H. DENNIS PANTER & ASSOCIATES, LLC

1827 POWERS FERRY ROAD **BUILDING 10, SUITE 200** ATLANTA, GEORGIA 30339 (770) 951-5566 (770) 951-5533 fax

H. DENNIS PANTER

CYNTHIA HENDRICK **JACK S. JENNINGS**

December 7, 2010

Mr. Frank Romeo PM&A 30 Mansell Court Suite 103 Roswell, Georgia 30076

HDP File No.:

10.11.4886

Invoice No. 5906

Property:

Senoia, Coweta County, Georgia

Site No.:

ATL-003

Site Name:

Senoia Coweta County

TOTAL DUE	\$1,972.00
Title Premium	\$ 682.00
Outside Photocopy Costs/Expenses	\$ 40.00
Title Examination (multiple back chains)	\$1,250.00

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H. DENNIS PANTER

CYNTHIA HENDRICK JACK S. JENNINGS

December 7, 2010

Mr. Frank Romeo PM&A 30 Mansell Court Suite 103 Roswell, Georgia 30076

VIA EMAIL (FROMEO@PMASS.COM)

RE: Proposed leasehold transaction between The City of Senoia, as Lessor, and

Municipal Communications, LLC, as Lessee

Property:

Senoia, Coweta County, Georgia

Site No.:

Senoia Coweta County

Site Name:

ATL 003

Dear Frank:

In regard to the above-referenced transaction, I have enclosed the following:

- (1) Original Title Commitment, together with a copy of all exceptions and encumbrances reflected thereon;
- (2) Copy of the Warranty Deed from Andrew A. Hutchinson to the City of Senoia which has been recorded in Deed Book 83, page 291, Records of Coweta County, Georgia;
- (3) Copy of the Warranty Deed from Village Development, Inc. to the City of Senoia, Georgia, which has been recorded in Deed Book 932, page 599, aforesaid records;
- (4) Copy of the Limited Warranty Deed with Reservation of Easements from Southern Mills, Inc., to the City of Senoia which has been recorded in Deed Book 1499, page 561, aforesaid records;
- (5) Copy of the Warranty Deed from the City of Senoia to Coweta County, Georgia, which has been recorded in Deed Book 1314, page 478, aforesaid records.

- (6) Copy of the survey prepared for Municipal Communications, LLC by Point to Point Land Surveyors dated November 4, 2010 (hereinafter referred to as the Municipal Plat") (please note that (i) the proposed lease parcel is described as Parcel 1 on the Commitment; (ii) the proposed lease area is described as Parcel 2 on the Commitment; (iii) the proposed 50" ingress/egress utility easement as described as Parcel 3 on the Commitment; (iv) the proposed 20" ingress/egress and utility easement as described as Parcels 4 on the Commitment);
- (7) Copy of the plat recorded in Plat Book 67, page 244, aforesaid records (this is the plat referred to in the legal description for the instrument set forth as Item 5 above);
- (8) Copy of the plat recorded in Plat Book 60, page 63, aforesaid records (pertains to the property upon which portions of Parcels 1 and 2 are located);
- (9) Copy of the plat recorded in Plat Book 71, page 34, aforesaid records (pertains to the property conveyed under the instrument set forth as Item 4 above, and is the property upon which portions of Parcels 1, 2, and 3 are located);
- (10) Original Ownership Report; and
- (11) Our statement for costs and fees incurred to date in connection with this transaction.

If you have any questions regarding this correspondence or the documents enclosed herewith, please do not hesitate to call.

Very truly yours.

H. Dennis Panter

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CYNTHIA HENDRICK JACK S. JENNINGS

December 7, 2010

Mr. Frank Romeo PM&A 30 Mansell Court Suite 103 Roswell, Georgia 30076

VIA EMAIL (FROMEO@PMASS.COM)

RE: Proposed leasehold transaction between The City of Senoia, as Lessor, and

Municipal Communications, LLC, as Lessee

Property:

Senoia, Coweta County, Georgia

Site No.:

Senoia Coweta County

Site Name:

ATL 003

Dear Frank:

In connection with the above-referenced Property, you have requested a chain of title report ("Report") which would list the owners who may have had a right to possession or use of the Property for the purpose of engaging an engineer to perform an "environmental audit" of the Property.

I have attached hereto as Exhibit "A" a list of the owners of the Property based upon documents found in the "Chain of Title" (as said term is hereinafter defined). The information furnished herein is subject to the following terms and conditions:

- 1. The information set forth herein is described only as to the Grantee, the date and recording information, and that the listing of such documents herein does not purport to reveal any other information which may be found in the body of the instruments identified herein;
- 2. "Chain of Title" means the series of conveyances or proceedings by which title to the Property has been transferred from one party to another, as reflected in the Records of Coweta County, Georgia; and

3. This Report includes only the "Chain of Title" as officially and correctly indexed and recorded in the office of the Clerk of Superior Court of Coweta County, Georgia.

This Report does not purport to reflect anything other than the owners of the Property over the period of time described thereon. Without limiting the generality of the foregoing, the Report does not purport to reflect the identities of any parties who may have been in actual possession of all or any part of the Property at any time during said period.

This Report has been prepared in connection with a real estate transaction for which the undersigned has issued or has committed to issue a title commitment. No person or entity other than the party or parties named as the proposed insured under said commitment shall have any standing to assert any claim against the undersigned based upon the information contained herein.

Very truly yours,

H. Dennis Panter

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EXHIBIT "A" Ownership Report

- 1. O.F. Nixon, Jr. and C.W. Nixon acquired title to a portion of the subject property by virtue of the certain Warranty Deed from Mrs. Dollie Hardy Nixon, Mrs. Alma Hardy Hammond, Mrs. Fahy Hardy Jackson, Mrs. Rosa Jo Hardy Ayala and Joseph E. Hardy dated May 2, 1959, and recorded in Deed Book 90, page 326, aforesaid records (pertains to Parcel 2).
- 2. Southern Mills, Inc. acquired title to a portion of the subject property by virtue of that certain Warranty Deed from O.F. Nixon, Jr. and C.W. Nixon dated August 20, 1965, and recorded in Deed Book 125, page 653, aforesaid records (pertains to Parcel 2).
- 3. Carrilu C. Goldberg and Alma C. Nolan acquired title to a portion of the subject property by virtue of that certain Warranty Deed from Riley C. Couch dated April 4, 1967, and recorded in Deed Book 139, page 130, aforesaid records (pertains to Parcel 3).
- 4. B. W. Howard acquired title to a portion of the subject property by virtue of that certain Warranty Deed from Ms. Carrilu C. Goldberg and Ms. Alma C. Nolan dated November 30, 1967, and recorded in Deed Book 146, page 338, aforesaid records (pertains to Parcels 1 and 3).
- 5. Village Development, Inc. acquired title to a portion of the subject property by virtue of the following instruments: (i) Warranty Deed from B.W. Howard dated January 10, 1994, and recorded in Deed Book 820, page 538, aforesaid records; and (ii) Warranty Deed from B.W. Howard dated January 10, 1994, and recorded in Deed Book 820, page 543, aforesaid records.
- 6. City of Senoia, Inc. acquired title to a portion of the subject property by virtue of the following instruments: (i) Warranty Deed from Andrew A. Hutchinson dated January 7, 1958, and recorded in Deed Book 83, page 291, aforesaid records (pertains to Parcel 1 and 4); (ii) Warranty Deed from Village Development, Inc. filed May 17, 1995, and recorded in Deed Book 932, page 599, aforesaid records (pertains to Parcel 3); and (iii) Limited Warranty Deed With Reservation of Easements from Southern Mills, Inc., dated March 14, 2000, and recorded in Deed Book 1499, page 561, aforesaid records (pertains to Parcel 2).
- 7. Coweta County, Georgia acquired title to a portion of the subject property by virtue of that certain Warranty Deed from the City of Senoia dated October 30, 1998, and recorded in Deed Book 1314, page 478, aforesaid records.

SOUTHERN TITLE INSURANCE CORPORATION

File No. 71012-2137

SCHEDULE A

1. Effective Date:

November 5, 2010 at 5:00 p.m.

2. Policy or Policies to be issued:

(a) ALTA Owners Policy

Amount: \$350,000.00

Proposed Insured:

MUNICIPAL COMMUNICATIONS, LLC

(b) ALTA Standard Loan Policy

Amount: \$-0-

Proposed Insured:

NONE

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a

Leasehold

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

Parcels 1, 2 and 3 – City of Senoia, Georgia Parcel 4 – City of Senoia and Coweta County, Georgia

5. The land referred to in this Commitment is described as follows:

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

Chanmor Title & Abstract, Inc.

1827 Powers Ferry Road

Building 10, Suite 200

Atlanta, Georgia 30339

Authorized Signatory

SOUTHERN TITLE INSURANCE CORPORATION

File No. 71012-2137

SCHEDULE B

- I. The following are the requirements to be complied with (the requirements will be deleted at the time of closing when the appropriate executed documents satisfying said requirements are received by the Company):
 - 1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
 - 2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - a. Execution and delivery of a Lease Agreement between the City of Senoia, Georgia, as Lessor, and Municipal Communications, LLC, as Lessee.
 - b. Execution, delivery and recording of a Memorandum of Lease evidencing the aforementioned Lease Agreement between City of Senoia, Georgia, as Lessor, and Municipal Communications, LLC, as Lessee. (NOTE: This Memorandum of Lease must include the legal description of the lease parcel and lease area shown and delineated as Parcels 1 and 2, as well as the appurtenant easements to be granted to the Lessee to provide rights of ingress and egress and utilities to the proposed leasehold parcel over, upon and across Parcels 3 and 4).
 - c. Execution, delivery and recording of an Easement Agreement between Coweta County, Georgia, and Municipal Communications, LLC, providing its consent to that portion of Parcel 4 that is located over, upon and across property owned by Coweta County, Georgia; OR IN LIEU THEREOF, consent by Coweta County, Georgia, to the Memorandum of Lease between the City of Senoia, Georgia, as Lessor, and Municipal Communications, LLC.

(NOTE: The proposed ingress/egress utility easement reflected on survey prepared by Point to Point Land Surveyors on behalf of Municipal Communications, LLC, reflects that a portion of the ingress/egress utility easement providing access to the leasehold parcel traverses two parcels of land, one of which is owned by the City of Senoia, and the other by Coweta County, Georgia.)

3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the Company:

- a. In reference to any and all documents required herein, the same must be executed according to proper partnership, company and/or corporate authority.
- b. Evidence satisfactory to the Company of the payment of all outstanding water bills and sanitary sewer bills, which while not liens, the municipal authority may not transfer meters until past due bills are paid.
- c. In the event the subject property involved in this transaction is "commercial real estate" as defined in O.C.G.A. Section 44-14-601, evidence satisfactory to the company must be received that no broker's services have been engaged; OR IN LIEU THEREOF, if broker's services have been engaged in the sale, purchase, lease, option or other conveyance of an interest in the subject property, a lien waiver or estoppel letter must be obtained from such broker(s).

(NOTE: If the possibility of a right to file a broker's lien(s) is determined and no lien waiver(s) or estoppel letter(s) is furnished to the company, an exception as follows will be taken in the final policy: "Any broker's lien, or rights to a broker's lien, imposed by law.")

- d. The Company must be furnished proof in affidavit form as to who is in possession of the subject property and under what right. Upon receipt of same, Item 2 of Section II of Schedule B will be deleted or amended in accordance with the facts revealed thereby.
- e. Proof is required, satisfactory to the Company, that there is no outstanding indebtness on the land.

(NOTE: The company reserves the right to modify this commitment upon receipt of additional information regarding the obligations of the parties identified herein to the proposed Insured.)

(NOTE: For your information, all instruments now recorded in Georgia, with the exception of UCC Financing Statements, must have a three inch (3") margin at the top of the first page. References to the place of execution or the party preparing the document must appear below this three inch (3") margin.)

SOUTHERN TITLE INSURANCE CORPORATION

File No. 71012-2137

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
 - 2. Rights or claims of parties in possession.
 - 3. Possible unfiled mechanics' and materialmen's liens.
 - 4. Unrecorded easements, if any, on, above or below the surface; and any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.
 - 5. General or special taxes and assessments required to be paid in the year 2011 and subsequent years, which are liens not yet due and payable. (NOTE: The property is currently exempt from ad valorem taxes).
 - 6. Easement from B.W. Howard to Georgia Power Company dated December 30, 1969, filed December 31, 1969, and recorded in Deed Book 171, page 259, Records of Coweta County, Georgia (pertains to Parcels 1, 3 and 4).
 - 7. Right-of-Way Easement from B.W. Howard to Georgia Power Company dated June 15, 1979, filed June 22, 1979, and recorded in Deed Book 306, page 108, aforesaid records (pertains to Parcels 1, 3 and 4).
 - 8. Easement from B.W. Howard to Georgia Power Company dated May 10, 1989, filed May 15, 1989, and recorded in Deed Book 516, page 525, aforesaid records (pertains to Parcels 1, 3 and 4).
 - 9. Easement for Right-of-Way from Southern Mills, Inc. to Georgia Power Company dated September 21, 1967, filed September 27, 1967, and recorded in Deed Book 144, page 191, aforesaid records (pertains to Parcel 2).
 - 10. The policy of title insurance to be issued in connection with this commitment will afford assurances as to the location of the boundary lines of the subject property, but will not ensure the engineering calculations in computing the exact amount of acreage contained therein.

EXHIBIT "A" (Page 1 of 4)

Parcel 1

PROPOSED LEASE PARCEL MUNICIPAL COMMUNICATIONS, LLC "SENOIA" ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1st District, City of Senoia, Coweta County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; Thence along a tie line, North 67°01'41" West, 281.22 feet to a point and the true POINT OF BEGINNING; Thence running, North 86°03'29" West, 487.12 feet to a point; Thence, North 03°56'29" East, 201.62 feet to a point; Thence, South 89°00'40" East, 487.77 feet to a point; Thence, South 03°56'31" West, 226.75 feet to a point and the true POINT OF BEGINNING.

Said tract contains 2.3952 ACRES (104,334 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010 and last revised November 11, 2010.

EXHIBIT "A" (Page 2 of 4)

Parcel 2

PROPOSED LEASE AREA
MUNICIPAL COMMUNICATIONS, LLC
"SENOIA"
ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1st District, City of Senoia, Coweta County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a $\frac{1}{2}$ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; Thence along a tie line, North 63°50'22" West, 493.55 feet to a point and the true POINT OF BEGINNING; Thence running, North 89°00'40" West, 100.00 feet to a point; Thence, North 00°59'20" East, 100.00 feet to a point; Thence, South 89°00'40" East, 100.00 feet to a point; Thence, South 00°59'20" West, 100.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.2296 ACRES (10,000 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010 and last revised November 11, 2010.

EXHIBIT "A" (Page 3 of 4)

Parcel 3

PROPOSED 50' INGRESS-EGRESS EASEMENT MUNICIPAL COMMUNICATIONS, LLC "SENOIA" ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1st District, City of Senoia, Coweta County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; Thence along a tie line, North 67°01'41" West, 281.22 feet to a point; thence, North 86°03'29" West, 201.62 feet to a point and the true POINT OF BEGINNING; North 03°56'29" East, 50.17 feet to a point; Thence, South 89°00'40" East, 914.48 feet to a point; Thence, South 00°23'28" East, 331.45 feet to a point; Thence, 34.61 feet along a curve to the right, having a radius of 95.00 feet and being scribed by a chord bearing South 10°02'48" West, 34.42 feet to a point; Thence, North 87°29'31" West, 56.23 feet to a point; Thence, 34.21 feet along the arc of a curve to the left having a radius of 45.00 feet and being scribed by a chord bearing North 21°23'16" East, 33.39 feet to a point; Thence, North 00°23'28" West, 282.54 feet to a point; Thence, North 89°00'40" West, 868.25 feet to a point and the true POINT OF BEGINNING.

Said tract contains 1.4166 ACRES (61,707 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010 and last revised November 11, 2010.

Parcel 4

PROPOSED 20' INGRESS-EGRESS & UTILITY EASEMENT MUNICIPAL COMMUNICATIONS, LLC "SENOIA" ATL 103

Together with a proposed ingress-egress and utility easement lying and being in Land Lots 248 and 249, 1st District, City of Senoia, Coweta County, Georgia and being described by the following centerline data:

To find the point of beginning, commence at a $\frac{1}{2}$ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; thence, South 87°29'31" East, 153.62 feet to a point and the true POINT OF BEGINNING; Thence running, South 31°19'24" West, 93.40 feet to a point; Thence, South 02°26'26" West, 185.01 feet to a point; Thence, 12.42 feet along a curve to the left, having a radius of 8.00 feet and being scribed by a chord bearing South 42°01'17" East, 11.21 feet to a point; Thence, South 86°29'00" East, 106.80 feet to a point; Thence, 10.56 feet along a curve to the right, having a radius of 8.00 feet and being scribed by a chord bearing South 48°39'27" East, 9.81 feet to a point; Thence, South 10°49'55" East, 104.91 feet to a point; Thence, South 15°46'51" East, 75.50 feet to a point; Thence, South 20°43'16" East, 205.34 feet to a point; Thence, South 34°15'56" East, 95.94 feet to a point; Thence, South 46°54'37" East, 251.08 feet to the ENDING at a point on the Northern right-of-way line of Howard Road (having a 50 foot right-of-way).

As shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010 and last November 11, 2010.

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PREPARED BY: Heather A. Dogazza RECORD & RETURN TO:

SHIRE & WORKINGS, P.C. 28 Jackson Suren Newsan, Georgia 30263 File No:1848.01(A)

WARRANTY DEED

FILED IN OFFICE CLERK SUPERIOR COURT

95 HAY 17 PH 4: 38

STATE OF GEORGIA.

Coweta

COUNTY

DEBORAH GLOVER CLERK

THIS INDENTURE, Made this one thousand nine hundred ninety-five

day of April , between

, in the year

Village Development, Inc.

932PAGE 599

of the County of Coweta , and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and City of Senoia, Georgia

of the County of Coweta , and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words 'Grantor' and 'Grantee' to include their respective beirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of Exchange of property and other valuable consideration

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all the following described property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 248 of the First Land District of Coweta County, Georgia being identified as Tract A containing 11.257 acres according to plat of survey for Village Development, Inc. and City of Senoia dated November 3, 1994 made by John R. Christopher, Georgia Registered Land Surveyor of record in Plat Book (10), Page (3), in the Office of the Clerk of the Superior Court of Coweta County, Georgia reference to which plat is hereby made for a more particular and accurate description of the property herein conveyed.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

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

AND THE SAID Grantor will warrant and forever delend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Notary Public, Georgia, State at Large

ATTEST: Boutwell, Secretary

Rotary Public, Correta County, Georgia hts Commission Expires Nov. 24, 1993

ועליבירבה ירואינכני אדשונים REAL ESTATE TRANSFER TAY

162-1249-00/

(9)

This instrument was prepared by, and recorded original should be returned to

Superland, Ashill & Brennan, L.L.P. 999 Peachtree Street, N.E. Ahanta, Georgia 30309-3996 Atth: Michael G. Kerman, Esq. 2003 HER 15 ANTH: 27

BOOK 1499 PAGE 0561

Padd \$ 750.00

Clerk of Superior Court, Coweta Co., Ce

STATE OF GEORGIA

COUNTY OF _SPALDING

<u>LIMITED WARRANTY DEED</u> WITH RESERVATION OF EASEMENTS

THIS INDENTURE, made this 1446 day of March, 2000, between SOUTHERN MILLS, INC., a Georgia corporation (hereinafter referred to as "Grantor"), and THE CITY OF SENOIA, a corporate body politic (hereinafter referred to as "Grantee"),

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey and confirm unto Grantee, and the heirs, legal representatives, successors, successors-in-title and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 249 of the 1st District, Coweta County, Georgia, consisting of 133.424 acres, more or less, as more particularly described on Exhibit A attached hereto and hereby made a part hereof.

To have and to hold said tract or parcel of land, together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee and the heirs, legal representatives, successors, successors-in-title and assigns of Grantee, forever, in fee simple.

Grantor shall warrant and forever defend the right and title to said tract or parcel of land unto Grantee and the heirs, legal representatives, successors-in-title and assigns of Grantee, against the claims of all persons whomsoever claiming by, through or under Grantor, subject to those matters listed as permitted title exceptions as set forth on Exhibit B attached hereto and hereby made a part hereof.

GRANTOR HEREBY RESERVES from the aforesaid conveyance, for the benefit of Grantor's property located adjacent to Tract C (as defined in Exhibit A hereto) and each portion thereof, and its successors and assigns, a perpetual non-exclusive easement upon a portion of Tract C on which is now located certain pipeline and other equipment (hereinafter referred to as

ANLWD3.doc

BOOK 1499 PAGE 0562

the "Easement"), for the purpose of draining and storing water from Grantor's plant and aeration chamber located on said retained adjacent property, and for the purpose of laying, constructing, excavating for, maintaining, inspecting, operating, repairing, and replacing said pipeline(s) and equipment from time to time.

TO HAVE AND TO HOLD said Easement, rights, estates and privileges, unto Grantor, forever.

ALL rights and privileges, obligations and liabilities created by this easement shall inure to the benefit of the heirs, administrators, successors, trustees, representatives, successors-in-title and assigns of Grantor.

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

Signed, sealed and delivered in the presence of:

//wu

Notary Public Notary Public, Speking County, Georgia My Commission Expires May 22, 2001

My commission expires:

[NOTARIAL SEAL]

SOUTHERN MILLS, INC., a Georgia corporation

Ву:____

Name: KINNTW (
Title: CFO

Attest:

Name:_ Title:__

ro# L

TRACT A: All that tract or parcel of land situate, lying and being in Land Lot 249 of the First Land District of Coweta County, Georgia, containing 61.832 Acres, and designated as Tract A on Plat of Survey for City of Senoia, dated December 27, 1999, prepared by Don A. Smith, Registered Land Surveyor, a copy of which said plat of survey is recorded in Plat Book ______, page ______, in the Office of Clerk of Superior Court of Coweta County, Georgia, and, by reference, said plat of survey, together with the metes, bounds, courses and distances as shown thereon, is incorporated herein and made a part of this description.

TRACT B: All that tract or parcel of land situate, lying and being in Land Lot 249 of the First Land District of Coweta County, Georgia, containing 53.518 Acres, and designated as Tract B on Plat of Survey for City of Senoia, dated December 27, 1999, prepared by Don A. Smith, Registered Land Surveyor, a copy of which said plat of survey is recorded in Plat Book ______, page ________, in the Office of Clerk of Superior Court of Coweta County, Georgia, and, by reference, said plat of survey, together with the metes, bounds, courses and distances as shown thereon, is incorporated herein and made a part of this description.

117 RR 405 1249-001

TOGETHER with any right to ingress/egress easement, as described in Deed Book 125, page 650, Coweta County Superior Court records.

TRACT C: All that tract or parcel of land situate, lying and being in Land Lots 248 and 260 of the First Land District of Coweta County, Georgia, containing 17.074 Acres, as shown on Plat of Survey for City of Senoia, dated December 23, 1999, and revised March 6, 2000, prepared by Don A. Smith, Registered Land Surveyor, a copy of which said plat of survey is recorded in Plat Book (1), page (25), in the Office of Clerk of Superior Court of Coweta County, Georgia, and, by reference, said plat of survey, together with the metes, bounds, courses and distances as shown thereon, is incorporated herein and made a part of this description.

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TOGETHER with permanent sanitary sewer easement being 20 feet in width running from the North line of said 17.074 acre tract to the South right of way line of Andrews Parkway, all as shown on said plat of survey, together with right of ingress/egress to and from said line for purposes of maintenance and improvement of said line.

TRACT D: All of Grantor's interest in and to sewerline easement of indeterminate width and the pipes therein (designated 20 ft. sanitary sewer easement) as shown on plat of survey entitled City of Senoia, total acreage 1.257 acres by Don A. Smith, RLS, and recorded at Plat Book Page Ap., Coweta County Superior Court Records, which said plat is incorporated herein and made a part hereof.

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EXHIBIT "B"

BOOK 1499 PAGE 0564

- 1. All assessments and taxes for the year 2000 and all subsequent years. (2000 Taxes are not yet due and payable.)
- 2. There is no warranty by Southern Mills, Inc. in and to ingress/egress easement described n Deed Book 125, page 650, Coweta Superior Court records, as to Tract B described herein.
- 3. Powerline Easement running along Norfolk Southern Railroad, as shown on plat of survey, as to Tracts A and B described herein.
- 4. Encroachments of "Ball Field" and "Winpak Parking Lot", shown in southeast corner of Tract "B" described herein.
- 5. Possible lack of public access to said tracts by public road or otherwise, and no insurance is afforded as to access to said tracts.

Further, should access be obtained to Tract B, then there is no access to Tract A due to the presence of Norfolk Southern Railroad.

ATTORNEYS AT LAW
NEWNAN, GEORGIA 30264

BOOK 1314 MAGE 0478

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GEORGIA,	COL	NTY,
IN CONSIDER	ATION OF OTHER VALUABLE	CONSIDERATION AND TEN (\$10.00) Dollars,
the receipt whereof is h	ereby acknowledged, CITY	DF SENOIA
of the county of	Coweta	, State of Georgia, do hereby give, grant, sell, alien and
	ETA COUNTY, GEORGIA	
of the county of	Coweta	State of Georgia
teirs and assions, the fo	llowing property, to-wit:	

All that tract or parcel of land lying and being in the City of Senoia, Land Lot 248, First Land District, Coweta County, Georgia and being more particularly described as 2.000 acres on a survey of said property, prepared for Coweta County, dated 9/24/98, by John R. Christopher, Registered Land Surveyor, and recorded in Plat Book 67, Page 244, Coweta County, Georgia Records.

Also conveyed by this deed is a 30' easement for egress and ingress as shown on the above-referenced plat of said property.

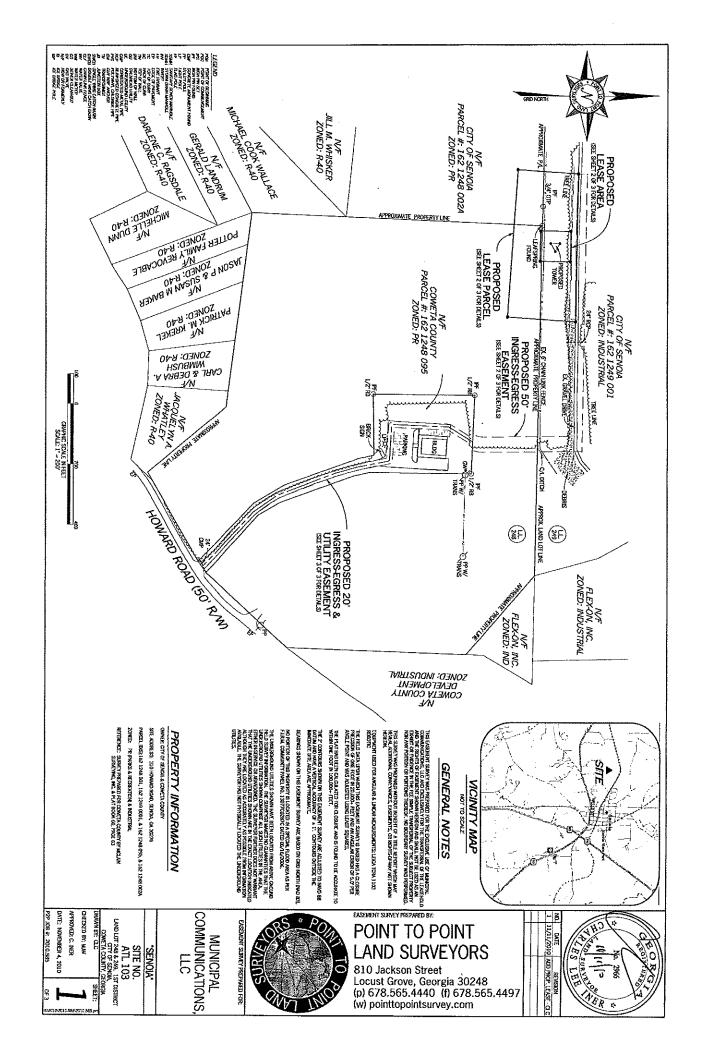
Paid \$ Page Estate Transfer Tax

Date

Cherk of Superior Court, Cornets Co., Gs.

together with all privileges and appurtances thereto in anywise belonging in fee simple.

And the said vendor(s) will, and <u>its</u> heirs, executors, administrators, and assigns shall, the said property to the said vendee(s), <u>its</u> heirs, executors, administrators, and assigns, forever warrant and defend against the lawful demands of all persons whatsoever.



EASEMENT FOR RIGHT-OF-WAY

EASEMENT FOR RIGHT-OF-WAY
STATE OF GEORGIA, NEWNAN-SENOIA REPOUTE LINES
Elite OF GEORGIA, COUNTY,
For and in consideration of the sum of SAL Unlier POLD World
(\$
the receipt and sufficiency whereof is hereby acknowledged, the undersigned, Southern Wills Inc.
whose Post Office address is 19815 34 eet 1760070 650000000000000000000000000000000
in connection therewith upon or under, a strip of landxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
and described below; together with all rights and privileges necessary or convenient for the full enjoyment or use of said strip for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut away and keep clear all trees and undergrowth and to remove all obstructions now on said strip or that may hereafter be placed thereon and danger trees now standing on lands adjacent thereto, which now or may hereafter, injure or endanger any of the works on said strip provided that on future cutting of such danger trees the Company shall pay to the undersigned, his successors or assigns, the fair market value of the merchantable timber so cut; timber so cut to remain the property of the owner thereof, and the right to install, maintain and use anchors or guy wires on lands adjacent to said strip.
Said strip is a part of that tract of land situated in Land Lot. 8. 260, 248, 5. 259 of the let Land District
of Coweta County, Georgia, said tract being described as follows: Bounded on the North by
modernt the Southerly right-of-way line of the Central of Georgia Railroad
on the South by lands of Mrs C C. McKnight and lands of J. R. Couch, Estate
on the East by lands of
and on the West by lands of City of Senoia
scribed survey line: BEGINNING on the center line of the Company's existing Newman-Senoia Transmission Line at a point 100 feet North 07° 06' East of a point where the said existing Newman-Senoia Transmission Line intersects the Southerly property line of lands of the undersigned; thence from said point of beginning South 76° 32' East, 1084.8 feet to an angle point; said strip continuing thence North 32° 28' East with a width of 100 feet being 50 feet on the Westerly side and 50 feet on the Easterly side, 1,468.9 feet to an angle point; said strip continuing thence South 61° 27' East with a width of 55 feet being 5 feet on the Northerly side of and 50 feet on the Southerly side of said survey line, 485.8 feat to pole No. 226 located on the center line of the Company's said existing transmission line.
Exercise states and strip being shown on plat made by or for said Company, and on file in the Office of said Company. Said Company, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on said premises by the employees of said Company, its agents, successors, or assigns, in the construction, reconstruction, operation and maintenance of said transmission lines, except those crops and fruit trees which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be likely to interfere with or endanger said lines or their proper maintenance and operation, provided the Grantors herein shall give the Company written notice thereof within thirty (30) days after said alleged damage shall have been done. Any growing crops or fruit trees so cut or damaged on said premises in the construction, reconstruction, operation and maintenance of said transmission lines to remain the property of the owner of said crops or fruit trees. It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of said transmission lines; timber so cut to remain the property of the owner thereof. The Grantors reserve the right to use the land hereinbefore described upon which the said transmission line or lines may be erected, for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, or repair of, or extensions or additions to, the said line or lines; and provided further, that no buildings or structures other than fences may be erected upon the said strip of land. Because it is recognized that there is the absolute necessity for the Company, in the safe and proper utilization of the rights, privileges, and interests herein granted, to have, from time to time and at all times, the following rights,
Said Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed. TO HAVE AND TO HOLD forever, unto said Company, its successors and assigns, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.
IN WITNESS WHEREOF, the said (12.4.4.5.2.4.4.1)
hereunto sethand and seal , this theday of
Signed, sealed and delivered in the presence of: (SEAL)
STATE (SEAL)
GEORGIA COMETA CUMUTO CIL M. S. M. MOR (STENL)
Motory Public Georgia State at Large C-1 Southern Mills, Inc. 19 17 At 1 M. RECORDED IN 800K / My Commission Expirely charge 1 March 191 PAGE / 7 THIS & DAY OF STATE OF THE S
My Commission Expired stars 2 No. 1 144 MS 191 BOOK 144 MS 191 BOOK 144 MS 191
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(A)

Philipson Syrbe



ary ac-11-11	Name of Line
	Account No
EASE	
	MEIN!
STATE OF GEORGIA,	
Coweta COUNTY.	
	fter called the Company, the sum of
One & no/100	Dollars (\$1.00), in consideration of which
he undersigned, Bi. V. Howard	, whose Post Office Address is
Senola do es	hereby grant and convey to said Company, its successors
and assigns, the right, privilege and easement to go in,	upon, along and across that tract of land owned by the
undersigned in Land Lot. 248. Number of th	e 1st. District, Section
of Coweta County,	
	· · · · · · · · · · · · · · · · · · ·
necessary appliances; with the right to permit the attach or person, to said poles; together with the right at all time said lines, making repairs, renewals, alterations and exte with the right to cut away and keep clear of said overhe ances, all trees and other obstructions that may now or with the proper operation of said overhead or underground	mmunication wires on said poles, or under said lands with ment of the wires and appliances of any other company, is to enter upon said premises for the purpose of inspecting insions thereon, thereunder, thereto or therefrom; together and or underground lines, transformers, fixtures and appli- hereafter in any way interfere or be likely to interfere lines, transformers, fixtures and appliances; also the right is. Any timber cut on said land by or for said Company
The undersigned does not convey any land, but merel set out.	y grants the rights, privileges and easements hereinbefore
•	GEORGIA, COWETA COUNTY, CLERK SUPERIOR COURT, FILED IN OFFICE, THIS 3/ DAY OF LEWIS LEGISLATION 19 69 PAGE 59 THIS 3/ DAY OF LEWIS LIFE CLERK CL
Said Company shall not be liable for, or bound by expressed.	any statement, agreement or understanding not herein
IN WITNESS WHEREOF, the saidB How	ard has
percunto set	30th day of December , 19.69
1	BUSTOWARD (SEAL)
Signed, sealed and delivered in the presence of:	(SEAL)
and Same Fr	(SEAL)
Jusure Steele Notary Publish	BOOK 171 PAGE 25

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

GEORGIA POWER COMPANY

47001 Bennett Chappell

, (5

RIGHT-OF-WAY EASEMENT

ECON 306 mm 11)8

STATE OF GEORGIA, COUNTY.

In consideration of the sum of County, Cou

The undersigned does not convey any land, but merely grants the hereinbefore described rights, privileges and easements.

GEORGIA, COWETA COUNTY, CLERK SUPERIOR GOURT FILED IN OFFICE, THIS 22 DAY OF LUMB 19 29 AT 94 M. RECORDED HY GOOK 30 L PAGE/OF THIS 22 DAY OF June 1927 Very LERK

Said Company shall not be liable for, or bound by, any statement or agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said

hereunto set HIS hand, and seal, this 15 T.H. day of 10 ACC (SEAL)

Signed, sealed and delivered in breaence of:

Witness Witness Witness (SEAL)

(SEAL)

(SEAL)

(SEAL)

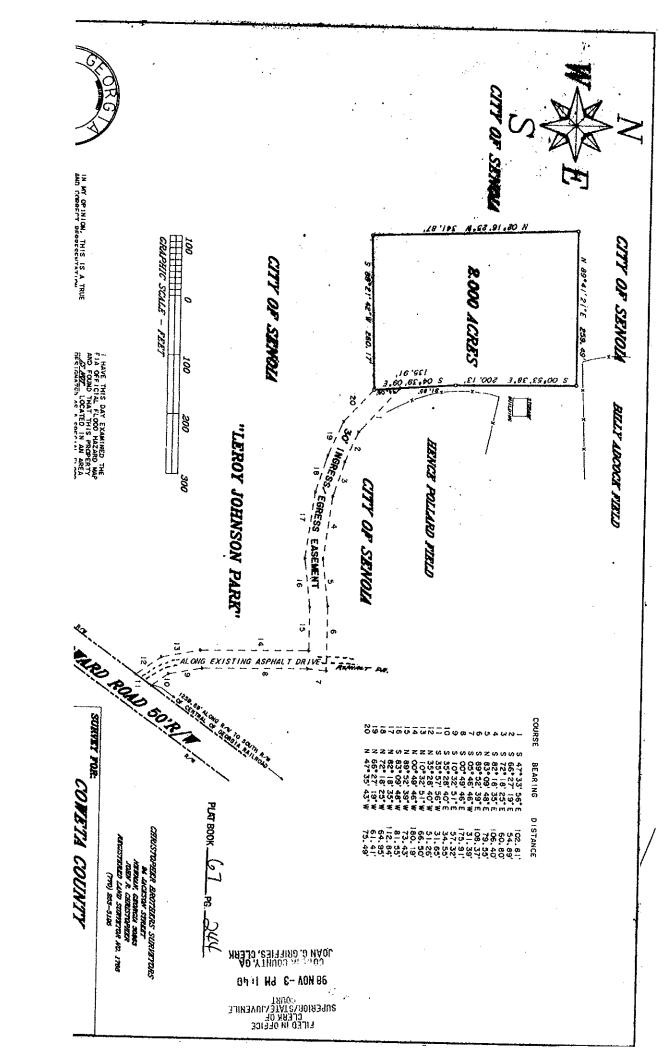
This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notacy Public.

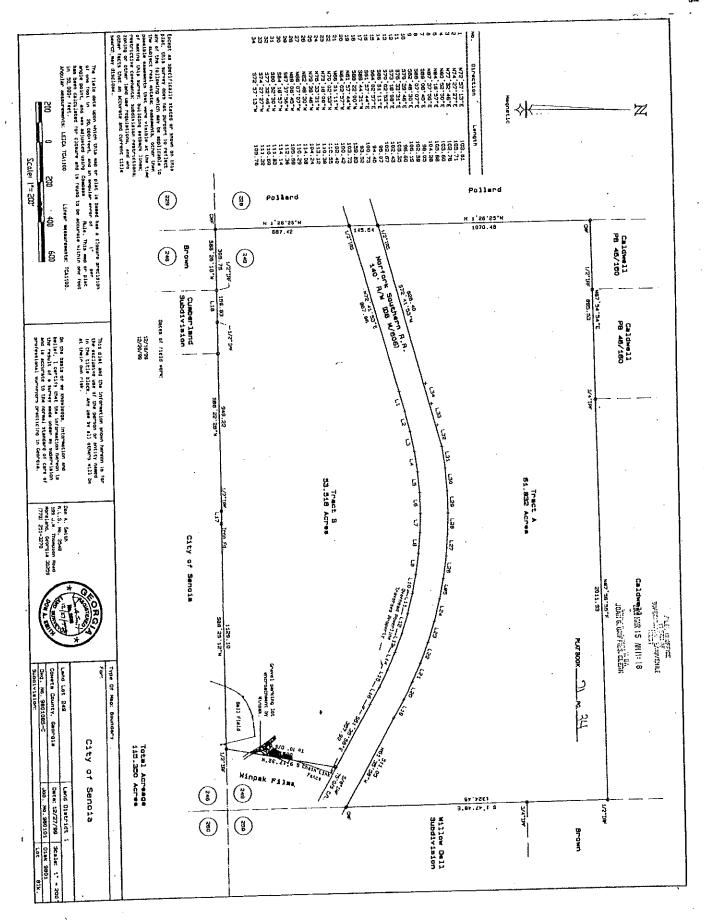
700065

Name of Line
Account No. 0-4300//- 300-0-000749

EASEMENT

STATE OF GEORGIA,				
COWATA COUNTY.	·			
Received of GEORGIA POWER COMPANY, hereinafter c	alled the Compar	ny, the sum	• • • • • • • • • • • • • • • • • • •	
ONE AND 09/100	Dollars (\$	<u>څ</u> کو), ۱	n consideration	of which
the undersigned, B.W. HOWARD				
77.74 E. Hw7. 16 docs hereb 35wa/a, 6A 302.76 and assigns, the right, privilege and easement to go in, upon	, slong and acre	as that tra	ct of land owne	d by the
undersigned in Land Lot 3	, st	District,	********	Section
of COWETA County, State				
on the North by lands of MICHAGL F. SMI	<i>TH</i>			
on the South by lands of GA. H.W.Y. 16				
as the Part by lands of	**		w14+4+4+1+2+1+1+1+1+1+1+1+1+1+1+1+1+1+1+1	
and on the West by lands of TINGLEY & FREE	MAN ST		*************	
fixtures and appliances, including the right to stretch communecessary appliances; with the right to permit the attachment or person, to said poles; together with the right at all times to e said lines, making repairs, renewals, alterations and extensions with the right to cut away and keep clear of said overhead or ances, all trees and other obstructions that may now or here with the proper operation of said overhead or underground lines, of ingress and egrees over said land to and from said lines. An shall remain the property of the owner of said timber.	of the wires an nter upon said pi thereon, thereu underground lin after in any wa transformers, fi y timber cut on	d appliance remises for nder, therel es, transfor y interfere xtures and said land	s of any other of the purpose of in to or therefrom; mers, fixtures a or be likely to appliances; also by or for said	company, uspecting together nd appli- interfere the right Company
The undersigned does not convey any land, but merely gre	ints the rights, p	rivileges an	d sessments her	inbefore
set out.			86	88 E ₁
	•		<u>≨:</u>	至 流
			<u> </u>	_ 150 55
			92 22	> 20
•			35	후 돌팔
			<u> </u>	යි දිප
Said Company shall not be liable for, or bound by any	etatemient gene	ement or I	indenstanding is	ج من thereIn
expressed.				
IN WITNESS WHEREOF, the said B.W. HOW				
hereunto sethand and seal, this	2 <u>74</u>	day of	407	, 19 87 .
	2111	Lish	il.	
Signed, sealed sind delivated in the presence of:				
Signed, scaled and delivered in the presence of:	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			.(SEAL)
Somiel & Harles		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************	(SEAL)
Laure O Flus Co			- 516 PAGI	
Notary Public	71	77711	U A U MU	. 570
(This easement to be signed in the presence of two (2) with	resses, one of wh	rom should	be a Notary Pul	ille.)





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PB 60-63 11.257AC MAP# 162-1248-00ZA DEBCRAH GLOVER CLERK VILLAGE DEVELOPMENT, INC. REVISED: DRAWN DY: S 89"25" 07" (Con S. Contacon CITY OF SENOIA E SM MAN DA! HOWARD ROAD (50'R/W)