	
REQD R/W	0.199	ACRES	
REMAINDER	+/- 0.14	ACRES	

PAR 83 LIMIT OF ACCESS DE2083

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10184	78.32 R	334+94.73	RAMP DE601
ARC LENGTH	12.33		
CHORD BEAR	S 25°57'01.8" W		
LNTH CHORD	12.33		
RADIUS	960.00		
DEGREE	5°58'05.9"		
DE10185	77.73 R	334+82.42	RAMP DE601
	59.98	S 25°34'57.2" W	
DE10322	75.09 R	334+22.49	RAMP DE601
	10.00	S 64°25'02.8" E	
DE10323	85.08 R	334+22.06	RAMP DE601
	50.00	S 25°34'57.2" W	
DE10324	82.90 R	333+72.10	RAMP DE601
	10.00	N 64°25'02.8" W	
DE10321	72.91 R	333+72.54	RAMP DE601
	64.25	S 25°34'57.2" W	
DE10183	70.11 R	333+08.35	RAMP DE601

LIMIT OF ACCESS LENGTH = 206.57 LF

PROPERTY AND EXISTING R/W LINE  
 REQUIRED R/W LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTR OF SLOPES  
 EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 LIMIT OF ACCESS  
 REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY MAP

PROJECT NO: 0013918  
 COUNTY: FULTON  
 LAND LOT NO: 242  
 LAND DISTRICT: 14  
 GND 1289  
 DATE: 11/05/21 SH 53 OF 60  
 DRAWING No.  
 60-0053



# Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 76

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 \$ 7,500.00 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 76 consisting of 0.068 acres 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 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 \_\_\_\_ day of \_\_\_\_\_, 2024

FULTON COUNTY, a political subdivision of the State of Georgia

in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**ACCEPTED: DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_ (DATE)

TITLE: \_\_\_\_\_







REQ'D R/W - PARCEL 76/SV56 REQ'D R/W DE1076

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

REQD R/W = 2946.13 SF  
REQD R/W = 0.068 ACRES  
REMAINDER = +/- 0.00 ACRES

REQ'D R/W - PARCEL 77/SV55 REQ'D R/W DE1077

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

REQD R/W = 13920.57 SF  
REQD R/W = 0.320 ACRES  
REMAINDER = +/- 0.00 ACRES

PAR 77 LIMIT OF ACCESS DE2077

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

LIMIT OF ACCESS LENGTH = 8.72 LF

REQ'D R/W - PARCEL 78/SV76 REQ'D R/W DE1078

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

REQD R/W = 2080.33 SF  
REQD R/W = 0.048 ACRES  
REMAINDER = +/- 0.13 ACRES

PAR 78 LIMIT OF ACCESS DE2078

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

LIMIT OF ACCESS LENGTH = 59.53 LF

REQ'D R/W - PARCEL 79/SV54 REQ'D R/W DE1079

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

REQD R/W = 20571.21 SF  
REQD R/W = 0.472 ACRES  
REMAINDER = +/- 0.00 ACRES

PAR 79 LIMIT OF ACCESS DE2079

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

LIMIT OF ACCESS LENGTH = 68.99 LF

REQ'D R/W - PARCEL 80/SV53 REQ'D R/W DE1080

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

REQD R/W = 34645.76 SF  
REQD R/W = 0.795 ACRES  
REMAINDER = +/- 0.00 ACRES

PAR 80 LIMIT OF ACCESS DE2080

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

LIMIT OF ACCESS LENGTH = 464.77 LF

PARCEL 81 DRIVEWAY DWESMT PAREL 81 REQ'D DRWY. EASMT.

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

REQD EASMT = 3030.14 SF  
REQD EASMT = 0.070 ACRES

PAR 81 LIMIT OF ACCESS DE2081

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

LIMIT OF ACCESS LENGTH = 370.79 LF

REQ'D R/W - PARCEL 82/SV52 REQ'D R/W DE1082

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

REQD R/W = 1820.59 SF  
REQD R/W = 0.042 ACRES  
REMAINDER = +/- 0.00 ACRES

REQ'D R/W - PARCEL 83/SV51 REQ'D R/W DE1083

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

DE10184  
ARC LENGTH = 12.33  
CHORD BEAR = S 25°57'01.8" W  
LNTH CHORD = 12.33

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

PAR 83 LIMIT OF ACCESS DE2083

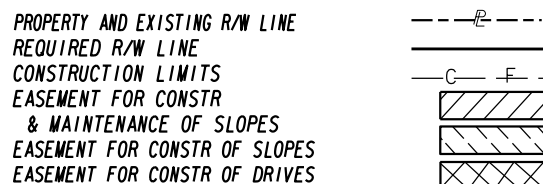
Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

DE10184  
ARC LENGTH = 12.33  
CHORD BEAR = S 25°57'01.8" W  
LNTH CHORD = 12.33

Table with 4 columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include stationing data for RAMP DE601.

LIMIT OF ACCESS LENGTH = 206.57 LF

EXHIBIT "B"  
Page 1 of 2



BEGIN LIMIT OF ACCESS.....BLA  
END LIMIT OF ACCESS.....ELA  
LIMIT OF ACCESS  
REQ'D R/W & LIMIT OF ACCESS

Table with 2 columns: DATE, REVISIONS. Multiple empty rows for recording changes.

Table with 2 columns: DATE, REVISIONS. Multiple empty rows for recording changes.

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAP  
PROJECT NO: 0013918  
COUNTY: FULTON  
LAND LOT NO: 242  
LAND DISTRICT: 14  
GMD 1289  
DATE 11/05/21 SH 53 OF 60

DRAWING No.  
60-0053

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: <u>Fulton County, a political subdivision of the State of Georgia</u>	
ADDRESS or LOCATION OF PROPERTY: <u>Oakcliff Rd NW # Rear, Atlanta, GA 30311</u>	
(1) GROSS PROCEEDS TO SELLER:	\$ <u>7,500.00</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 PAYMENTS TO OTHER PARTIES (Line 8)	\$ _____
(9) TOTAL OF ALL DISBURSEMENTS (LINES 2 THROUGH 8):	\$ _____
(10) PROCEEDS MINUS DISBURSEMENTS (LINE 1 LESS LINE 9):	\$ _____
(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):	\$ <u>7,500.00</u>

\*\*\*\*\*

The above is the complete, true and correct amount of funds received and disbursed in connection with the above transaction. **The seller is hereby notified by this document to proceed with the removal of all on site trade fixtures and/or retained improvements as previously identified and approved by the department. In the event that these items have not been removed within 30 calendar days from the date of this notice, they will be considered abandoned and shall be removed and/or demolished by the department. (this notice does not apply if the seller and/or other interests in possession are classified by the department as relocation displacements.) The removal of and/or damage to any portion of the property not retained by the seller is unlawful and such action will be subject to prosecution by the state.**

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.

[Continues on next page]

FULTON COUNTY, a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Robert L. Pitts, Chairman (DATE)  
Fulton County Board of Commissioners

> \_\_\_\_\_  
(CLOSING OFFICIAL) (DATE)

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

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**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 by the Department to the Georgia Department of Transportation, Office Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Ga. 30308.**

\*\*\*\*\*

**D.O.T. USE ONLY**

PAYEE: > _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL</b>	\$ _____

**Project No.: 0013918 FULTON COUNTY  
P.I. No.: 0013918, Parcel No.: 76**



Re: Project No.: 0013918 FULTON COUNTY  
P.I. No.: 0013918, Parcel No.: 76

**PROPERTY OWNER'S AFFIDAVIT**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, Fulton County, a political subdivision of the State of Georgia, who after being duly sworn, deposes and says upon oath:

That affiant is the owner in fee simple of the improvements shown on Exhibit "A" attached 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 or 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 Exhibit "A" attached hereto, except as may be set out below;

Further, that there are no suits, judgements, 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 (his/its) 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 Exhibit "A" attached 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.

FULTON COUNTY, a political subdivision of the State of Georgia

Sworn to and subscribed before me,  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_ (S.E.A.L.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

Attest: \_\_\_\_\_ (S.E.A.L.)  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

Exceptions: None.

Property Owner's Affidavit

PI 0013918, Parcel 76

**Re: Project No.: 0013918 FULTON COUNTY, P.I. No.: 0013918, Parcel No.: 76**

INSTRUCTIONS: Please print clearly; cancelling and reissuing a check can cause significant delays in getting paid. Please double check your address.

**CERTIFICATION REGARDING PROPER DISBURSEMENT OF FUNDS**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

The closing attorney for this transaction is directed to disburse the closing funds by sending a check via UPS with the following recipient and tracking information. The closing attorney is directed to make selections at their discretion for all incomplete items.

Country: \_\_\_\_\_

Full Name or Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address (No P.O. Boxes): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Require signature on delivery? Circle either **YES** or **NO**.

Allow recipient to change address? Circle either **YES** or **NO**.

Circle whether this delivery address is **RESIDENTIAL** or **COMMERCIAL**.

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_, in the presence

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

FULTON COUNTY, a political subdivision of the  
State of Georgia

By: \_\_\_\_\_ (L.S.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Attest: \_\_\_\_\_ (L.S.)  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**After recording return to:  
Alex Rowland, Esq.  
3355 Lenox Rd. N.E., Suite 750  
Atlanta, GA 30326**

Tax Parcel ID: 14 023800040373

## **GEORGIA DEPARTMENT OF TRANSPORTATION**

### **RIGHT OF WAY DEED**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

P. I. NO. 0013918

THIS CONVEYANCE made and executed the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESSETH that Fulton County, a political subdivision of the State of Georgia, the undersigned (hereinafter referred to as “Grantor”), is the owner of a tract of land in FULTON COUNTY, through which I-285 at I-20 West Side Interchange Widening and Reconstruction, known as Project No. 0013918, has been laid out by the Georgia Department of Transportation being more particularly described in a map and drawing of said road in the office of the Georgia Department of Transportation, 600 West Peachtree Street, Atlanta, Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Georgia Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in the Land Lot 238 of the 14<sup>th</sup> Land District and/or 1289 Georgia Militia District of Fulton County, Georgia, and being more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.472 acres, more or less, as shown on the plat of the property prepared by the Georgia Department of Transportation, dated November 5, 2021; revised N/A, said plat attached hereto and made a part of this deed as Exhibit “B”.

In the event Limited Access Rights are being acquired on this project/parcel, the required Limited Access will be shown/labeled on the attached Right of Way maps. The Limited Access Rights will also be described in the attached Legal Description and stated below:  
Limited Access Rights being acquired 68.99 total linear feet.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Georgia Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind themselves, their heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF Grantor has hereunto set their hand and seal the day above written.

Signed, Sealed and Delivered  
this \_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_, in the presence

FULTON COUNTY, a political subdivision of the  
State of Georgia

By: \_\_\_\_\_ (L.S.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_ (L.S.)  
Tonya R. Grier  
Clerk to the Commission

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

## EXHIBIT "A"

P. I. NO.: 0013918  
PARCEL NO.: 79  
COUNTY: Fulton  
DATE OF R/W PLANS: November 5, 2021  
REVISION DATE: N/A

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

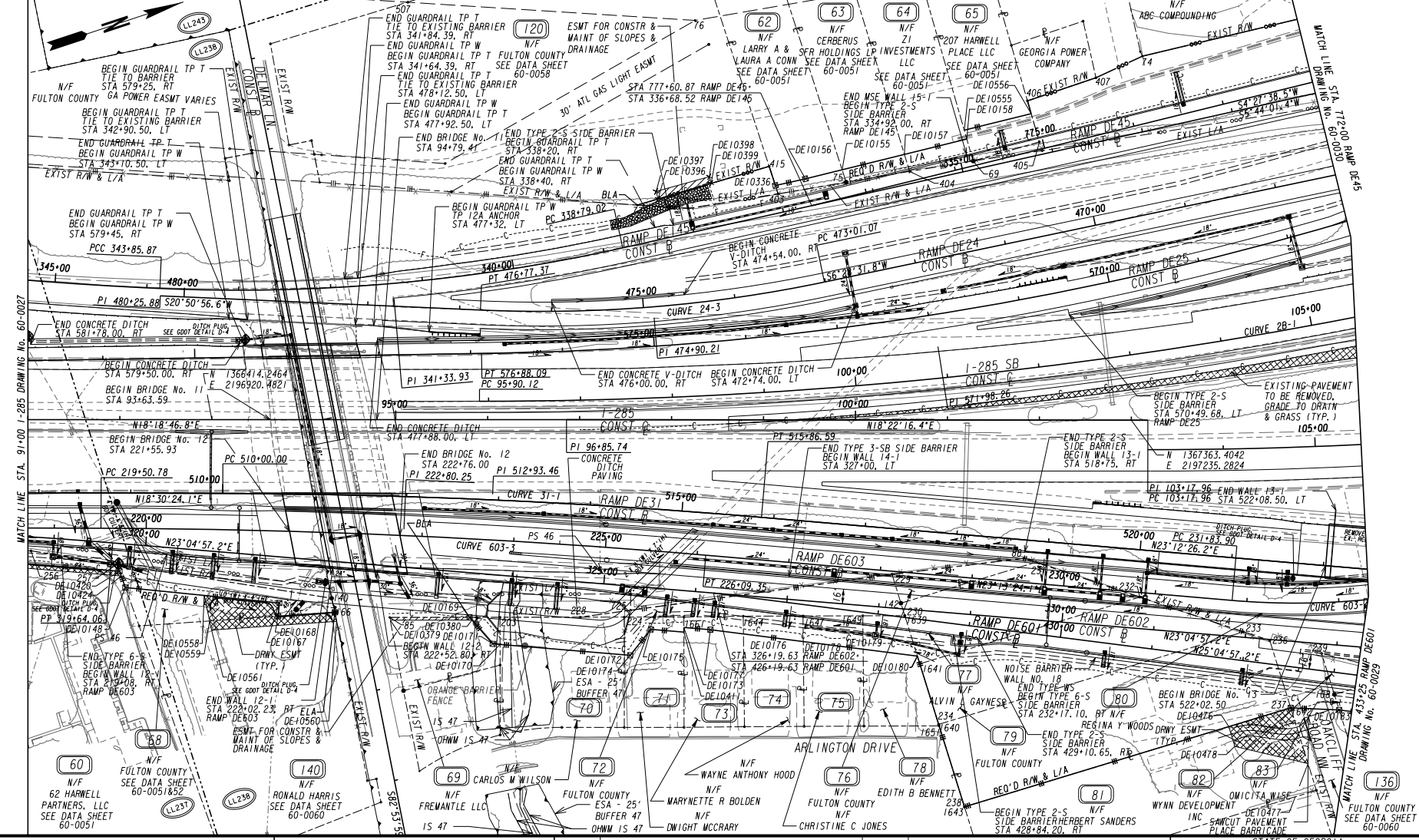
### **Required Right of Way**

Beginning at a point 47.93 feet right of and opposite Station 428+51.94 on the construction baseline of Ramp DE601 on Georgia Highway Project No. 0013918; running thence N 1°25'48.0" E a distance of 249.93 feet to a point 54.34 feet left of and opposite station 430+79.99 on said construction baseline laid out for RAMP DE601; thence N 36°51'12.9" E a distance of 119.03 feet to a point 31.07 feet left of and opposite station 431+96.72 on said construction baseline laid out for RAMP DE601; thence S 1°25'48.5" W a distance of 346.43 feet to a point 110.67 feet right of and opposite station 428+80.62 on said construction baseline laid out for RAMP DE601; thence N 88°58'54.4" W a distance of 68.99 feet back to the point of beginning. Consisting of 0.472 acres more or less.

### **Limited Access**

Herein granted are 68.99 linear feet of access rights: Beginning at a point 47.93 feet right of and opposite Station 428+51.94 on the construction baseline of Ramp DE601 on Georgia Highway Project No. 0013918; running thence S 88°58'54.4" E a distance of 68.99 feet to a point 110.67 feet right of and opposite station 428+80.62 on said construction baseline laid out for RAMP DE601.

EXHIBIT "B"  
Page 1 of 2



PROPERTY AND EXISTING R/W LINE  
 REQUIRED R/W LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTR OF SLOPES  
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 LIMIT OF ACCESS  
 REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET  
 0 50 100 200

DATE	REVISIONS

DATE	REVISIONS

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY MAP

PROJECT NO.: 0013918  
 COUNTY: FULTON  
 LAND LOT NO.: 243, 237, 238  
 LAND DISTRICT: 14  
 EMD 1289  
 DATE 11/05/21 SH 28 OF 60

DRAWING NO.  
 60-0028



EXHIBIT "B"  
Page 2 of 2

REQ'D R/W - PARCEL 76/SV56      REQ'D R/W      DE1076

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
142	14.90 L	428+23.22	RAMP DE601
	32.79	N 88°47'17.2" W	
229	44.77 L	428+09.69	RAMP DE601
	144.44	N 11°20'29.2" E	
88	80.30 L	429+49.69	RAMP DE601
	13.83	N 36°51'12.9" E	
231	77.60 L	429+63.26	RAMP DE601
	153.43	S 1°27'43.9" W	
142	14.90 L	428+23.22	RAMP DE601
REQ'D R/W	• 2946.13	SF	
REQ'D R/W	• 0.068	ACRES	
REMAINDER	• +/- 0.00	ACRES	

REQ'D R/W - PARCEL 77/SV55      REQ'D R/W      DE1077

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
142	14.90 L	428+23.22	RAMP DE601
	153.43	S 1°27'43.9" E	
231	77.60 L	429+63.26	RAMP DE601
	119.03	N 36°51'12.9" E	
232	54.34 L	430+79.99	RAMP DE601
	249.93	N 1°25'48.0" W	
1641	47.93 R	428+51.94	RAMP DE601
	54.86	N 88°58'52.7" W	
230	1.97 L	428+29.13	RAMP DE601
	14.22	N 88°58'54.2" W	
142	14.90 L	428+23.22	RAMP DE601
REQ'D R/W	• 13920.57	SF	
REQ'D R/W	• 0.320	ACRES	
REMAINDER	• +/- 0.00	ACRES	

PAR 77 LIMIT OF ACCESS      DE2077

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10180	40.00 R	428+48.32	RAMP DE601
	8.72	S 88°58'50.8" E	
1641	47.93 R	428+51.94	RAMP DE601

LIMIT OF ACCESS LENGTH • 8.72 LF

REQ'D R/W - PARCEL 78/SV760      REQ'D R/W      DE1078

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10179	40.00 R	427+88.79	RAMP DE601
	36.37	N 72°16'22.5" W	
1649	3.97 R	427+83.82	RAMP DE601
	45.70	N 18°07'25.4" E	
230	1.97 L	428+29.13	RAMP DE601
	46.14	S 88°58'53.1" E	
DE10180	40.00 R	428+48.32	RAMP DE601
	59.53	S 25°34'57.2" W	
DE10179	40.00 R	427+88.79	RAMP DE601
REQ'D R/W	• 2080.33	SF	
REQ'D R/W	• 0.048	ACRES	
REMAINDER	• +/- 0.13	ACRES	

PAR 78 LIMIT OF ACCESS      DE2078

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10179	47.34 R	327+86.89	RAMP DE601
	59.53	N 25°34'57.2" E	
DE10180	49.94 R	328+46.36	RAMP DE601

LIMIT OF ACCESS LENGTH • 59.53 LF

REQ'D R/W - PARCEL 79/SV54      REQ'D R/W      DE1079

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1641	47.93 R	428+51.94	RAMP DE601
	249.93	N 1°25'48.0" E	
232	54.34 L	430+79.99	RAMP DE601
	119.03	N 36°51'12.9" E	
233	31.07 L	431+96.72	RAMP DE601
	346.43	S 1°25'48.5" W	
1640	110.67 R	428+80.62	RAMP DE601
	68.99	N 88°58'54.4" W	
1641	47.93 R	428+51.94	RAMP DE601
REQ'D R/W	• 20571.21	SF	
REQ'D R/W	• 0.472	ACRES	
REMAINDER	• +/- 0.00	ACRES	

PAR 79 LIMIT OF ACCESS      DE2079

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1641	47.93 R	428+51.94	RAMP DE601
	68.99	S 88°58'54.4" E	
1640	110.67 R	428+80.62	RAMP DE601

LIMIT OF ACCESS LENGTH • 68.99 LF

REQ'D R/W - PARCEL 80/SV53      REQ'D R/W      DE1080

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
234	110.67 R	428+80.62	RAMP DE601
	346.43	N 1°25'48.3" E	
233	31.07 L	431+96.72	RAMP DE601
	30.09	N 36°22'32.2" E	
236	25.44 L	432+26.28	RAMP DE601
	76.75	S 88°57'11.2" E	
1642	44.38 R	432+58.15	RAMP DE601
	370.79	S 1°25'50.7" W	
1643	196.09 R	429+19.82	RAMP DE601
	92.33	N 89°04'24.3" W	
1651	112.18 R	428+81.31	RAMP DE601
	1.66	N 88°57'55.0" W	
1640	110.67 R	428+80.62	RAMP DE601
	0.00	S 53°07'48.3" E	
234	110.67 R	428+80.62	RAMP DE601
REQ'D R/W	• 34645.76	SF	
REQ'D R/W	• 0.795	ACRES	
REMAINDER	• +/- 0.00	ACRES	

PAR 80 LIMIT OF ACCESS      DE2080

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1642	44.38 R	432+58.15	RAMP DE601
	370.79	S 1°25'50.7" W	
1643	196.09 R	429+19.82	RAMP DE601
	92.33	N 89°04'24.3" W	
1651	112.18 R	428+81.31	RAMP DE601
	1.66	N 88°57'55.0" W	
1640	110.67 R	428+80.62	RAMP DE601

LIMIT OF ACCESS LENGTH • 464.77 LF

PARCEL 81 DRIVEWAY  
DMSMT PAREL 81  
REQ'D DRWY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10476	73.18 R	431+93.93	RAMP DE601
	70.39	N 1°25'51.8" E	
1642	44.38 R	432+58.15	RAMP DE601
	63.50	S 88°57'11.7" E	
DE10477	102.15 R	432+84.52	RAMP DE601
	81.85	S 31°31'30.9" W	
DE10478	93.68 R	432+03.12	RAMP DE601
	22.46	N 88°54'09.7" W	
DE10476	73.18 R	431+93.93	RAMP DE601
REQ'D EASMT	• 3030.14	SF	
REQ'D EASMT	• 0.070	ACRES	

PAR 81 LIMIT OF ACCESS      DE2081

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
238	196.09 R	429+19.82	RAMP DE601
	370.79	N 1°25'50.6" E	
1642	44.38 R	432+58.15	RAMP DE601

LIMIT OF ACCESS LENGTH • 370.79 LF

REQ'D R/W - PARCEL 82/SV52      REQ'D R/W      DE1082

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
239	18.60 L	432+83.93	RAMP DE601
	91.02	N 32°20'58.3" E	
240	7.87 L	433+74.31	RAMP DE601
	77.73	S 1°22'26.5" W	
108	24.00 R	433+03.42	RAMP DE601
	46.85	N 89°00'33.4" W	
239	18.60 L	432+83.93	RAMP DE601
REQ'D R/W	• 1820.59	SF	
REQ'D R/W	• 0.042	ACRES	
REMAINDER	• +/- 0.00	ACRES	

REQ'D R/W - PARCEL 83/SV51      REQ'D R/W      DE1083

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
108	24.00 R	433+03.42	RAMP DE601
	77.73	N 1°22'26.5" E	
240	7.87 L	433+74.31	RAMP DE601
	182.97	N 32°20'58.0" E	
241	11.13 R	435+56.87	RAMP DE601
	64.36	S 1°22'26.3" W	
DE10184	40.00 R	434+97.83	RAMP DE601
ARC LENGTH	• 12.33		
CHORD BEAR	• S 25°57'01.8" W		
LNTH CHORD	• 12.33		
RADIUS	• 960.00		
DEGREE	• 5°58'05.9"		
DE10185	40.00 R	434+97.83	RAMP DE601
	59.98	S 25°34'57.2" W	
DE10322	40.00 R	434+25.00	RAMP DE601
	10.00	S 64°25'02.8" E	
DE10323	50.00 R	434+25.00	RAMP DE601
	50.00	S 25°34'57.2" W	
DE10324	50.00 R	433+75.00	RAMP DE601
	10.00	N 64°25'02.8" W	
DE10321	40.00 R	433+75.00	RAMP DE601
	64.25	S 25°34'57.2" W	
DE10183	40.00 R	433+10.75	RAMP DE601
	17.60	N 89°00'33.6" W	
108	24.00 R	433+03.42	RAMP DE601
REQ'D R/W	• 8675.37	SF	
REQ'D R/W	• 0.199	ACRES	
REMAINDER	• +/- 0.14	ACRES	

PAR 83 LIMIT OF ACCESS      DE2083

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10184	78.32 R	334+94.73	RAMP DE601
ARC LENGTH	• 12.33		
CHORD BEAR	• S 25°57'01.8" W		
LNTH CHORD	• 12.33		
RADIUS	• 960.00		
DEGREE	• 5°58'05.9"		
DE10185	77.71 R	334+82.42	RAMP DE601
	59.98	S 25°34'57.2" W	
DE10322	75.09 R	334+22.49	RAMP DE601
	10.00	S 64°25'02.8" E	
DE10323	85.08 R	334+22.06	RAMP DE601
	50.00	S 25°34'57.2" W	
DE10324	82.90 R	333+72.10	RAMP DE601
	10.00	N 64°25'02.8" W	
DE10321	72.91 R	333+72.54	RAMP DE601
	64.25	S 25°34'57.2" W	
DE10183	70.11 R	333+08.35	RAMP DE601

LIMIT OF ACCESS LENGTH • 206.57 LF

PROPERTY AND EXISTING R/W LINE  
REQUIRED R/W LINE  
CONSTRUCTION LIMITS  
EASEMENT FOR CONSTR  
& MAINTENANCE OF SLOPES  
EASEMENT FOR CONSTR OF SLOPES  
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA  
END LIMIT OF ACCESS.....ELA  
LIMIT OF ACCESS  
REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAP

PROJECT NO: 0013918  
COUNTY: FULTON  
LAND LOT NO: 242  
LAND DISTRICT: 14  
GND 1289  
DATE: 11/05/21 SH 53 OF 60

DRAWING No.  
60-0053



# Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 79

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 \$ 27,500.00 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 79 consisting of 0.472 acres in fee and N/A square feet of easement and 68.99 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 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 \_\_\_\_ day of \_\_\_\_\_, 2024

FULTON COUNTY, a political subdivision of the State of Georgia

in the presence of:

\_\_\_\_\_  
Witness

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

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
[Notarial Seal]

Attest: \_\_\_\_\_

Tonya R. Grier  
Clerk to the Commission

**APPROVED AS TO FORM**

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**ACCEPTED: DEPARTMENT OF TRANSPORTATION**

BY:

\_\_\_\_\_ (DATE)

TITLE:

\_\_\_\_\_





EXHIBIT "B"  
Page 2 of 2

REQ'D R/W - PARCEL 76/SV56      REQ'D R/W      DE1076

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
142	14.90 L	428+23.22	RAMP DE601
	32.79	N 88°47'17.2" W	
229	44.77 L	428+09.69	RAMP DE601
	144.44	N 11°20'29.2" E	
88	80.30 L	429+49.69	RAMP DE601
	13.83	N 36°51'12.9" E	
231	77.60 L	429+63.26	RAMP DE601
	153.43	S 1°27'43.9" W	
142	14.90 L	428+23.22	RAMP DE601
REQD R/W	= 2946.13	SF	
REQD R/W	= 0.068	ACRES	
REMAINDER	= +/- 0.00	ACRES	

REQ'D R/W - PARCEL 77/SV55      REQ'D R/W      DE1077

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
142	14.90 L	428+23.22	RAMP DE601
	153.43	N 1°27'43.9" E	
231	77.60 L	429+63.26	RAMP DE601
	119.03	N 36°51'12.9" E	
232	54.34 L	430+79.99	RAMP DE601
	249.93	S 1°25'48.0" W	
1641	47.93 R	428+51.94	RAMP DE601
	54.86	N 88°58'52.7" W	
230	1.97 L	428+29.13	RAMP DE601
	14.22	N 88°58'54.2" W	
142	14.90 L	428+23.22	RAMP DE601
REQD R/W	= 13920.57	SF	
REQD R/W	= 0.320	ACRES	
REMAINDER	= +/- 0.00	ACRES	

PAR 77 LIMIT OF ACCESS      DE2077

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10180	40.00 R	428+48.32	RAMP DE601
	8.72	S 88°58'50.8" E	
1641	47.93 R	428+51.94	RAMP DE601

LIMIT OF ACCESS LENGTH = 8.72 LF

REQ'D R/W - PARCEL 78/SV760      REQ'D R/W      DE1078

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10179	40.00 R	427+88.79	RAMP DE601
	36.37	N 72°16'22.5" W	
1649	3.97 R	427+83.82	RAMP DE601
	45.70	N 18°07'25.4" E	
230	1.97 L	428+29.13	RAMP DE601
	46.14	S 88°58'53.1" E	
DE10180	40.00 R	428+48.32	RAMP DE601
	59.53	S 25°34'57.2" W	
DE10179	40.00 R	427+88.79	RAMP DE601
REQD R/W	= 2080.33	SF	
REQD R/W	= 0.048	ACRES	
REMAINDER	= +/- 0.13	ACRES	

PAR 78 LIMIT OF ACCESS      DE2078

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10179	47.34 R	327+86.89	RAMP DE601
	59.53	N 25°34'57.2" E	
DE10180	49.94 R	328+46.36	RAMP DE601

LIMIT OF ACCESS LENGTH = 59.53 LF

REQ'D R/W - PARCEL 79/SV54      REQ'D R/W      DE1079

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1641	47.93 R	428+51.94	RAMP DE601
	249.93	N 1°25'48.0" E	
232	54.34 L	430+79.99	RAMP DE601
	119.03	N 36°51'12.9" E	
233	31.07 L	431+96.72	RAMP DE601
	346.43	S 1°25'48.5" W	
1640	110.67 R	428+80.62	RAMP DE601
	68.99	N 88°58'54.4" W	
1641	47.93 R	428+51.94	RAMP DE601
REQD R/W	= 20571.21	SF	
REQD R/W	= 0.472	ACRES	
REMAINDER	= +/- 0.00	ACRES	

PAR 79 LIMIT OF ACCESS      DE2079

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1641	47.93 R	428+51.94	RAMP DE601
	68.99	S 88°58'54.4" E	
1640	110.67 R	428+80.62	RAMP DE601

LIMIT OF ACCESS LENGTH = 68.99 LF

REQ'D R/W - PARCEL 80/SV53      REQ'D R/W      DE1080

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
234	110.67 R	428+80.62	RAMP DE601
	346.43	N 1°25'48.3" E	
233	31.07 L	431+96.72	RAMP DE601
	30.09	N 36°22'32.2" E	
236	25.44 L	432+26.28	RAMP DE601
	76.75	S 88°57'11.2" E	
1642	44.38 R	432+58.15	RAMP DE601
	370.79	S 1°25'50.7" W	
1643	196.09 R	429+19.82	RAMP DE601
	92.33	N 89°04'24.3" W	
1651	112.18 R	428+81.31	RAMP DE601
	1.66	N 88°57'55.0" W	
1640	110.67 R	428+80.62	RAMP DE601
	0.00	S 53°07'48.3" E	
234	110.67 R	428+80.62	RAMP DE601
REQD R/W	= 34645.76	SF	
REQD R/W	= 0.795	ACRES	
REMAINDER	= +/- 0.00	ACRES	

PAR 80 LIMIT OF ACCESS      DE2080

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1642	44.38 R	432+58.15	RAMP DE601
	370.79	S 1°25'50.7" W	
1643	196.09 R	429+19.82	RAMP DE601
	92.33	N 89°04'24.3" W	
1651	112.18 R	428+81.31	RAMP DE601
	1.66	N 88°57'55.0" W	
1640	110.67 R	428+80.62	RAMP DE601

LIMIT OF ACCESS LENGTH = 464.77 LF

PARCEL 81 DRIVEWAY  
DNESMT PAREL 81  
REQ'D DRWY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10476	73.18 R	431+93.93	RAMP DE601
	70.39	N 1°25'51.8" E	
1642	44.38 R	432+58.15	RAMP DE601
	63.50	S 88°57'11.7" E	
DE10477	102.15 R	432+84.52	RAMP DE601
	81.85	S 31°31'30.9" W	
DE10478	93.68 R	432+03.12	RAMP DE601
	22.46	N 88°34'09.7" W	
DE10476	73.18 R	431+93.93	RAMP DE601
REQD EASMT	= 3030.14	SF	
REQD EASMT	= 0.070	ACRES	

PAR 81 LIMIT OF ACCESS      DE2081

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
238	196.09 R	429+19.82	RAMP DE601
	370.79	N 1°25'50.6" E	
1642	44.38 R	432+58.15	RAMP DE601

LIMIT OF ACCESS LENGTH = 370.79 LF

REQ'D R/W - PARCEL 82/SV52      REQ'D R/W      DE1082

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
239	18.60 L	432+83.93	RAMP DE601
	91.02	N 32°20'58.3" E	
240	7.87 L	433+74.31	RAMP DE601
	77.73	S 1°22'26.5" W	
108	24.00 R	433+03.42	RAMP DE601
	46.85	N 89°00'33.4" W	
239	18.60 L	432+83.93	RAMP DE601
REQD R/W	= 1820.59	SF	
REQD R/W	= 0.042	ACRES	
REMAINDER	= +/- 0.00	ACRES	

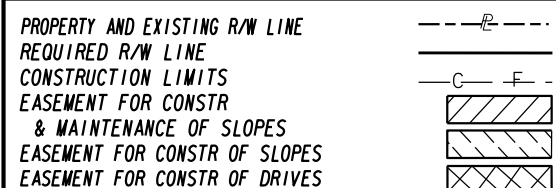
REQ'D R/W - PARCEL 83/SV51      REQ'D R/W      DE1083

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
108	24.00 R	433+03.42	RAMP DE601
	77.73	N 1°22'26.5" E	
240	7.87 L	433+74.31	RAMP DE601
	182.97	N 32°20'58.0" E	
241	11.13 R	435+56.87	RAMP DE601
	64.36	S 1°22'26.3" W	
DE10184	40.00 R	434+97.83	RAMP DE601
ARC LENGTH	= 12.33		
CHORD BEAR	= S 25°57'01.8" W		
LNTH CHORD	= 12.33		
RADIUS	= 960.00		
DEGREE	= 5°58'05.9"		
DE10185	40.00 R	434+84.98	RAMP DE601
	59.98	S 25°34'57.2" W	
DE10322	40.00 R	434+25.00	RAMP DE601
	10.00	S 64°25'02.8" E	
DE10323	50.00 R	434+25.00	RAMP DE601
	50.00	S 25°34'57.2" W	
DE10324	50.00 R	433+75.00	RAMP DE601
	10.00	N 64°25'02.8" W	
DE10321	40.00 R	433+75.00	RAMP DE601
	64.25	S 25°34'57.2" W	
DE10183	40.00 R	433+10.75	RAMP DE601
	17.60	N 89°00'33.6" W	
108	24.00 R	433+03.42	RAMP DE601
REQD R/W	= 8675.37	SF	
REQD R/W	= 0.199	ACRES	
REMAINDER	= +/- 0.14	ACRES	

PAR 83 LIMIT OF ACCESS      DE2083

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10184	78.32 R	334+94.73	RAMP DE601
ARC LENGTH	= 12.33		
CHORD BEAR	= S 25°57'01.8" W		
LNTH CHORD	= 12.33		
RADIUS	= 960.00		
DEGREE	= 5°58'05.9"		
DE10185	77.71 R	334+82.42	RAMP DE601
	59.98	S 25°34'57.2" W	
DE10322	75.09 R	334+22.49	RAMP DE601
	10.00	S 64°25'02.8" E	
DE10323	85.08 R	334+22.06	RAMP DE601
	50.00	S 25°34'57.2" W	
DE10324	82.90 R	333+72.10	RAMP DE601
	10.00	N 64°25'02.8" W	
DE10321	72.91 R	333+72.54	RAMP DE601
	64.25	S 25°34'57.2" W	
DE10183	70.11 R	333+08.35	RAMP DE601

LIMIT OF ACCESS LENGTH = 206.57 LF



BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 LIMIT OF ACCESS  
 REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0013918  
 COUNTY: FULTON  
 LAND LOT NO: 242  
 LAND DISTRICT: 14  
 GMD 1289  
 DATE 11/05/21 SH 53 OF 60

DRAWING No.  
**60-0053**

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: <u>Fulton County, a political subdivision of the State of Georgia</u>	
ADDRESS or LOCATION OF PROPERTY: <u>Oakcliff Rd, NW, Atlanta, GA 30311</u>	
(1) GROSS PROCEEDS TO SELLER:	\$ <u>27,500.00</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 PAYMENTS TO OTHER PARTIES (Line 8)	\$ _____
(9) TOTAL OF ALL DISBURSEMENTS (LINES 2 THROUGH 8):	\$ _____
(10) PROCEEDS MINUS DISBURSEMENTS (LINE 1 LESS LINE 9):	\$ _____
(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):	\$ <u>27,500.00</u>

\*\*\*\*\*

The above is the complete, true and correct amount of funds received and disbursed in connection with the above transaction. **The seller is hereby notified by this document to proceed with the removal of all on site trade fixtures and/or retained improvements as previously identified and approved by the department. In the event that these items have not been removed within 30 calendar days from the date of this notice, they will be considered abandoned and shall be removed and/or demolished by the department. (this notice does not apply if the seller and/or other interests in possession are classified by the department as relocation displacements.) The removal of and/or damage to any portion of the property not retained by the seller is unlawful and such action will be subject to prosecution by the state.**

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.

[Continues on next page]

FULTON COUNTY, a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Robert L. Pitts, Chairman (DATE)  
Fulton County Board of Commissioners

> \_\_\_\_\_  
(CLOSING OFFICIAL) (DATE)

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

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**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 by the Department to the Georgia Department of Transportation, Office Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Ga. 30308.**

\*\*\*\*\*

**D.O.T. USE ONLY**

PAYEE: > _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL</b>	\$ _____

**Project No.: 0013918 FULTON COUNTY  
P.I. No.: 0013918, Parcel No.: 79**

Re: Project No.: 0013918 FULTON COUNTY  
P.I. No.: 0013918, Parcel No.: 79

**PROPERTY OWNER'S AFFIDAVIT**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, Fulton County, a political subdivision of the State of Georgia, who after being duly sworn, deposes and says upon oath:

That affiant is the owner in fee simple of the improvements shown on Exhibit "A" attached 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 or 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 Exhibit "A" attached hereto, except as may be set out below;

Further, that there are no suits, judgements, 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 (his/its) 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 Exhibit "A" attached 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.

FULTON COUNTY, a political subdivision of the State of Georgia

Sworn to and subscribed before me,  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_ (S.E.A.L.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

Attest: \_\_\_\_\_ (S.E.A.L.)  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney

Exceptions: None.

Property Owner's Affidavit

PI 0013918, Parcel 79

**Re: Project No.: 0013918 FULTON COUNTY, P.I. No.: 0013918, Parcel No.: 79**

INSTRUCTIONS: Please print clearly; cancelling and reissuing a check can cause significant delays in getting paid. Please double check your address.

**CERTIFICATION REGARDING PROPER DISBURSEMENT OF FUNDS**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

The closing attorney for this transaction is directed to disburse the closing funds by sending a check via UPS with the following recipient and tracking information. The closing attorney is directed to make selections at their discretion for all incomplete items.

Country: \_\_\_\_\_

Full Name or Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address (No P.O. Boxes): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Require signature on delivery? Circle either **YES** or **NO**.

Allow recipient to change address? Circle either **YES** or **NO**.

Circle whether this delivery address is **RESIDENTIAL** or **COMMERCIAL**.

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_, in the presence

\_\_\_\_\_  
Notary Public  
[Affix Notary Seal]

FULTON COUNTY, a political subdivision of the  
State of Georgia

By: \_\_\_\_\_ (L.S.)  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Attest: \_\_\_\_\_ (L.S.)  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo, County Attorney