

Walker County, Ga.

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Bill McDaniel, Clerk

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This Instrument Prepared by:  
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Knoxville, Tennessee 37919

Return to:  
Milligan-Keynolds Guaranty Title Agency, Inc.  
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LaFayette, GA

(8)

111455

**EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND ("ECR")**

THIS AGREEMENT is made as of the 17 day of JANUARY, 2000, between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware business trust, with offices at 702 S.W. Eighth Street, Bentonville, Arkansas 72716 and a mailing address of 2001 S.E. Tenth Street, Bentonville, Arkansas 72712, ("Wal-Mart"), and CP LAFAYETTE, GA, L.P., a Georgia limited partnership with offices at 6312 Kingston Pike, Suite C, Knoxville, Tennessee 37919 ("Developer").

**WITNESSETH:**

WHEREAS, Wal-Mart is the owner of (or has the contractual right to purchase) Tract 1 as shown on the plan attached hereto as Exhibit A hereof, said Tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of Tract 2 and the Outparcel(s) shown on the plan attached hereto as Exhibit A hereof, the same being more particularly described in Exhibit C hereof; and

WHEREAS, Wal-Mart and Developer desire that Tracts 1 and 2 be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center"), and further desire that said Tracts and the Outparcel(s) be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

**1. Building/Common Areas.**

- a. "Building Areas" as used herein shall mean that portion of Tract 1 and those portions of Tract 2 shown on Exhibit A as "Building Area" (and "Future Building Area" and "Future Expansion Area"). Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.
- b. "Common Areas" shall be all of Tracts 1 and 2 except the Building Areas.
- c. Conversion to Common Areas: Those portions of the Building Areas on each Tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 6a(3)), be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

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shall be improved, kept and maintained as provided herein.

- d. "Tract" or "Tracts" shall mean either Tract 1 and/or Tract 2, as the context may require.
- e. Notwithstanding the forgoing, Wal-Mart (for so long as a lease of all or a portion of Tract 1 is in effect) may add additional building areas or change, delete, enlarge, reduce or otherwise modify existing Building Areas, so long as such changes do not impair access to Tract 2 and are done in compliance with applicable laws and ordinances, and further provided that the value of the Shopping Center shall not be materially diminished thereby.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. Except as shown on Exhibit C, no cafeteria, restaurant (within 500' of Wal-Mart's entrance) ~~no theatre~~, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space within the Shopping Center without the prior written consent of Wal-Mart. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on Tract 1. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on Tract 1; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of Tract 1, as owner, no space in or portion of Tract 2, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as a discount department store, other discount stores not in excess of 10,000 square feet or a grocery store. In the event of a breach of this covenant, Wal-Mart shall have the right, in its sole discretion, to terminate any or all of the easements granted to the Owner of Tract 2 (but not the obligations imposed upon the Owner of Tract 2) in this Agreement and to seek any and all remedies afforded by either law or equity. "Grocery store" and "supermarket," as those terms are used herein, shall mean a food store or a food department containing more than 10,000 square feet of gross leasable area for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "other discount store," as those terms are used herein, shall mean a discount department store or discount store containing more than 35,000 square feet of gross leasable area for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, pharmacy, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a

discount in a retail operation similar to that of Wal-Mart as of the commencement date of this agreement.

4. **Buildings.**

- a. **Design and Construction.** The Buildings Areas shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one Tract onto another Tract except as provided for in Subsection d. below. The design and construction shall be of high quality. No building shall exceed thirty-five feet (35') in height above finished grade. No building shall have a metal exterior.
- b. **Location.** Subject to paragraph 1(e), no building shall be constructed on Tracts 1 and 2 (as either immediate development or future expansion) except within the Building Areas and no improvements or alterations which substantially vary from those shown on Exhibit A may be made without the prior written consent of Wal-Mart. Subject to paragraph 1(e), the front wall(s) of the building(s) on Tracts 1 and 2 shall be constructed in the location shown in Exhibit A.
- c. **Fire Protection.** Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.
- d. **Easements.** In the event building wall footings encroach from one Tract onto another, despite efforts to avoid that occurrence, the party onto whose Tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.
- e. **Outparcel(s) Development.** The Outparcel(s) shall be developed only under the following guidelines:
- (1) The building constructed on the Outparcel(s) shall not exceed twenty-two (22) feet in height, as measured from the mean finished elevation of the parking area of the Shopping Center;
  - (2) Any buildings to be constructed on the Outparcel(s) shall not exceed 5,000 square feet in size.
  - (3) Any rooftop equipment shall be screened in a manner satisfactory to the Developer;
  - (4) No rooftop sign shall be erected on the building constructed;
  - (5) No freestanding identification sign may be erected on the Outparcel(s) without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store.

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Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer.

- (6) No improvements shall be constructed, erected, expanded or altered on the Outparcel(s) until the plans for same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer and Wal-Mart. No building or structure of any kind shall be erected on the Outparcel(s) except upon that area designated as a building area on the Site Plan; provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such building area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner or tenant of the Shopping Center.
- (7) In developing and using the Outparcel(s), the owner of the Outparcel(s) shall continuously provide and maintain a parking ratio on such Outparcel(s) equal to one of the following: (i) fifteen (15) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use in excess of five thousand (5,000) square feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than five thousand (5,000) square feet); or (ii) ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than five thousand (5,000) square feet (subject to the exception above); or (iii) six (6.0) spaces per one thousand (1,000) square feet of building space for any other use. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on the Outparcel(s).
- (8) The Outparcel(s) shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.
- (9) Subject to the prior written consent of Developer, any building, structure or improvement on the Outparcel(s) shall be used for retail or commercial purposes only, however, no building, structure or improvement on the Outparcel(s) may be used as a theater, night club, bowling alley, health spa, cafeteria, billiard parlor or other place of recreation or amusement, or as a business serving or selling alcoholic beverages or as a discount department store or a variety, general or "dollar" store. Notwithstanding, restaurants on the Outparcel(s) shall be permitted, and said restaurants may sell alcoholic beverages for on premises consumption as an incidental part of their restaurant business.

(10) The owner(s) of the Outparcel(s) shall maintain comprehensive public liability insurance, property damage and All-Risk hazard insurance on the Outparcel(s) their buildings, appurtenances and other improvements located thereon. Such insurance shall (i) be carried with reputable companies licensed to do business in the state in which the Outparcel(s) are located; (ii) have liability limits of at least \$5,000,000.00 for each occurrence, bodily injury and property damage combined; (iii) provide for full replacement value for the buildings and improvements covered thereunder and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Wal-Mart and the owners of Tract 1 and Tract 2.

5. Common Areas.

a. Grant of Easements. Developer, as its interest may appear, hereby establishes and grants a nonexclusive easement for the benefit of the owner of each Tract, and their agents, customers, invitees, licensees, tenants and employees, over, through and around their respective Tracts for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. In addition to the foregoing, Developer hereby grants for the benefit of those certain Outparcel(s) now owned by Developer and identified on Exhibit C, nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across Tract 1 and Tract 2; provided, however, in no event shall the owner occupant, licensee or invitee of any of the Outparcel(s) be permitted to use Tract 1 or Tract 2 for vehicular parking or for any other purpose other than as described above.

b. Limitations on Use.

(1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on Tracts 1 and 2.

(2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated on Exhibit A as "employee parking areas," if any. The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown on Exhibit A.

(3) General. Any activity within the Common Areas other than its primary purpose of the

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Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. The use by the owner or tenant(s) of Tract 1 of the Common Areas on such Tract 1 for the display, sale and storage of merchandise and for the use of seasonal sales structures is expressly permitted. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

- c. **Utility and Service Easements.** Developer, as its interest may appear, hereby establishes and grants a nonexclusive easement for the benefit of the owner of each Tract or Outparcel, on, across and under the Common Areas and those areas of any Outparcel not used for buildings, to install, use, maintain and repair public utility services and distribution systems (including storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center and the Outparcel(s)), now upon or hereafter installed on, across or under the Common Areas or those areas of any Outparcel not used for buildings, to the extent necessary to service such Tract or Outparcel. Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. The location of any utilities hereafter installed shall be determined by the owner of the Tract (the location of utilities on Tract 1 shall be determined by Wal-Mart as long as it is the owner of Tract 1) or Outparcel upon which such utilities are to be installed. Any such installed utility services may be relocated by the owner of a Tract or Outparcel on such owner's Tract or Outparcel, subject to compliance with applicable laws, at the expense of the owner of that Tract or Outparcel, provided that such relocation shall not interfere with, increase the cost of, or diminish utility services to any other Tract or Outparcel and, further provided, that no utilities shall be relocated on Tract 1 without the prior written consent of Wal-Mart as long as it is the owner of Tract 1.
- d. **Water Flow.** Developer, as its interest may appear, hereby establishes and grants a nonexclusive easement for the benefit of the owner of each Tract or Outparcel to use, maintain and repair any storm water drainage system (the "Storm Drainage System") now or hereafter located on either Tract or any Outparcel, together with the right to discharge surface water runoff across portions of either Tract or any Outparcel in accordance with the design of the Storm Drainage System. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

6. Development, Maintenance, and Taxes.

a. Development.

- (1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.
- (2) "Parking Area" Ratio. Developer, as the owner of Tract 2, agree that at all times there shall be independently maintained on Tract 2 parking area sufficient to accommodate no fewer than five (5) car spaces for each one thousand (1,000) square feet of Building Area on such Tract, or 190 spaces as shown on Exhibit A, whichever is less. Developer, as the owner of Tract 1, and Wal-Mart agree that at all times there shall be independently maintained on Tract 1 parking area sufficient to meet the requirements of applicable governmental ordinances or regulations, subject to such variances as Wal-Mart or Developer, as the owner of Tract 1, may obtain.
- (3) Development Timing. Concurrent with any building being constructed within the Building Areas of either tract by the owner of said tract (the "Developing Party"), the Common Areas of that tract shall be developed in accordance with Exhibit A at the expense of such Developing Party. In the event such construction by the Developing Party shall occur prior to the development of the other tract, the Developing Party shall have the right to grade, pave and use any portion of the Common Areas of the non-developing party's tract for access and for construction of, but not limited to, drainage structures and utility lines as is necessary to provide essential services to the Developing Party's tract. The Developing Party shall present an itemized statement of expenses incurred in the construction of said improvements to and upon the non-developing party's tract, and the non-developing party agrees to reimburse the Developing Party for such costs within thirty (30) days of receipt thereof.
- (4) Service Drive. Developer agrees that if on Exhibit A hereof a service drive is delineated on Tract 2 by crosshatching and is labeled as a "Service Drive," it shall develop the same simultaneously with the development and construction on Tract 1 by Wal-Mart. In the event Developer does not comply with the provisions of the preceding sentence, in addition to any other legal remedies, Wal-Mart shall have the right to cause the Service Drive delineated on Tract 2 to be developed and to be reimbursed by Developer for its costs in doing so within thirty (30) days of receipt of an itemized statement of expenses.

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- (5) Access Easement. Developer has obtained or agrees to obtain an easement for ingress and egress across the adjacent property of Jenkins (the "Jenkins Tract") to U.S. Highway 27 and State Route 1 as shown as "Dedicated Public Road" on Exhibit A attached hereto (the "Access Road") and shall assign rights of ingress and egress over said Access Road to and for the benefit of the owners of Tract 1, Tract 2 and the Outparcels. It is the intention of all parties hereto that the Access Road shall be dedicated to the applicable county and/or municipality. All parties hereto agree that the Access Road may be so dedicated and agree to cooperate in such dedication. Pending such dedication, and in the event such dedication does not take place, the Access Road shall remain available to the owners of Tract 1, Tract 2 and the Outparcels for ingress and egress.

b. Maintenance.

- (1) Standards. Following completion of improvements (including buildings and Common Areas) on any Tract or Outparcel, the owner of such Tract or Outparcel shall maintain such improvements in good condition and repair. The maintenance is to include, without limitation, the following:
- (a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
  - (b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
  - (c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;
  - (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
  - (e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair;
  - (f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; and
  - (g) Maintaining elements of the Storm Drainage System.
- (2) Expenses. The respective owners shall pay the maintenance expense of their Tracts.
- (3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above

outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

- c. **Taxes.** Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the real property and improvements owned by it.
7. **Signs.** No sign shall be located on the Common Areas on Tracts 1 and 2 except signs advertising businesses conducted thereon, of which, there shall be no more than one (1) sign on the Common Areas on Tract 1 and one (1) sign on the Common Areas on Tract 2. No signs shall obstruct the ingress and egress shown on Exhibit A. Developer shall erect two (2) pylon signs as shown on Exhibit A as "Pylon Signs" at approximately the locations designated on Outparcel 1 and the Jenkins Tract (the "Shopping Center Pylon Signs"). Developer, as owner of Outparcel 1, hereby establishes and grants to the owners of Tracts 1 and 2 an easement for the benefit of the owners of each Tract over and upon Outparcel 1 for the purposes of installing, constructing, erecting, using, possessing, maintaining and repairing a Shopping Center Pylon Sign in the approximate location as shown on Exhibit A, in the manner and subject to the provisions set forth herein. Developer has obtained or agrees to obtain an easement for the Shopping Center Pylon Sign on the Jenkins Tract in the area as shown on Exhibit A, and shall convey such easement rights to and for the benefit of the owners of Tract 1 and Tract 2 subject to the provisions set forth herein. In the event appropriate permits cannot be obtained for the proposed sign on the Jenkins Tract, said sign will be located in the northeast corner of Tract 1 near the intersection of the Access Road and the railroad tracks, with the exact location to be subject to the approval of Developer and Wal-Mart. In the event said Shopping Center Pylon Sign is located on Tract 1, Wal-Mart, as owner of Tract 1, hereby establishes and grants to Developer and the owners of Tracts 1 and 2, an easement for the benefit of the owners of each Tract over and upon Tract 1 for the purposes of installing, constructing, erecting, using, possessing, maintaining and repairing a Shopping Center Pylon Sign in the aforementioned location and in the manner and subject to the provisions as set forth herein. The owner of Tract 2 shall maintain and repair (and replace, as necessary) the Shopping Center Pylon Signs and provide electricity to the sign panels. Wal-Mart shall have the right to install its sign panel on the Shopping Center Pylon Signs in the first (1st) position of occupants of the Shopping Center and the occupant(s) of Tract 2 shall have the right to install and maintain sign panels on the Shopping Center Pylon Signs below the panel for Wal-Mart, all

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as shown on Exhibit A-1, subject to the following conditions:

- (a) All panels shall comply with applicable governmental regulations;
- (b) Each party may change or replace its sign panel with a sign panel that fits within the space allocated for its panel as shown on Exhibit A-1, subject to the other conditions of this Paragraph 7;
- (c) Each party shall pay for its panel at its own cost and expense and shall maintain (excluding electricity) and repair (and replace, as necessary) its sign panel in a first class condition at its own cost;
- (d) The owners of the Tracts or their tenants, as applicable, shall reimburse the Owner of Tract 2 for their respective pro rata shares of the reasonable costs it incurs in purchasing, installing, maintaining, repairing, and providing electricity with respect to the Shopping Center Pylon Signs as provided herein, such pro rata share being in the same proportion that the surface area of such occupant's sign panel bears to the total surface area of all occupants' sign panels on the Shopping Center Pylon Signs.

8. Indemnification/Insurance.

- a. Indemnification. The owner of each Tract and each Outparcel hereby indemnifies and saves the other parties harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Tract or Outparcel, except if caused by the act or negligence of the other party hereto.
- b. Insurance.
  - (1) The owner of each Tract shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. The owner of each Tract shall provide Wal-Mart and the owner of the other Tract with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to the other party. The obligations of the owner of Tract 1 to maintain

insurance under this provision may be satisfied by Wal-Mart.

- (2) At all times during the term of this Agreement, the owner of each Tract shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the form of All-Risk insurance coverage in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements. The obligations of the owner of Tract 1 to maintain insurance under this provision may be satisfied by Wal-Mart. The owner of a Tract shall pay for any increase in the cost of insuring the improvements on the other Tract if such increase is due to the use by such owner or its tenant(s) of the first Tract.
- (3) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and owner of each Tract as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.
- (4) Wal-Mart and the owner of each Tract and Outparcel, each for itself and its property insurer, hereby releases the others, and their tenants, employees and agents from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any tenant, agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated under this ECR to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.
- (5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner of Tract 1, Wal-Mart shall have the right to retain the financial risk for any claim.

9. Eminent Domain.

- a. Owner's Right To Award. Nothing herein shall be construed to give the owner of any Tract or Outparcel any interest in any award or payment made to another party in connection with any

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exercise of eminent domain or transfer in lieu thereof affecting said other party's Tract or Outparcel or giving the public or any government any rights in said Tract or Outparcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on Tracts 1 and 2, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

- b. Collateral Claims. All other owners of Tracts or Outparcels may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.
- c. Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.
- d. Restoration Of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective Tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights And Obligations Of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon any Tract or Outparcel, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such Tract or Outparcel. Except as set forth in the preceding sentence, however, any holder of a first lien on any Tract or Outparcel, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

11. Expansion Of Shopping Center. The parties agree that in the event the Shopping Center is expanded by ownership, control of the parties or agreement with a third party, all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6a(2). In addition, the owner of Tract 2 will permit Wal-Mart to enter any building on Tract 2 which is within sixty (60) feet of the nearest exterior wall of the building on Tract 1, and will secure for Wal-Mart such permission from other tenants of such building, if any, for such work, as may be necessary in connection with alterations, improvements, or additions to the building on Tract 1.

12. Release from Liability. Any person acquiring fee or leasehold title on any Tract or Outparcel subject hereto, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the Tract or Outparcel, or portion thereof, acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Tract or Outparcel,

or portion thereof, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said Tracts running with the land.

13. **Breach.**

- a. **Parties With Remedies.** In the event of breach or threatened breach of this Agreement, only all record owners of Tract 1 as a group, or all record owners of Tract 2 as a group, or Wal-Mart so long as it or any affiliate has an interest as owner of Tract 1 or Developer so long as it or any affiliate has an interest as owner of Tract 2, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed. Notwithstanding the foregoing, all of the record owners of an Outparcel shall be entitled to take any action permitted by this ECR with respect to the breach of Paragraphs 5(a), 5(c), 5(d), 6(b), 6(c), 8(a), 8(b)(4) and 9.
- b. **Remedies.** If any owner shall fail to perform any covenant or condition contained in this ECR, the aggrieved party shall give the defaulting party at least thirty (30) days written notice of such alleged default. If such default shall not have been cured within said period of thirty (30) days after the service of notice of default (or if such default be not reasonably susceptible of being cured within said period of thirty (30) days, and said defaulting party shall have not in good faith commenced curing such default within said thirty (30) day period and shall not thereafter prosecute curing such default with diligence and continuity to completion) the aggrieved party may institute legal proceedings for full and adequate relief from the consequences of said default or threatened default.
- c. **Right of Entry.** The defaulting party hereby grants to the aggrieved party a non-exclusive right of entry and non-exclusive easements across and under any and all parts of the defaulting party's Tract or Outparcel (excluding the right to enter any buildings demised to or owned by others) for all purposes reasonably necessary to enable the aggrieved party (acting directly or through agents, contractors, or subcontractors), to perform any of the terms, provisions, covenants or conditions of this ECR which the defaulting party shall have failed to perform, after notice and time to cure, as aforesaid, but no notice and time to cure need be given in the event of any emergency.

14. **Rights of Successors.** The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto,

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their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. Notwithstanding the forgoing, the owners of the Outparcel(s) shall have the right to enforce, and shall have the benefit of, only Paragraphs 5(a), 5(c), 5(d), 6(b), 8(a), 8(b)(4) and 9.

15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) Wal-Mart as long as it or its affiliate has any interest as either owner or Lessor of Tract 1, or its successors in interest; (b) Developer, as long as it or its affiliate has any interest as either owner or Lessor of Tract 2, or its successors in interest; (c) with respect to Paragraphs 5(a), 5(c), 5(d), 6(b), 8(a), 8(b)(4), 9 and 13, the owners of each Outparcel (to the extent such modification or cancellation affects such Outparcel); and (d) with respect to Paragraph 4(e), the owner or lessee of an Outparcel with respect to which a provision is modified or terminated.

16. Non-Merger. So long as Wal-Mart or its affiliate is owner of Tract 1, this Agreement shall not be subject to the doctrine of merger.

17. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

19. Transfer of Interests: Notices.

- a. In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any tract subject to this ECR, or any portion thereof, the Acquiring Party shall execute and file in the land records of Walker County, Georgia, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this ECR may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this ECR, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Walker County, Georgia (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Subparagraph (a), it shall not be entitled to receive any notice required or permitted to be given under this Declaration, and the Existing Interest Holders shall have no obligation to give any such

notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Paragraph 19 regarding the recordation of the Notice Statement are satisfied with respect to Developer and Wal-Mart.

- b. Any notice hereunder shall be in writing and shall be served by overnight delivery or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses of the parties as follows:

If intended for Developer:  
CP LaFayette, GA, L.P.  
6312 Kingston Pike, Suite C  
Knoxville, Tennessee 37919  
Attention: Miles E. Cullom, Jr.

If intended for Wal-Mart:  
Wal-Mart Real Estate Business Trust  
2001 SE 10th Street  
Bentonville, Arkansas 72712-6489  
Attention: Property Management Department

Each party to this ECR may designate by notice in writing a new or other address to which such notice shall thereafter be so given or served. A copy of any such notice shall also be contemporaneously delivered in the manner herein specified to any fee mortgagee or tenant who shall have duly registered with any party its name and address. Notice shall be deemed given when received.

20. Consent. The owner of Tract 1 agrees that for so long as a lease of all or a portion of Tract 1 is in effect, whenever the consent of the owner of Tract 1 is required under the ECR, the owner of Tract 1 will give such consent only after obtaining Wal-Mart's consent.

21. Obligations of the Owner of Tract 1. Wal-Mart hereby agrees that so long as a lease of all or a portion of Tract 1 is in effect, it will satisfy the obligations of the owner of Tract 1 hereunder, and will hold harmless and indemnify the owner of Tract 1 from any and all loss, damage, expense, fees, claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, arising out of this ECR, except for those arising out of the acts or omissions of the owner of Tract 1 or its employees, agents, contractors or invitees.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Signed sealed and delivered on  
January 17, 2000, in the  
presence of:

Laura J. Benson  
Unofficial Witness

Kimberly S. Vaske  
Notary Public

My commission expires: 02/01/08

Signed sealed and delivered on  
\_\_\_\_\_, 2000, in the  
presence of:

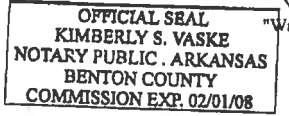
\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

WAL-MART REAL ESTATE BUSINESS TRUST  
a Delaware business trust

[Signature]  
\_\_\_\_\_  
Its Assistant Vice President



CP LAFAYETTE GA, L.P.  
By: Cullom Properties, Inc. - General Partner

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

363

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Signed sealed and delivered on \_\_\_\_\_, 2000, in the presence of:

WAL-MART REAL ESTATE BUSINESS TRUST  
a Delaware business trust

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Its Assistant Vice President

"Wal-Mart"

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Signed sealed and delivered on 1/2, 2000, in the presence of:

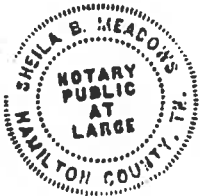
CP LAFAYETTE GA, L.P.  
By: Cullom Properties, Inc. - General Partner

[Signature]  
Unofficial Witness

By [Signature]  
Its: President

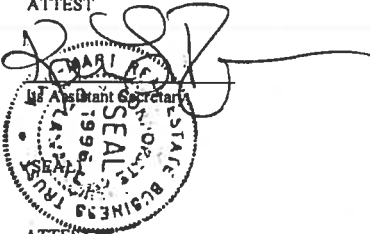
Sheila B. Meadows  
Notary Public

My commission expires: **MY COMMISSION EXPIRES**  
**JULY 19, 2003**



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ATTEST



WAL-MART REAL ESTATE BUSINESS TRUST  
a Delaware business trust

Sey S. Young  
Its Assistant Vice President

"Wal-Mart"

ATTEST

CP LAFAYETTE GA, L.P.

By: Cullom Properties, Inc. General Partner

By: Michael E. Cullom, Jr.  
Its: President

Its: \_\_\_\_\_

"Developer"

STATE OF Arkansas  
COUNTY OF Benton

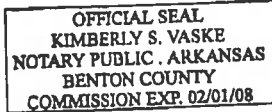
Before me, the undersigned notary of the State and County aforesaid, personally appeared Sey Young with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged self to be Assistant Vice President of WAL-MART STORES, INC., the within-named bargainer, a corporation, and that he as such Assistant Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as Assistant Vice President.

WITNESS my hand and seal at office in Benton this 17th day of January, 1999.  
County

Notary Public

Kimberly S. Vaske

My Commission Expires: 02/01/08



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

Before me, the undersigned notary of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged self to be \_\_\_\_\_ of CULLOM PROPERTIES, INC., a Tennessee corporation, which is a General Partner of CP LAFAYETTE GA, L.P., the within-named bargainer, a limited partnership, and that he as such \_\_\_\_\_ of the General Partner, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company (as General Partner) by self as \_\_\_\_\_.

WITNESS my hand and seal this \_\_\_ day of \_\_\_\_\_, 199\_.

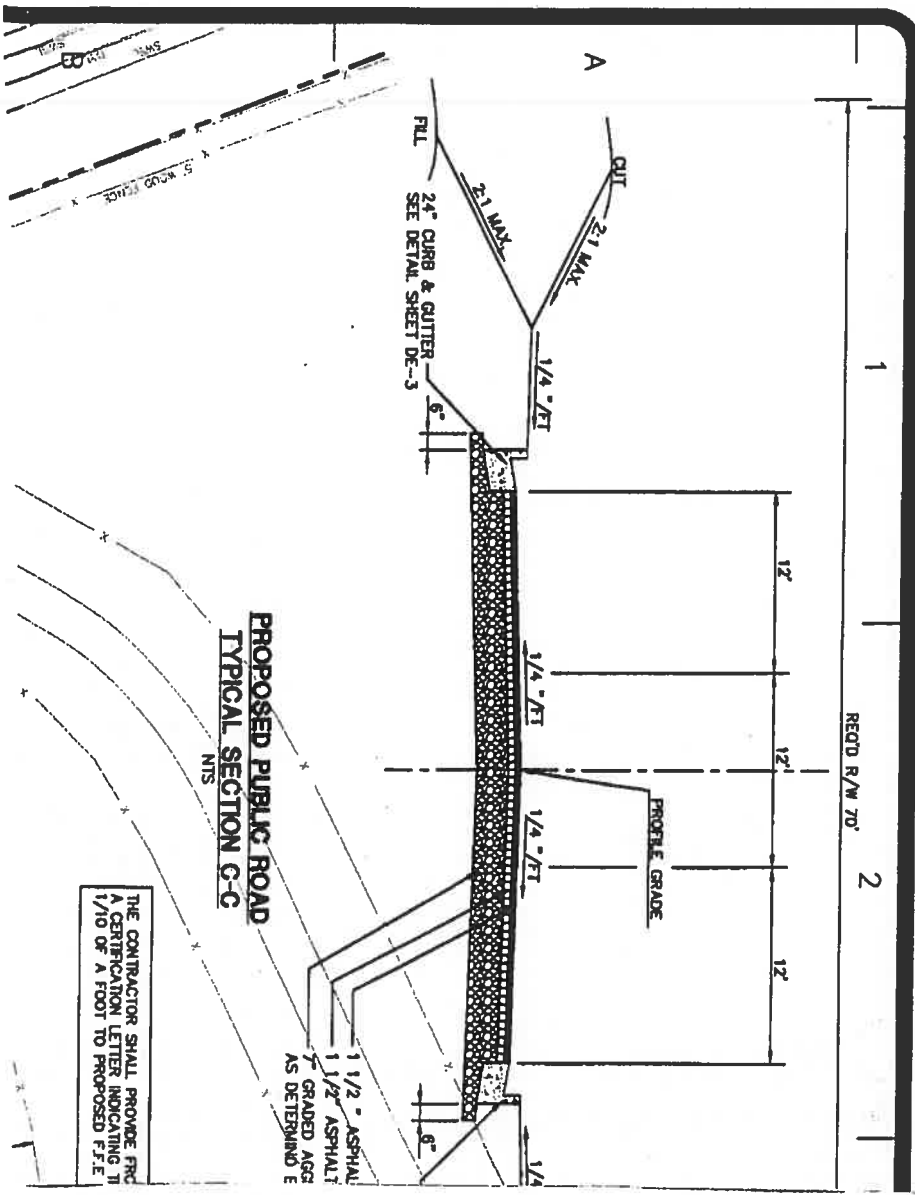
Notary Public

My Commission Expires:

Approved as to legal terms only  
By: [Signature]  
WAL-MART LEGAL TEAM  
Date: 1/14/00

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EX. B-1



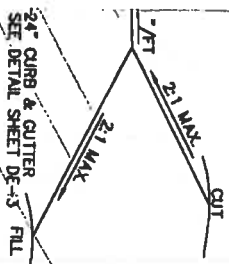
Ex B-2

3

4

5

REQ'D R/W VARIES



2.1" CONC. TYPE "H", ASPHALTIC CONCRETE WEARING SURFACE  
 1.5" CONC. TYPE "B", MODIFIED ASPHALTIC CONCRETE BINDER  
 1.5" REG. BASE COMPACTED TO 100% OF MAXIMUM DENSITY  
 1.5" MODIFIED PROCTOR DENSITY (ASTM D-1557 METHOD D)

2' FULL DEPTH  
 2' PAVED SHOULDER

SEE GRADING  
 PLAN

EXISTING FENCE & POSTS  
 TO BE REMOVED  
 FOR GRADING OPERATIONS

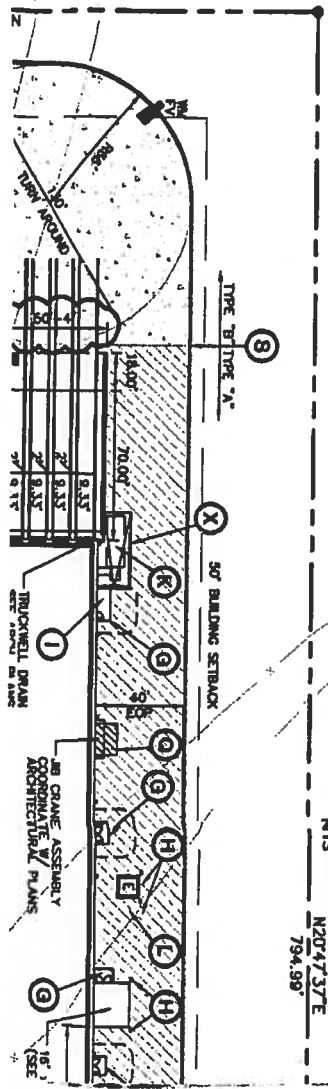
**PROPOSED PUBLIC ROAD  
 TYPICAL SECTION D-D**

NIS N20°47'37"E  
 794.99'

BY A REGISTERED LAND SURVEYOR  
 THE F.E. OF GOODY'S IS WITHIN  
 TO CALL FOR PROPERTIES.

366

EXISTING FENCE & POSTS

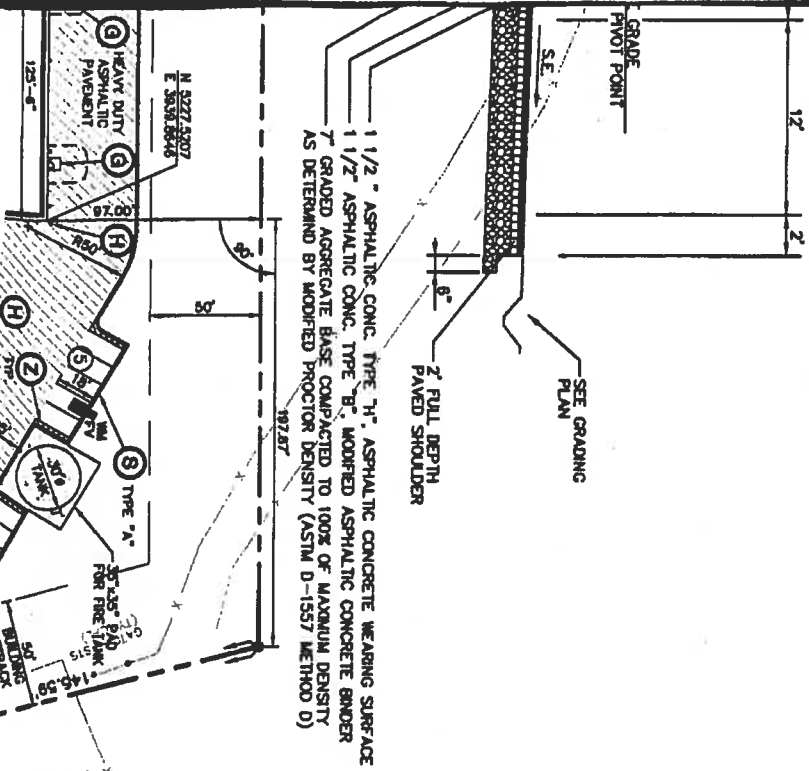


EX-R-3

367

6

7



1 1/2" ASPHALTIC CONC. TYPE "A", ASPHALTIC CONCRETE WEARING SURFACE  
 1 1/2" ASPHALTIC CONC. TYPE "B", MODIFIED ASPHALTIC CONCRETE BINDER  
 7" GRADED AGGREGATE BASE COMPACTED TO 100% OF MAXIMUM DENSITY  
 AS DETERMINED BY MODIFIED PROCTOR DENSITY (ASTM D-1557 METHOD D)

SEE GRADING PLAN

2' FULL DEPTH PAVED SHOULDER



501'2.27' SITE  
 274.51' FROM  
 GATE POSTS  
 (TYPICAL)

### SITE PLAN NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH CDT WALKER COUNTY, GA. REGULATIONS AND CODES AND
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE DIMENSIONS AND EXACT UTILITY BUILDING ENTRANCE
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCH SEED, MULCH AND WATER UNTIL A HEALTHY STAND OBTAINED.
4. PARKING LOT END CAP ISLANDS ARE TO BE STRIPPED
5. ALL CURBED OR STRIPPED ROAD ARE TO BE 5' UNCLE NOTED.
6. ALL DIMENSIONS AND RADII ARE TO THE FACE OF C OTHERWISE NOTED.
7. CONTRACTOR IS RESPONSIBLE FOR OBTAINING APPROPRIATE POWER AND TELEPHONE COMPANIES FOR THE LOCAL THE Pylon SIGN BEFORE CONDUIT AND WIRING IS IN
8. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ABANDONED, REMOVED OR RELOCATED AS NECESSARY BE INCLUDED IN BASE BID.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS INCLUDING BUT NOT LIMITED TO ALL UTILITIES, STORMS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED OF ALL ROADWAYS. ALL WORK SHALL BE IN ACCORDANCE WITH ALL GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
10. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD PAVEMENT SURVEY BY SELLER & ASSOCIATES, INC. DATED 08/11/09
11. A STAKING PLAN HAS NOT BEEN PROVIDED, HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE STAKING CONTRACTOR FOR LAYOUT.
12. THE SITE WORK FOR THIS PROJECT SHALL.

EX. B-4

8

9

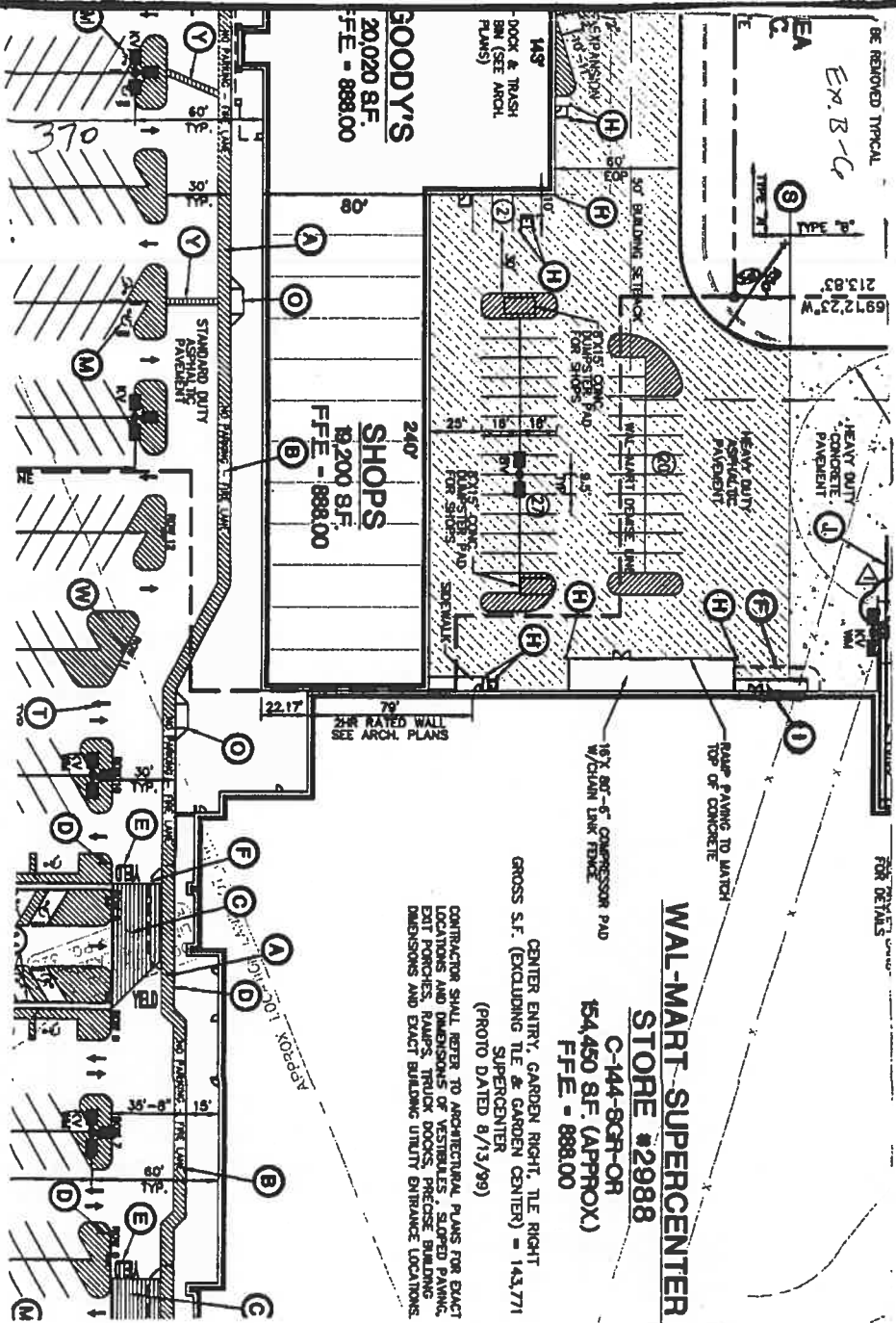
**SITE LEGEND**

- (A) 6" WIDE FIRE LANE WITH 6" WIDE PAINTED TRAFFIC YELLOW STRIPING AT 45° TYPICAL CURB TO BE PAINTED TRAFFIC YELLOW AT THESE LOCATIONS.
- (B) "NO PARKING-FIRE LANE" PAINTED TRAFFIC YELLOW ON PAVEMENT AT 80" O.C. LETTERS TO BE A MINIMUM 2'-0" TALL.
- (C) PEDESTRIAN CROSSWALK WITH 4" WIDE PAINTED YELLOW STRIPING PARALLEL TO TRAFFIC FLOW AT 2'-0" O.C. UNLESS NOTED OTHERWISE.
- (D) PEDESTRIAN CROSSING SIGN W10-2 AND W10-2P TYPICAL AT PEDESTRIAN CROSSWALKS AS NOTED ON PLANS.
- (E) "YIELD" PAINTED YELLOW ON PAVEMENT TYPICAL. SEE DETAIL SHEET.
- (F) RAMPED PAVEMENT AT VESTIBULE TO BE FLUSH WITH TOP OF SIDEWALK AT 5.0% MAXIMUM. REFER TO ARCHITECTURAL PLANS.
- (G) EXIT PORCH. SEE ARCHITECTURAL PLANS FOR EXACT SIZE, NUMBER AND LOCATION FOR STOOPS, STAIRS AND/OR RAMPS THAT MAY BE REQUIRED AT DOOR DEPENDING ON GRADES REFER TO ARCHITECTURAL AND CIVIL PLANS FOR DETAILS.
- (H) 6" # STEEL PIPE BOLLARD TYPICAL UNLESS NOTED OTHERWISE. SEE DETAIL SHEET.
- (I) AT GRADE OVERHEAD DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION FOR COORDINATION WITH CIVIL PLANS.
- (J) 4" WIDE x 130' LONG YELLOW PAINTED TRUCK ALIGNMENT STRIPES.
- (K) 12"x36"x6" CONCRETE TRASH COMPACTOR PAD. REFER TO ARCHITECTURAL PLAN FOR EXACT LOCATION AND SLOPE.
- (L) CONCRETE TRANSFORMER PAD. CONTRACTOR TO COORDINATE WITH LOCAL POWER COMPANY FOR DETAILS AND SPECIFICATIONS.
- (M) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND SYMBOL ("VAN" INDICATES VAN ACCESSIBLE SPACE).
- (N) PAINTED ISLAND TYPICAL UNLESS NOTED OTHERWISE. STRIPES SHALL BE PAINTED 1/4" AT 45° AT 2'-0" O.C. SEE PLAN FOR LOCATION.

REVISIONS	BY
1/11/00 REVISED GENERAL COMMENTS	ADB

**S, INC.**  
S, GEORGIA 30093  
X





BE REMOVED TYPICAL

EX. B-C

213.83  
69122.23' W

HEAVY DUTY CONCRETE PAVEMENT

HEAVY DUTY ASPHALTIC PAVEMENT

RAISE PAVING TO MATCH TOP OF CONCRETE

15' X 8' COMPRESSOR PAD W/CHAIN LINK FENCE

FOR DETAILS

**WAL-MART SUPERCENTER**  
**STORE #2988**

C-144-8CF-OR  
154,450 SF (APPROX)  
FFE = 888.00

CENTER ENTRY, GARDEN RIGHT, TILE RIGHT  
GROSS S.F. (EXCLUDING TILE & GARDEN CENTER) = 143,771  
SUPERCENTER  
(PROTO DATED 8/13/99)

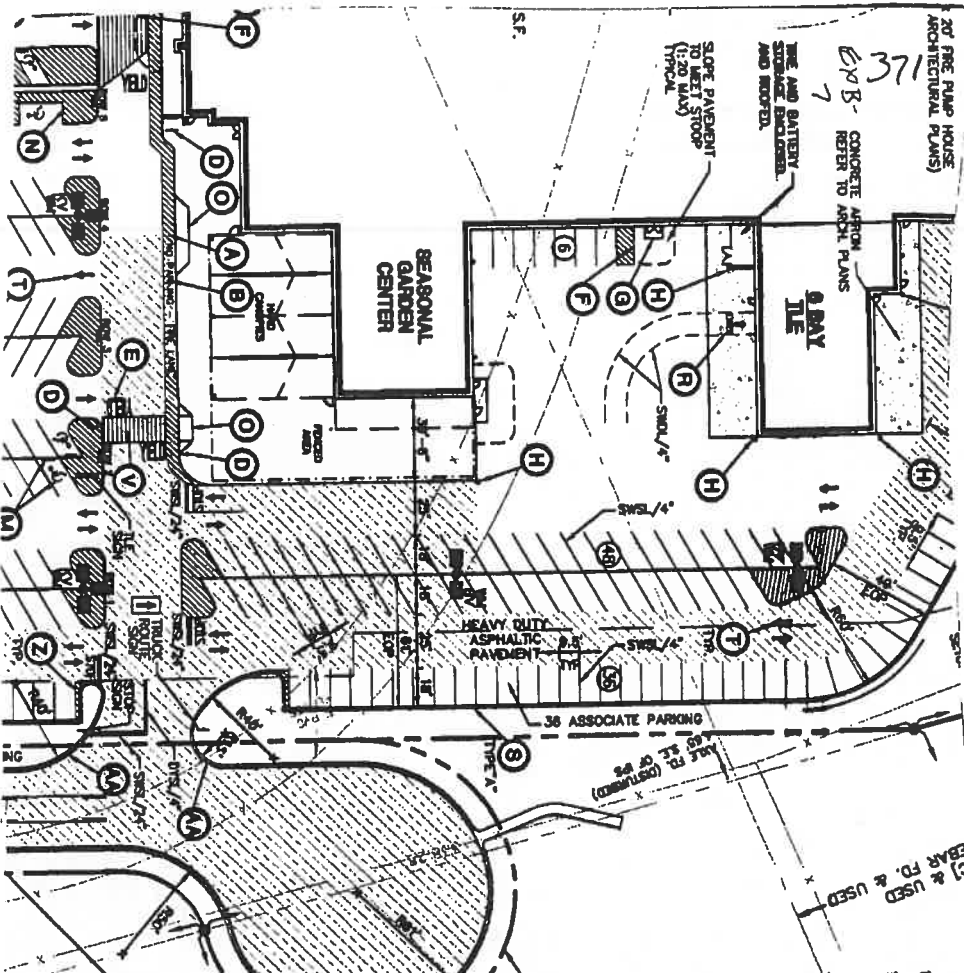
**300DY'S**  
20,020 SF.  
FFE = 888.00

**SHOPS**  
19,200 SF.  
FFE = 888.00

2HR RATED WALL  
SEE ARCH. PLANS

10' X 10' X 10'

CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPED PAVING, EXIT PORCHES, RAMP, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.



13. SITE IS CURRENTLY ZONED B-2 COMMERCIAL. (GENERAL SPECIFICATIONS)
14. Pylon signs shall be constructed by developer. Portion of the pylon sign shall have a separate sign for the shop portion. The shop portion will have its own sign.
15. ALL PARKING LOT LIGHTING POLES AND FIXTURES WILL BE PROVIDED BY DEVELOPER. THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE ELECTRICAL CODE REQUIRED COSTS OF RECEIVING, UNWRAPPING OF POLES, STORAGE, LABILITY AND WARRANTY SHALL BE THE INITIAL CONTRACT PRICE.
16. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLAN ELECTRICAL DESIGN AND LAYOUT.
17. ALL STEERING ON PUBLIC ROAD SHALL CONFORM TO CONTROL DEVICES LATEST EDITION.

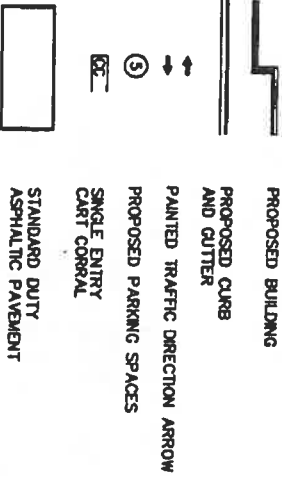
N/E  
PEARL L. BROWN  
DEED BOOK 918 PAGE 312  
PLAT BOOK 5 PAGE 59  
WALKER COUNTRY TX  
PARCEL #325-1-1-099  
ZONED 999

372

AL BUSINESS DISTRICT)  
R. THE WAL-MART  
DATE METER FOR THE  
OWN METER.  
IN LAMPS AND  
AND INSTALLED BY  
CATE. ALL  
CITY. PAINTED  
E INCLUDED IN  
S FOR SITE LIGHTING  
I MANUAL TRAFFIC

- ① WITH ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION.
- ② SINGLE ENTRY CART CORRAL TYPICAL - SEE DETAIL SHEET FOR WAL-MART CART CORRAL DETAIL.
- ③ 10' x 15' STRIPED AREA FOR JB CRANE. PROVIDE STS/4" @ 45 AND 2" O.C.
- ④ TILE STRIPING. SEE DETAIL SHEET.
- ⑤ 18" CONCRETE CURB AND GUTTER TYPICAL. SEE PLAN FOR SPECIFIC LOCATION FOR TYPE A OR TYPE B.
- ⑥ PAINTED TRAFFIC FLOW ARROW TYPICAL - SEE DETAIL SHEET
- ⑦ BUILDING SETBACK LINE.
- ⑧ 12'-0" WIDE PAINTED YELLOW CROSSWALK WITH STS/4" @ 90° AT 2'-0" O.C.
- ⑨ AISLE INDICATOR SIGNS TYPICAL - SEE DETAIL SHEET.
- ⑩ VARIABLE CONCRETE CURB - REFER TO ARCH. PLANS FOR DETAILS.
- ⑪ 36" WIDE PAINTED YELLOW CROSSWALK WITH STS/4" @ 90° AT 2'-0" O.C.
- ⑫ 2" WIDE PAINTED YELLOW STRIPES WITH STS/4" @ 45° AT 2'-0" O.C.
- ⑬ TAPER GUTTER FOR TRANSITION FROM 18" CURB & GUTTER TO 24" CURB & GUTTER.
- ⑭ PAINTED PAVEMENT MARKINGS AT RAILROAD HIGHWAY CROSSING PER MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION.

**LEGEND FOR PROPOSED IMPROVEMENTS**



**WOLVERTON & ASSOCIATE**

5800 OAKBROOK PARKWAY / SUITE 100 / NORCROS

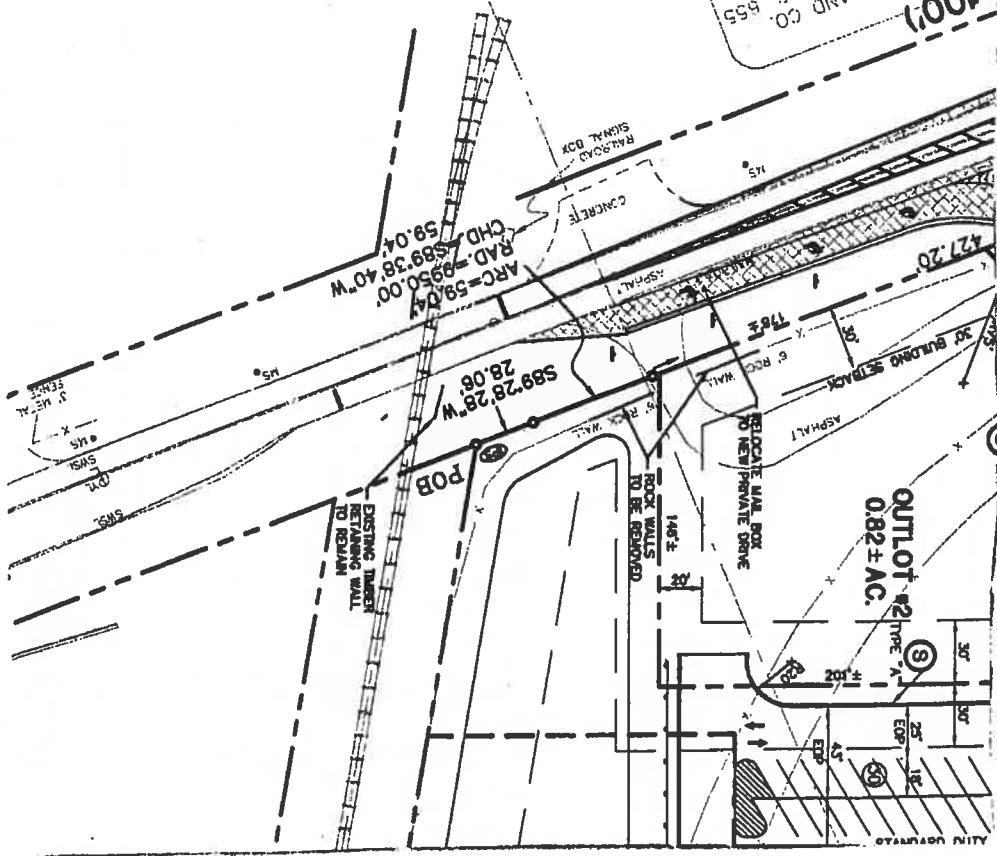
(770) 447-8999 PHONE / (770) 447-9070 F



EX B-9  
373

HAWASSEE LAND CO.  
DEED BOOK 260 PG. 655  
WALKER COUNTY TAX  
PARCEL #314-1-7  
ZONED C  
GA. HWY 136

100'



OUTLOT #2  
0.82 ± AC.

E

D

374

1.5' (CONCRETE)

CENTRAL APPAREN

CENTRAL OF GEORGIA R.R.

N50°08'06" E

1424.48'

3" type 'A'

DA 59 PA

PAVED OR PLANNED

1" OPEN TOP PIPE TO BE USED

DETECTION POND 1

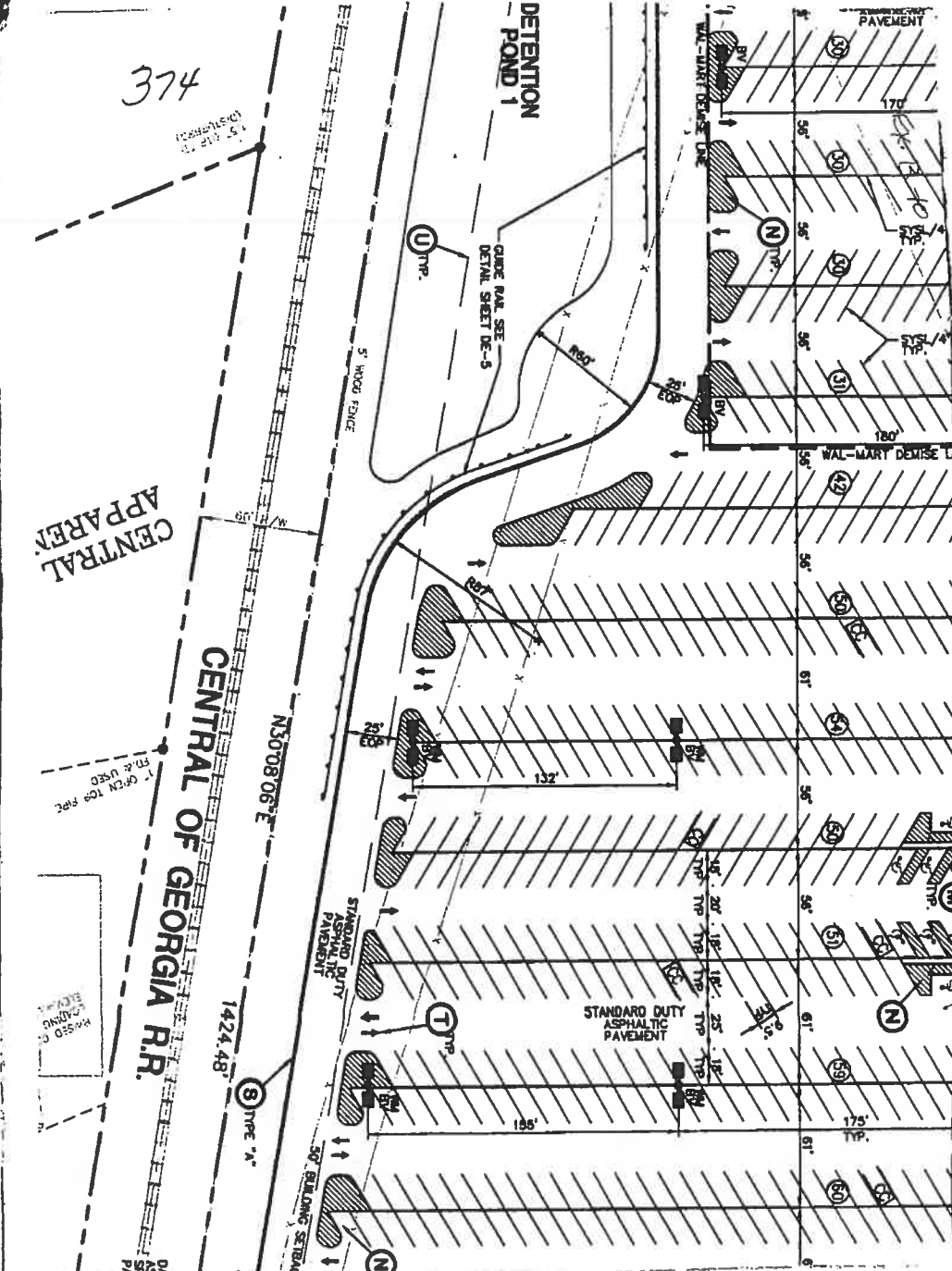
CHINE WALL SEE DETAIL SHEET DE-5

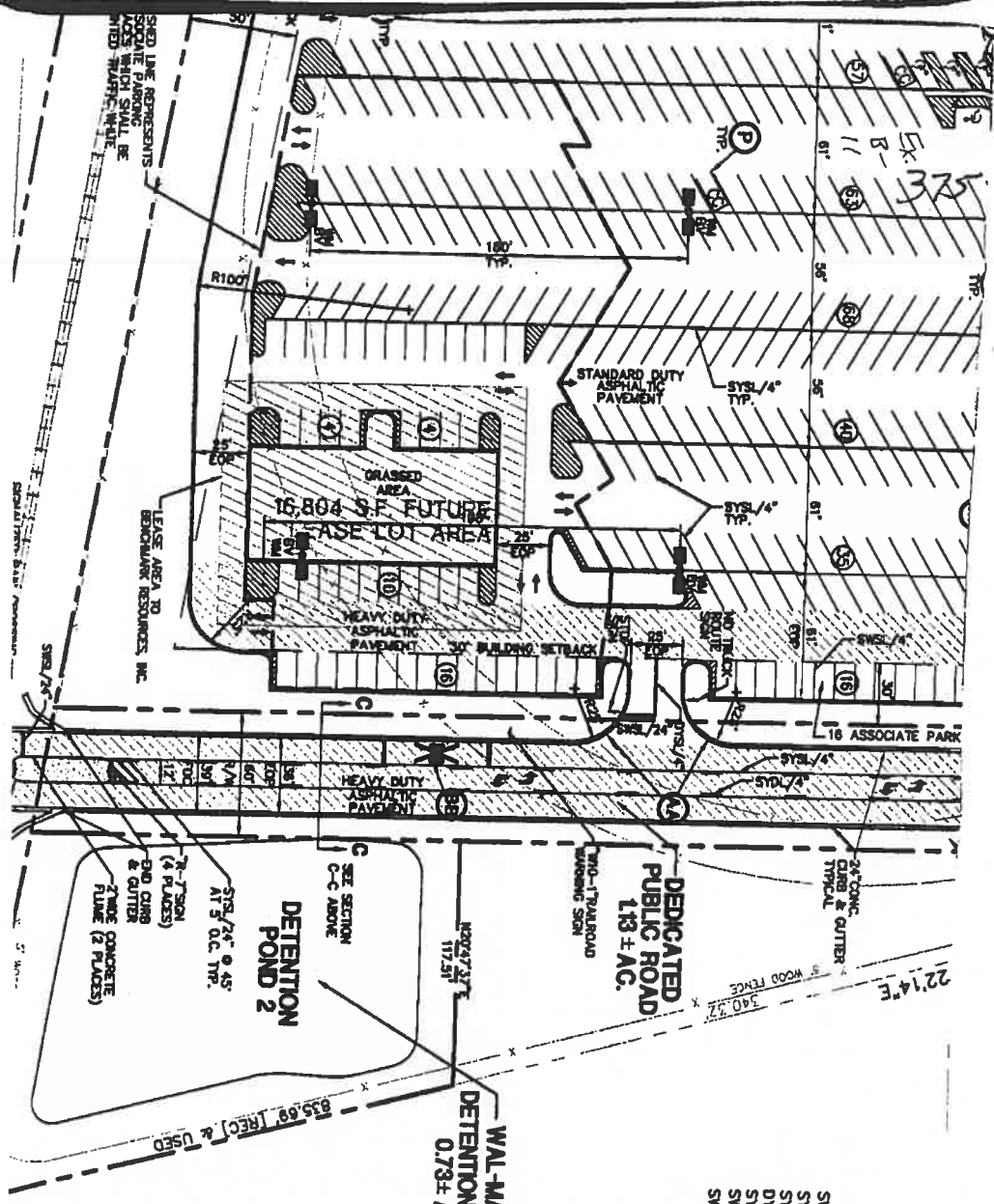
5' HOOD FENCE

STANDARD DUTY ASPHALTIC PAVEMENT

STANDARD DUTY ASPHALTIC PAVEMENT

PAVEMENT





SHED LINE REPRESENTS ASSOCIATE PARKING AREAS WHICH SHALL BE PAVED WITH ASPHALT. WHITE

LEASE AREA TO BENCHMARK RESOURCES, INC.

7" - 7" SLOPE (4 PLACES)  
 8" - 8" SLOPE (2 PLACES)  
 7" - 7" SLOPE (2 PLACES)  
 7" - 7" SLOPE (2 PLACES)

DETENTION POND 2

WAL-MART  
 DETENTION AREA  
 0.73± AC.

DEDICATED  
 PUBLIC ROAD  
 1.13± AC.

**PAVEMENT STRIPES**

SM/S/4"	SINGLE W
ST/S/4"	SINGLE Y
ST/S/4"	SINGLE Y
DT/S/4"	DOUBLE
ST/S/10"	SINGLE
SM/S/4"	SINGLE W
SM/S/24"	SINGLE W

CONCRETE CURB & GUTTER TYPICAL

5' WOOD FENCE

TRIO-TRAIL ROAD CROSSING SOON

HEAVY DUTY ASPHALTIC PAVEMENT

STANDARD DUTY ASPHALTIC PAVEMENT

GRASSED AREA

16,804 S.F. FUTURE BASE LOT AREA

HEAVY DUTY ASPHALTIC PAVEMENT

30' BUILDING SETBACK

16 ASSOCIATE PARK

R100'

61'

56'

56'

61'

61'

61'

61'

61'

61'

61'

61'

61'

61'

61'

60'

60'

60'

60'

60'

60'

60'

60'

60'

60'

60'

855.69' [REC] & USED

N29°27'37" E 117.51'

22°14' E

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

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340.32'

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340.32'

340.32'

340.32'

340.32'

340.32'

340.32'

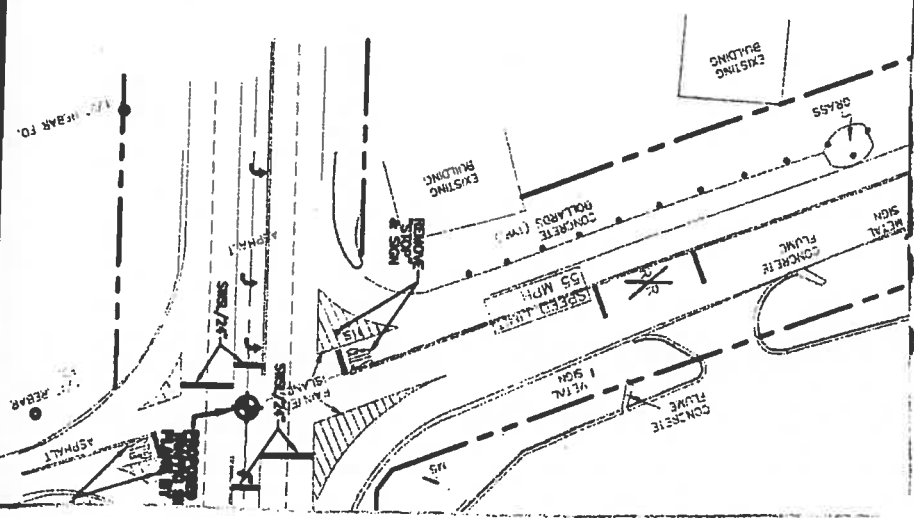
340.32'



EPB-  
13  
377



IF YOU DIG GEORGIA...  
CALL US FIRST!  
1-800-282-7411  
UTILITIES PROTECTION CENTER  
IT'S THE LAW





379  
EX. B-  
CONCRETE  
15

CAR DEALER  
FE=071.25

DEDICATED  
PUBLIC ROAD  
0.40 ± AC.

LOCAL BENCHMARK ESTABLISHED BY SET OF  
& ASSOCIATES 1/2" REBAR & CAP SET  
S/482 ELEVATION=855.19 SEE NOTE 19

SEE SHEETS R-3 AND R-4  
FOR ROAD IMPROVEMENT  
PLANS ON U.S. HWY 27

DESIGNED BY OTHERS SEE  
ADDITIONAL PLANS FOR  
ADDITIONAL SHOULDER & STRIPING

5' RAISED CONCRETE  
ISLAND PER GA. DOT  
SPECIFICATIONS TYPE I CURB

PROPOSED PUBLIC ROAD,  
WITH VARIOUS R/W  
FULLY-PROTECTED  
RAILROAD CROSSING  
WITH GATES AND LIGHTS

0.83 ± AC.

1. AARON JENKINS &  
LAWANDA S. JENKINS  
DEED BOOK 652 PAGE 368  
WALKER COUNTY TAX  
PARCEL #323-1-8  
ZONED C  
561 N. HWY 27

SEE SECTION  
D-D ABOVE  
PROPOSED R/W

TRAILROAD  
W/1/2" REBAR  
&  
EXHIBIT

PROPOSED  
TRAFFIC SIGNAL  
PLANS BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
BY WALKER COUNTY  
FOR ADDITIONAL STRIPING DETAILS

300' STORAGE  
W/100' TAPER

N20°44'00"E 386.91'  
REF. BEARING PER DB 514 PG. 484

S.R. 1 U.S. HWY 27 (RW VARIES)

CONCRETE  
300' STORAGE  
W/100' TAPER

OPEN TOP  
P.C.  
N.W. COR.  
CONCRETE  
300' STORAGE  
W/100' TAPER

SEE SHEETS R-3 AND R-4  
FOR ROAD IMPROVEMENT  
PLANS ON U.S. HWY 27

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE SHEETS R-3 AND R-4  
FOR ROAD IMPROVEMENT  
PLANS ON U.S. HWY 27

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
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SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

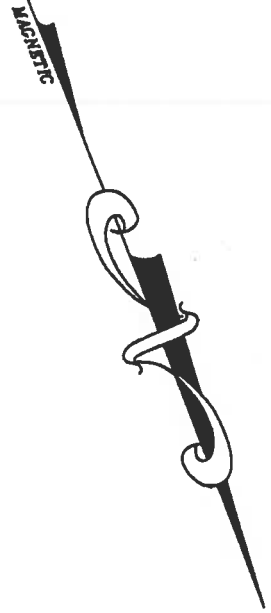
SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

SEE TRAFFIC SIGNAL PLANS  
BY OTHERS

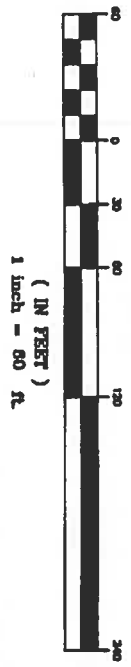
DEMISE AREA 18.87 ± ACRES 18.87 ± ACRES  
INCLUDES PROPOSED PUBLIC ROAD R/W

Ex B-16



# SITE PLAN

GRAPHIC SCALE



3801

PROPOSED W  
LAFAYETTE,  
CULLOM PRO  
KNOXVILLE, T

*[Signature]*

Exhibit B

DRAWN
L.G.L.
CHECKED
ADR
DATE
12/27/99
SCALE
1"=50'
JOB No.
98-284
SHEET
8-SHEET

## C-1

OF SHEETS

98264V1.DWG

381

WALMART PRE-RIGHT-OF-WAY DEDICATION AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 262 AND 263 OF THE 8TH DISTRICT OF WALKER COUNTY (CITY OF LAFAYETTE), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR AND SURVEYOR'S CAP SET AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF CENTRAL OF GEORGIA RAILROAD (60 FOOT TOTAL RIGHT OF WAY WIDTH) AND THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136 (100 FOOT TOTAL RIGHT OF WAY WIDTH);

THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF CENTRAL OF GEORGIA RAILROAD, NORTH 30 DEGREES 08 MINUTES 06 SECONDS EAST, 137.87 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY, NORTH 69 DEGREES 12 MINUTES 23 SECONDS WEST, 141.68 FEET TO A POINT.

THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 280.76 FEET TO A POINT.

THENCE NORTH 69 DEGREES 12 MINUTES 23 SECONDS WEST, 204.05 FEET TO A POINT;

THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 105.62 FEET TO A POINT;

THENCE NORTH 69 DEGREES 12 MINUTES 23 SECONDS WEST, 125.99 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 47 MINUTES 37 SECONDS WEST, 36.02 FEET TO A POINT;

THENCE NORTH 69 DEGREES 11 MINUTES 04 SECONDS WEST, 78.67 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 47 MINUTES 37 SECONDS WEST, 154.46 FEET TO A POINT;

THENCE NORTH 69 DEGREES 12 MINUTES 23 SECONDS WEST, 268.83 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 794.99 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE SOUTH 84 DEGREES 22 MINUTES 14 SECONDS EAST, 145.59 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

Exhibit A

SJ  
INITIAL  
MGC

382

THENCE SOUTH 69 DEGREES 12 MINUTES 23 SECONDS EAST, 256.39 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE ALONG AN ARC OF A CURVE TO THE RIGHT 321.60 FEET (SAID CURVE HAVING A RADIUS OF 72.00 FEET AND A CHORD OF NORTH 58 DEGREES 45 MINUTES 17 SECONDS EAST, 113.53 FEET) TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE ALONG AN ARC OF A CURVE TO THE LEFT 51.68 FEET (SAID CURVE HAVING A RADIUS OF 39.00 FEET AND A CHORD OF SOUTH 31 DEGREES 14 MINUTES 43 SECONDS EAST, 47.98 FEET) TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE SOUTH 69 DEGREES 12 MINUTES 23 SECONDS EAST, 290.92 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 117.51 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE SOUTH 84 DEGREES 22 MINUTES 14 SECONDS EAST, 240.96 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CENTRAL OF GEORGIA RAILROAD (60 FEET TOTAL RIGHT OF WAY WIDTH);

THENCE CONTINUING ALONG SAID RAILROAD RIGHT OF WAY LINE, SOUTH 30 DEGREES 08 MINUTES 06 SECONDS WEST, 1424.48 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 18.8769 ACRES (822,278 SQUARE FEET).

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GOODY'S TRACT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 262 AND 263 OF THE 8TH DISTRICT OF WALKER COUNTY (CITY OF LAFAYETTE), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR AND SURVEYOR'S CAP SET AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF CENTRAL OF GEORGIA RAILROAD (60 FOOT TOTAL RIGHT OF WAY WIDTH) AND THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136 (100 FOOT TOTAL RIGHT OF WAY WIDTH);

THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136, SOUTH 89 DEGREES 28 MINUTES 28 SECONDS WEST, 28.06 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, ON AN ARC OF A CURVE TO THE RIGHT 59.04 FEET (SAID CURVE HAVING A RADIUS OF 9950.00 FEET AND A CHORD OF SOUTH 89 DEGREES 38 MINUTES 40 SECONDS WEST, 59.04 FEET) TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, 3.32 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 146.23 FEET TO A POINT;

THENCE NORTH 69 DEGREES 12 MINUTES 23 SECONDS WEST, 189.05 FEET TO A POINT;

THENCE SOUTH 65 DEGREES 47 MINUTES 37 SECONDS WEST, 22.63 FEET TO A POINT;.

THENCE SOUTH 20 DEGREES 47 MINUTES 37 SECONDS WEST, 130.13 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 32 MINUTES 19 SECONDS EAST, 80.07 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136;

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, 136.55 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 28 DEGREES 17 MINUTES 43 SECONDS EAST, 46.44 FEET TO A POINT;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 22.17 FEET (SAID CURVE HAVING A RADIUS OF 97.00 FEET AND A CHORD OF NORTH 14 DEGREES 14 MINUTES 43 SECONDS EAST, 22.12 FEET) TO A POINT;

Exhibit C  
1 of 3

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THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 142.44 FEET TO A POINT;

THENCE NORTH 46 DEGREES 25 MINUTES 11 SECONDS WEST, 32.80 FEET TO A POINT;

THENCE NORTH 69 DEGREES 12 MINUTES 23 SECONDS WEST, 195.43 FEET TO A POINT;

THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 247.55 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE SOUTH 69 DEGREES 12 MINUTES 23 SECONDS EAST, 55.00 FEET TO A POINT;

THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 154.46 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 11 MINUTES 04 SECONDS EAST, 78.67 FEET TO A POINT;

THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 36.02 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 12 MINUTES 23 SECONDS EAST, 125.99 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 47 MINUTES 37 SECONDS WEST, 105.62 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 12 MINUTES 23 SECONDS EAST, 204.05 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 47 MINUTES 37 SECONDS WEST, 280.76 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 12 MINUTES 23 SECONDS EAST, 141.68 FEET TO A POINT;

THENCE SOUTH 30 DEGREES 08 MINUTES 06 SECONDS WEST, 137.87 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 4.4807 ACRES (195,178 SQUARE FEET).

INITIAL  
SO  
MBC

OUTLOT #1

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ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 262 AND 263 OF THE 8TH DISTRICT OF WALKER COUNTY (CITY OF LAFAYETTE), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR AND SURVEYOR'S CAP SET AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF CENTRAL OF GEORGIA RAILROAD (60 FOOT TOTAL RIGHT OF WAY WIDTH) AND THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136 (100 FOOT TOTAL RIGHT OF WAY WIDTH);

THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136, SOUTH 89 DEGREES 28 MINUTES 28 SECONDS WEST, 28.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136;

THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136 ALONG THE ARC OF A CURVE TO THE RIGHT 59.04 FEET (SAID CURVE HAVING A RADIUS OF 9950.00 FEET AND A CHORD OF SOUTH 89 DEGREES 38 MINUTES 40 SECONDS WEST, 59.04 FEET) TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136;

THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136, SOUTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, 299.55 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 136, SOUTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, 127.65 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, ON AN ARC OF A CURVE TO THE LEFT 50.71 FEET (SAID CURVE HAVING A RADIUS OF 10050.00 FEET AND A CHORD OF SOUTH 89 DEGREES 40 MINUTES 11 SECONDS WEST, 50.71 FEET) TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 00 DEGREES 55 MINUTES 30 SECONDS EAST, 163.69 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET;

THENCE NORTH 20 DEGREES 47 MINUTES 37 SECONDS EAST, 133.20 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 12 MINUTES 23 SECONDS EAST, 195.43 FEET TO A POINT;

THENCE SOUTH 46 DEGREES 25 MINUTES 11 SECONDS EAST, 32.80 FEET TO A POINT;

Exhibit C  
2 of 3

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THENCE SOUTH 20 DEGREES 47 MINUTES 37 SECONDS WEST, 142.44 FEET  
TO A POINT;

THENCE ALONG AN ARC OF A CURVE TO THE LEFT 22.17 FEET (SAID  
CURVE HAVING A RADIUS OF 97.00 FEET AND A CHORD OF SOUTH 14  
DEGREES 14 MINUTES 43 SECONDS WEST, 22.12 FEET) TO A POINT;

THENCE SOUTH 28 DEGREES 17 MINUTES 43 SECONDS WEST, 46.44 FEET  
TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 1.2571 ACRES (54,758 SQUARE  
FEET).

50  
MIEL  
