



Michael L. Thurmond
Chief Executive Officer

DeKalb County Zoning Board of Appeals
Department of Planning & Sustainability
330 Ponce De Leon Avenue, Suite 300
Decatur, GA 30030

Wednesday, January 12, 2021 at 1:00 PM

Planning Department Staff Analysis



Andrew Baker, AICP
Director

N6. Case No: A-22- 1245390 Parcel ID(s): 18-062-08-060; 18-062-08-061

Commission District 02 Super District 06

Applicant: CHA Companies/Hunter Hyde on behalf of LIDL US, LLC
6745 Sugarloaf Parkway
Suite 100
Duluth, GA 30097

Owner(s): Wallace D. Magee
1766 Lawrenceville Highway
Decatur, GA 30033

VOL Repairs/Reme Rodriguez
1788 Lawrenceville Highway
Decatur, GA 30033

Project Name: 1788 Lawrenceville Highway- LIDL

Location: The properties are located at the northwest corner of intersection of Scott Boulevard, Church Street and Lawrenceville Highway, in Decatur, GA 30033.

Request: 1) Variance from Chapter 27-2.24.1 to increase the maximum front building setback from 60-feet to 130-feet in C-1 (Local Commercial) district and C-2 (General Commercial) zoning district

2) Variance from Chapter 21-20 (a) to increase the number of wall signs from two to three based on the criteria found in Chapter 21-27.

Staff Recommendation: Deferral.

STAFF FINDINGS:

Setback Variance Analysis:

The applicant proposes to construct a new, LIDL grocery store on the two subject properties.

1. By reason of exceptional narrowness, shallowness or shape of a specific lot, or by reason of exceptional topographic conditions, which were not created by the owner or applicant, the strict application of the requirements of this chapter would deprive the property owner of rights and privileges enjoyed by other property owners in the same zoning district:

The subject lots are zoned C-1 (Local Commercial) district and C-2 (General Commercial) district and conform to the requirements of the zoning districts. The subject properties have frontage along Scott Boulevard/Lawrenceville Highway, a major arterial road. Additionally, the properties are located in a Town Center activity center. There is a required 20-foot minimum and 60-foot maximum front setback for commercial development at this location.

There are a few encumbrances that make site development challenging on this site. There is an existing billboard easement at the southwest corner of these properties. The developers are required to comply with the easement that extends approximately 75-feet inward from the major arterial road and to provide access to the billboard.

Also, there are topographic changes on the project site. The property slopes from an elevation of ~950 ft above sea level in the southwest corner to ~920 feet along the northern and eastern boundaries where a fork of a Peachtree Creek tributary flows. The letter of intent states there is an 11-foot elevation change from Larry Lane (along the western boundary) to the proposed parking area along Lawrenceville Highway. The applicant states that due to the billboard easement and the topographic change, they must increase the building setback to 130-feet to accommodate the easement and vehicular circulation at the site.

Due to the billboard easement and the exceptional topographic conditions, the strict application of the requirements of these chapters may deprive the property owner of the rights and privileges enjoyed by other property owners in the C-1 and C-2 zoning districts.

2. The requested variance does not go beyond the minimum necessary to afford relief, and does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the zoning district in which the subject property is located:

The requested increase in the setback may go beyond the minimum necessary to afford relief. The maximum setback in C-1 and C-2 zoning districts from an arterial road is 60-feet. The requested variance to 130-feet is more than a 200% increase of that maximum setback.

3. The grant of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located:

The granting of the setback variance may be materially detrimental to the public welfare or injurious to the property or improvements in the C-1 and C-2 zoning district as it would arbitrarily increase the maximum building setback, with which other property owners are required to conform. The proposed site layout does not appear to make any significant strides to incorporate the activity center goals to contribute to the transformation of the subject area into a more pedestrian friendly environment considering its proximity to an established residential subdivision.

4. The literal interpretation and strict application of the applicable provisions or requirements of this chapter would cause undue and unnecessary hardship:

The strict application of the setback requirements may cause unnecessary hardships based on the established easements, but there may be reasonable site layout that does not require the building to be situated 130' from the front property line. Consideration of alternative layouts is recommended.

5. The requested variance would be consistent with the spirit and purpose of this Chapter and the DeKalb County Comprehensive Plan Text:

The future land use designation for these properties is Town Center. The *DeKalb County Comprehensive Plan* describes the intent of the of Town Center (TC) character area to “promote the concentration of residential and commercial structures, which serve many communities in order to reduce automobile travel, promote walkability and increased transit usage. These areas consist of a focal point for several neighborhoods with a variety of activities such as general retail, commercial, professional office, higher-density housing, and appropriate public and open space uses that are easily accessible by pedestrians.”

The request to increase the maximum setback undermines TC development goals, including: “*Parking: Clearly define road edges by locating buildings near the roadside with parking in the rear*”. This request may not be consistent with the spirit and purpose of this chapter. There are several reasons for maximum non-residential building setbacks, including:

- Fostering a pedestrian friendly experience and environment designed for greater accessibility to building directly from the sidewalk instead of across a parking lot or other challenging terrain;
- Encouraging better pedestrian engagement and activity to enliven the pedestrian experience; and
- Contributing to a safer environment by providing convenient entrances into safe building space; by providing windows next to sidewalk so that store employees can be aware activities on the sidewalk and vice versa.

The 130-foot setback undermines this by providing three rows of parking in front of the primary façade of the building.

STAFF FINDINGS:

Sign Variance Analysis:

The applicant proposes to construct a new, LIDL grocery store on the two subject properties. They are requesting an increase in the allowed number of wall signs from two (one of the primary façade and one on a secondary face) to three, to include a sign on a second side façade. The criteria for variances to [Chapter 21: Signs](#) are listed in Section 21-27: *Where a literal application of this article, due to special circumstances, would result in an unusual hardship in an individual case, a variance may be granted by the zoning board of appeals after receiving evidence that the applicant meets all of the following criteria:*

1)Exceptional conditions pertaining to the property where the sign is to be located as a result of its size, shape, or topography, which are not applicable to other lands or structures in the area:

There are a few encumbrances that make site development challenging on this site. There is an existing billboard easement at the southwest corner of these properties. The developers are required to comply with the easement that extends approximately 75-feet inward from the major arterial road and to provide access to the billboard.

Also, there are topographic changes on the project site. The property slopes from an elevation of ~950 ft above sea level in the southwest corner to ~920 feet along the northern and eastern boundaries where a fork of a Peachtree Creek tributary flows. The letter of intent states there is an 11-foot elevation change from Larry Lane (along the western boundary) to the proposed parking area along Lawrenceville Highway.

There appear to be exceptional property conditions at the subject site.

(2) Granting the variance would not confer on the applicant any significant privileges which are denied to others similarly situated:

This is unclear based on the submitted documentation. Additional illustrative documentation is required to evaluate this criteria.

(3) The exceptional circumstances are not the result of action by the applicant:

The exceptional circumstances may be the result of action by the applicant as they state 130' setback is necessary, while also stating that the requested setback creates signage visibility difficulties that require an additional wall sign.

(4) The requested variance is the minimum variance necessary to allow the applicant to enjoy the rights commonly enjoyed by others similarly situated:

The applicant has not provided any illustrative documentation to substantiate the signage request. Therefore, it remains unclear whether additional signage goes beyond the minimum necessary to afford relief.

(5) Granting of the variance would not violate more than one (1) standard of this article; and

The applicant has stated they will comply with all other sign related regulations found in Chapter 21.

(6) Granting the variance would not result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic.

The goal of the sign code is to ensure that signage balances the needs of commercial stakeholders, motorists, and pedestrians in a manner that is safe, aesthetically pleasing, and informative. It is unclear if the current proposal is consistent with that goal without illustrations.

FINAL STAFF ANALYSIS:

There does not appear to be sufficient site-specific constraints to warrant a variance to increase the maximum front setback by more than 200%. The justification for addition of a third wall sign is insufficient. The applicant has not provided any illustrative documentation to substantiate the signage request. Therefore, it remains unclear whether additional signage goes beyond the minimum necessary to afford relief. Therefore, Planning and Sustainability staff recommends deferral of both requests.



DeKalb County Department of Planning & Sustainability

Hon. Michael Thurmond
Chief Executive Officer

Andrew Baker, AICP,
Director

**ZONING BOARD OF APPEALS APPLICATION FOR PUBLIC HEARING
(VARIANCES, SPECIAL EXCEPTIONS, APPEALS OF ADMINISTRATIVE DECISIONS)**

BOA No. _____

Applicant and/or
Authorized Representative CHA COMPANIES INC. / HUNTER HYDE ON BEHALF OF LIDL U.S. LLC

Mailing Address: 6745 SUGARLOAF PARKWAY, SUITE 100

City/State/Zip Code: DULUTH, GA 30097

Email: hhyde@chacompanies.com

Telephone Home: 678-984-4458 Business: 678-405-3101

OWNER OF RECORD OF SUBJECT PROPERTY

Owner 1: Parcel # 18 062 08 060 - Wallace D. Magee
Owner: Owner 2: Parcel # 18 062 08 061 - VOL Repairs, Inc. / Reme Rodriguez

Owner 1 (Magee): 1766 Lawrenceville Highway, Decatur GA 30033
Address (Mailing): Owner 2 (Rodriguez): 1788 Lawrenceville Highway, Decatur GA 30033

Owner 1: Wdmagee1@bellsouth.net
Email: Owner 2: Reme.a.rodriguez@gmail.com

Owner 1: 404-242-3724
Telephone Home: Owner 2: 404-320-9705 Business: Owner 1: Law Firm
Owner 2: Auto Repair

ADDRESS/LOCATION OF SUBJECT PROPERTY

Address: 1788 Lawrenceville Highway City: Decatur State: GA Zip: 30033

District(s): 18 Land Lot(s): 62 Block: _____ Parcel: 18 062 08 060 & 18 062 08 061

Parcel # 18 062 08 060 - C-1
Zoning Classification: Parcel # 18 062 08 061 - C-2 Commission District 2
Commission District & Super District: Super District 6

CIRCLE TYPE OF HEARING REQUESTED:

- **VARIANCE** (From Development Standards causing undue hardship upon owners of property.)
- SPECIAL EXCEPTIONS (To reduce or waive off-street parking or loading space requirements.)
- OFFICIAL APPEAL OF ADMINISTRATIVE DECISIONS.

*** PLEASE REVIEW THE FILING GUIDELINES ON PAGE 4. FAILURE TO FOLLOW GUIDELINES MAY RESULT IN SCHEDULING DELAYS. ***

TO BE COMPLETED BY PLANNING AND SUSTAINABILITY DEPARTMENT:

Date Received: _____ Fee Paid: _____

ZONING BOARD OF APPEALS APPLICATION

AUTHORIZATION OF THE PROPERTY OWNER

I hereby authorize the staff and members of the Zoning Board of Appeals
To inspect the premises of the Subject Property

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property subject to the application.

DATE: December 1, 2021

Willace D. Magee, P.C.
By: Willace D. Magee
Applicant: _____
Signature

DATE: _____

Applicant: _____
Signature



DeKalb County

ZONING BOARD OF APPEALS APPLICATION

AUTHORIZATION TO REPRESENT THE PROPERTY OWNER

I hereby authorize the staff and members of the Zoning Board of Appeals to inspect the premises of the Subject Property

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property and that I authorize the applicant/agent to apply for a hearing to the Zoning Board of Appeals for the requests as shown in this application.

DATE: 12/1/2021

Applicant/Agent: [Signature]
Signature Deborah PYBURN
LIDL US, DEVELOPMENT MANAGER

TO WHOM IT MAY CONCERN:

(I)/ (WE) Willace D. Magee, P.C, Owner 1
(Name of Owners)

being (owner/owners) of the property described below or attached hereby delegate authority to:

CHA COMPANIES INC. /HUNTER HYDE
LIDL US, LLC/DEBORAH PYBURN

Melanesa E. Magee
Notary Public

Willace D. Magee, P.C.
By: Willace D. Magee
Owner

Notary Public

Owner

Notary Public

Owner



ZONING BOARD OF APPEALS APPLICATION AUTHORIZATION OF THE PROPERTY OWNER

I hereby authorize the staff and members of the Zoning Board of Appeals
To inspect the premises of the Subject Property

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property subject to the application.

DATE: 11/30/21

Applicant: Ramon Rodriguez
Signature

DATE: _____

Applicant: _____
Signature



ZONING BOARD OF APPEALS APPLICATION

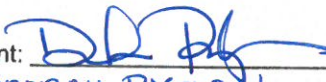
AUTHORIZATION TO REPRESENT THE PROPERTY OWNER

I hereby authorize the staff and members of the Zoning Board of Appeals
to inspect the premises of the Subject Property

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property and that I authorize the applicant/agent to apply for a hearing to the
Zoning Board of Appeals for the requests as shown in this application.

DATE: 12/1/2021

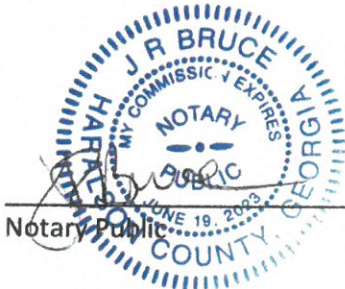
Applicant/Agent: 
Signature DEBORAH PYBURN
LIDL US, DEVELOPMENT MANAGER

TO WHOM IT MAY CONCERN:

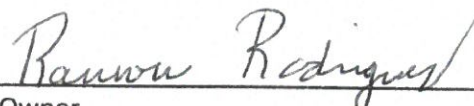
(I)/ (WE) VOL-REPAIRS, INC.
(Name of Owners)

being (owner/owners) of the property described below or attached hereby delegate authority to:

CHA COMPANIES INC./HUNTER HYDE
LIDL US, LLC/DEBORAH PYBURN



Notary Public


Owner

Notary Public

Owner

Notary Public

Owner



December 15, 2021

Ms. Rachel Bragg
DeKalb County Department of Planning & Sustainability
Clark Harrison Building
330 W. Ponce DeLeon Avenue, 3rd Floor
Decatur, GA 30030

Re: Letter of Intent for Proposed LIDL @ 1788 Lawrenceville Highway

Dear Ms. Bragg:

On behalf of our client, LIDL US, LLC, please find below our Letter of Intent in support of our Variance Application for a new grocery store development at 1788 Lawrenceville Highway in DeKalb County, GA.

Letter of Intent

The site is currently occupied by an Automotive repair business (Vol Repair), a small office building on the corner of Larry Lane and Lawrenceville Highway and a large billboard adjacent to the office building along the Lawrenceville Highway frontage. LIDL is proposing to demolish the existing buildings and surrounding pavement and construct a new 31,042 SF (+/-) single story grocery store with associated parking, driveways, and landscaped areas as shown on the submitted site plan. The billboard is proposed to remain.

As noted on the submitted site plan dated 12-15-21, we have identified two (2) code requirements that we would like to request a variance on, as detailed below.

Variance Request #1 – Increase in Maximum Allowable Front Building Setback from 60’ to 130’ DeKalb County Code Reference: Section 27-2.24.1, Table 2.2

County Code requires a maximum front building setback (along Lawrenceville Highway) of sixty (60) feet, and we would like to request a variance to allow a maximum front building setback of 130 feet. Below are explanations for each of the five criteria that must be considered for this request, in accordance with the County’s variance application code requirements:

7.5.1.A.1: This variance request is being made as a result of both existing site conditions that were not created by LIDL (applicant) and due to exceptional topographic constraints. The existing Billboard View and Overhang Easement depicted on the site plan (within which the LIDL Building cannot be placed) extends into the parcel approximately 75 feet from the Lawrenceville Highway Right-of-Way, which alone creates a hardship that necessitates the deeper front building setback. The additional setback distance (from 75’ up to 130’) is to allow for adequate room for traffic circulation for customer ingress/egress between the parking area and main driveway to Lawrenceville Highway, as shown on the submitted site plan. LIDL must maintain access to the Billboard after re-developing the site (per existing contractual obligations) but the existing driveway access from Larry Lane sits approximately 11 feet higher than the proposed parking lot elevation nearest that location, making it infeasible and un-safe to be kept as an access driveway from Larry Lane. In lieu of leaving a ‘dead-

end' driveway, the building was positioned just far enough back (130') from the Lawrenceville Highway R/W to allow a 2nd two-way drive aisle such that full traffic circulation can be allowed entering and exiting the parking and Billboard areas.

7.5.1.A.2: In the Applicant's opinion, this variance request does not go beyond the minimum necessary to afford relief, for the reasons stated in item 7.5.1.A.2 above. The applicant is also of the opinion that if approved, this variance would not grant any special privileges to this development that would be inconsistent with other commercial properties with similar hardships in the same zoning district.

7.5.1.A.3, 4, & 5: The Applicant firmly believes that the grant of the variance would in no way be materially detrimental to the public welfare or injurious to the property or improvements in this zoning district. The strict application of this zoning requirement would cause undue and unnecessary hardship to the Applicant as it would result in a breach of the existing easement agreement terms with the Billboard Owner. The Applicant also believes the requested variance is consistent with the spirit and purpose of the DeKalb County Code and Comprehensive Plan.

Variance Request #2 – Increase in Maximum Allowable Number of Building Signs from 2 to 3 **DeKalb County Code Reference: Section 21-20 (a)**

County Code allows for one wall sign per primary façade and one wall sign per secondary façade, for a total of two (2) wall signs. LIDL would like to request a variance to allow for a 3rd wall sign, to be located along the rear wall of their building, facing south towards Larry Lane. The three proposed building wall sign locations are depicted on the submitted site plan with blue-hatched rectangles. Below are explanations for each of the five criteria that must be considered for this request, in accordance with the County's variance application code requirements:

7.5.1.A.1: Due to the needed building location being setback further from Lawrenceville Highway and the exceptional topographic conditions (described in Variance Request #1), there will be little to no visibility of LIDL's primary facade wall signage for patrons traveling north on Lawrenceville Highway. Additionally, the existing US 1 Novelty Store building on the parcel to the south (across Larry Lane) blocks visibility of LIDL's proposed primary building facade (and primary wall sign) such that without the 3rd rear wall sign, patrons traveling north on Lawrenceville Highway would not be able to see the front facade building wall sign until being nearly directly in front of LIDL's store entrance. Patrons seeing the front façade at that point and then deciding to turn into the LIDL site would have little distance to do so, potentially resulting in a traffic accident from abruptly slowing down and/or changing lanes.

7.5.1.A.2: As noted on the conceptual site plan sign chart, the total aggregate allowable signage area, even with this 3rd wall sign would be below the maximum allowable total sign area. For this reason, the Applicant believes the requested variance does not go beyond the minimum necessary to afford relief, nor does the requested variance grant a special privilege inconsistent with the limitations upon other commercial properties in this zoning district.

7.5.1.A.3, 4, & 5: The Applicant firmly believes that the grant of the variance will in no way be materially detrimental to the public welfare or injurious to the property or improvements in this zoning district. The strict application of this zoning requirement would cause undue and unnecessary hardship to the Applicant as it would result in potential customers not being able to see the only potentially visible building logo from one direction on the main roadway accessing the site in time to make a safe turning movement into the site from the Highway. The Applicant also believes the requested variance is consistent with the spirit and purpose of the DeKalb County Code and Comprehensive Plan.



We appreciate DeKalb County's consideration of these variance requests and look forward to working with County Staff on this new project.

Should you have any questions, please do not hesitate to contact me at 678.984.4458 or hhyde@chacompanies.com as I will serve as your point of contact.

Sincerely,

CHA CONSULTING, INC.

A handwritten signature in blue ink, appearing to read "H. Hunter Hyde", is placed over a light gray rectangular background.

Hunter Hyde, PE
Section Manager \ Land Development

HH/s



WOLVERTON & ASSOCIATES INC

SAVANNAH
6745 SUGERLOAF PARKWAY
DULUTH, GEORGIA 30097
770-447-8999

DATE

12-1-21

29-1310/213

PAY TO THE ORDER OF

DeKalb County

Three hundred dollars 0/100

\$ 300.00

DOLLARS

Security Features
Included
Details on Back.

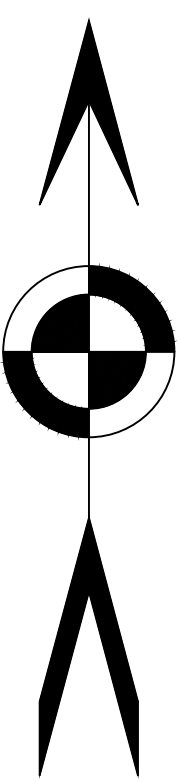
Citizens Bank®

FOR

Filing Fee (variance)

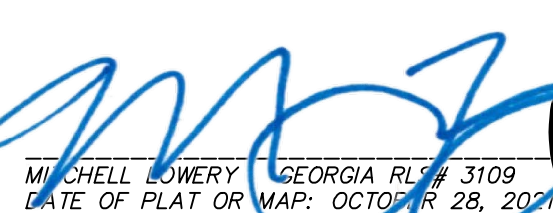
MP

⑈001019⑈ ⑆021313103⑆ 4009742959⑈



SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NPSPLAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NPSPL, AND INCLUDES ITEMS 1-5, 6(B), 7(A), 8-9, 13, 16-17, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 12, 2021.



MICHELL LOWERY (GEORGIA RL# 3109)
DATE OF PLAT OR MAP: OCTOBER 28, 2021

ZONING

PER ITEMS 6(A) AND 6(B) OF THE 2021 ALTA/NSPS
LAND TITLE SURVEY MINIMUM STANDARD DETAIL
REQUIREMENTS, SETBACKS AND OTHER ZONING
RESTRICTIONS/REQUIREMENTS CANNOT BE LISTED
UNLESS A ZONING REPORT OR LETTER STATING SAID
RESTRICTIONS/REQUIREMENTS IS PROVIDED.

UTILITY CONTACTS

WATER
DEKALB COUNTY WATER & SEWER
770-612-7222
4572 MEMORIAL DR
DECATUR, GA 30032
JERRY WOODS
JDWOODS@DEKALBCOUNTYGA.GOV
GAS
SOUTHERN COMPANY GAS
404-484-3474
10 PEACHTREE ST NE
ATLANTA, GA 30309
REGGIE TERRELL
C2506SHELLELOC@SOUTHERNCO.COM
ELECTRIC
GEORGIA POWER COMPANY
404-848-3476
823 JEFFERSON ST
ATLANTA, GA 30318
IKE COLLINS
MARTA ELECTRIC
404-848-3476
2424 PIEDMONT RD
ATLANTA, GA 30324
TIM LEDBETTER

COMMUNICATION
ZAYO FIBER SOLUTIONS
678-666-2493
400 CENTENNIAL PKWY, SUITE 200
LOUISVILLE, CO 80027
NW FLORES
COMCAST
770-559-6879
OLIVER BROOKS
470-787-4657
A1&T
210-821-4105
208 S. AKARD ST
305-409-1542
DALLAS, TX 75202
ANGELO HINES
GOOGLE FIBER INC.
650-253-0000
1600 AMPHITHEATER PARKWAY
470-242-4730
MOUNTAIN VIEW, CA 940043
GREG SPILL
WIRELESS / MCI
800-624-9675
2400 N GLENVIEW
RICHARDSON, TX 75082

N/F
SEAN M. & LAUREN E. CONNOLLY
PARCEL #18 062 08 029
D.B.-22977, PG-631

N/F
VOL REPAIRS, INC.
PARCEL #18 062 08 061
D.B.-22428, PG-220
5.450 ACRES
237,406 SQUARE FEET
2 STORY BLOCK & METAL BUILDING
935.70 FFE
27.9' HEIGHT
41,094 SQUARE FEET

APPROXIMATE COMMUNICATION PER UTILITY

SWCB
TOP=946.27
INV OUT=942.02

18 RCP
946.74

VICINITY MAP

SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED OCTOBER 11, 2021.
- 2) THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE OF 1" IN 35,948" WITH AN ANGULAR ERROR OF 3.3 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A NIKON NIP-322 TOTAL STATION, CARLSON BRK7 SR GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAN HAS THE FOLLOWING MAP CLOSURES:
TRACT 1: 1" IN 1,477,093"
TRACT 2: 1" IN 93,938"
TRACTS 1 & 2 COMBINED: 1" IN 92,976".
- 5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X, AE, FLOOD ZONE ON FLOOD INSURANCE RATE MAP NO. 13089C0066K, WITH A DATE OF IDENTIFICATION OF AUGUST 15, 2019, FOR COMMUNITY NUMBER 15695, IN DEKALB COUNTY UNINCORPORATED AREA, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TOPCON HIRER LITE+ GPS RECEIVER UTILIZING OPUS-S FOR POST PROCESSING, THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3. NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .03 FEET HORIZONTAL AND .06 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) UTILITIES SHOWN PER MARKINGS PLACED BY UTILISURVEY, L.L.C., UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST. LOWERY SURVEYING, INC. MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBSERVED EVIDENCE OF CEMETERIES, GRAVESTONES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.
- 9) DESCRIPTION SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN WARRANTY DEED RECORDED IN DEED BOOK 8805 PAGE 680; LIMITED WARRANTY DEED RECORDED IN DEED BOOK 22428, PAGE 215; AND CORRECTIVE OULTRAIL DEED RECORDED IN DEED BOOK 22428 PAGE 220; DEKALB COUNTY RECORDS.
- 10) THIS DESCRIBES THE SAME PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NOS: NCS-51543-A--A--A DATED OCTOBER 10, 2020 NCS-51543-B--A--A, DATED OCTOBER 13, 2021, AT 8:00AM.
- 11) NO ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON WERE OBSERVABLE AT TIME OF SURVEY.
- 12) AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF LAND MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADJUSTIONS.
- 13) AT THE TIME OF THIS SURVEY THERE WERE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS.
- 14) AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- 15) SUBJECT PROPERTY HAS DIRECT ACCESS TO LAWRENCEVILLE ROAD AND LARRY LANE, BEING A PUBLICLY DEDICATED RIGHT OF WAY.
- 16) SUBJECT PROPERTY IS CONTIGUOUS TO ALL ADJACENT PARCELS AND RIGHTS OF WAY, NO GAPS, GORES, OR OVERLAPS ARE KNOWN TO EXIST.

LEGEND

- | | | |
|------|----------------|----------------------------|
| | | PROPERTY LINE |
| | | OVERHANG/AINING |
| | | RECORD CALLS |
| | | BUILDING SETBACK LINE |
| | | BUILDING SETBACK LINE |
| | | INDEX CONTOUR |
| | | MINOR CONTOUR |
| | | SPOT ELEVATION |
| | X | WATER LINE |
| | W | UNDERGROUND TELEPHONE LINE |
| | UT | OVERHEAD UTILITY LINE |
| | OHE | GAS LINE |
| | G | SANITARY SEWER LINE |
| | SS | UNDERGROUND ELECTRIC LINE |
| | UGE | FENCE LINE |
| | X | STORM DRAIN PIPE |
| | | WATER VALVE |
| | WM | WATER METER |
| | FH | FIRE HYDRANT |
| | GM | GAS METER |
| | GV | GAS VALVE |
| | PM | POWER METER |
| | | SANITARY SEWER MANHOLE |
| | D ₁ | DROP INLET |
| SWCB | 3 | SINGLE-WING CATCH BASIN |
| DWCB | 3 | DOUBLE-WING CATCH BASIN |
| | JB | JUNCTION BOX |
| | RB | REBAR |
| | CRB | CAPPED REBAR |
| | CRWM | CONCRETE R/W MONUMENT |
| | FND | FOUND |
| | SET | 5/8" CAPPED REBAR SET |
| | X | LIGHT POLE |
| | ○ | SIGNAL POLE |
| | ○ | SIGN |

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°30'20"W	46.09'
L2	S47°58'37"E	37.78'
L3	S54°22'37"E	13.37'
L4	N24°35'03"W	89.84'
L5	N67°11'56"E	11.59'
L6	N50°18'41"E	10.77'
L7	N13°43'30"E	39.07'
L8	N18°22'15"W	88.44'
L9	N2°35'31"E	41.74'
L10	N48°29'30"E	102.47'
L11	S08°37'58"E	56.66'
L12	S75°07'28"E	28.31'
L13	S3°28'03"E	59.71'
L14	S64°30'59"E	14.68'
L15	S38°27'20"W	34.87'
L16	N41°14'12"W	25.22'
L17	S45°23'29"W	61.00'
L18	S40°57'42"E	39.84'
L19	S36°16'23"W	70.11'
L20	S3°18'31"W	33.39'

<i>CURVE</i>	<i>RADIUS</i>	<i>ARC LENGTH</i>	<i>CHORD LENGTH</i>	<i>CHORD BEARING</i>
C1	484.70'	196.78'	195.43'	N37°59'12"W


LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-001102

PREPARED FOR:
WIDL U.S. OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
AND
FIRST AMERICAN TITLE INSURANCE COMPANY;

**ALTA/NSPS LAND TITLE SURVEY OF:
1788 LAWRENCEVILLE HIGHWAY
DECATUR, GEORGIA 30033**

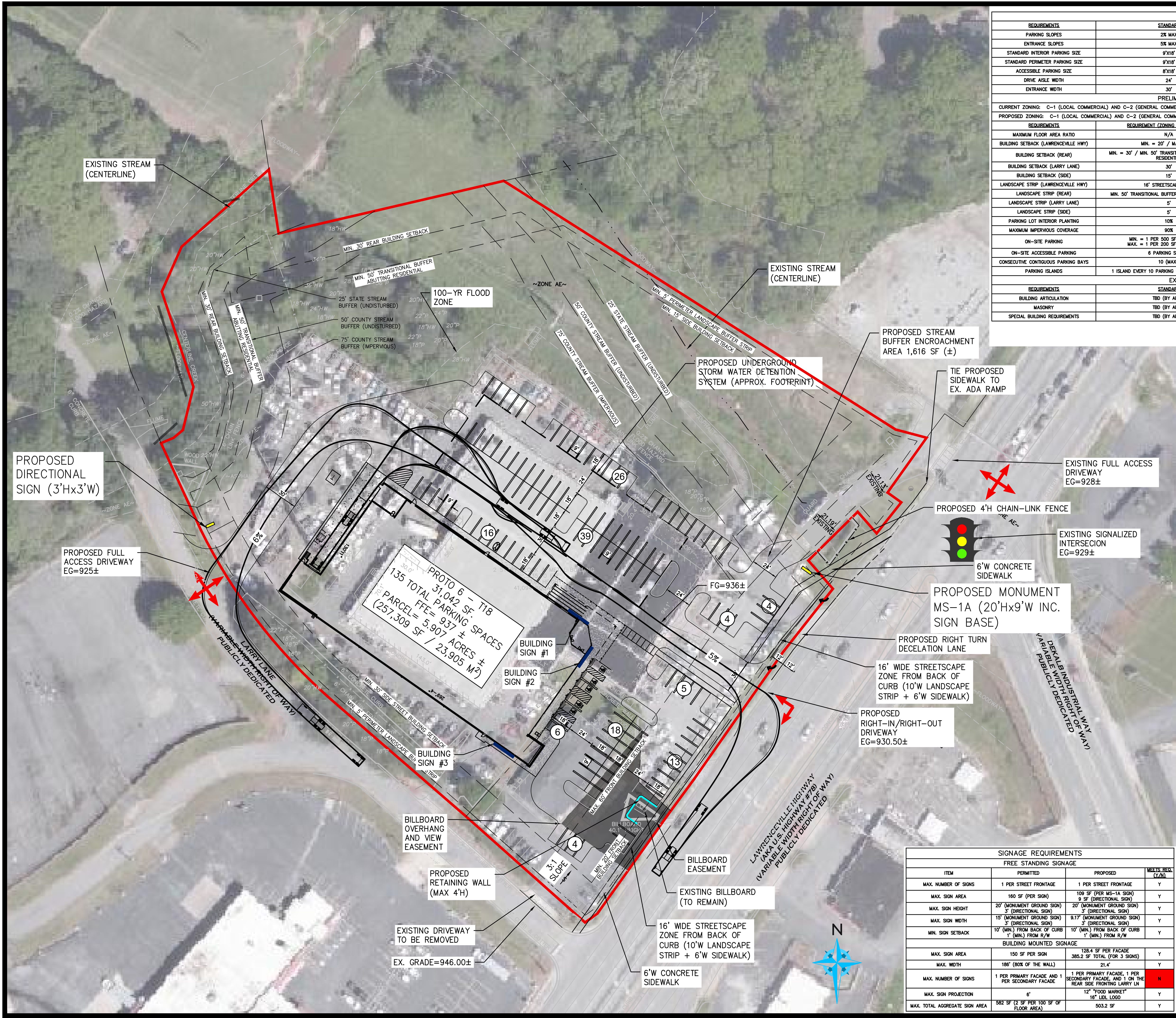
COUNTY: DEKALB	STATE: GEORGIA
DISTRICT: 18TH	LAND LOT: 62

REVISIONS	
DATE:	DESCRIPTION

[illegible]

Lowery
& Associates
LAND SURVEYING, LLC

SHEET 1 OF 2
DATE: OCTOBER 28, 2021
JOB #: 213442
SCALE: 1"=40'
DRAWN BY: H. FISHER



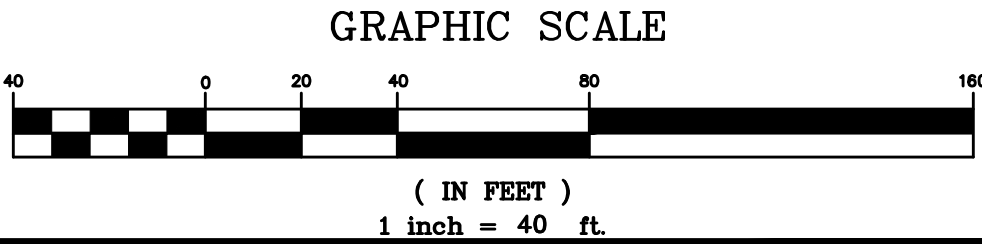
LIDL CIVIL STANDARDS			
REQUIREMENTS	STANDARD	PROPOSED	MEETS REQ. (Y/N)
PARKING SLOPES	2% MAX	2% MAX	Y
ENTRANCE SLOPES	5% MAX	6% MAX	N
STANDARD INTERIOR PARKING SIZE	9'x18'	9'x18'	Y
STANDARD PERIMETER PARKING SIZE	9'x18'	9'x18'	Y
ACCESSIBLE PARKING SIZE	8'x18'	8'x18'	Y
DRIVE AISLE WIDTH	24'	24'	Y
ENTRANCE WIDTH	30'	30'	Y
PRELIMINARY ZONING INFORMATION			
CURRENT ZONING: C-1 (LOCAL COMMERCIAL) AND C-2 (GENERAL COMMERCIAL / (DEKALB COUNTY)			
PROPOSED ZONING: C-1 (LOCAL COMMERCIAL) AND C-2 (GENERAL COMMERCIAL / (DEKALB COUNTY)			
REQUIREMENTS	REQUIREMENT (ZONING CLASSIFICATION)	PROPOSED	MEETS REQ. (Y/N)
MAXIMUM FLOOR AREA RATIO	N/A	N/A	Y
BUILDING SETBACK (LAWRENCEVILLE HWY)	MIN. = 20' / MAX. = 60'	±130'	N
BUILDING SETBACK (REAR)	MIN. = 30' / MIN. 50' TRANSITIONAL BUFFER ABUTTING RESIDENTIAL	>50'	Y
BUILDING SETBACK (LARRY LANE)	30'	>30'	Y
BUILDING SETBACK (SIDE)	15'	>15'	Y
LANDSCAPE STRIP (LAWRENCEVILLE HWY)	16' STREETScape ZONE	16' STREETScape ZONE	Y
LANDSCAPE STRIP (REAR)	MIN. 50' TRANSITIONAL BUFFER ABUTTING RESIDENTIAL	>50' TRANSITIONAL BUFFER ABUTTING RESIDENTIAL	Y
LANDSCAPE STRIP (LARRY LANE)	5'	35'	Y
LANDSCAPE STRIP (SIDE)	5'	35'	Y
PARKING LOT INTERIOR PLANTING	10%	>10%	Y
MAXIMUM IMPERVIOUS COVERAGE	90%	<90%	Y
ON-SITE PARKING	MIN. = 1 PER 500 SF = 63 SPACES MAX. = 1 PER 200 SF = 155 SPACES	135 TOTAL SPACES	Y
ON-SITE ACCESSIBLE PARKING	6 PARKING SPACES	6 PARKING SPACES	Y
CONSECUTIVE CONTIGUOUS PARKING BAYS	10 (MAX.)	10 (MAX.)	Y
PARKING ISLANDS	1 ISLAND EVERY 10 PARKING SPACES @ 250 SF MIN.	1 ISLAND EVERY 10 PARKING SPACES @ 250 SF MIN.	Y
EXTERIOR BUILDING DESIGN			
REQUIREMENTS	STANDARD	PROPOSED	MEETS REQ. (Y/N)
BUILDING ARTICULATION	TBD (BY ARCH)	TBD (BY ARCH)	TBD
MASONRY	TBD (BY ARCH)	TBD (BY ARCH)	TBD
SPECIAL BUILDING REQUIREMENTS	TBD (BY ARCH)	TBD (BY ARCH)	TBD

SITE SPECIFIC NOTES:
• COUNTY PLANNING DEPT STAFF CONFIRMED THAT THE C-1/C-2 MIXED ZONING WILL BE ALLOWED TO REMAIN EVEN AFTER THE PARCELS ARE COMBINED.
• UNDERGROUND STORMWATER DETENTION WILL BE REQUIRED.
• A VARIANCE WILL BE REQUIRED TO INCREASE THE MAXIMUM FRONT YARD BUILDING SETBACK.
• A VARIANCE WILL BE REQUIRED TO ALLOW 3 WALL SIGNS INSTEAD OF 2 (MAX ALLOWABLE PER CODE IS 1 PER PRIMARY FACADE AND 1 PER SECONDARY FACADE).

SITE AREA SUMMARY			
AREA	ACREAGE	SQUARE FEET	SQUARE METERS
PROJECT SITE	5.907	257,309	23,905

PRELIMINARY SITE PLAN NOTES:
• THIS SITE PLAN, BEING PRELIMINARY IN NATURE DOES NOT GUARANTEE THAT ALL REQUIREMENTS FOR ZONING ISSUES, NOR STORM DRAINAGE, GRADING, UTILITY EASEMENTS, AND THE LIKE ARE PROPERLY ADDRESSED AT THIS TIME. THE ABOVE REQUIREMENTS CAN AFFECT THE LAYOUT OF THE SITE.
• THIS SITE PLAN IS BASED ON GIS DATA.
• PARKING FIELDS AND RATIOS ARE PRELIMINARY.
• ALL REQUIREMENTS ASSUMED WITH THIS LAYOUT ARE TENTATIVE AND SUBJECT TO CHANGE AS MAY BE DIRECTED BY THE ARCHITECT, LANDLORD, OR ANY OF THE GOVERNMENTAL AGENCIES. FURTHER REVIEW OF THE SITE AS PART OF THE DUE DILIGENCE EVALUATION WILL BE NECESSARY AND MAY IMPACT THE LAYOUT.
• SITE ACCESS SHOWN IS PRELIMINARY, FURTHER INVESTIGATION IS REQUIRED.
• ZONING CODE HAS NOT BEEN EVALUATED FOR ALL SITE RESTRICTIONS.

SIGNAGE REQUIREMENTS			
FREE STANDING SIGNAGE			
ITEM	PERMITTED	PROPOSED	MEETS REQ. (Y/N)
MAX. NUMBER OF SIGNS	1 PER STREET FRONTAGE	1 PER STREET FRONTAGE	Y
MAX. SIGN AREA	160 SF (PER SIGN)	109 SF (PER MS-1A SIGN) 9 SF (DIRECTIONAL SIGN)	Y
MAX. SIGN HEIGHT	20' (MONUMENT GROUND SIGN) 3' (DIRECTIONAL SIGN)	20' (MONUMENT GROUND SIGN) 3' (DIRECTIONAL SIGN)	Y
MAX. SIGN WIDTH	15' (MONUMENT GROUND SIGN) 3' (DIRECTIONAL SIGN)	9.17' (MONUMENT GROUND SIGN) 3' (DIRECTIONAL SIGN)	Y
MIN. SIGN SETBACK	10' (MIN.) FROM BACK OF CURB 2' (MIN.) FROM R/W	10' (MIN.) FROM BACK OF CURB 1' (MIN.) FROM R/W	Y
BUILDING MOUNTED SIGNAGE			
MAX. SIGN AREA	150 SF PER SIGN	128.4 SF PER FACADE 385.2 SF TOTAL (FOR 3 SIGNS)	Y
MAX. WIDTH	186" (80% OF THE WALL)	21.4'	Y
MAX. NUMBER OF SIGNS	1 PER PRIMARY FACADE AND 1 PER SECONDARY FACADE	1 PER PRIMARY FACADE, 1 PER SECONDARY FACADE, AND 1 ON THE REAR SIDE FRONTING LARRY LN	N
MAX. SIGN PROJECTION	6'	12" "FOOD MARKET" 16" LIDL LOGO	Y
MAX. TOTAL AGGREGATE SIGN AREA	582 SF (2 SF PER 100 SF OF FLOOR AREA)	503.2 SF	Y



DeKalb County Tax Parcel 18 062 08 060

The space above this line is reserved for the use of the Clerk of the Superior Court.)

STATE OF GEORGIA

After recording, return to:

COUNTY OF FULTON

Calloway Title & Escrow, LLC
4170 Ashford Dunwoody Rd., Ste. 525
Atlanta, Georgia 30319
CTE File No. 2-37381/6809.006

Cross-Reference:

Deed Book 8805, page 680

GRANT OF PERPETUAL EASEMENTS

THIS GRANT OF EASEMENTS AND AGREEMENT (the "**Agreement**") is entered into this 6th day of January, 2021 by and between **WILLACE D MAGEE, P.C.**, a Georgia professional corporation, with its principal business office in the State of Georgia located at 1766 Lawrenceville Hwy, Decatur, Georgia 30033 (hereinafter, the "**Grantor**"), and **MAXIMUM MEDIA, LLC**, a Georgia limited liability company, with its principal business office in the State of Georgia located at 230 Peachtree Street, N.W., Ste. 1890, Atlanta, Georgia 30303 (hereinafter, the "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property identified as Tax Parcel ID No. 18 062 08 060 by Dekalb County, State of Georgia, being known as 1766 Lawrenceville Hwy. (aka Scott Blvd.), Decatur, GA 30033, which is more particularly described on **Exhibit "A-1"** and depicted by the ALTA plat of survey at **Exhibit "A-2,"** attached hereto and by this reference made a part hereof (hereinafter, the "**Grantor Parcel**"); and

WHEREAS, the Grantor wishes to create, establish and grant to Grantee certain exclusive and non-exclusive perpetual easements for (i) the construction, use, maintenance, repair, operation, relocation, removal, replacement, protection and enjoyment of a Billboard (as such term is hereinafter defined); and (ii) certain additional easements and other rights on, onto, over, under, upon, across and through certain portions of the Grantor Parcel, as more particularly described and depicted herein below:

NOW, THEREFORE, in consideration of the promises and agreements set forth herein and TEN AND NO/100THS DOLLARS (\$10.00) and other valuable considerations, in hand paid by each party to the other, the receipt and sufficiency thereof being hereby acknowledged by each party, the parties hereto do hereby agree as follows:

1. Definitions. As used in this Agreement, the capitalized terms set forth in this Section shall have the meanings set forth below, unless the context clearly indicates otherwise:

(a) Billboard: The term **"Billboard"** shall mean those certain outdoor (painted, reflectorized, printed, illuminated, rotating and/or electronic, including but not limited to LED and LCD displays) display areas together with a monopole supporting pylon, including necessary structures, devices, communication equipment, power poles, electrical supply and connections, electrical conduits, lighting fixtures, and any other appurtenant property supporting the use and operation of such display areas, as they as may be modified, embellished or otherwise altered from time to time as herein provided and such other equipment and accessories as Grantee may attach thereto from time to time.

(b) Building: The term **"Building"** shall mean all improvements to the Grantor Parcel of every nature and kind existing from time to time, with the exception of the Billboard.

(c) Easement Areas: The term **"Easement Areas"** shall mean those portions of the Property that encompass the Billboard Easement Area, the Overhang Easement Area, the Access Easement Area, the Maintenance Easement Area and the View Corridor, as those terms are defined herein below.

(d) Easements: The term **"Easements"** means the Billboard Easement, the Overhang Easement, the Access Easement, the Maintenance Easement, the Utility Easement, the View Easement, and the other rights of the Grantee herein related to the same.

(e) Exclusive: The term **"Exclusive,"** as used in connection with the Easement Areas described in **Section 2** hereof, is limited to mean that the Grantee and its successors shall have the sole and exclusive right to use the Easement Areas for the purpose of constructing, owning, operating, repairing, maintaining, replacing and relocating the Billboard and protecting the view of the Billboard upon the portions of the Grantor Parcel within the Easement Areas and to exclude others as may be necessary to permit Grantee with the right to operate the Billboard within the Easement Areas.

(f) Owner: The term **"Owner"** shall mean the Grantor and its successors as the record owner from time to time and at any time, whether one or more Persons, of the fee simple title to the Grantor Parcel, but excluding, however, any Persons who shall have title merely as security for the performance of any debt or other obligation.

(g) Permitees: The term **"Permitees"** shall mean any officer, director, partner, employee, agent, contractor, customer, invitee, licensee, lessee, subtenant, or concessionaire of Grantee.

(h) Person: The term **"Person"** shall mean any individual, corporation, partnership, association, trust or any other legal entity.

(i) Restrictions: The term **"Restrictions"** shall mean the covenants, restrictions, conditions and provisions contained herein, as they may from time to time be amended or supplemented.

2. Grantor's Grant of Easements to Grantee. Grantor, as the owner of the Grantor Parcel, for the benefit and use of Grantee and its Permittees, does hereby create, establish, grant, declare and convey to Grantee, for the benefit of the Grantee and its Permittees, the following perpetual easements:

(a) an Exclusive easement (the ***"Billboard Easement"***) for the construction, establishment, use, maintenance, repair, operation, relocation, removal, replacement, protection and enjoyment of a Billboard on, onto, over, and upon that certain portion of the Grantor Parcel described on Exhibit "B-1," attached hereto (the ***"Billboard Easement Area"***), including the additional right to add additional facilities and to license the use the Billboard, or any portion or facilities thereof, for any other lawful purpose;

(b) the further Exclusive easement (the ***"Overhang Easement"***) for the establishment, construction, modification, removal, replacement, maintenance, repair, use, operation, protection and enjoyment of, and limited expressly to, the display areas of the Billboard, as the same may exist from time to time, outside the Billboard Easement Area and within the Elevations of the Overhang Easement Area. The ***"Overhang Easement Area"*** is that portion of the Grantor Parcel adjacent to the Billboard Easement Area, as depicted at "Exhibit "B-2," attached hereto and incorporated herein by this reference. The ***"Elevation"*** of the Overhang Easement Area shall include only that space within the Overhang Easement Area which is more than thirty (30) feet above the present ground level of the Overhang Easement Area;

(c) a non-exclusive easement (the ***"Access Easement"***) on, onto, upon, under, across and through the portions of the paved and unimproved areas of the Grantor Parcel described on Exhibit "C," attached hereto (the "Access Easement Area") for the purpose of providing Grantee and its Permittees with **unobstructed pedestrian and vehicular access, ingress into and egress from the public right-of-way of Lawrenceville Highway and Larry Lane to and from the Billboard for the purpose of constructing, maintaining, repairing, relocating, removing, replacing, using, operating, protecting and enjoying the uses and the profits of the Billboard.** The Grantor may relocate the Access Easement Area from time to time for good faith business purposes after notice to the Grantee, provided that, following such relocation, Grantee and its Permittees shall continue to have reasonable unobstructed pedestrian and vehicular access, ingress to and egress from the aforesaid public right-of-way to and from the Billboard Easement Area, the Overhang Easement Area, the Maintenance Easement Area and the View Corridor for all purposes stated herein;

(d) a non-exclusive easement (the ***"Maintenance Easement"***) on, onto, upon, under, across and through those additional paved and unimproved portions of the Grantor Parcel as the Grantor may designate from time to time contiguous with the Billboard Easement Area (the ***"Maintenance Easement Area"***) which allows the Grantor and its Permittees the non-exclusive use of such area temporarily as needed for the construction, maintenance, modification, repair, removal and replacement of the Billboard, including temporary vehicle parking and temporary storage of materials, but without unreasonably or unnecessarily interfering with the normal activities of Grantor, employees, tenants, subtenants at the Grantor Parcel. The initial Maintenance Easement Area shall be that area as shown at Exhibit "D," attached hereto and made a part hereof. The Grantor may relocate the Maintenance Easement Area from time to time for good faith business purposes after notice to the Grantee, provided that, following such relocation, Grantee and its Permittees shall continue to have reasonable use of a sufficient portion of the Grantor Parcel contiguous with the Billboard Easement Area for all purposes and uses stated herein;

(e) a non-exclusive easement (the ***“Utility Easement”***) for the use of Grantee and its Permittees for underground/overhead electrical power poles and electrical lines, conduits, cables and similar facilities on, onto over, upon, under, across and through the Grantor’s Parcel to the Billboard that may be reasonably necessary or appropriate for the operation of the Billboard;

(f) a non-exclusive easement (the ***“View Easement”***) for the use of Grantee over the airspace above the portion of the Grantor Parcel shown and depicted at **Exhibit “E,”** (the ***“View Corridor”***) for the purpose of providing continuous unobstructed visibility from all traffic moving in both directions on Lawrenceville Highway (aka Scott Boulevard and U.S. Routes 78 and 29) (***“Scott Boulevard”***) and Larry Lane (***“Traffic Rights-of-Way”***) to all portions of the display faces of the Billboard. Grantor, its successors and assigns, agrees not to implement or to allow the construction, placement, or erection of any structures or landscaping within the View Corridor that blocks, obstructs, hinders, or impairs the visibility of any portion of the advertising display faces of the Billboard from traffic traveling in the Traffic Rights-of-Way. Without limiting the generality of the foregoing, the Grantee shall have the further right to trim or to remove any trees, vegetation and other obstruction of any nature now or hereafter in the View Corridor that obstructs the visibility of any portion of such display faces by traffic traveling in the Traffic Rights-of-Way as often as Grantee in its sole discretion deems appropriate to prevent any such obstructions. If the Owner of the Grantor Parcel should also own any real property contiguous with the Grantor Parcel, the Grantee shall also have the right to trim or to remove any trees or other vegetation within any area of such contiguous property between the common boundary line of the adjacent property and the Traffic Rights-of-Way and a line created by extending the boundary line of the View Corridor across such adjacent property of the Owner to the boundary line of the Traffic Rights-of-Way.

(g) The Grantor reserves for Grantor and each subsequent Owner of the Grantor Parcel the concurrent right to use all of the Easement Areas established for the Grantee’s exercise of the Easements and the Grantee’s other rights hereunder for any lawful purpose not expressly prohibited by this Agreement, provided that such concurrent use by the Owner shall not interfere in any material respect with the full and continuous use and enjoyment of the Easements and other rights granted to the Grantee by this Agreement. Without limiting the generality of the foregoing, the Owner further reserves, for the benefit of Owner and Owner’s tenants and subtenants, the right to install on the monopole of the Billboard up to four (4) panels (the ***“Tenant Signage”***) containing the business names of the Owner’s tenants/subtenants which lease or sublease space from time to time in the Building, provided that: (i) all Tenant Signage shall not exceed a total of one hundred twenty (120) square feet; (ii) the Grantee shall install and maintain, at the Grantee’s sole cost, the illuminated metal frame or “can” containing the plexiglass to which the Tenant Signage is attached and associated lights and electrical wiring (collectively, the ***“Frame”***); (iii) the location and appearance of the Tenant Signage and the Frame on the monopole shall be substantially as depicted by **Exhibit “F,”** attached hereto and incorporated by this reference; and (iv) the Owner (or, if delegated and assigned by the Owner, the Owner’s tenants/subtenants) shall be solely responsible for ordering and paying for the fabrication of all Tenant Signage and the installation of the same in the designated portion of the Frame by a professional sign contractor. The Grantee shall have no liability to anyone for any damage to the Frame or its components or to any Tenant Signage arising from the installation of any Tenant Signage; and (v) after initial installation by Grantee, the Owner shall be solely responsible for maintenance and repair of the Frame.

3. Right of Removal. The Billboard and all trade fixtures, equipment and all personal property related thereto, shall be and remain at all times the sole and exclusive property of the Grantee, and may be removed and replaced by Grantee at any time and from time to time. In the event the Grantee removes the Billboard, Grantee in so removing shall only be responsible for cutting the sign support post, the monopole or pylon at least two (2) feet below the ground surface level (or where the pylon or support post intersects the concrete base, if the base is less than 2 feet below the ground surface), and filling the remaining subsurface portion of the sign post with dirt or other fill material that may be deemed proper by Grantee.

4. Grantor's Restrictions and Covenants. The following covenants, conditions and restrictions are herewith imposed on the Grantor's Parcel:

(a) Grantor shall forever warrant and defend title to the Easements herein created and conveyed to the Grantee, its successors and assigns, against every person claiming by, through or under the Grantor, subject however, to all easements, liens and title restrictions of record on the date hereof.

(b) Grantor shall not materially or unreasonably impede, obstruct, block or interfere with the Grantee's use and enjoyment of the Easements granted in **Section 2** herein above;

(c) Except as otherwise provided in this Agreement, Grantor shall not make application to the local jurisdiction or Department of Transportation for permits, construct, erect, or permit any other party to erect any off-premises general outdoor advertising displays or other off-premises advertising matter on the Grantor Parcel or on any other real property owned or controlled by the Grantor within a radius of five thousand fifty (5,050) feet of the Billboard; and

(d) Except as otherwise provided in this Agreement, Grantor shall not reduce, alter or modify the surface, existing contours or the current grade elevation of the Grantor Parcel which adversely affects the foundation and lateral support of the Billboard.

5. Grantee's Restrictions and Covenants. Grantee covenants and agrees with Grantor that no portion of the Billboard shall display nude, pornographic material or advertising for the operation of any pornographic or adult entertainment business including massage parlors, theaters displaying pornographic pictures or films, obscene words or messages or bookstores dealing in pornographic materials.

6. Maintenance of Billboard; Taxes; Utility Charges. Grantee, and not Grantor, will: at all times, bear responsibility for the repair and maintenance of the Billboard and the utility lines and facilities serving the Billboard, provided that Grantor shall be responsible for maintaining the Access Easement Area, for repairing any damage caused to the Billboard by Grantor, and for maintaining the Grantor Parcel in good condition and repair, provided that any damage caused by or resulting from the use by Grantee or its agents of the Easements (but not normal wear and tear) will be paid by Grantee. In the event Grantee fails to repair such damage after thirty (30) days notice from Grantor, then Grantor may, but shall have no obligation to, perform such repairs, and Grantee shall reimburse Grantor for the actual reasonable costs expended by Grantor for such repairs within ten (10) days of demand for payment. Grantee shall pay all taxes separately assessed against the Billboard and/or the Easements, any license fees, permits and similar charges which may be imposed upon Grantee's use or operation of the Billboard and Easements and all utility bills associated with the use of the Billboard.

7. Grantor Cooperation with Grantee. Grantor shall cooperate with Grantee in connection with all Grantee's applications and other filings and submissions for any and all licenses, permits, consents, variances, waivers and approvals from any and all applicable federal, state or local governmental authorities, including any utility easements necessary for Grantee's (and any assignee's) initial and continued exercise and enjoyment of any of the Easements and other rights of the Grantee hereunder (collectively the "***Governmental Permits***"). In the event the applicable authority requires the signature of the Grantor or other evidence of the Grantor's consent in connection with the submission of any application for any Governmental Permits, Grantor shall cooperate with Grantee, and, if required in order to make such application or filing complete and effective, Grantor shall execute all documents necessary to complete application for such Governmental Permits, or, in the alternative, at Grantee's option, the Grantor hereby authorizes the Grantee to make application for any and all such Governmental Permits and to sign such applications and filings on behalf of the Grantor. The limited power of attorney contained herein is coupled with an interest and is therefore irrevocable.

8. Relocation of Billboard. The Billboard may be relocated by Grantee at any time and from time to time at its sole cost and expense. Any relocation of the Billboard support pole by Grantee must be within the Billboard Easement Area. Grantor shall not unreasonably interrupt or interfere or impair the use of Grantee's Easements or rights hereunder or increase the cost thereof.

9. Insurance and Indemnification.

(a) Grantee hereby agrees to and shall hold Grantor harmless against all claims or damages to person or property by reason of accidents resulting from the negligence or willful acts of Grantee and Grantee's agents, employees, or workmen in the construction, maintenance, repair, replacement or removal of its Billboard. Grantee shall carry general liability insurance of not less than \$1.0 million per occurrence, and \$2.0 million in the aggregate, and shall, upon request of Grantor, shall provide Grantor with a certificate of insurance evidencing such insurance, listing Grantor as an additional insured.

(b) Grantor hereby agrees to and shall hold the Grantee harmless from, indemnify and defend the Grantee against any and all claims, demands, actions, causes of action, losses, expenses (including without limitation court costs and reasonable attorney's fees) damages and liabilities arising out of or in connection with: (i) any breach by the Grantor of any of Grantor's representations, warranties, covenants and obligations to Grantee arising under this Agreement; and (ii)) any damage to the Grantee's property resulting from the negligence of Grantor or its agents, employees, or contractors.

(c) This Section shall survive any release or termination of this Agreement and release or termination of the Easements.

10. Self Help. In the event Grantor fails or refuses to perform or comply with any of the terms, conditions, covenants, easements or obligations of this Agreement, Grantee may, without liability for failure to do so, take whatever action it may deem necessary to cure such default or breach, or otherwise affect compliance with this Agreement, at the expense of the Grantor, provided that the Grantee will have given the Grantor at least ten (10) days written notice of its intention to do so, and provided that the Grantor will have failed to correct said default or breach within said ten (10) day period (except in an emergency situation such shorter notice as is reasonable in light of the circumstances may be given). Further, in the event Grantor fails to pay any lien or encumbrance

affecting the Property, or the rights granted to Grantee hereunder, including any past due real estate taxes, interest, fees, and/or penalties thereto, and if Grantor fails to make such payment within ten (10) days of Grantee's written request to Grantors to pay said sums, Grantee shall have the right, but not the obligation, to pay such amounts or any portion thereof. The expense of such cure(s) will be payable by the Grantor upon demand by the Grantee, and, if not paid within five (5) days of the Grantee's mailing said demand for payment, will bear interest until paid at a rate that is equal to two percent above the Wall Street Journal, prime rate published in the "Money Rates" table for corporate loans by selected U.S. banks ("**Prime Rate**") at the time of the payment demand or on the immediately following date of publication if the date of payment demand falls on a date the Wall Street Journal is not published. If, at any time during the term of this Agreement, the Wall Street Journal discontinues the publication of the Prime Rate, then, in such event, the defaulting party will have the right to select a reasonably comparable standard that is a nationally recognized prime rate of interest then available, that is established by a major regional or national bank, and that would provide substantially the same result, which alternate rate will be substituted for the Prime Rate in each place called for in this Agreement.

11. Subordination. Any ground lease, mortgage or deed of trust affecting any portion of the Grantor Parcel will, at all times, be subject and subordinate to the terms of this Agreement; and any party foreclosing any such mortgage or deed of trust, or that acquires title by deed in lieu of foreclosure or in lieu of trustee's sale will acquire title subject to all of the terms and provisions of this Agreement. Grantor represents and warrants to Grantee that there is no presently existing mortgage or deed of trust lien on the Grantor Parcel, other than a mortgage or deed of trust lien that is expressly subordinate to the rights granted under this Agreement to Grantee or its successor and assigns.

12. No Cancellation. These are perpetual and permanent Easements, and no breach of this Agreement by Grantee will entitle Grantor to rescind, cancel or otherwise terminate this Agreement. However, this limitation will not affect in any manner any other rights or remedies that Grantor, its successors and/or assigns, may have by reason of any breach by Grantee of this Agreement.

13. No Dedication. Except as otherwise provided above, the grant of easements herein do not constitute a declaration for public use; the easements created herein are private and are not for the use by the general public and is exclusively solely to Grantee.

14. Binding Effect. This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Grantee and their successors and assigns. It is the intent of Grantor and Grantee that the easements granted in **Section 2** of this Agreement shall be a burden upon the title to the Grantor Parcel.

15. Notices. Any notice, demand, request, consent, approval or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective if given or made or communication by hand delivery, receipt acknowledged or by registered or certified mail, postage prepaid, return receipt requested as follows:

As to the Grantor:

Wallace D. Magee, P.C.
1766 Lawrenceville Hwy.
Decatur, Georgia 30033
Attn: Wallace D. Magee, Esq., President

As to the Grantee:

Maximum Media, LLC
230 Peachtree St., N.W., Ste. 1890
Atlanta, Georgia 30303
Attn: Christopher von Gal, Manager, and

or to such other address or addresses as Grantor and/or Grantee may from time to time or at any time designate by notice to the other party delivered as provided herein.

16. Estoppel Certificates. Grantor shall, from time to time (but not more frequently than once in a any four (4) month period), upon not less than thirty (30) notice from Grantee, execute and deliver a certificate in recordable form ,upon which any prospective transferee or assignee of Grantee may rely, stating that: (a) this Agreement is unmodified and in full force and effect, or if modified, that it is in full force and effect as modified, and stating the modifications; and (b) whether or not, to the best of its knowledge, there is a default in any respect hereunder, and, if in default, specifying such default.

17. Governing Law. The laws of the State of Georgia shall govern this Agreement and all rights and obligations established hereby.

18. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be enforceable by Grantee and its successors and assigns and rights established hereunder and the easements and rights shall be freely assignable by Grantee to any Person at any time and from time to time without the consent or approval of Grantor.

19. No Waiver. No delay or omission of either party hereto to exercise any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants, conditions, terms or provisions hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach thereof or of any other covenant, condition, term or provision contained herein.

20. Modifications. This Agreement may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. Time. Time is of the essence of this Agreement and any provisions thereof.

23. No Forfeiture. Notwithstanding any other term or condition contained herein to the contrary, no breach or alleged breach of any provision of this Agreement shall under any circumstance cause a forfeiture, impairment, divestiture, diminution, or reversion of title to, or any interest in the easements granted herein.

24. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed under seal as of the day and year first above written.

GRANTOR:

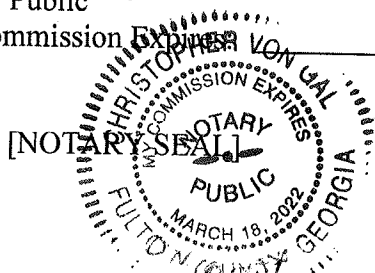
Signed, sealed and delivered
in the presence of:

WILLACE D. MAGEE, P.C.,
a Georgia professional corporation

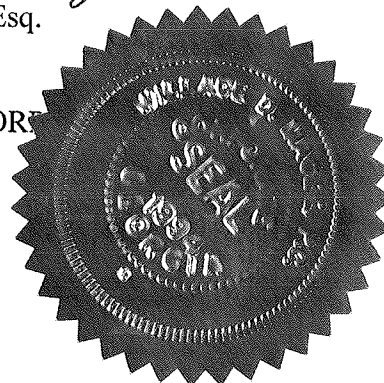
Ronald F. Causey Jr
Unofficial Witness

By: Willace D. Magee
Willace D. Magee, Esq.
Its: President

Christopher von Hel
Notary Public
My Commission Expires

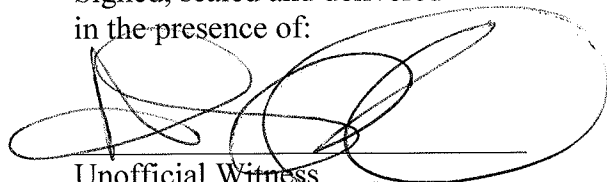


[COR]



**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]**

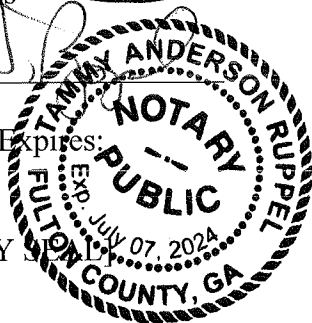
Signed, sealed and delivered
in the presence of:



Unofficial Witness

Notary Public

My Commission Expires:



[NOTARY SEAL]

GRANTEE:

MAXIMUM MEDIA, LLC
a Georgia limited liability company

By: Christopher von Gal (SEAL)

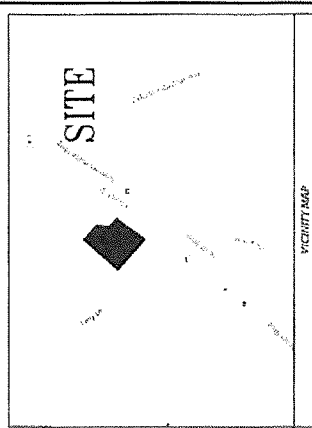
Christopher von Gal

Its: Manager

Exhibit "A-1"Legal Description of Grantor Parcel

All that tract or parcel of improved real estate lying and being in Land Lot 62 of the 18th District of DeKalb County, Georgia, and being more particularly described and depicted by that certain plat of survey dated January 3, 1995 prepared for Wallace D. Magee by GA Land surveying Co., Inc., filed on March 13, 1995 at 8:30 a.m. and recorded in Plat Book 98, pages 110 and 111, real estate records of DeKalb County, Georgia, bearing the signature and seal of Phillip C. Flynn, Jr., Georgia registered land surveyor, which plat of survey is incorporated into this description and made a part hereof by this reference, and being the same property depicted by the ALTA plat of survey by McKim & Creed attached hereto as Exhibit "A-2."

Exhibit "A-2" – 1766 Lawrenceville Highway, Decatur, Georgia 30033 - ALTA Plat Depicting Grantor Parcel

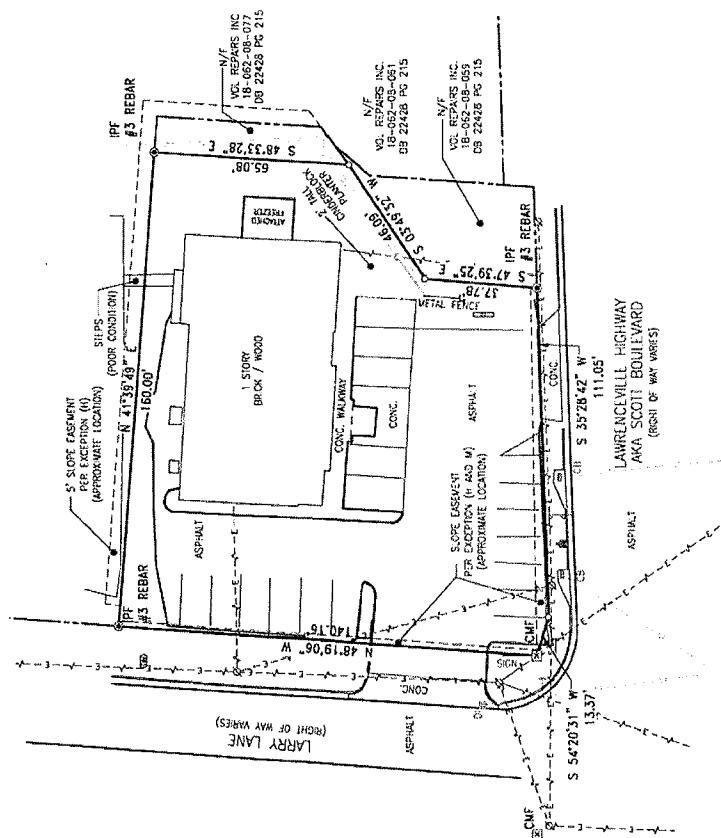


PARCEL AREA
0.457 ACRES
(19,908 SQ. FT.)

TAX PARCEL No. 18-062-08-050
PROPERTY ADDRESS:
1755 LAWRENCEVILLE HIGHWAY
DECATUR, GEORGIA

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 62 OF THE 16TH DISTRICT OF DENALIA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS

[illegible]

THIS SURVEY HAS BEEN PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

ALTAIR TANKS LAND TITLE SURVEY - EXHIBIT A-2 FOR:

ACTION OUTDOOR ADVERTISING JV, LLC, HARTRAMP HOLDINGS, LLC, MCCURDY HOLDINGS, LLC, VMG HOLDINGS, LLC, WILLACE D MAGEE, P.C. STEWART TITLE GUARANTY COMPANY AND CALLOWAY TITLE & ESCROW, LLC

1962 OCT 10
 1962 OCT 10
 1962 OCT 10

MCKIM & CREED
4536 Nelson Broagdon Boulevard
Building E, Suite 2
Sugar Hill, Georgia 30518
Phone: (770)962-4125
www.mckimcreed.com

100-101200
ROBERT H. PATEL, GEORGIA RLS NO. 5337
12-11-2020
DATE

SUPPLY'S CERTIFICATION

10. ACTION OUTDOOR ADVERTISING JV, LLC, HARTSHORN HOLDINGS, LLC, MCCURDY HOLDINGS, LLC, VAG HOLDINGS, LLC, MAXIMUM MEDIA, LLC, RELAGE & WACE, P.C., STEWART TITLE GUARANTY COMPANY AND CALLOHAN TITLE & ESCROW, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2015 MINIMUM STANDARD DATA REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 13, 14, & 16 OF SAILT A THEREOF. THE FIELD WORK WAS COMPLETED ON 12/07/2020.

GENERAL NOTES

THE FIELD DATA FROM WHICH THIS PAPER IS BASED HAS A CLOSURE PERIOD OF ONE FOOT IN 214.87 METERS AND AN ANGULAR ERROR OF 0.1 SECONDS PER ARC MINUTE, AND WAS OBTAINED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN IS A SONY ELECTRONIC TOTAL STATION.

THE DATA WERE PROCESSED USING THE SURVEYING SOFTWARE SYSTEM WAS USED IN THE COLLECTION OF TOPODATA/PLANNING DATA FOR THIS SURVEY. RAINFALL POSITIONAL TOLERANCE FOR TOPODATA/PLANNING FEATURES IS 0.10'. RELATIVE POSITIONAL TOLERANCE WAS CALCULATED AT BASE CONSTRUCTION LEVEL BASED ON 2-D SPATIAL STATISTICAL VALUE OF RESTORATION PERMITS. THE BASIS OF EXAMING THIS DATA IS THE GEOREFERENCED DATA.

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FIELD DATE	DECEMBER 01
PLAT DATE	DECEMBER 01
FILE	070810055MAIN
JOB #	000
DRAWN	
CHECKED	

1

SHEET

1

NOTES
SCALE 1" = 30'

Exhibit "B-1"Billboard Easement Area

All that tract or parcel of improved real estate lying and being in Land Lot 62 of the 18th District of DeKalb County, Georgia, and being more particularly described

To find the TRUE POINT OF BEGINNING, begin at a point marked by a concrete monument found at the mitered point of intersection of the northwestern right-of-way line of Lawrenceville Highway (aka Scott Blvd.), a variable right-of-way at that point) and the northeastern right-of-way line of Larry Lane (a 60 foot right-of-way).

Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway, North 54 degrees 20 minutes 31 seconds East a distance of 13.31 feet to a point;

Run thence, continuing along the aforesaid northwestern right-of-way line of Lawrenceville Highway, North 35 degrees 28 minutes 42 seconds East a distance of 111.05 feet to a point, and the TRUE POINT OF BEGINNING.

From said TRUE POINT OF BEGINNING, departing from the northwestern right-of-way line of Lawrenceville Highway, run thence North 59 degrees 19 minutes 29 seconds West a distance of 37.63 feet to a point;

Run thence North 35 degrees 28 minutes 21 seconds East a distance of 22.67 feet to a point;

Run thence South 47 degrees 39 minutes 18 seconds East a distance of 37.77 feet to a point;

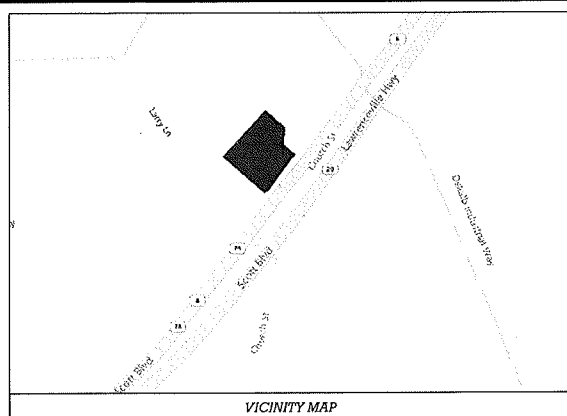
Run thence South 47 degrees 39 minutes 18 seconds East a distance of 37.77 feet to a point located on the aforesaid northwestern right-of-way line of Lawrenceville Highway;

Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway, South 35 degrees 28 minutes 20 seconds West a distance of 15.00 feet to a point, and the TRUE POINT OF BEGINNING;

being a tract of 0.016 acres (706 sq. ft.), as more particularly described and depicted as "Billboard Easement Area" by the plat of survey dated December 8, 2020 found on the following page of this Exhibit "B-1," prepared for Action Outdoor Advertising JV, LLC, Hartrampf Holdings, LLC, McCurdy Holdings, LLC, VMG Holdings, LLC, Maximum Media, LLC, Wallace D. MaGee, LLC, Stewart Title Guaranty Company and Calloway Title & Escrow, LLC by McKim & Creed (Job No. 070810005), and bearing the signature and seal of Robert H. Patten, Registered Georgia land surveyor, Seal No. 3337, which plat is incorporated herein and made a part hereof by this reference.

LEGEND:

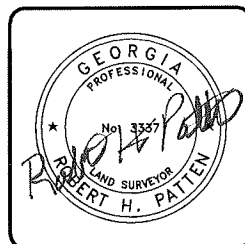
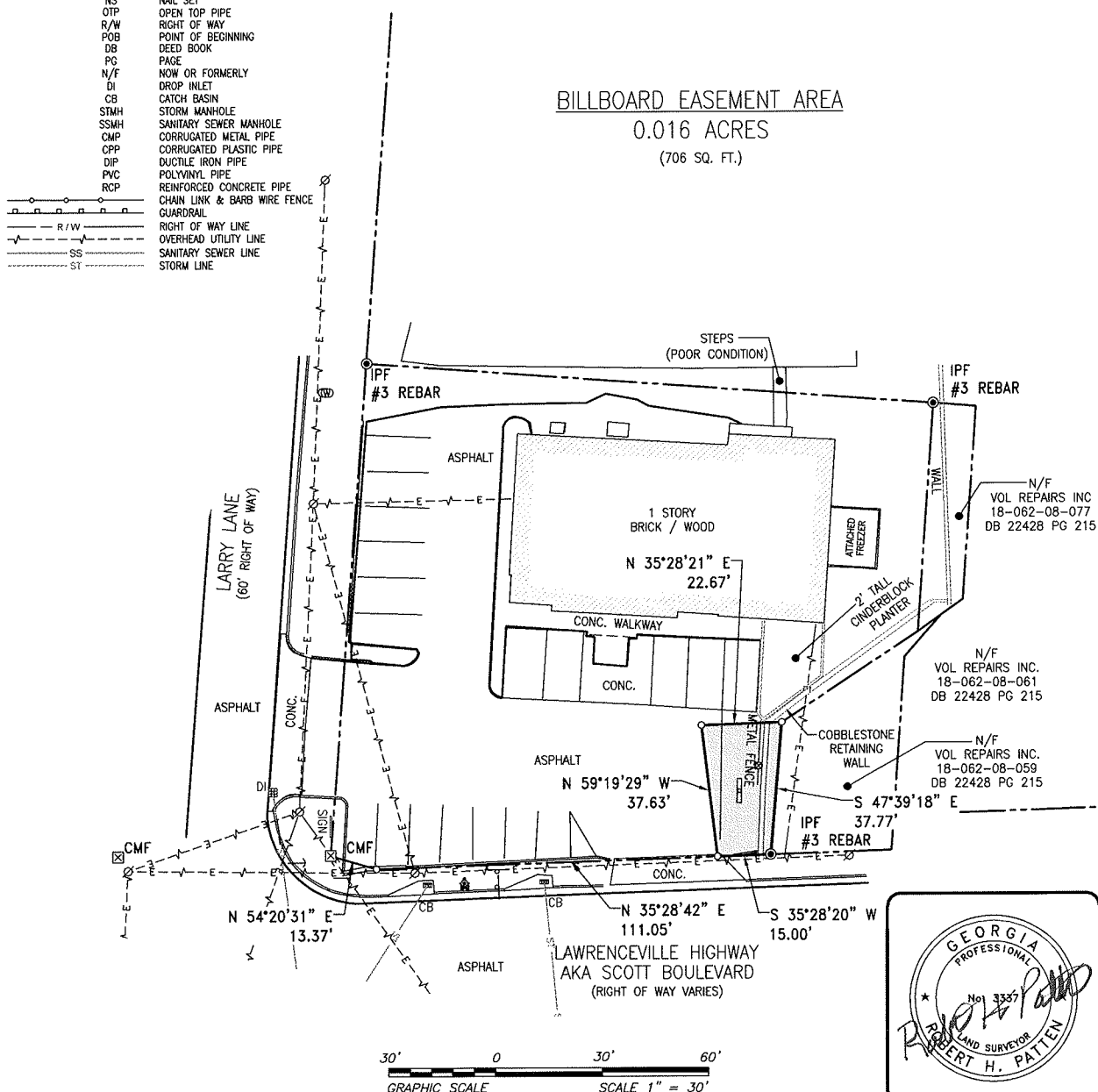
	ELECTRIC BOX
	ELECTRIC METER
	CURB INLET
	DROP INLET
	HANDICAP SPACE
	DOUBLE WING CATCH BASIN
	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	SANITARY SEWER MANHOLE
	STORM MANHOLE
	CLEANOUT
	GAS VALVE
	LIGHT POLE
	BOLLARD
	UTILITY POLE
	SIGN
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL HANDHOLE
	TELEPHONE BOX
	TELEPHONE PEDESTAL
	FIRE HYDRANT
	GUY WIRE
	TELEPHONE PEDESTAL
	WATER VALVE MARKER
	IRRIGATION CONTROL VALVE
	WATER METER
	WATER VAULT
	WATER VALVE
	CONC. MONUMENT FOUND
	IRON PIN FOUND
	NAIL FOUND
	IRON PIN SET
	NAIL SET
	OPEN TOP PIPE
	RIGHT OF WAY
	POINT OF BEGINNING
	DEED BOOK
	PAGE
	NOW OR FORMERLY
	DROP INLET
	CATCH BASIN
	STORM MANHOLE
	SANITARY SEWER MANHOLE
	CORRUGATED METAL PIPE
	CORRUGATED PLASTIC PIPE
	DUCTILE IRON PIPE
	POLYVINYL PIPE
	REINFORCED CONCRETE PIPE
	CHAIN LINK & BARB WIRE FENCE
	GUARDRAIL
	RIGHT OF WAY LINE
	OVERHEAD UTILITY LINE
	SANITARY SEWER LINE
	STORM LINE



BILLBOARD EASEMENT AREA

0.016 ACRES

(706 SQ. FT.)



4536 Nelson Brogdon Boulevard
Building E, Suite 2
Sugar Hill, Georgia 30518
Phone: (770)962-4125
www.mckimcreed.com
LSF #000689 PEF #003352

BILLBOARD EASEMENT AREA - EXHIBIT B-1 FOR:
ACTION OUTDOOR ADVERTISING JV, LLC, HARTRAMPF HOLDINGS,
LLC, MCCURDY HOLDINGS, LLC, VMG HOLDINGS, LLC, MAXIMUM
MEDIA, LLC, WILLACE D MAGEE, P.C., STEWART TITLE GUARANTY
COMPANY AND CALLOWAY TITLE & ESCROW, LLC

LAND LOTS 62, 18th DISTRICT,
DEKALB COUNTY, GEORGIA

FIELD DATE: DECEMBER 07, 2020
PLAT DATE: DECEMBER 08, 2020
FILE: 070810005BILLBOARD.DWG
JOB #: 070810005
DRAWN: SMG
CHECKED: RHP

Exhibit "B-2"Overhang Easement Area

All that tract or parcel of improved real estate lying and being in Land Lot 62 of the 18th District of DeKalb County, Georgia, and being more particularly described

To find the TRUE POINT OF BEGINNING, begin at a point marked by a concrete monument found at the mitered point of intersection of the northwestern right-of-way line of Lawrenceville Highway (aka Scott Blvd.), a variable right-of-way at that point) and the northeastern right-of-way line of Larry Lane (a 60 foot right-of-way).

Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway, North 54 degrees 20 minutes 31 seconds East a distance of 13.31 feet to a point;

Run thence, continuing along the aforesaid northwestern right-of-way line of Lawrenceville Highway, North 35 degrees 28 minutes 20 seconds East a distance of 46.05 feet to a point, and the TRUE POINT OF BEGINNING.

From said TRUE POINT OF BEGINNING, departing from the northwestern right-of-way line of Lawrenceville Highway, run thence North 54 degrees 35 minutes 00 seconds West a distance of 72.02 feet to a point;

Run thence North 40 degrees 54 minutes 08 seconds East a distance of 109.32 feet to a point;

Run thence South 03 degrees 49 minutes 32 seconds West a distance of 46.09 feet to a point;

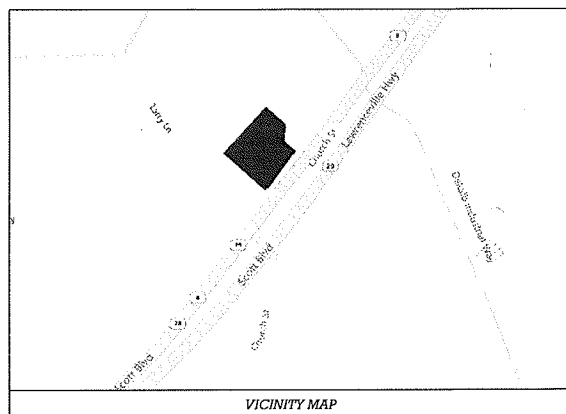
Run thence South 47 degrees 39 minutes 10 seconds East a distance of 37.77 feet to a point located on the aforesaid northwestern right-of-way line of Lawrenceville Highway;

Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway, South 35 degrees 28 minutes 20 seconds West a distance of 65.00 feet to a point, and the TRUE POINT OF BEGINNING;

being a tract of 0.120 acres (5242 sq. ft.), as more particularly described and depicted as "Overhang Easement Area" by the plat of survey dated December 8, 2020 found on the following page of this Exhibit "B-2," prepared for Action Outdoor Advertising JV, LLC, Hartrampf Holdings, LLC, McCurdy Holdings, LLC, VMG Holdings, LLC, Maximum Media, LLC, Wallace D. MaGee, LLC, Stewart Title Guaranty Company and Calloway Title & Escrow, LLC by McKim & Creed (Job No. 070810005), and bearing the signature and seal of Robert H. Patten, Registered Georgia land surveyor, Seal No. 3337, which plat is incorporated herein and made a part hereof by this reference.

LEGEND:

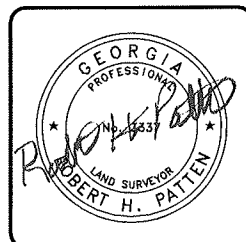
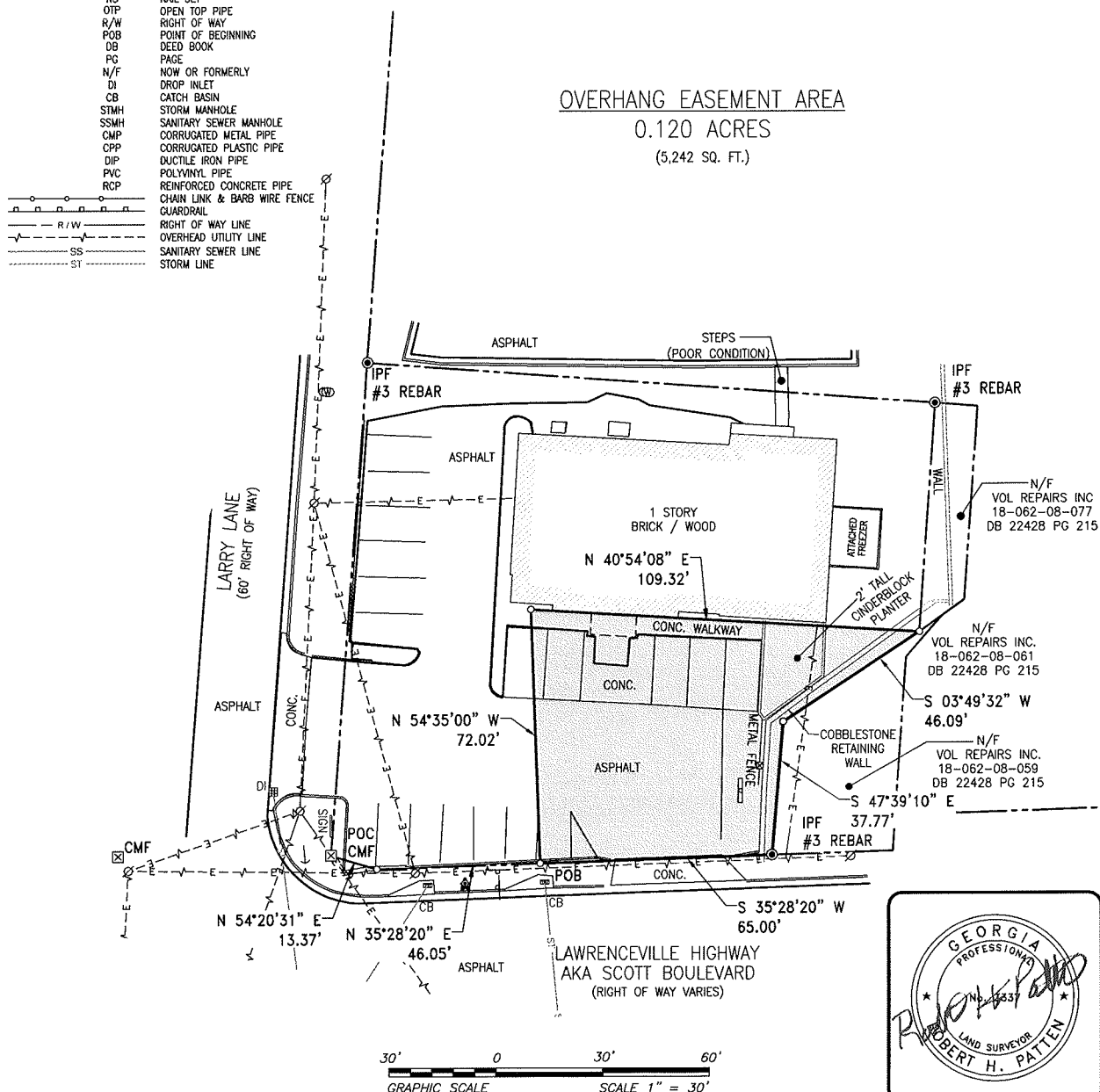
	ELECTRIC BOX
	ELECTRIC METER
	CURB INLET
	DROP INLET
	HANDICAP SPACE
	DOUBLE WING CATCH BASIN
	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	SANITARY SEWER MANHOLE
	STORM MANHOLE
	CLEANOUT
	GAS VALVE
	LIGHT POLE
	BOLARD
	UTILITY POLE
	SIGN
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL HANDHOLE
	TELEPHONE BOX
	TELEPHONE PEDESTAL
	FIRE HYDRANT
	GUY WIRE
	TELEPHONE PEDESTAL
	WATER VALVE MARKER
	IRRIGATION CONTROL VALVE
	WATER METER
	WATER VAULT
	WATER VALVE
	CONC. MONUMENT FOUND
	IRON PIN FOUND
	NAIL FOUND
	IRON PIN SET
	NAIL SET
	OPEN TOP PIPE
	RIGHT OF WAY
	POINT OF BEGINNING
	DEED BOOK
	PAGE
	NOW OR FORMERLY
	DROP INLET
	CATCH BASIN
	STORM MANHOLE
	SANITARY SEWER MANHOLE
	CORRUGATED METAL PIPE
	CORRUGATED PLASTIC PIPE
	DUCTILE IRON PIPE
	POLYVINYL PIPE
	REINFORCED CONCRETE PIPE
	CHAIN LINK & BARB WIRE FENCE
	GUARDRAIL
	RIGHT OF WAY LINE
	OVERHEAD UTILITY LINE
	SANITARY SEWER LINE
	STORM LINE



OVERHANG EASEMENT AREA

0.120 ACRES

(5,242 SQ. FT.)



MCKIM & CREED
 4536 Nelson Brogdon Boulevard
 Building E, Suite 2
 Sugar Hill, Georgia 30518
 Phone: (770)962-4125
 www.mckimcreed.com
 LSF #000689 PEF #003352

OVERHANG EASEMENT AREA - EXHIBIT B-2 FOR:
 ACTION OUTDOOR ADVERTISING JV, LLC, HARTRAMPF HOLDINGS,
 LLC, MCCURDY HOLDINGS, LLC, VMG HOLDINGS, LLC, MAXIMUM
 MEDIA, LLC, WILLACE D MAGEE, P.C., STEWART TITLE GUARANTY
 COMPANY AND CALLOWAY TITLE & ESCROW, LLC

LAND LOTS 62, 18th DISTRICT,
 DEKALB COUNTY, GEORGIA

FIELD DATE: DECEMBER 07, 2020
 PLAT DATE: DECEMBER 08, 2020
 FILE: 070810005OVERHANG.DWG
 JOB #: 070810005
 DRAWN: SMG
 CHECKED: RHP

Exhibit "C"Access Easement Area

All that tract or parcel of improved real estate lying and being in Land Lot 62 of the 18th District of DeKalb County, Georgia, and being more particularly described

Begin at a point (the "POINT OF BEGINNING") marked by a concrete monument found at the mitered intersection of the northwestern right-of-way line of Lawrenceville Highway (aka Scott Blvd.), a variable right-of-way at that point) and the northeastern right-of-way line of Larry Lane (a 60 foot right-of-way).

Run thence, following the aforesaid northeastern right-of-way line of Larry Lane, North 48 degrees 19 minutes 06 seconds West a distance of 55.51 feet to a point;

Run thence, departing from the aforesaid northeastern right-of-way line of Larry Lane, North 50 degrees 52 minutes 13 seconds East a distance of 45.55 feet to a point,

Run thence North 40 degrees 53 minutes 34 seconds East a distance of 71.55 feet to a point

Run thence North 59 degrees 31 minutes 09 seconds East a distance of 7.74 feet to a point

Run thence South 47 degrees 39 minutes 18 seconds East a distance of 37.77 feet to a point located on the aforesaid northwestern right-of-way line of Lawrenceville Highway;

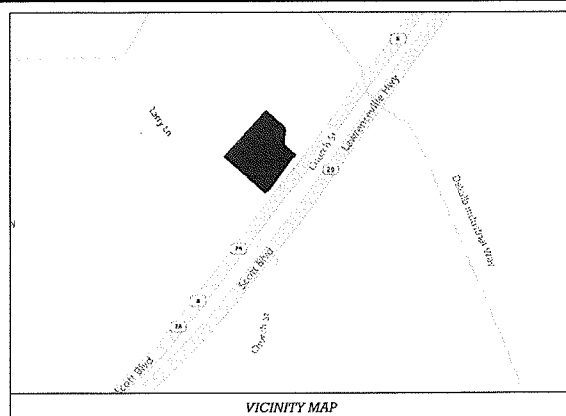
Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway, South 35 degrees 28 minutes 20 seconds West a distance of 111.05 feet to a point,

Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway along its mitered intersection with the aforesaid northeastern right-of-way line Larry Lane, South 54 degrees 20 minutes 31 seconds West a distance of 13.37 feet to a point marked by a concrete monument and the POINT OF BEGINNING;

being a tract of 0.134 acres (5840 sq. ft.), as more particularly described and depicted as "Access Easement Area" by the plat of survey dated December 8, 2020 found on the following page of this Exhibit "B-2," prepared for Action Outdoor Advertising JV, LLC, Hartrampf Holdings, LLC, McCurdy Holdings, LLC, VMG Holdings, LLC, Maximum Media, LLC, Wallace D. MaGee, LLC, Stewart Title Guaranty Company and Calloway Title & Escrow, LLC by McKim & Creed (Job No. 070810005), and bearing the signature and seal of Robert H. Patten, Registered Georgia land surveyor, Seal No. 3337, which plat is incorporated herein and made a part hereof by this reference.

LEGEND:

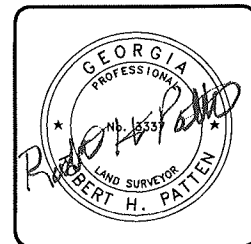
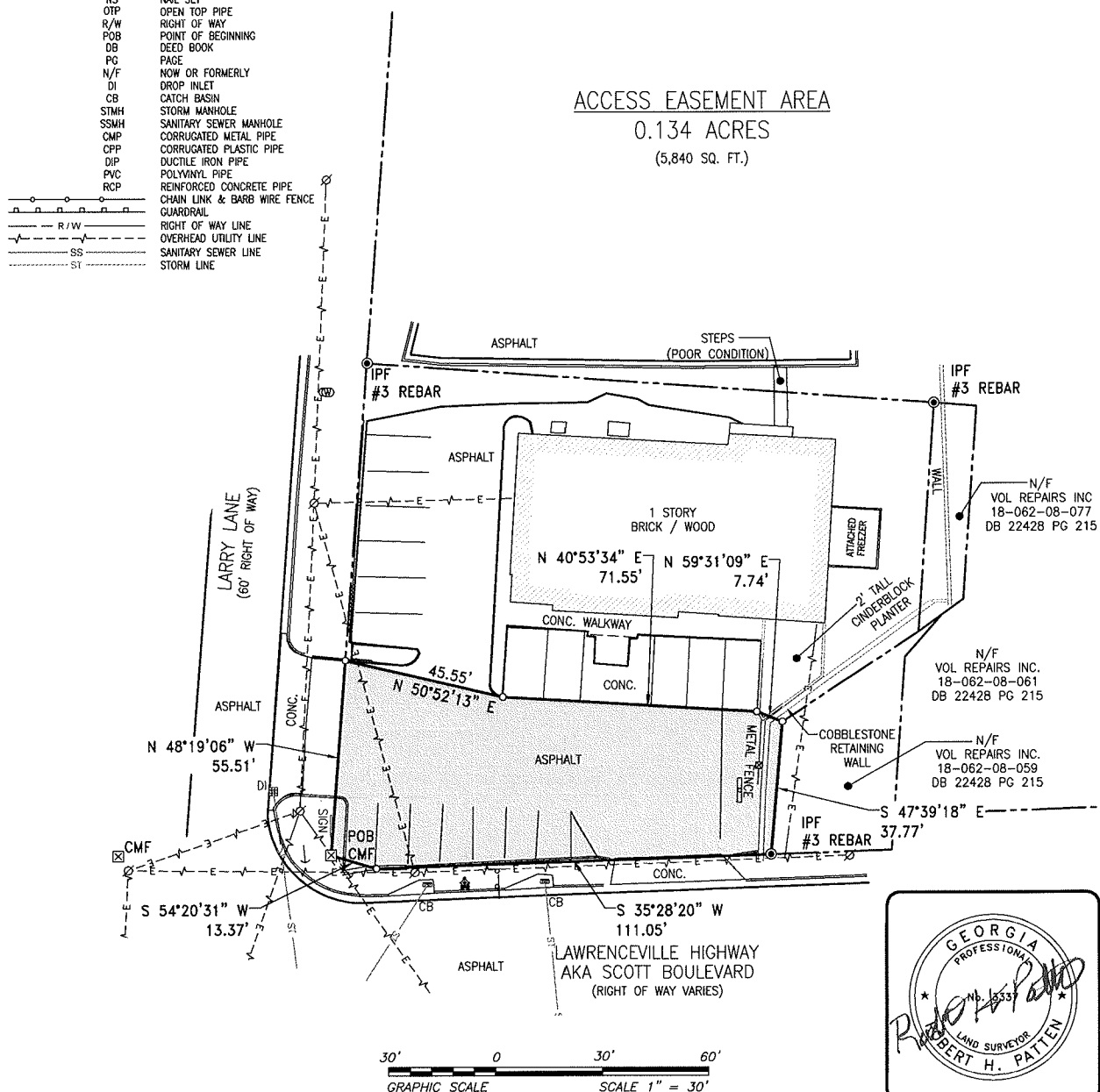
	ELECTRIC BOX
	ELECTRIC METER
	CURB INLET
	DROP INLET
	HANDICAP SPACE
	DOUBLE WING CATCH BASIN
	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	SANITARY SEWER MANHOLE
	STORM MANHOLE
	CLEANOUT
	GAS VALVE
	LIGHT POLE
	BOLARD
	UTILITY POLE
	SIGN
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL HANDHOLE
	TELEPHONE BOX
	TELEPHONE PEDESTAL
	FIRE HYDRANT
	GUY WIRE
	TELEPHONE PEDESTAL
	WATER VALVE MARKER
	IRRIGATION CONTROL VALVE
	WATER METER
	WATER VAULT
	WATER VALVE
	CONC. MONUMENT FOUND
	IRON PIN FOUND
	NAIL FOUND
	IRON PIN SET
	NAIL SET
	OPEN TOP PIPE
	RIGHT OF WAY
	POINT OF BEGINNING
	DEED BOOK
	PAGE
	NOW OR FORMERLY
	DROP INLET
	CATCH BASIN
	STORM MANHOLE
	SANITARY SEWER MANHOLE
	CORRUGATED METAL PIPE
	CORRUGATED PLASTIC PIPE
	DUCTILE IRON PIPE
	POLYVINYL PIPE
	REINFORCED CONCRETE PIPE
	CHAIN LINK & BARB WIRE FENCE
	GUARDRAIL
	RIGHT OF WAY LINE
	OVERHEAD UTILITY LINE
	SANITARY SEWER LINE
	STORM LINE



ACCESS EASEMENT AREA

0.134 ACRES

(5,840 SQ. FT.)



MCKIM & CREED
 4536 Nelson Brogdon Boulevard
 Building E, Suite 2
 Sugar Hill, Georgia 30518
 Phone: (770) 962-4125
 www.mckimcreed.com
 LSF #000689 PEF #003352

ACCESS EASEMENT AREA - EXHIBIT C FOR:
 ACTION OUTDOOR ADVERTISING JV, LLC, HARTRAMPF HOLDINGS,
 LLC, MCCURDY HOLDINGS, LLC, VMG HOLDINGS, LLC, MAXIMUM
 MEDIA, LLC, WILLACE D MAGEE, P.C., STEWART TITLE GUARANTY
 COMPANY AND CALLOWAY TITLE & ESCROW, LLC

LAND LOTS 62, 18th DISTRICT,
 DEKALB COUNTY, GEORGIA

FIELD DATE: DECEMBER 07, 2020
 PLAT DATE: DECEMBER 08, 2020
 FOR: 0005 ACCESS EASEMENT.DWG
 JOB #: 070810005
 DRAWN: SMG
 CHECKED: RHP

Exhibit "D"Maintenance Easement Area

All that tract or parcel of improved real estate lying and being in Land Lot 62 of the 18th District of DeKalb County, Georgia, and being more particularly described

To find the TRUE POINT OF BEGINNING, begin at a point marked by a concrete monument found at the mitered point of intersection of the northwestern right-of-way line of Lawrenceville Highway (aka Scott Blvd.), a variable right-of-way at that point) and the northeastern right-of-way line of Larry Lane (a 60 foot right-of-way).

Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway, North 54 degrees 20 minutes 31 seconds East a distance of 4.13 feet to a point and the TRUE POINT OF BEGINNING.

From said TRUE POINT OF BEGINNING, departing from the northwestern right-of-way line of Lawrenceville Highway, run thence North 49 degrees 47 minutes 51 seconds West a distance of 16.18 feet to a point;

Run thence North 38 degrees 40 minutes 04 seconds East a distance of 38.89 feet to a point;

Run thence North 49 degrees 18 minutes 10 seconds West a distance of 32.61 feet to a point;

Run thence North 42 degrees 36 minutes 57 seconds East a distance of 44.77 feet to a point;

Run thence North 49 degrees 19 minutes 33 seconds West a distance of 19.35 feet to a point;

Run thence North 40 degrees 16 minutes 23 seconds East a distance of 29.90 feet to a point;

Run thence South 49 degrees 10 minutes 10 seconds East a distance of 5.87 feet to a point;

Run thence North 35 degrees 37 minutes 56 seconds East a distance of 33.63 feet to a point;

Run thence South 03 degrees 49 minutes 32 seconds West a distance of 32.76 feet to a point;

Run thence South 47 degrees 39 minutes 10 seconds East a distance of 37.77 feet to a point located on the aforesaid northwestern right-of-way line of Lawrenceville Highway;

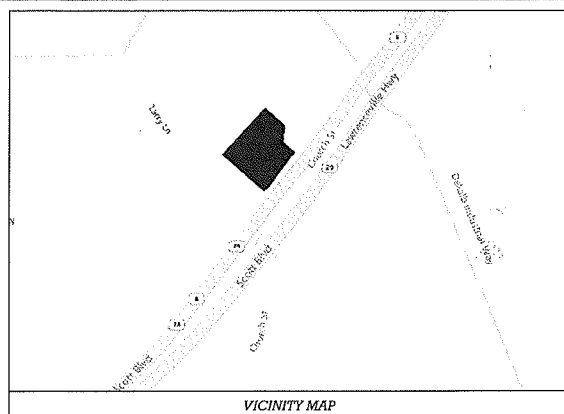
Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway, South 35 degrees 28 minutes 20 seconds West a distance of 111.05 feet to a point;

Run thence, continuing to follow the aforesaid northwestern right-of-way line of Lawrenceville Highway, along its mitered intersection with the aforesaid northeastern right-of-way line Larry Lane, South 54 degrees 20 minutes 31 seconds West a distance of 9.24 feet to a point and the TRUE POINT OF BEGINNING;

being a tract of 0.121 acres (5249 sq. ft.), as more particularly described and depicted as "Maintenance Easement Area" by the plat of survey dated December 8, 2020 found on the following page of this Exhibit "D," prepared for Action Outdoor Advertising JV, LLC, Hartrampf Holdings, LLC, McCurdy Holdings, LLC, VMG Holdings, LLC, Maximum Media, LLC, Wallace D. MaGee, LLC, Stewart Title Guaranty Company and Calloway Title & Escrow, LLC by McKim & Creed (Job No. 070810005), and bearing the signature and seal of Robert H. Patten, Registered Georgia land surveyor, Seal No. 3337, which plat is incorporated herein and made a part hereof by this reference.

LEGEND:

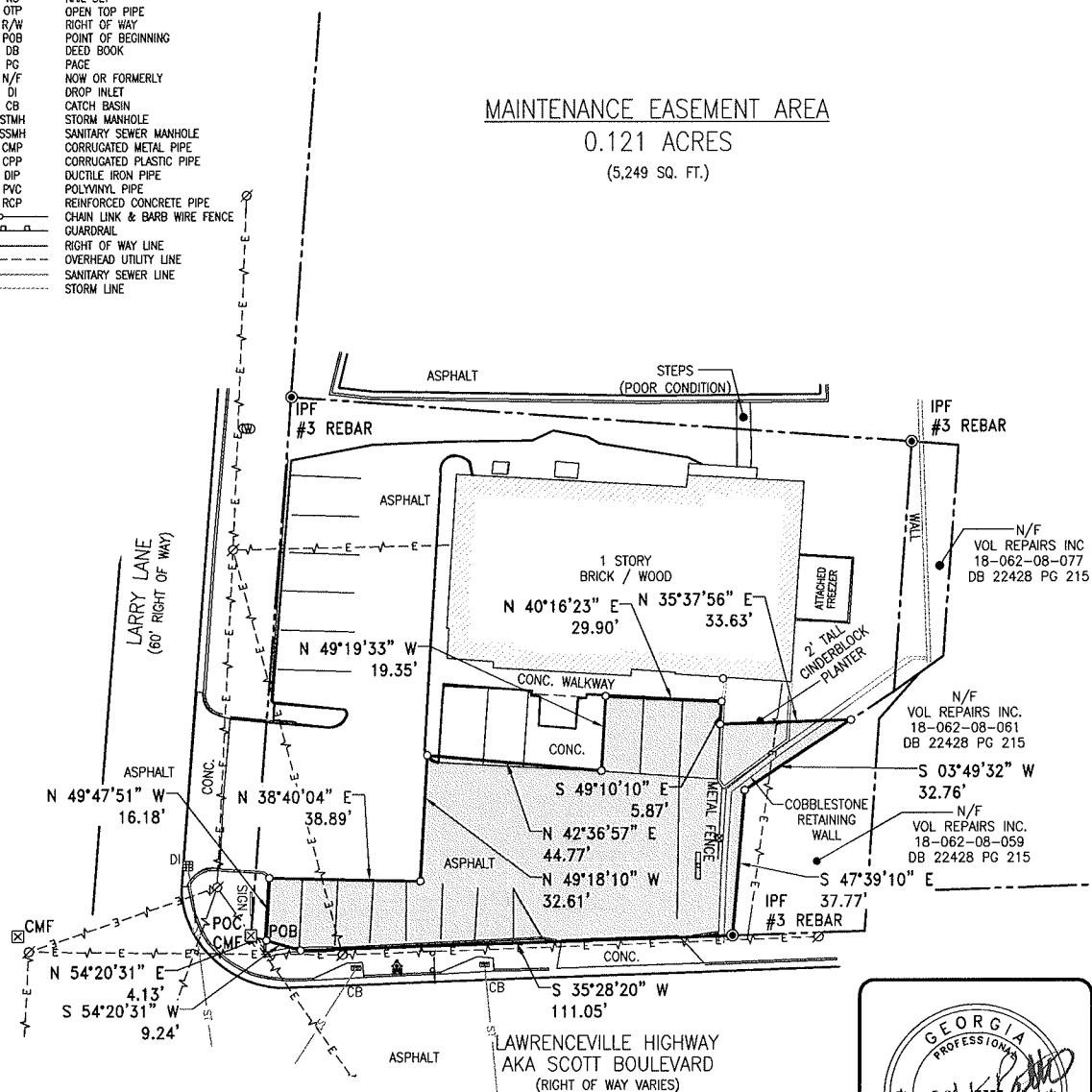
	ELECTRIC BOX
	ELECTRIC METER
	CURB INLET
	DROP INLET
	HANDICAP SPACE
	DOUBLE WING CATCH BASIN
	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	SANITARY SEWER MANHOLE
	STORM MANHOLE
	CLEANOUT
	GAS VALVE
	LIGHT POLE
	BOLARD
	UTILITY POLE
	SIGN
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL HANDHOLE
	TELEPHONE BOX
	TELEPHONE PEDESTAL
	FIRE HYDRANT
	GUY WIRE
	TELEPHONE PEDESTAL
	WATER VALVE MARKER
	IRRIGATION CONTROL VALVE
	WATER METER
	WATER VAULT
	WATER VALVE
	CONC. MONUMENT FOUND
	IPF
	NAIL FOUND
	IPS
	NAIL SET
	OPEN TOP PIPE
	RIGHT OF WAY
	POINT OF BEGINNING
	DEED BOOK
	PAGE
	NOW OR FORMERLY
	DROP INLET
	CATCH BASIN
	STORM MANHOLE
	SANITARY SEWER MANHOLE
	CORRUGATED METAL PIPE
	CORRUGATED PLASTIC PIPE
	DUCTILE IRON PIPE
	POLYVINYL PIPE
	REINFORCED CONCRETE PIPE
	CHAIN LINK & BARB WIRE FENCE
	GUARDRAIL
	RIGHT OF WAY LINE
	OVERHEAD UTILITY LINE
	SANITARY SEWER LINE
	STORM LINE



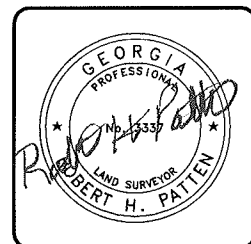
MAINTENANCE EASEMENT AREA

0.121 ACRES

(5,249 SQ. FT.)



30' 0 30' 60'
GRAPHIC SCALE SCALE 1" = 30'



4536 Nelson Brogdon Boulevard
Building E, Suite 2
Sugar Hill, Georgia 30518
Phone: (770)962-4125
www.mckimcreed.com
LSF #000689 PEF #003352

MAINTENANCE EASEMENT AREA - EXHIBIT D FOR:
ACTION OUTDOOR ADVERTISING JV, LLC, HARTRAMPF HOLDINGS,
LLC, MCCURDY HOLDINGS, LLC, VMG HOLDINGS, LLC, MAXIMUM
MEDIA, LLC, WILLACE D MAGEE, P.C., STEWART TITLE GUARANTY
COMPANY AND CALLOWAY TITLE & ESCROW, LLC

LAND LOTS 62, 18th DISTRICT,
DEKALB COUNTY, GEORGIA

FIELD DATE: DECEMBER 07, 2020
PLAT DATE: DECEMBER 08, 2020
FILED 70810005 MAINTENANCE.DWG
JOB #: 070810005
DRAWN: SMG
CHECKED: RHP

Exhibit "E"View Easement Area

All that tract or parcel of improved real estate lying and being in Land Lot 62 of the 18th District of DeKalb County, Georgia, and being more particularly described

Begin at a point (the "POINT OF BEGINNING") marked by a concrete monument found at the mitered intersection of the northwestern right-of-way line of Lawrenceville Highway (aka Scott Blvd.), a variable right-of-way at that point) and the northeastern right-of-way line of Larry Lane (a 60 foot right-of-way).

Run thence following the aforesaid northeastern right-of-way line of Larry Lane, North 48 degrees 19 minutes 06 seconds West a distance of 36.37 feet to a point;

Run thence, departing from the aforesaid northeastern right-of-way line of Larry Lane, North 05 degrees 34 minutes 57 seconds East a distance of 63.26 feet to a point,

Run thence North 41 degrees 51 minutes 34 seconds East a distance of 106.82 feet to a point

Run thence South 03 degrees 49 minutes 32 seconds West a distance of 43.13 feet to a point;

Run thence South 47 degrees 39 minutes 10 seconds East a distance of 37.77 feet to a point located on the aforesaid northwestern right-of-way line of Lawrenceville Highway;

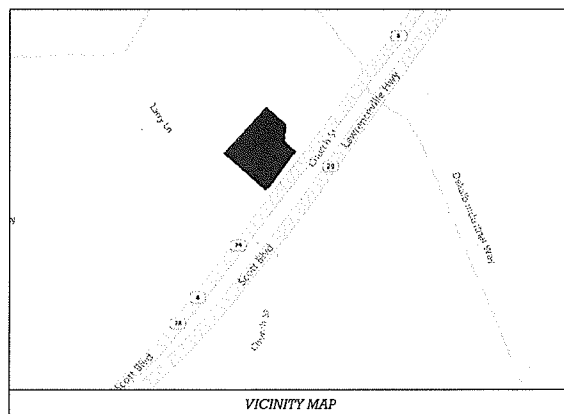
Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway, South 35 degrees 28 minutes 20 seconds West a distance of 111.05 feet to a point,

Run thence, following the aforesaid northwestern right-of-way line of Lawrenceville Highway along its mitered intersection with the aforesaid northeastern right-of-way line Larry Lane, South 54 degrees 20 minutes 31 seconds West a distance of 13.37 feet to a point marked by a concrete monument and the POINT OF BEGINNING;

being a tract of 0.190 acres (8282 sq. ft.), as more particularly described and depicted as "View Easement Area" by the plat of survey dated December 8, 2020 found on the following page of this Exhibit "E," prepared for Action Outdoor Advertising JV, LLC, Hartrampf Holdings, LLC, McCurdy Holdings, LLC, VMG Holdings, LLC, Maximum Media, LLC, Wallace D. MaGee, LLC, Stewart Title Guaranty Company and Calloway Title & Escrow, LLC by McKim & Creed (Job No. 070810005), and bearing the signature and seal of Robert H. Patten, Registered Georgia land surveyor, Seal No. 3337, which plat is incorporated herein and made a part hereof by this reference.

LEGEND:

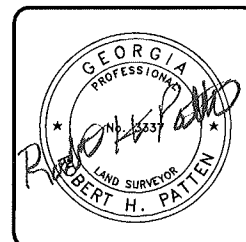
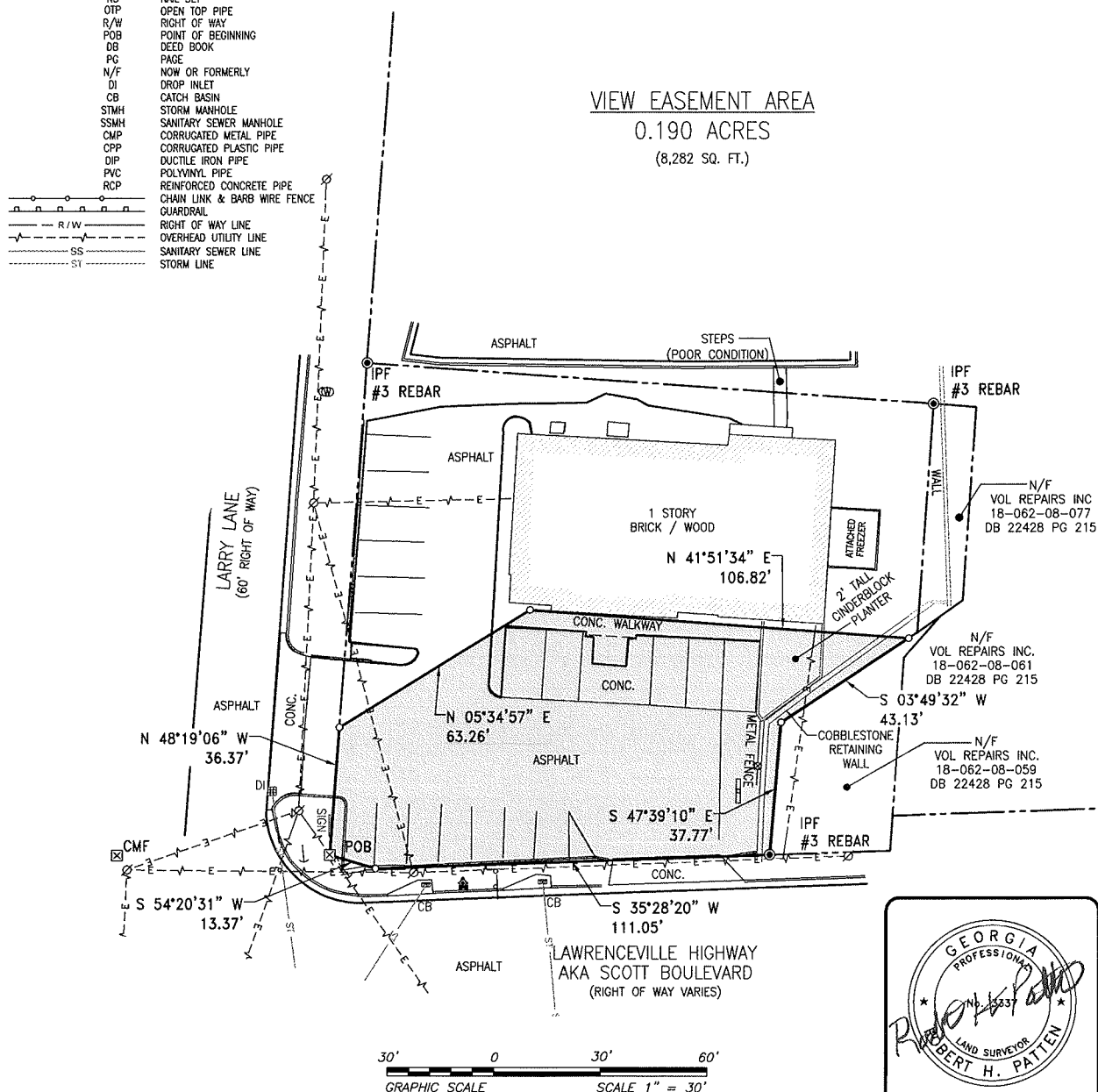
	ELECTRIC BOX
	ELECTRIC METER
	CURB INLET
	DROP INLET
	HANDICAP SPACE
	DOUBLE WING CATCH BASIN
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	SANITARY SEWER MANHOLE
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	SIGN
	TRAFFIC SIGNAL
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	WATER VAULT
	WATER VALVE
	CONC. MONUMENT FOUND
	IRON PIN FOUND
	NAIL FOUND
	IRON PIN SET
	NAIL SET
	OPEN TOP PIPE
	RIGHT OF WAY
	POINT OF BEGINNING
	DEED BOOK
	PAGE
	NOW OR FORMERLY
	DROP INLET
	CATCH BASIN
	STORM MANHOLE
	SANITARY SEWER MANHOLE
	CORRUGATED METAL PIPE
	CORRUGATED PLASTIC PIPE
	DUCTILE IRON PIPE
	POLYVINYL PIPE
	REINFORCED CONCRETE PIPE
	CHAIN LINK & BARB WIRE FENCE
	GUARDRAIL
	RIGHT OF WAY LINE
	OVERHEAD UTILITY LINE
	SANITARY SEWER LINE
	STORM LINE



VIEW EASEMENT AREA

0.190 ACRES

(8,282 SQ. FT.)



MCKIM & CREED
 4536 Nelson Brogdon Boulevard
 Building E, Suite 2
 Sugar Hill, Georgia 30518
 Phone: (770)962-4125
 www.mckimcreed.com
 LSF #000689 PEF #003352

VIEW EASEMENT AREA - EXHIBIT E FOR:
 ACTION OUTDOOR ADVERTISING JV, LLC, HARTRAMPF HOLDINGS,
 LLC, MCCURDY HOLDINGS, LLC, VMG HOLDINGS, LLC, MAXIMUM
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 COMPANY AND CALLOWAY TITLE & ESCROW, LLC

LAND LOTS 62, 18th DISTRICT,
 DEKALB COUNTY, GEORGIA

FIELD DATE: DECEMBER 07, 2020
 PLAT DATE: DECEMBER 08, 2020
 FILE: 070810005VIEW.DWG
 JOB #: 070810005
 DRAWN: SMG
 CHECKED: RHP

Exhibit “F”

Depiction of Frame and Tenant Signage

(Attached)

Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

Action Outdoor Advertising, LLC

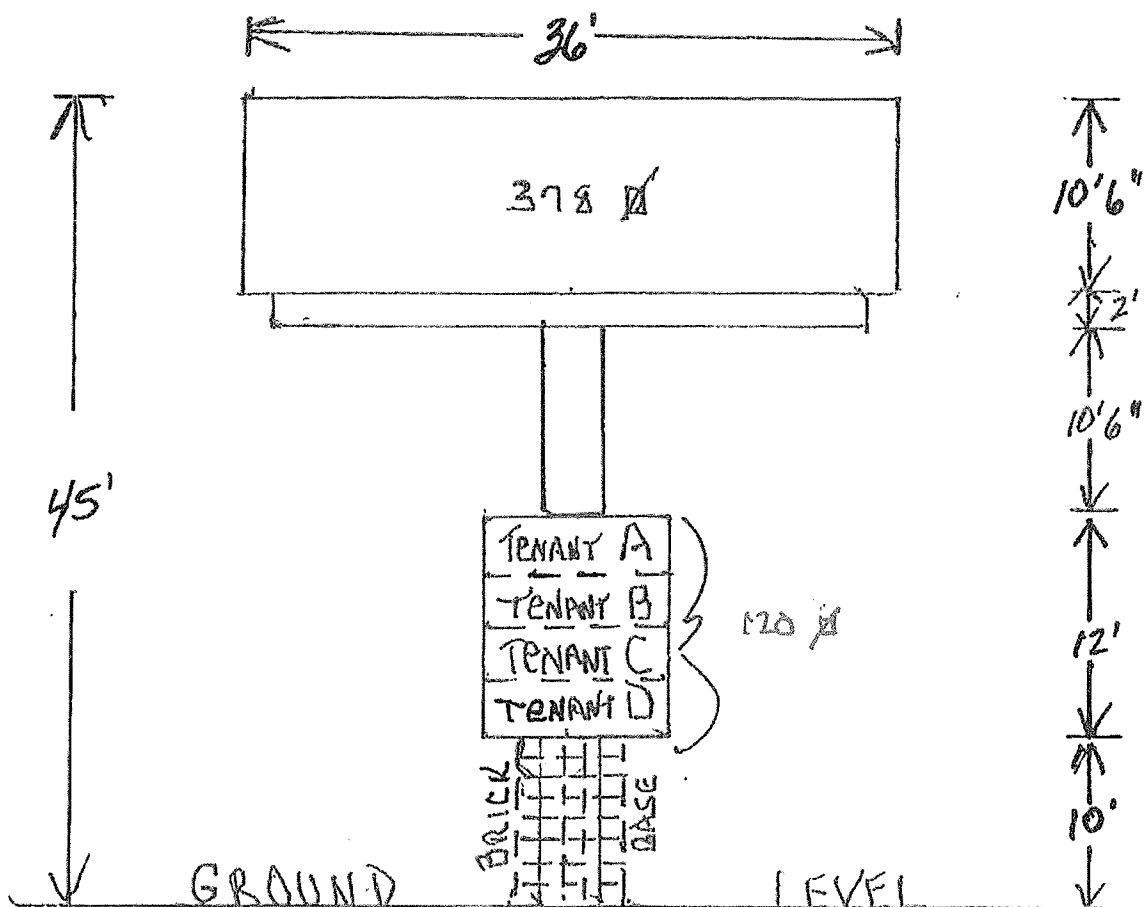
990 Holcomb Bridge Road, Suite 3
Roswell, Georgia 30076

Location #: 1766
LAWRENCEVILLE HWY

Landowner: WILLIAM MAGEE

Description: 10'6" X 36' BILLBOARD
WITH 10' X 12' JO SIGN

Detailed Diagram of Location for Construction & Access



Drawing to include:

1. Distance measured along the R/W
2. Access map
3. Location and approximate distance to electrical service
4. Dimensions for locating pole in relation to R/W, existing improvements, property lines, etc.



1788 Lawrenceville Highway Site Photo



