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Clerk

Document prepared by and return to:

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Hoschton. GA 30548
706-658-2391

RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT

THIS RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT (this "Agreement) is made as of the 28 day of December, 2005 by and between PLANSOUTH, INC., a Georgia corporation, whose mailing address is P.O. Box 250, Hoschton, GA 30548, Attn: John W. Purcell ("PlanSouth") and HOME DEPOT U.S.A., INC., a Delaware corporation, whose mailing address is 2455 Paces Ferry Road, Building C, 20th Floor, Atlanta, GA 30339, Attn: Jeff Israel, Esq. ("Home Depot").

W I T N E S S E T H:

WHEREAS, by virtue of a conveyance from Home Depot by limited warranty deed of even date herewith, PlanSouth is the owner of that certain tract of land consisting of "Lot 1" and "Lot 2" described on **Exhibit A** attached hereto and made a part hereof, said Lot 1 and Lot 2 each individually referred to herein as a "PlanSouth Parcel", and collectively being referred to herein as the "PlanSouth Property"; and

WHEREAS, Home Depot is the owner of that certain tract of land shown on **Exhibit B** attached hereto and made a part hereof, said property being contiguous to the PlanSouth Property, and being hereinafter referred to as the "Home Depot Property" (the PlanSouth Property and the Home Depot Property being referred to collectively as the "Properties," and each a "Property"); and

WHEREAS, PlanSouth desires to impose certain restrictions on the PlanSouth Property for the benefit of the Home Depot Property; and

WHEREAS, Home Depot has agreed to grant PlanSouth certain easements for the benefit of the PlanSouth Property; and

WHEREAS, the creation, use and maintenance of the easements and restrictions granted herein will be beneficial to the Properties.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by each party hereto to the other (including, with respect to PlanSouth, Home Depot's conveyance to it of the PlanSouth Property), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I

GRANT OF EASEMENT

Section 1.01. PlanSouth Access Easement. Home Depot hereby grants to PlanSouth and its successors and assigns, for the benefit of the PlanSouth Property, a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress to and from the PlanSouth Property over, across, upon and through those portions of the Home Depot Property more particularly shown on **Exhibit C** attached hereto and made a part hereof (the "PlanSouth Access Easement Area") as reasonably necessary for PlanSouth to access the public rights-of-way of East Ridgeway Road and Steven B. Tanger Boulevard.

Section 1.02. PlanSouth Parking and Landscaping Easement. Home Depot hereby grants to PlanSouth and its successors and assigns, for the benefit of the PlanSouth Property, a perpetual, non-exclusive easement for vehicular parking and the installation of landscaping improvements on that portion of the Home Depot Property more particularly shown on **Exhibit D** attached hereto and made a part hereof (the "PlanSouth Parking and Landscaping Easement Area"). Except as reasonably necessary in connection with PlanSouth's use of the PlanSouth Parking and Landscaping Easement Area in accordance with the foregoing, PlanSouth shall not construct any improvements or otherwise alter the PlanSouth Parking and Landscaping Easement Area. PlanSouth hereby agrees to defend, indemnify and hold harmless Home Depot from and against any and all losses, costs, expenses, claims, damages, actions, causes of action, suits, judgments and liens threatened against or incurred by Home Depot arising out of use of the PlanSouth Parking and Landscaping Easement Area by PlanSouth or its employees, agents, invitees or licensees.

Section 1.03. PlanSouth Stormwater Easement. Home Depot hereby grants to PlanSouth and its successors and assigns, for the benefit of the PlanSouth Property, a perpetual, non-exclusive easement (the "Stormwater Easement") to tie into the stormwater pipelines located on the Home Depot Property as more particularly shown on **Exhibit E** attached hereto (the "Stormwater Pipelines") for the discharge and detention of surface water and stormwater from the PlanSouth Property onto the detention pond located on the Home Depot Property as more particularly shown on **Exhibit E** attached hereto (the "Detention Pond"). PlanSouth shall not alter or permit to be altered the grading of the PlanSouth Property if such alteration would materially increase the flow of surface water or stormwater onto the Detention Pond either in the aggregate or by directing the flow of surface water or stormwater to a limited area. PlanSouth's use of the Stormwater Easement shall at all times be subject to available capacity and to all applicable restrictive covenants of record and any and all laws, rules, ordinances or requirements

of any governmental entity. PlanSouth does hereby agree to defend, indemnify and hold harmless Home Depot from and against any and all losses, costs, expenses, claims, damages, actions, causes of action, suits, judgments and liens threatened against or incurred by Home Depot as a result of PlanSouth's use of the Stormwater Easement.

ARTICLE II

MAINTENANCE RESPONSIBILITIES

Section 2.01. Maintenance Obligations. The PlanSouth Access Easement Area, PlanSouth Parking and Landscaping Easement Area, Stormwater Pipelines and Detention Pond shall be kept and maintained by Home Depot (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. On or before January 31 of each calendar year, PlanSouth shall deliver to Home Depot (subject to adjustment as hereinafter provided), (a) with respect to Lot 1, $550.00 and (b) with respect to Lot 2, $500.00, as PlanSouth's contribution toward the cost of Home Depot's maintenance of the PlanSouth Access Easement Area and PlanSouth Parking and Landscaping Easement Area, along with (c) with respect to Lot 1, $275.00 and (d) with respect to Lot 2, $250.00, as PlanSouth's contribution toward the cost of Home Depot's maintenance of the Stormwater Pipelines and Detention Pond (as the same may be increased from time to time, collectively the "Maintenance Fee"). The initial Maintenance Fee shall be increased by five percent (5%) as of January 31, 2007, and five percent (5%) as of January 31 of each successive second (2nd) anniversary thereafter. Notwithstanding any other provisions hereof, if PlanSouth, or any of its successors or assigns or their respective agents, representatives, invitees, guests, tenants or licensees, damages the PlanSouth Access Easement Area, PlanSouth Parking and Landscaping Easement Area, Stormwater Pipelines or Detention Pond, PlanSouth shall reimburse Home Depot for the costs and expenses for the repair and restoration of such damage within thirty (30) days after receipt of an invoice from Home Depot, and in the event PlanSouth fails to make such payment within such 30-day period, PlanSouth shall be required to pay interest on the amount due at the lesser of (a) the maximum rate allowed by law or (b) fifteen percent (15%) per annum until payment is made.

ARTICLE III

PLANSOUTH PROPERTY COVENANTS

Section 3.01. Restrictions on PlanSouth Property. The PlanSouth Property shall be owned and used subject to the following restrictive covenants, which shall run with the land and be binding upon PlanSouth and each of PlanSouth's tenants, subtenants and other occupants, and its and their respective successors and assigns:

(a) No more than one (1) building or other structure shall be located on each PlanSouth Parcel at any time. No building or structure of any kind located on each PlanSouth Parcel shall exceed twenty-two (22) feet in height (including parapet walls or any other projections of any kind other than rooftop mechanical equipment) with the exception of one (1) parapet on the front of the building which may be up to twenty-five (25) feet in height, provided that such parapet is not larger than thirteen (13) feet in width

and thirteen (13) feet in depth, nor shall any such building or other structure contain more than:

(i) eight thousand (8,000) square feet under roof for retail development with a maximum food service of up to one thousand six hundred (1,600) square feet under roof; or

(ii) four thousand two hundred (4,200) square feet under roof for a freestanding restaurant for Lot 2 and four thousand five hundred (4,500) square feet under roof for a freestanding restaurant for Lot 1.

(b) No more than one (i) business shall be permitted to operate on each PlanSouth Parcel at any time, except where two (ii) businesses operate under the same entity and out of the same building on a PlanSouth Parcel (such as a gas station and food service vendor).

(c) Any building or structure on each PlanSouth Parcel shall, where reasonably possible, orient its main entrance away from the parking areas located on the Home Depot Property. Notwithstanding the foregoing, Seller agrees that the building or structure to be constructed on Lot 1 may orient its main entrance towards the Home Depot Property.

(d) Any construction on the PlanSouth Property shall be conducted in a manner which will limit, to the maximum extent reasonably practicable, any interference with the operation of the Home Depot Property.

(e) Readerboard signs shall not be permitted on the PlanSouth Property.

(f) Self contained parking sufficient to comply with applicable rules and regulations of applicable governmental authorities (without variance) shall be provided by the owner of each PlanSouth Parcel with respect to each PlanSouth Parcel at all times; provided, however, that in no event shall each PlanSouth Parcel contain less than five (5) parking spaces per one thousand (1,000) square feet of retail improvements; ten (10) parking spaces per one thousand (1,000) square feet of improvements for restaurants and fifteen (15) parking spaces per one thousand (1,000) square feet of improvements if a restaurant serves alcohol.

(g) No portion of the PlanSouth Property shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

(h) No portion of the PlanSouth Property may be leased, used or occupied as or for a funeral parlor; flea market; discotheque; skating rink; the sale or distribution of alcoholic beverages (except as incidental to the business being operated on the PlanSouth Property); bar (a bar being defined for purposes of this Agreement as an establishment offering the sale of alcoholic beverages for consumption on the premises where such sales are not incidental to the sale of food for on-premises consumption in a bona fide

restaurant); unsupervised game room or amusement arcade; movie theater; automobile dealership or repair shop; automotive repair shop which replaces automotive engines or transmissions; billiard parlor; bowling alley; industrial manufacturing; truckstop; adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor; so-called "head shop"; body and fender shop; off-track betting parlor; health spa; "social encounter" type restaurant; or any promotion, entertainment, or amusement activities such as traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fire works, sales by transient merchants utilizing vehicles or booths, or other promotions of any nature. The sale of alcoholic beverages shall be deemed incidental if the gross sales derived from such alcoholic beverages are less than ten percent (10%) of the total gross sales derived from the business operated on each PlanSouth Parcel.

(i) No portion of the PlanSouth Property shall be used for the sale, display, lease or distribution of lumber, hardware items, plumbing supplies, electrical supplies, paint, wallpaper and wallcoverings, hard and soft flooring (including, without limitation, tile, wood flooring, rugs and carpeting), interior design services, kitchens or bathrooms or components thereof (including, without limitation, tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), indoor and outdoor lighting, window treatments (including, without limitation, draperies, curtains and blinds), cabinets, siding, ceiling fans, gardening supplies, nursery products, pool supplies, barbecue or gas grills, patio furniture and patio accessories, non-patio furniture (including, without limitation, home entertainment centers), kitchen appliances (including, without limitation, countertop small appliances and cookware), closet organizing systems, pictures or picture framing, or Christmas trees.

(j) Prior to constructing any buildings, signage, dumpsters, or other improvements on the PlanSouth Property, the owner of each PlanSouth Parcel shall deliver to the owner of the Home Depot Property (or, if there be more than one (1) owner of the Home Depot Property, then the owner of the largest area of the Home Depot Property) a final grading plan, utility plan, site plan, exterior building elevations, drainage plan, signage plan and landscape plan for each Parcel (collectively, the "Final Plans"). The Final Plans shall be subject to the prior approval by the owner of the Home Depot Property, in such owner's sole discretion.

(k) No more than one free standing sign shall be erected on each PlanSouth Parcel, which sign, including the dimensions thereof, must be approved by Home Depot. Other than the approved sign, no other poles, pennants or flags shall be permitted on the PlanSouth Property.

(l) All dumpsters shall be screened by walls made of brick or split faced block (or materials similar to the materials used to construct the building on the site, as approved by Home Depot) and shall have metal gates.

Section 3.02. Security Services for PlanSouth Property.

PlanSouth shall, at PlanSouth's sole cost and expense, implement, keep and maintain at the PlanSouth Property security services comparable as to coverage, control and responsiveness to that which would be obtained by prudent owners or operators of like enterprises in the general locale of the Property. PlanSouth acknowledges and agrees that Home Depot shall have no responsibility or obligation whatsoever to provide any security or crime prevention services for the benefit of the PlanSouth Property and PlanSouth hereby releases and agrees to hold harmless Home Depot from and against any and all liability or loss to PlanSouth, its agents, employees, contractors or invitees arising out of or in any way connected with any trespass, criminal activity, damage or injury to persons or property at the PlanSouth Property or the Home Depot Property.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01. Time of the Essence. Time is of the essence of this Agreement.

Section 4.02. Amendment. PlanSouth and Home Depot hereby agree that, except to the extent otherwise set forth herein, only upon the written consent of the parties hereto may this Agreement be amended, modified or terminated or may any of the easements or easement areas be relocated, changed, altered, diminished or expanded.

Section 4.03. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge such party from its obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

Section 4.04. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 4.05. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of PlanSouth and Home Depot and their respective successors and assigns, including successors in title. Notwithstanding the foregoing, each of PlanSouth and Home Depot (each, an "Owner") shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to the Properties or portion thereof. Upon

conveyance of the Properties or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Property, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Home Depot Property and the PlanSouth Property and shall run with title to, and be appurtenant to, such Properties.

Section 4.06. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile (provided that a copy thereof shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to PlanSouth: PlanSouth, Inc.
P.O. Box ~~250~~ 1140
Danielsville, ~~Hoschton,~~ GA ~~30548~~ 30633
Attention: John W. Purcell
Telephone Number: (770) 271-0007
Facsimile Number: (770) 271-8477

If to Home Depot: Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, Georgia 30339
Attention: Vice President - Real Estate Law
Telephone Number: (770) 433-8211
Facsimile Number: (770) 384-3042
HD Store # 1764

With a copy to: Kutak Rock LLP
Suite 2100
225 Peachtree Street, N.E.
Atlanta, GA 30303-1731
Attn: Drew Marlar, Esq.
Telephone Number: (404) 222-4688
Facsimile Number: (404) 222-4654

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

Section 4.07. Remedies. In the event an Owner fails to perform the maintenance. repair or other work required by this Agreement, or fails to perform the work in accordance with the requirements of this Agreement, or otherwise breaches the terms of this Agreement, the non-defaulting Owner may notify the defaulting Owner and shall specify the deficiencies in the work

or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then such non-defaulting Owner shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Property) or cure the breach, and recover all actual costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement, or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Property, no notice shall be required prior to the non-defaulting Owner commencing such work or commencing a cure. Any monetary amounts due and payable to the non-defaulting Owner pursuant to this Agreement shall be paid within ten (10) days from the date the defaulting Owner is notified of the amounts due. The failure to pay any amounts due pursuant to this Agreement shall not entitle such non-defaulting Owner to file a lien or claim of lien against the Property owned by the defaulting Owner.

Section 4.08. Covenants Run With the Land. All the covenants, conditions, restrictions, easements, terms and provisions hereof are and shall be deemed to be covenants running with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns. Each Owner shall be released from its obligations hereunder following the conveyance of its interest in its respective Property.

Section 4.09. Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

Section 4.10. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto.

Section 4.11. Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party hereto.

Section 4.12. Governing Law. This Agreement shall be construed in accordance with the laws of the State in which the Properties are located, without regard to conflicts laws or choice of law rules thereof

Section 4.13. Estoppel Certificates. Upon the request of any party hereto, the other parties shall issue to any party designated by the requesting party an appropriate certificate certifying whether the party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that party's knowledge,

this Agreement is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying party based upon facts contrary to the certificate of which that party had knowledge at the time of making the certificate. The certificate shall not subject the party furnishing the certificate to any liability for any inaccurate statement which such party in good faith believed was correct when made or any obligation to correct or disclose any change in the information certified.

Section 4.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

Section 4.15. Term. This Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by applicable law, and if not permitted by applicable law to exist in perpetuity, shall exist for the longest duration permitted thereby.

[The remainder of this page is intentionally left blank.]

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

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

JAMES H. MORGENSTERN
MY COMMISSION EXPIRES
OCT 22 2008
JACKSON COUNTY, GA.
NOTARY PUBLIC

PLANSOUTH, INC.,
a Georgia corporation

By: _____

Name: JOHN W. RIGGS

Title: PRESIDENT

[CORPORATE SEAL]

SEAL

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date: March 5, 2007

[NOTARIAL SEAL]

IVELISSE GUADALUPE NOTARY EXPIRES GEORGIA MARCH 5, 2007 PUBLIC DeKalb County

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____ DEC 2 0 2005

Name: **Jeff Israel**

Title: **Director - Legal**

[CORPORATE SEAL]

HOME DEPOT U.S.A., INC. CORPORATE SEAL DELAWARE

EXHIBIT "A"

PlanSouth Property

Tract 1:

All that tract or parcel of land lying and being in the 208th G.M.D. of Banks County, Georgia and being more particularly described as follows:

Commencing at the southerly 80 foot right-of-way of East Ridgeway Road and the Westerly right-of-way of Steven B. Tanger Boulevard (right-of-way varies); THENCE along said southerly right-of-way of East Ridgeway Road North 77 degrees 16 minutes 49 seconds West for a distance of 357.68 feet to a point, said point being a 1/2-inch rebar pin set; THENCE leaving said right-of-way of East Ridgeway Road South 38 decrees 01 minutes 25 seconds West for a distance of 192.56 feet to a point, said point being a 1/2-inch rebar pin set and THE TRUE POINT OF BEGINNING;

THENCE South 54 degrees 06 minutes 27 seconds East for a distance of 258.22 feet to a point, said point being a 1/2-inch rebar pin set; THENCE South 38 degrees 01 minutes 25 seconds West for a distance of 202.16 feet to a point, said point, being a 1/2-inch rebar pin set; THENCE North 51 degrees 58 minutes 35 seconds West for a distance of 216.54 feet to a point, said point being a 1/2-inch rebar pin set; THENCE North 06 degrees 58 minutes 35 seconds West for a distance of 58.69 feet to a point, said point being a 1/2-inch rebar pin set; THENCE North 38 degrees 01 minutes 25 seconds East for a distance of 151.06 feet to a point, said point being a 1/2-inch rebar pin set and THE TRUE POINT OF BEGINNING.
Said property contains 1.1493 acres more or less.

(continues on subsequent page)

TOGETHER WITH:

Tract 2:

All that tract or parcel of land lying and being in the 208th G.M.D. of Banks County, Georgia and being more particularly described as follows:

Commencing at the southerly 80 foot right-of-way of East Ridgeway Road and the Westerly right-of-way of Steven B. Tanger Boulevard (right-of-way varies); THENCE along said southerly right-of-way of East Ridgeway Road North 77 degrees 16 minutes 49 seconds West for a distance of 175.86 feet to a point, said point being a P.K. nail found and THE TRUE POINT OF BEGINNING;

THENCE leaving said right-of-way of East Ridgeway Road South 12 degrees 43 minutes 11 seconds West for a distance of 62.50 feet to a point, said point, being a nail set in asphalt; THENCE North 80 degrees 14 minutes 55 seconds West for a distance of 48.93 feet to a point, said point being a 1/2-inch rebar pin set; THENCE South 09 degrees 45 minutes 05 seconds West for a distance of 128.72 feet to a point, said point being a 1/2-inch rebar pin set; THENCE South 01 degrees 26 minutes 04 seconds East for a distance of 77.23 feet to a point, said point being a 5/8-inch rebar pin found; THENCE South 38 degrees 01 minutes 25 seconds West for a distance of 8.00 feet to a point, said point being a 1/2-inch rebar pin set; THENCE North 54 degrees 06 minutes 27 seconds West for a distance of 258.22 feet to a point, said point being a 1/2-inch rebar pin set; THENCE North 38 degrees 01 minutes 25 seconds East for a distance of 192.56 feet to a point, said point being a 1/2-inch rebar pin set on the southerly right-of-way of East Ridgeway Road (80' R/W); THENCE along said right-of-way of East Ridgeway Road South 77 degrees 16 minutes 49 seconds East for a distance of 181.82 feet to a point, said point being a P.K. nail found and THE TRUE POINT OF BEGINNING; Said property contains 1.0341 acres more or less.

Said tracts shown as Outlot 1 and Outlot 2, respectively, by that certain ALTA/ACSM Land Title Survey for PlanSouth, Inc., Home Depot U.S.A., Inc. and Fidelity National Title Insurance Company dated August 24, 2005 with a seal dated December 6, 2005 by Mark Veal, RLS, Anthony Mark Veal, Registered Land Surveyor Number 2651, Job No. 05058, being the survey recorded at Plat Book F, Page 26 (26) in the records of the Superior Court of Banks County, Georgia.

4847-6145-0752.5
Commerce, GA
Store 1764/RE: 2005-017857

EXHIBIT "B"

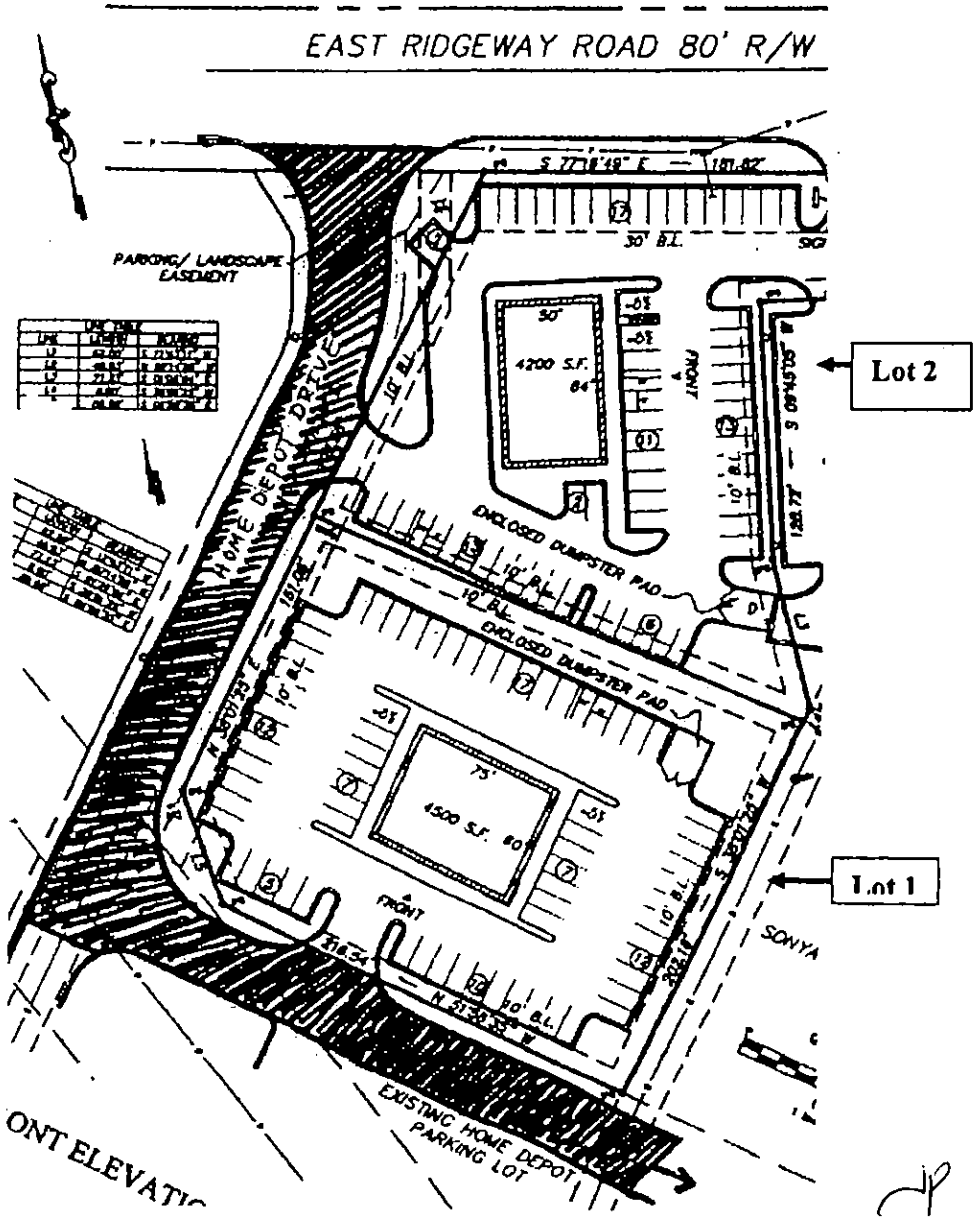
Home Depot Property

All that tract or parcel of land lying and being in the 208th GMD, Banks County, Georgia, being shown and depicted as the "Home Depot Tract, 15,167 Acres, 660,677 sf" on that certain Subdivision Plat for Home Depot U.S.A., Inc., dated November 15, 2002 and last revised November 25, 2003, prepared by GeoSurvey, Ltd. and bearing the seal of Jamey R. Coleman, Georgia Registered Land Surveyor No. 2798, filed December 5, 2003 and recorded in Plat Book E, Pages 8 and 9, records of the Superior Court of Banks County, Georgia.

EXHIBIT "C"

PlanSouth Access Easement Area

East Ridgeway Road Access:



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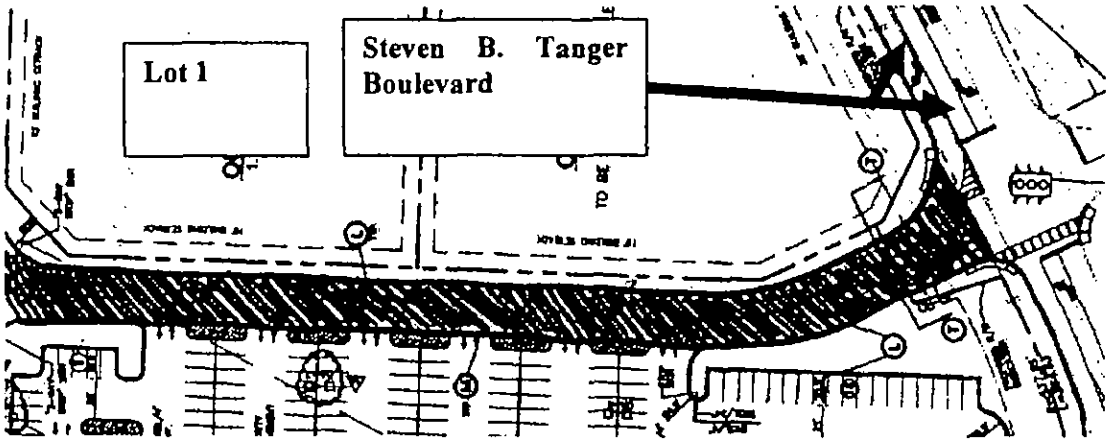
Commerce, GA
Store 1764/RE: 2005-017857

EXHIBIT "C"

PlanSouth Access Easement Area

(continued from previous page)

Steven B. Tanger Boulevard Access:



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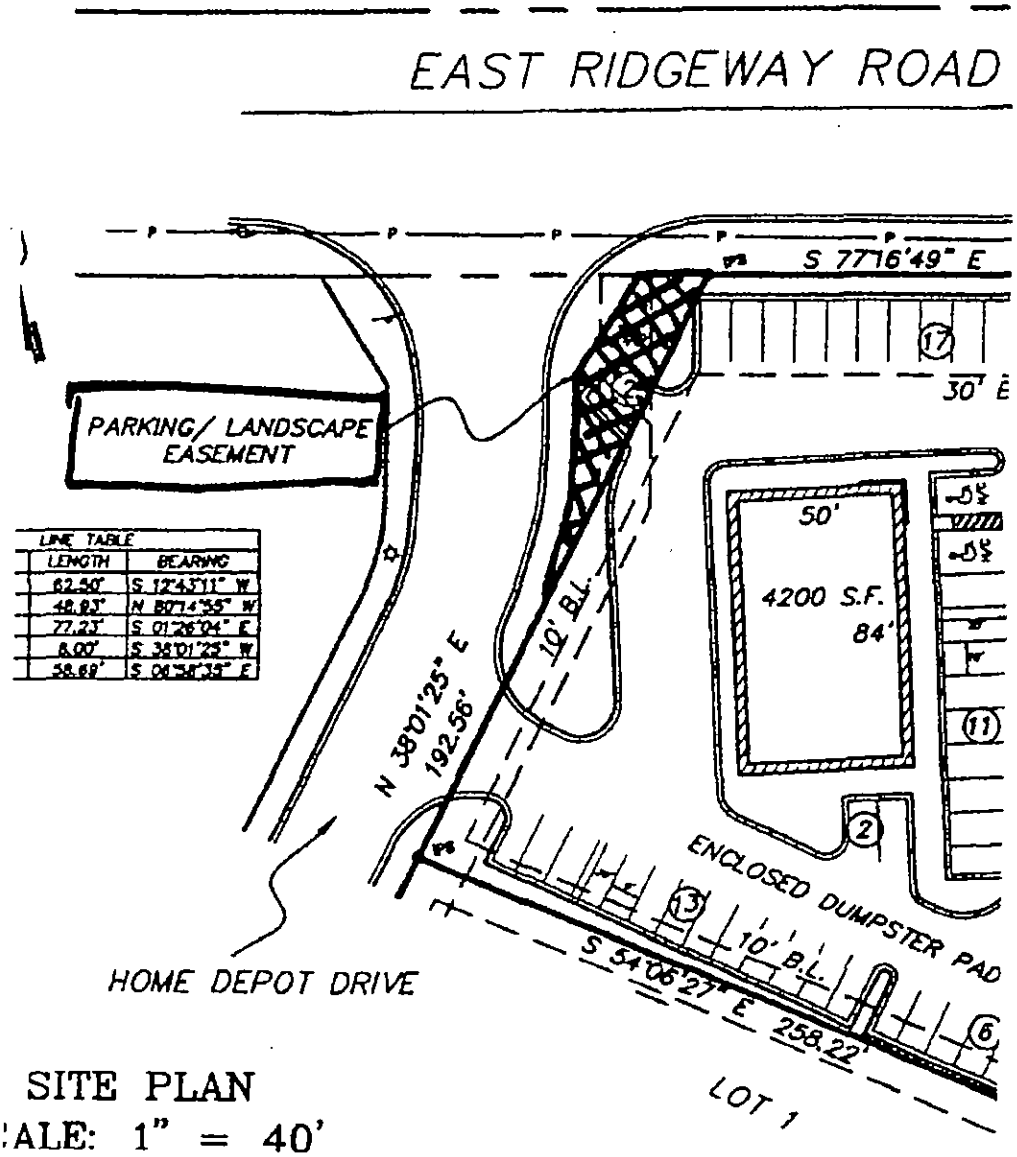
Commerce, GA
Store 1764/RE: 2005-017857

EXHIBIT "D"

PlanSouth Parking and Landscaping Easement Area

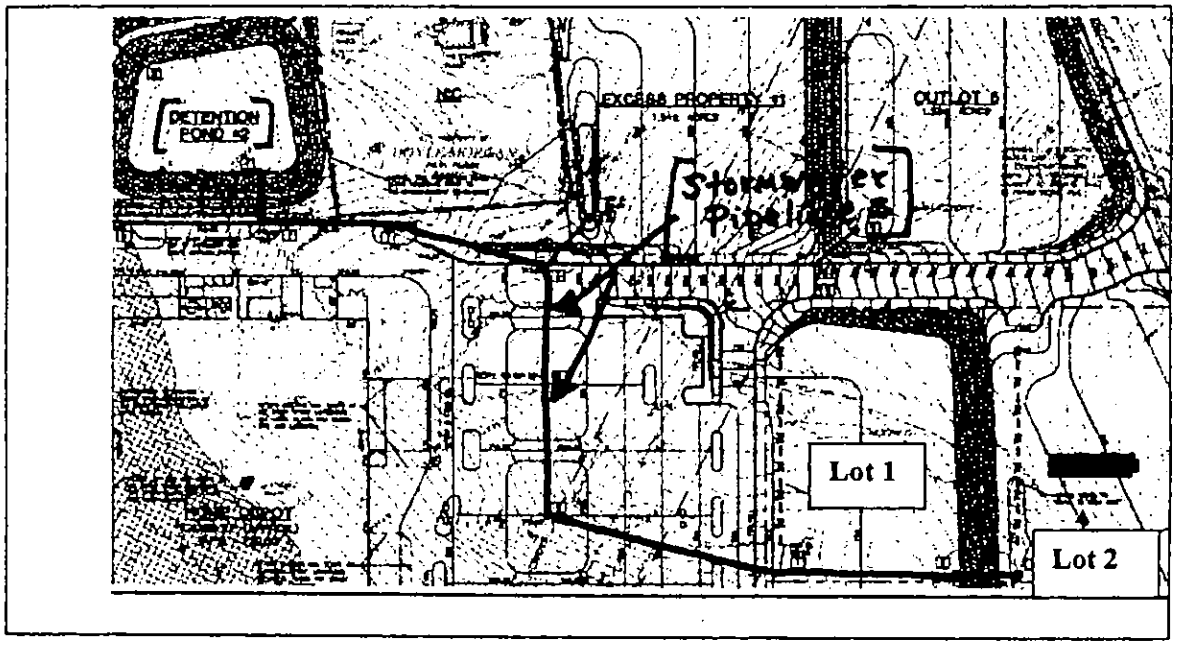


SITE PLAN
SCALE: 1" = 40'

4847-6145-0752.5
Commerce, GA
Store 1764/RE: 2005-017857

EXHIBIT "E"

Stormwater Pipelines and Detention Pond



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