

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Victoria Heights Condominium

All that certain tract or parcel of land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

**Commencing** at a ½" rebar found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running North 89 degrees, 25 minutes, 25 seconds West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the northerly line of n/f Steve and Alice Bostic to a ½" rebar found in the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence along the northeasterly line of Lots 21, 22 and 24 of Wildercliff, Unit II North 34 degrees 42 minutes 36 seconds West, 844.37 feet to a ½" rebar found; thence The next (2) courses and distances along the northeasterly line of Lot 21: North 23 degrees, 12 minutes, 36 seconds West, 452.18 feet to a point, and North 18 degrees, 16 minutes, 07 seconds West, 210.90 feet to a point in the easterly line of the Chattahoochee River; thence North 17 degrees, 02 minutes, 29 seconds East, 315.51 feet along the easterly line of the Chattahoochee River to a point, corner to n/f Georgia Power Company (Bull Sluice), as described in Deed Book 14570, Pages 107 through 119; thence North 68 degrees, 58 minutes, 33 seconds East, 1,780.61 feet along the southeasterly line of n/f Georgia Power Company and n/f Fulton County to a ½" rebar found; thence South 74 degrees 14 minutes 13 seconds East, 1320.69 feet to a point, said point being **The Point of Beginning**; thence:

1. South 74 degrees 14 minutes 13 seconds East, 1564.72 feet along the southwesterly line of n/f Fulton County to a ½" rebar found, corner to n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991; thence
2. South 14 degrees 22 minutes 50 seconds West, 753.33 feet along the westerly line of n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, to a point; thence
3. Along the arc of a curve to the left a distance of 100.00 feet (said arc having a radius of 810.00 feet and being subtended by a chord with a bearing of North 74 degrees 02 minutes 44 seconds West and a distance of 99.94 feet) to a point; thence
4. North 77 degrees 34 minutes 57 seconds West, 128.79 feet to a point; thence
5. North 61 degrees 50 minutes 06 seconds West, 154.26 feet to a point; thence

6. Along the arc of a curve to the right a distance of 81.36 feet (said arc having a radius of 561.74 feet and being subtended by a chord with a bearing of North 54 degrees 43 minutes 51 seconds West and a distance of 81.29 feet) to a point; thence
7. Along the arc of a curve to the right a distance of 62.61 feet (said arc having a radius of 152.38 feet and being subtended by a chord with a bearing of North 39 degrees 15 minutes 08 seconds West and a distance of 62.17 feet) to a point; thence
8. North 18 degrees 37 minutes 44 seconds West, 87.63 feet to a point; thence
9. Along the arc of a curve to the left a distance of 137.25 feet (said arc having a radius of 204.23 feet and being subtended by a chord with a bearing of North 39 degrees 20 minutes 20 seconds West and a distance of 134.69 feet) to a point; thence
10. Along the arc of a curve to the left a distance of 141.41 feet (said arc having a radius of 398.10 feet and being subtended by a chord with a bearing of North 69 degrees 37 minutes 34 seconds West and a distance of 140.67 feet) to a point; thence
11. North 05 degrees 38 minutes 49 seconds West, 94.01 feet to a point; thence
12. South 89 degrees 46 minutes 24 seconds West, 372.03 feet to a point; thence
13. South 36 degrees 52 minutes 22 seconds West, 29.99 feet to a point; thence
14. Along the arc of a curve to the left a distance of 124.68 feet (said arc having a radius of 255.00 feet and being subtended by a chord with a bearing of North 67 degrees 08 minutes 09 seconds West and a distance of 123.44 feet) to a point; thence
15. North 25 degrees 19 minutes 10 seconds West, 421.90 feet; thence
16. North 22 degrees 50 minutes 44 seconds East, 215.00 feet to **The Point of Beginning.**

Said tract or parcel of land contains 20.29 acres.

Deed Book 40003 Pg 421  
Filed and Recorded May-13-2005 05:29am  
2005-0177384  
Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

PLEASE RECORD AND RETURN TO:

JODY R. MADDOCK  
FIRST AMERICAN TITLE INSURANCE COMPANY  
NATIONAL COMMERCIAL SERVICES  
5775 GLENRIDGE DRIVE, SUITE A-240  
ATLANTA, GEORGIA 30328  
FILE NO.: NCS 140333

Prepared by and return to:  
Paul A. Lester, Esq.  
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201 Alhambra Circle  
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CROSS REFERENCE: DEED  
BOOK 29233, PAGE 84 FULTON  
COUNTY, GEORGIA RECORDS

**AMENDED AND RESTATED DECLARATION  
OF CROSS-ACCESS AND USE EASEMENTS**

**THIS AMENDED AND RESTATED DECLARATION OF CROSS-ACCESS AND USE EASEMENTS** (this "Declaration") is made, executed and effective as of this 12<sup>th</sup> day of May 2005, by and between **KINGS MORGAN FALLS APARTMENTS, LLC**, a Georgia limited liability company (the "Apartment Parcels Owner"), whose address is 825 Parkway Street – Suite 4 Parkway Plaza, Jupiter, Florida 33477 and **KINGS SANTA FE TOWNHOMES, LLC**, a Georgia limited liability company, whose address is 825 Parkway Street – Suite 4 Parkway Plaza, Jupiter, Florida 33477 (the "Condominium Parcel Owner").

**WITNESSETH:**

**WHEREAS**, LBK, L.P., a Delaware limited partnership ("LBK") entered into that certain Declaration of Cross-Access and Use Easements, dated June 28, 2000, and filed for record July 5, 2000, and recorded in Deed Book 29233, Page 84, Fulton County, Georgia records (the "Original Declaration") with respect to the Morgan Falls property (as defined in the Original Declaration).

**WHEREAS**, the Apartment Parcels Owner and the Condominium Parcel Owner have purchased the Morgan Falls property from LBK;

**WHEREAS**, in connection with the purchase of this property, the Apartment Parcels Owner and the Condominium Parcel Owner desire to amend and restate the Original Declaration pursuant to the terms of this Declaration; and

**WHEREAS**, this Declaration shall be recorded among the official public records of Fulton County, Georgia.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein set forth, the mutual benefits to be realized by the respective owners and their successors and assigns and for other good and valuable considerations, receipt of which are hereby acknowledged, it is **DECLARED AND AGREED** that the Original Declaration is amended and restated in its entirety as follows:

1. Definitions. The following terms, whenever used in this Declaration, shall have the meaning hereinafter set forth:

1.1 Cimarron Tract shall mean and refer to that certain real property described on Exhibit C which is attached hereto.

1.2 Cimarron Tract Owner shall mean and refer to the Tract Owner of the Cimarron Tract.

1.3 Community Facilities shall mean and refer to the following portion of Morgan Falls (as defined herein), which now or hereafter shall be utilized as follows, together with all furniture, fixtures, equipment, facilities, improvements, and personal property of any kind now or hereafter located thereon or used in connection therewith (including, without limitation, golf carts; computers, fax machines and printers and audio/video equipment in the "Leasing Office", as defined below; and exercise equipment in the Leasing Office) (collectively, the "Associated Personal Property"):

(i) streets and accessways, including, without limitation, the Roadway Tract, including street lighting thereon and any entrance or exit gates associated therewith and any landscaping associated therewith ("Vehicular Streets");

(ii) lakes and/or water management systems ("Waterways and Docks"), which water management systems shall include all lakes, ponds, channels, canals, and various appurtenances, such as culverts and spillways between canals or lakes, docks (including the fishing pier (the "Fishing Pier") at the Cimarron Tract which extends into the lake contiguous with the Monterey Tract, and the Cimarron Tract (the "Lake") and the deck (the "Deck") associated with the Leasing Office), fountains and decorative improvements (including the fountain (the "Lake Fountain") located in the Morgan Falls Lake), landscaping and/or buffer areas between or near such lakes, canals or channels;

- (iii) bicycle/pedestrian paths, nature trails, pathways, and walkways, including street lighting thereon ("Trails and Ways");
- (iv) the volleyball court located on the Monterey Tract (the "Volleyball Court");
- (v) the respective recreation/clubhouse buildings, with associated swimming pools and related amenities, located on the Monterey Tract, and the Cimarron Tract (the "Clubhouses");
- (vi) tennis courts located on the Cimarron Tract (the "Tennis Courts");
- (vii) the vacant building on the Cimarron Tract formerly used as a leasing office and business center (the "Vacant Building");
- (viii) the leasing and management office and associated fitness center, business center and theater located on the Cimarron Tract (the "Leasing Office");
- (ix) the free standing maintenance and storage building located on the Santa Fe Tract (the "Maintenance Building");
- (x) any retail establishments located or to be built on any of the Tracts ("Retail Shops");
- (xi) Intentionally Omitted;
- (xii) the car wash located on the Cimarron Tract and related amenities (the "Car Wash"); and
- (xiii) the monument sign located at the intersection of Roswell Road and the Roadway Tract (the "Monument Sign");

it being expressly understood that Apartment Parcels Owner and the Santa Fe Tract Owner reserve the right, in their sole discretion, to increase the size, scope and quantity of the above described improvements located or to be in Morgan Falls or Santa Fe, to change the use of any such improvements, to reconfigure, re-model and make improvements to any such improvements, to remove such improvements once built and to relocate any such improvements located or to be built in Morgan Falls or Santa Fe, and that neither the Apartment Parcels Owner nor the Santa Fe Tract Owner is obligated to develop or build any such improvement not built on the date hereof.

1.4 Declaration shall mean and refer to this Declaration.

1.5 Intentionally Omitted.

1.6 Leasing Office Tract shall mean and refer to that certain real property described on Exhibit F which is attached hereto.

1.7 Leasing Office Tract Owner shall mean and refer to the Tract Owner of the Leasing Office Tract.

1.8 Monterey Tract shall mean and refer to that certain real property described on Exhibit D which is attached hereto.

1.9 Monterey Tract Owner shall mean and refer to the Tract Owner of the Monterey Tract.

1.10 Morgan Falls shall mean and refer to that certain real property described on Exhibit A which is attached hereto.

1.11 Mortgage of Record shall mean and refer to any deed to secure debt, mortgage or similar security instrument held by a Mortgagee of Record.

1.12 Mortgagee of Record shall mean each grantee, beneficiary or secured party under each deed to secure debt, mortgagor similar security instrument encumbering all or any portion of Morgan Falls or the Santa Fe Tract.

1.13 Intentionally Omitted.

1.14 Roadway Tract shall mean and refer to that certain real property described on Exhibit E which is attached hereto.

1.15 Santa Fe Tract shall mean and refer to that certain real property described on Exhibit B which is attached hereto.

1.16 Santa Fe Tract Owner shall mean and refer to the Tract Owner of the Santa Fe Tract.

1.17 Tract shall mean and refer to any one of the Santa Fe Tract, the Cimarron Tract or the Monterey Tract.

1.18 Tract Owner shall mean and refer to the record owner from time to time, whether one or more persons or entities, of the fee simple title to any Tract, including any contract seller, but excluding any person or entity who holds such interest merely as security for the performance of an obligation.

1.19 Unit shall mean and refer to any residential living unit (whether apartment buildings, condominium buildings, cooperative buildings or other form of ownership) located in Morgan Falls or the Santa Fe Tract, for which a Certificate of Occupancy has been issued, either presently existing or hereafter constructed, regardless of the form of ownership thereof.

2. Maintenance Covenants.

2.1 Each Tract Owner shall have the following duties, powers and obligations with respect to the Community Facilities and Associated Personal Property located on the Tract owned by such Tract Owner; to be performed at such Tract Owner's sole cost and expense:

2.1.1 To operate and maintain in good order and repair all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs and cables) of any street lighting system, which parts are now or hereafter installed on or about any portion of any of the Vehicular Streets Tract located on such Tract Owner's Tract, and to make all repairs, replacements and renewals necessary to so maintain the same and to operate and to pay all costs of operating the same, including but not limited to, costs of electricity and other utilities.

2.1.2 To operate and to maintain in good order and repair the Volleyball Court, the Clubhouses, the Tennis Courts, the Vacant Building, the Leasing Office, the Maintenance Building, the Santa Fe Fitness Center, the Car Wash, the Trails and Ways, the Fishing Pier, the Deck and the Lake Fountain, and all personal property associated therewith (including, but not limited to, all golf carts, computers, fax machines, printers and exercise equipment) (except with respect to the Lake which shall be the sole responsibility of the Cimarron Tract Owner), and to make any repairs replacements and renewals necessary to so maintain the same, and to negotiate and enter into any contracts deemed by the Tract Owner necessary or desirable in connection with the operation, maintenance, repair, replacement and/or renewal of the same, and to pay all costs associated with the operation of the same, including, but not limited to, electricity and other utilities, staffing, and maintenance contracts.

2.1.3 To operate and maintain in good order and repair all parts (including, but not limited to wells, pumps, sprinkler systems, sprinkler heads, cables and water supply systems) of any sprinkler system, which parts are now or hereafter installed on or about any portion of the Community Facilities located on such Tract Owner's Tract, and to make all repairs, replacements and renewals necessary to so maintain the same and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity and other utilities.

2.1.4 To provide maintenance and repair with respect to all landscaping, trees, shrub care and replacement and to repair and replace any and all sprinkler pipes and heads serving same, with respect to the Community Facilities located on such Tract Owner's Tract.

2.1.5 To maintain in clean and sanitary condition and good order and repair all Clubhouses, Tennis Courts, the Vacant Building, the Leasing Office, the Maintenance Building, the Santa Fe Fitness Center, the Car Wash, the Trails and Ways, the Fishing Pier, the Deck, the Lake Fountain and the Waterways and Docks and all personal property associated therewith located on such Tract Owner's Tract, including, but not limited to, all landscaping associated therewith (except with respect to the Lake which shall be the sole responsibility of the Cimarron Tract Owner), and to make all repairs, replacements and/or renewals to same which are necessary to so maintain them.

2.1.6 To operate and to maintain in good order and repair the Roadway Tract, any landscaping associated therewith, any entrance/exit gates and kiosks associated therewith and all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs and cables) of any street lighting system, which parts are now or hereafter installed on or about any portion of any of the Roadway Tract, and the Monument Sign, and to make any repairs, replacements and renewals necessary to so maintain the same, and to operate and, subject to Article 4 hereof, to pay all costs of operating the same, including but not limited to, costs of electricity and other utilities.

2.1.7 To secure or maintain policies of insurance against claims for personal injury (including death) or property damage arising out of the actions of the Tract Owner in performing its duties as established by this Declaration (including, but not limited to insurance with respect to the Tract Owner's maintenance and repair of the Roadway Tract and Community Facilities) which policies shall be in such reasonable amounts as the Tract Owner shall, from time to time, determine, and which policies shall name the Tract Owner, its officers, directors employees and agents (including, but not limited to any management firm or firms engaged by the Tract Owner) as insureds, and further shall name each Mortgagee of Record as an additional insured.

### 3. Easements.

3.1 Use Easements. Each Tract Owner, for itself, its tenants, agents, independent contractors and invitees, shall have and is hereby granted a permanent and perpetual and non-exclusive easement for the use of the Leasing Office Tract, Maintenance Building, Roadway Tract, and the Monument Sign, such permanent, perpetual and non-exclusive easement being in common with all other Tract Owners and, except with respect to the Monument Sign and the Maintenance Building, their respective tenants, agents, independent contractors and invitees (which rights shall also inure to the benefit of any Mortgagee of Record of any particular Tract or Tracts). In addition (i) the Monterey Tract Owner hereby reserves unto itself, and grants to the Cimarron Tract Owner, its tenants, agents, independent contractors and invitees, a permanent, perpetual and non-exclusive easement, in common with all such persons and entities, on a first come, first serve basis, to use all of the



Community Facilities located on the Monterey Tract and Associated Personal Property, and (ii) the Cimarron Tract Owner hereby reserves unto itself, and grants to the Monterey Tract Owner, its agents, independent contractors and invitees, a permanent, perpetual and non-exclusive easement, in common with all such persons and entities, on a first come, first serve basis, to use all of the Community Facilities located on the Cimarron Tract and Associated Personal Property. The easements reserved and granted herein shall be subject to the following:

3.1.1 The right and obligation of the respective Tract Owners, as applicable, to protect, repair, maintain and operate the Community Facilities, as set forth in this Declaration;

3.1.2 All the terms, covenants, conditions, restrictions and provisions of this Declaration; and

3.1.3 Rules and regulations adopted by each Tract Owner governing the use and enjoyment of the Community Facilities and any and all restrictions contained on any and all plats of all or any part or parts of the Morgan Falls or any of the Tracts.

3.2 Sign Easement. Each Tract Owner shall have, and is hereby granted, a permanent and perpetual and non-exclusive easement, in common with all other Tract Owners, over and across all portions of Morgan Falls and the Santa Fe Tract to the extent necessary to erect, repair, replace, maintain and relocate the following signs: (i) no more than two (2) identification signs (no larger than 2' by 4') along the Roadway Tract, and (ii) no more than one directional sign (no larger than 1' by 2') at the intersection of the Roadway Tract with the roads into the Santa Fe Tract and the Monterey Tract.

3.3 Intentionally Omitted.

3.4 Easement Appurtenant. The easements provided in Paragraphs 3.1 and 3.2 hereof shall be appurtenant to and shall pass with the title to each Tract.

3.5 Utility Easements. The Community Facilities shall be subject to all valid public and private utility easements affecting all or any portion of Morgan Falls.

4. Covenants for Maintenance Assessments of the Roadway Tract.

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Tract Owner, by acceptance of a deed therefor or other instrument of conveyance for such Tract (whether or not it shall be so expressed in any such deed or other instrument of conveyance), including any purchaser at a judicial sale or other foreclosure sale, shall hereafter be deemed to covenant and agree to pay its pro rata portion of all maintenance and repair costs for the Roadway Tract and Leasing Office Tract in accordance with the provisions hereof. All such assessments, together with interest thereon from the due date at the rate of eighteen percent

(18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on and a continuing lien upon the Tract(s) against which each such assessment is made, and shall also be the continuing personal obligation of the Tract Owner. No Tract Owner may waive or otherwise escape liability for the assessments provided for herein, whether by non-use of the Roadway Tract or the Leasing Office Tract, abandonment or otherwise. Each Tract shall be assessed, and each Tract Owner shall be responsible for, a percentage share of the overall costs of all maintenance and repair costs of the improvements located on the Roadway Tract and the Leasing Office Tract arising hereunder from time to time, based upon a fraction, the numerator of which shall be the number of Units located within the particular Tract, and the denominator of which shall be the total number of Units located within Morgan Falls and the Santa Fe Tract.

4.2 Purpose of Assessments. Annual and special assessments shall be used exclusively to pay and/or reimburse the Apartment Parcels Owner for costs incurred in performance of the provisions set forth in Section 2.1 hereof or as otherwise incumbent upon the Apartment Parcels Owner under this Declaration for maintenance and repair of the improvements located on the Roadway Tract and the Leasing Office Tract.

4.3 Assessments Set by the Apartment Parcels Owner. The Apartment Parcels Owner shall fix the annual assessment in accordance with Section 4.1 above during each year while this Declaration is in effect, which assessment shall be in amounts determined in accordance with the projected financial needs of the Apartment Parcels Owner in connection with performance of its duties and obligations set forth in Section 2.1 for maintenance and repair of the Roadway Tract and the Leasing Office Tract hereof, as to which the decision of the Apartment Parcels Owner shall be final and dispositive.

4.4 Special Assessments for Major Repairs. In addition to any annual assessments, the Apartment Parcels Owner may (if the need for same is determined by the Apartment Parcels Owner to exist) levy in any assessment year special assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement with respect to the Roadway Tract and the Leasing Office Tract.

4.5 Date of Commencement of Annual Assessments; Due Date. The assessments for which provision is herein made shall commence to accrue on the date or dates (which shall be the first day of a month) fixed by the Apartment Parcels Owner to be the date of commencement. The payment due date of any assessment shall be fixed by the Apartment Parcels Owner, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments as determined by the Apartment Parcels Owner.

4.6 Duties of the Apartment Parcels Owner. The Apartment Parcels Owner shall fix the date of commencement and the amount of the assessment against each Tract for each assessment period at least thirty (30) days in advance of such date or period. Written notice

of the assessment shall be sent to every Tract Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

4.7 Assessment Certificate. The Apartment Parcels Owner shall, upon demand at any time, furnish to any Tract Owner liable for said assessment a certificate in writing, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.8 Effect of Non-Payment of Assessment.

4.8.1 The lien of the Apartment Parcels Owner shall be effective from and after recording, in the Public Records of Fulton County, Georgia, a claim of lien stating the description of the Tract encumbered thereby, the name of the Tract Owner, the amount due and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, including all costs incurred and reasonable attorney fees, the same shall be released of record by the Apartment Parcels Owner.

4.8.2 If the assessment is not paid within thirty (30) days after the delinquency date, as set by the Apartment Parcels Owner as hereinabove provided, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Apartment Parcels Owner may at any time thereafter bring an action in the nature of foreclosure in the same manner as that in which a deed to secure debt or mortgage on real property is foreclosed, and/or a suit on the personal obligation against the Tract Owner(s), and there shall be added to the amount of such assessment all costs incurred to date, including any applicable late charges, and the cost of preparing and filing the complaint in such action, including reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

4.9 Effect of Foreclosure Judicial Sale or Conveyance in Lieu Thereof. In the event that any Mortgagee of Record shall acquire title to any Tract by virtue of any foreclosure sale, judicial sale, or voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall not be liable for the assessments pertaining to the Tract which became due prior to such acquisition, unless the assessment due has been secured by a claim of lien for assessment that is recorded prior to the recording of the mortgage being foreclosed and shall, except as aforesaid, only be liable and obligated for assessments as shall accrue and become due and payable as to such Tract subsequent to the date of acquisition of such title. Nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment against such party by means other than foreclosure.

5. General Provisions.

5.1 Duration. This Declaration shall run with and bind all of the property within Morgan Falls and the Santa Fe Tract and shall inure to the benefit of and be enforceable by any Tract Owner, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date the Original Declaration was recorded, after which time said Declaration shall automatically be extended for successive periods of twenty (20) years unless an instrument signed by the then owners of two-thirds (2/3) of the Units has been recorded, terminating said Declaration.

5.2 Self-Help Remedy. In the event any Tract Owner shall fail to perform its obligations under Section 2.2 of this Declaration, in addition to any other remedies permitted in this Declaration, at law or in equity, any other Tract Owner may enter upon the Tract in violation of this Declaration and cure such violation, provided, such curing Tract Owner, as applicable (the "Curing Party"), first delivers written notice of such violation to the defaulting Tract Owner (with copies delivered to all other Tract Owners) not less than fifteen (15) days prior to commencing such cure. In such event, the defaulting Tract Owner shall pay to the Curing Party, on or before the date which is five (5) days after delivery of written demand therefor, the costs and expenses so incurred by the Curing Party in connection with such cure. Such demanded amounts shall bear interest at the highest rate permitted by applicable law from the date of termination of such 5 day period until paid. Each Tract Owner shall have, and is hereby granted, a permanent and perpetual and non-exclusive easement, in common with all Tract Owners, over and across all portions of Morgan Falls and the Santa Fe Tract to the extent necessary to exercise its curative rights set forth in this Section 5.2.

5.3 Equitable Remedies. Violation or breach of any condition, covenant, or restriction herein contained, which shall include the rules and regulations promulgated in accordance herewith, shall give, any non-defaulting Tract Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants, or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Tract Owner(s) which are defendants in such an action, provided such proceeding results in a finding that such Tract Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorney's fees incurred by any non-defaulting Tract Owners in seeking such enforcement.

5.4 Notices. Any notice required to be sent to any Tract Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or when mailed, postage paid, to the last known address of the person who appears as Tract Owner on either the records of the Public Records of Fulton County, Georgia, at the time of such mailing.

5.5 Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.6 Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Tract Owners owning not less than two-thirds (2/3) of the Units. In addition, any amendment made pursuant to this paragraph shall require the express written joinder and consent of each Mortgagee of Record.

5.7 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

5.8 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Fulton County, Georgia.

5.9 Successors in Interest. All of the rights of the Tract Owner herein contained shall accrue to the benefit of and be enforceable by any successor in interest of the Tract Owner or by any Mortgagee of Record acquiring title to any of any Tract Owner's property by foreclosing its mortgage or by a deed in lieu of foreclosure (as to the portion of Morgan Falls or Santa Fe Tract owned by any such successor in interest or Mortgagee of Record).

5.10 Usury Savings Clause. The provisions of this Declaration are hereby limited so that in no event shall the amount paid, or agreed to be paid to any person or entity for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein exceed the maximum rate of interest permitted by applicable (the "Maximum Rate"). If any circumstance otherwise would cause the amount paid to exceed the Maximum Rate, the amount so paid or agreed to be paid shall be reduced to the Maximum Rate, and if any person or entity ever receives interest which otherwise would exceed the Maximum Rate, such amount which would be excessive interest shall be applied to the reduction of the non-interest amount so owed to such person or entity and not to the payment of interest, and any remaining balance after such application shall be refunded to the person paying such amount. In determining whether the interest paid or agreed to be paid hereunder exceeds the Maximum Rate, all sums paid or agreed to be paid to any person or entity hereunder for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein shall, to the extent permitted by applicable law, (i) be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout such term, (ii) be characterized as a fee, expense or other charge other than interest, and (iii) exclude any voluntary prepayments and the effects thereof. The terms and provisions of this Section 5.10 shall control and supersede every other provision of all agreements between or among the Tract Owners in conflict herewith.

5.11 Time of the Essence. Time is of the essence with respect to the performance of all the obligations, covenants and provisions of this Declaration.

5.12 Multiple Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be an original counterpart, but all of which, together, shall constitute one agreement.

5.13 Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Apartment Parcels Owner and the Condominium Parcel Owner have set their respective hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of: **APARTMENT PARCELS OWNER:**

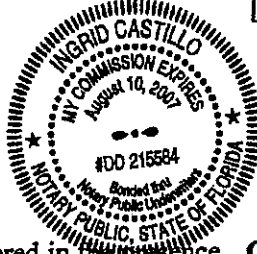
Jose Tabares  
Unofficial Witness Jose Tabares  
Ingrid Castillo  
Notary Public

KINGS MORGAN FALLS APARTMENTS, LLC, a Georgia limited liability company

By: Paul A. Lester  
Manager

[SEAL]

NOTARY SEAL



Signed, sealed and delivered in the presence of: **CONDOMINIUM PARCEL OWNER:**

Jose Tabares  
Unofficial Witness Jose Tabares  
Ingrid Castillo  
Notary Public

KINGS SANTA FE TOWNHOMES, LLC, a Georgia limited liability company

By: Paul A. Lester  
Manager

[SEAL]

NOTARY SEAL



**JOINDER AND CONSENT OF MORTGAGEE TO AMENDED AND RESTATED  
DECLARATION OF CROSS-ACCESS AND USE EASEMENTS**

Merrill Lynch Capital Services, Inc. and Merrill Lynch Portfolio Management, Inc. (collectively, the "Mortgagee"), the owner and holder of (a) that certain Second Deed to Secure Debt, Security Agreement and Fixture Filing to Lehman Brothers Inc., a Delaware corporation, dated September 25, 1997, filed September 26, 1997, and recorded in Deed Book 23178, Page 38, of the Fulton County Georgia records; as affected by that certain Subordination Agreement between Housing Authority of Fulton County, Georgia and Merrill Lynch Capital Services, Inc., a Delaware corporation, dated November 12, 1998, filed November 17, 1998, and recorded in Deed Book 25587, Page 260, aforesaid records; as assigned by that certain Assignment of Deed to Secure Debt from Lehman Brothers, Inc., a Delaware corporation to Merrill Lynch Capital Services Inc., a Delaware corporation, filed July 15, 1998, and recorded in Deed Book 24767, Page 55, aforesaid records; and as assigned by that certain Assignment of Obligations and Deed to Secure Debt in favor of Merrill Lynch Capital Services, Inc. and Merrill Lynch Portfolio Management, Inc., filed April 23, 2002, and recorded in Deed Book 32253, Page 287 aforesaid records, as affected by that certain Assignment and Modification of Deed to Secure Debt and Other Related Documents between Kings Morgan Falls Apartments, LLC, LBK, L.P., Merrill Lynch Capital Services, Inc. and Merrill Lynch Portfolio Management, Inc. dated of even date herewith; and (b) that certain Third Deed to Secure Debt, Security Agreement and Fixture Filing from LBK 3, L.P., a Delaware limited partnership to Lehman Brothers Inc., a Delaware corporation, dated September 25, 1997, filed September 26, 1997 and recorded in Deed Book 23178, Page 1, of the aforesaid records; as affected by that certain Agreement between LBK, L.P., a Delaware corporation, Merrill Lynch Capital Services, Inc., a Delaware corporation and Merrill Lynch Portfolio Management, Inc., a Delaware corporation, dated April 11, 2002, filed April 23, 2002 and recorded in Deed Book 32253, Page 228, aforesaid records; as assigned by that certain Assignment of Deed to Secure Debt from Lehman Brothers, Inc., a Delaware corporation to Merrill Lynch Capital Services Inc., a Delaware corporation, dated July 1, 1998, filed July 15, 1998 and recorded in Deed Book 24767, Page 46, aforesaid records; as assigned by that certain Assignment of Assignment of Rents and Leases, dated July 1, 1998, filed September 16, 1999 and recorded in Deed Book 27597, Page 290, aforesaid records, as affected by that certain Assignment and Modification of Deed to Secure Debt and Other Related Documents between Kings Morgan Falls Apartments, LLC, LBK, L.P., and Merrill Lynch Capital Services, Inc. dated of even date herewith hereby joins in to the execution of, and consents to this Amended and Restated Declaration of Cross-Access and Use Easements by and between Kings Morgan Falls Apartments, LLC, a Georgia limited liability company, and Kings Santa Fe Townhomes, LLC, a Georgia limited liability company, dated as of May 12, 2005.



Signed, sealed and delivered in the presence of: **MORTGAGEE:**

[Signature]  
Unofficial Witness

MERRILL LYNCH CAPITAL SERVICES,  
INC., a Delaware corporation

By: Marianne K. Carl  
Marianne K. Carl  
Authorized Signatory

Carmen Basulto  
Notary Public

Carmen Basulto  
NOTARY PUBLIC, State of New York  
No. 43-4849133  
Qualified in Richmond County  
Commission Expires June 30, 2005

NOTARY SEAL

Signed, sealed and delivered in the presence of: **MORTGAGEE:**

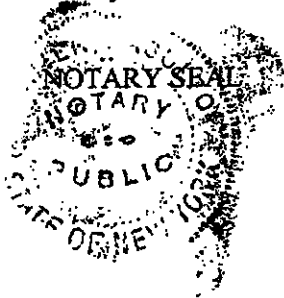
[Signature]  
Unofficial Witness

MERRILL LYNCH PORTFOLIO  
MANAGEMENT, INC., a Delaware  
corporation

By: Marianne K. Carl  
Marianne K. Carl  
Authorized Signatory

Carmen Basulto  
Notary Public

Carmen Basulto  
NOTARY PUBLIC, State of New York  
No. 43-4849133  
Qualified in Richmond County  
Commission Expires June 30, 2005



**JOINDER AND CONSENT OF MORTGAGEE TO AMENDED AND RESTATED  
DECLARATION OF CROSS-ACCESS AND USE EASEMENTS**

Wachovia Bank, National Association, as successor in interest to First Union National Bank, as Trustee ("Mortgagee"), the beneficial party in interest under that certain (A) Deed to Secure Debt, Security Agreement and Assignment of Leases and Rents, dated November 1, 1998, executed by LBK 3, L.P., as grantor, in favor of Housing Authority of Fulton County, Georgia, recorded in Deed Book 25587, page 178-221 et. seq., of the Fulton County Georgia Records, as assigned pursuant to Assignment and Transfer of Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases and other Collateral Documents, dated November 1, 1998, executed by LBK 3, L.P., as grantor, in favor of Housing Authority of Fulton County, Georgia, recorded in Deed Book 26045, page 325, aforesaid records, as assigned by LBK, L.P., successor by merger to LBK 3, L.P. to Kings Morgan Falls Apartments, LLC, a Georgia limited liability company and the Mortgagee by that certain Assignment and Assumption Agreement dated May 12, 2005, and recorded May 13, 2005, in Official Records Book 40003, Page 351, of the aforesaid records and (B) Deed to Secure Debt, Security Agreement and Assignment of Leases and Rents, dated November 1, 1998, executed by LBK 3, L.P., as grantor, in favor of Housing Authority of Fulton County, Georgia, recorded in Deed Book 25587, page 051, aforesaid records, as assigned pursuant to Assignment and Transfer of Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases and other Collateral Documents, dated November 1, 1998, executed by LBK 3, L.P., as grantor, in favor of Housing Authority of Fulton County, Georgia, recorded in Deed Book 26045, page 327, aforesaid records, as assigned by LBK, L.P., successor by merger to LBK 3, L.P., to Kings Morgan Falls Apartments, LLC, a Georgia limited liability company by that certain Assignment and Assumption Agreement dated May 12, 2005, and recorded May 13, 2005, in Official Records Book 40003, Page 327, aforesaid records, hereby joins in to the execution of, and consents to this Amended and Restated Declaration of Cross-Access and Use Easements by and between Kings Morgan Falls Apartments, LLC, a Georgia limited liability company, and Kings Santa Fe Townhomes, LLC, a Georgia limited liability company, dated May \_\_, 2005.

Signed, sealed and delivered in the presence of: **MORTGAGEE:**

Paul L. Henderson  
Unofficial Witness

Mark Hall  
Notary Public

NOTARY SEAL

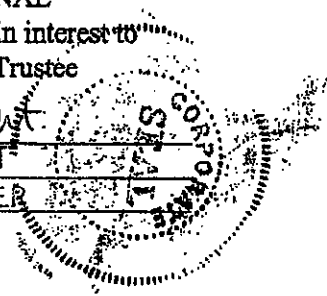


WACHOVIA BANK, NATIONAL  
ASSOCIATION, as successor in interest to  
First Union National Bank, as Trustee

By: April Bright

Name: APRIL BRIGHT

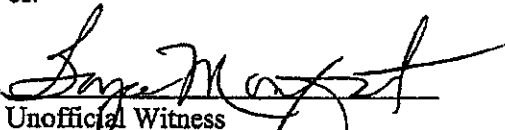
Title: TRUST OFFICER



**JOINDER AND CONSENT OF MORTGAGEE TO AMENDED AND RESTATED  
DECLARATION OF CROSS -ACCESS AND USE EASEMENTS**

Fremont Investment & Loan, a California Industrial bank ("Mortgagee"), the owner and holder of that certain Deed to Secure Debt over the Condominium Parcel, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, dated May 12, 2005, and recorded May 13, 2005, in Official Records Book 40003, Page 291, of the Public Records of Fulton County, Georgia, hereby joins in to the execution of, and consents to this Amended and Restated Declaration of Cross-Access and Use Easements by and between Kings Morgan Falls Apartments, LLC, a Georgia limited liability company, and Kings Santa Fe Townhomes, LLC, a Georgia limited liability company, dated May 12, 2005.

Signed, sealed and delivered in the presence **MORTGAGEE:**  
of:

  
Unofficial Witness

FREMONT INVESTMENT & LOAN, a  
California Industrial bank

By 

Name

Title

Gregory A. Newkirk  
Vice President

  
Notary Public

NOTARY SEAL



EXHIBIT A

MORGAN FALLS LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 31, 76 and 84 of the 17th District of Fulton County, Georgia, being more particularly described as Tract 3, 145.8577 acres on that Exemption Plat for Monteray, Ltd., Morgan Falls Station, Ltd. and Chicago Title Insurance Company by Travis Pruitt & Associates, P.C. bearing the stamp and seal of Travis N. Pruitt RLS No. 1729, dated 12-2-96, said plat being recorded at Plat Book 196, Pages 12 and 13, Office of the Clerk of the Superior Court of Fulton County, Georgia.

TOGETHER WITH a perpetual non-exclusive easement for ingress and egress for vehicular and pedestrian traffic over and across the following described Roadway Easement Area:

All that tract or parcel of land lying and being in Land Lots 31 and 76 of the 17th District of Fulton County, Georgia, being more particularly described as Morgan Falls Station (Paved Private Road) on that Exemption Plat for Monteray, Ltd., Morgan Falls Station, Ltd. and Chicago Title Insurance Company by Travis Pruitt & Associates, P.C. bearing the stamp and seal of Travis N. Pruitt RLS No. 1729, dated 12-2-96, said plat being recorded at Plat Book 196, Pages 12 and 13, aforesaid records.

TOGETHER WITH: Encroachment and Easement Agreement between LBK 3, L.P., a Delaware limited partnership, et al, First Union National Bank, Trustee, and Merrill Lynch Capital Services, Inc., a Delaware corporation, dated February, 1999, filed for record July 12, 1999, and recorded in Deed Book 27020, Page 324, aforesaid records.

TOGETHER WITH: Declaration of Cross-Access and Use Easements by LBK, L.P., a Delaware limited partnership, dated June 28, 2000, filed for record July 5, 2000, and recorded in Deed Book 29233, Page 84, aforesaid records, as amended by that certain Amended & Restated Declaration of Cross-Access and Use Easements dated May 13 2005 filed for record 2005, recorded in Deed Book 40003, Page 421, aforesaid records.

Said tract also described as:

All that tract or parcel of land, lying and being in Land Lots 31, 76 and 84, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Beginning at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running;  
1. North 89 degrees, 25 minutes, 25 seconds, West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the northerly line of n/f Steve and Alice Bostic to an iron pin found in

the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence

2. North 34 degrees, 42 minutes 36 seconds West, 844.37 feet along the northeasterly line of Lot 24, 22 and 21 of Wildercliff, Unit II to an iron pin found;
- thence The next (2) courses and distances along the northeasterly line of Lot 21:
3. North 23 degrees, 12 minutes, 36 seconds West, 452.18 feet to a point; thence
4. North 18 degrees, 16 minutes, 07 seconds West, 210.90 feet to a point in the easterly line of the Chattahoochee River; thence
5. North 17 degrees, 02 minutes, 29 seconds East, 315.51 feet along the easterly line of the Chattahoochee River to a point, corner to n/f Georgia Power Company (Bull Sluice), as described in Deed Book 14570, Pages 107 through 119; thence
6. North 68 degrees, 58 minutes, 33 seconds East, 1,780.61 feet along the southeasterly line of n/f Georgia Power Company and n/f Fulton County to an iron pin found on the line separating Land Lots 84 and 76; thence
7. South 74 degrees, 14 minutes, 13 seconds East 2,885.41 feet along the southwesterly line of n/f Fulton County to an iron pin found, corner to n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991; thence
8. South 14 degrees, 22 minutes, 50 seconds West, 753.33 feet along the westerly line of n/f John W. Ellis, Jr. And The Citizens and Southern National Bank and along the westerly line of Tract 1 to a point; thence
- The next (5) courses and distances and the southwesterly, southerly and southeasterly line of Tract 1:
9. Along a curve to the right, having a radius of 810.00 feet and an arc length of 312.95 feet, said curve being subtended by a chord bearing South 59 degrees, 26 minutes, 25 seconds East and having a chord length of 311.01 feet to a point of tangency; thence
10. South 48 degrees, 24 minutes, 44 seconds East, 45.00 feet to a point of curvature; thence
11. Along a curve to the left, having a radius of 135.36 feet and an arc length of 196.36 feet, said curve being subtended by a chord bearing South 89 degrees, 58 minutes, 10 seconds East and having a chord length of 179.59 feet to a point of tangency; thence
12. North 48 degrees, 28 minutes, 24 seconds East, 153.34 feet to a point of curvature; thence
13. Along a curve to the right, having a radius of 280.00 feet and an arc length of 200.90 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 34 seconds East and having a chord length of 196.62 feet to a point on the westerly right-of-way line of Roswell Road (a.k.a S.R. #9 - U.S. Route 19, variable right-of-way width); thence
14. Along a curve to the left, having a radius of 1,328.24 feet and an arc length of 202.09 feet, said curve being subtended by a chord bearing South 06 degrees, 02 minutes, 44 seconds West and having a chord length of 201.89 feet along the westerly right-of-way line of Roswell Road to a point; corner to "Tract 2";
- thence The next (16) courses and distance along the northerly, northeasterly and northwesterly line of "Tract 2", being the southerly line of Morgan Falls Station (private road easement, variable width):
15. Along a curve to the left, having a radius of 80.00 feet and an arc length of 34.89 feet, said

- curve being subtended by a chord bearing South 67 degrees, 10 minutes, 06 seconds West and having a chord length of 34.61 feet to a point of tangency; thence
16. South 48 degrees, 28 minutes, 24 seconds West, 153.34 feet to a point of curvature; thence
  17. Along a curve to the right, having a radius of 335.36 feet and an arc length of 367.96 feet, said curve being subtended by a chord bearing South 79 degrees, 54 minutes, 27 seconds West and having a chord length of 349.78 feet to a point of compound curvature; thence
  18. Along a curve to the right, having a radius of 135.36 feet and an arc length of 70.98 feet, said curve being subtended by a chord bearing North 50 degrees, 39 minutes, 44 seconds West and having a chord length of 70.17 feet to a point of tangency; thence
  19. North 35 degrees, 38 minutes, 26 seconds West, 119.50 feet to a point of curvature; thence
  20. Along a curve to the left, having a radius of 192.96 feet and an arc length of 149.83 feet, said curve being subtended by a chord bearing North 54 degrees, 38 minutes, 25 seconds West and having a chord length of 146.09 feet to a point of reverse curvature; thence
  21. Along a curve to the right, having a radius of 291.65 feet and an arc length of 143.31 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 09 seconds West and having a chord length of 141.87 feet to a point of tangency; thence
  22. North 48 degrees, 09 minutes, 48 seconds West, 195.74 feet to a point; thence
  23. North 61 degrees, 50 minutes, 06 seconds West, 150.36 feet to a point of curvature; thence
  24. Along a curve to the right, having a radius of 621.74 feet and an arc length of 90.06 feet, said curve being subtended by a chord bearing North 55 degrees, 00 minutes, 56 seconds West and having a chord length of 89.98 feet to a point of compound curvature; thence
  25. Along a curve to the right, having a radius of 212.38 feet and an arc length of 99.00 feet, said curve being subtended by a chord bearing North 38 degrees, 05 minutes, 13 seconds West and having a chord length of 98.11 feet to a point of tangency; thence
  26. North 18 degrees, 37 minutes, 44 seconds West, 87.63 feet to a point of curvature; thence
  27. Along a curve to the left, having a radius of 144.23 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 39 degrees, 06 minutes, 18 seconds West, and having a chord length of 91.29 feet to a point of compound curvature; thence
  28. Along a curve to the left, having a radius of 338.10 feet and an arc length of 132.25 feet, said curve being subtended by a chord bearing North 70 degrees, 22 minutes, 21 seconds West and having a chord length of 131.41 feet to a point of tangency; thence
  29. North 83 degrees, 35 minutes, 04 seconds West, 108.65 feet to a point; thence
  30. North 85 degrees, 56 minutes, 18 seconds West, 84.92 feet to a point; thence The next (7) courses and distances along the northwesterly line of Tract 2;
  31. South 29 degrees, 22 minutes, 48 seconds West, 94.06 feet to a point of curvature; thence
  32. Along a curve to the right, having a radius of 225.25 feet and an arc length of 115.51 feet, said curve being subtended by a chord bearing South 41 degrees, 01 minute, 26 seconds West and having a chord length of 114.25 feet to a point of tangency; thence
  33. South 67 degrees, 14 minutes, 00 seconds West, 94.86 feet to a point; thence
  34. South 70 degrees, 32 minutes, 36 seconds West, 108.30 feet to a point; thence
  35. South 72 degrees, 26 minutes, 51 seconds West, 57.29 feet to a point; thence
  36. South 00 degrees, 00 minutes, 10 seconds West 93.70 feet to a point; thence
  37. South 58 degrees, 17 minutes, 50 seconds West, 1,551.20 feet to an iron pin found at the

Point of Beginning.

Containing within said bounds 145.80 acres of land, more or less.

**LESS AND EXCEPT:**

All that certain tract or parcel of land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Commencing at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running North 89 degrees 25 minutes 25 seconds West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the northerly line of n/f Steve and Alice Bostic to an iron pin found in the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence North 34 degrees 42 minutes 36 seconds West, 110.00 feet to a point; thence North 25 degrees 14 minutes 21 seconds East, 988.66 feet to a point; thence North 86 degrees 01 minutes 56 seconds East, 99.67 feet to a point; thence North 22 degrees 08 minutes 10 seconds East, 1329.99 feet to a point; thence North 68 degrees 58 minutes 33 seconds East, 74.90 feet to an iron pin found; thence South 74 degrees 14 minutes 13 seconds East, 1320.69 feet to a point, said point being **The Point of Beginning**; thence:

1. South 74 degrees 14 minutes 13 seconds East, 1564.72 feet along the southwesterly line of n/f Fulton County to an iron pin found, corner to n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991, to a point; thence
2. South 14 degrees 22 minutes 50 seconds West, 753.33 feet along the westerly line of n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, to a point; thence
3. Along the arc of a curve to the left a distance of 100.00 feet (said arc having a radius of 810.00 feet and being subtended by a chord with a bearing of North 74 degrees 02 minutes 44 seconds West and a distance of 99.94 feet) to a point; thence
4. North 77 degrees 34 minutes 57 seconds West, 128.79 feet to a point; thence
5. North 61 degrees 50 minutes 06 seconds West, 154.26 feet to a point; thence
6. Along the arc of a curve to the right a distance of 81.36 feet (said arc having a radius of 561.74 feet and being subtended by a chord with a bearing of North 54 degrees 43 minutes 51 seconds West and a distance of 81.29 feet) to a point; thence



7. Along the arc of a curve to the right a distance of 62.61 feet (said arc having a radius of 152.38 feet and being subtended by a chord with a bearing of North 39 degrees 15 minutes 08 seconds West and a distance of 62.17 feet) to a point; thence
  8. North 18 degrees 37 minutes 44 seconds West, 87.63 feet to a point; thence
  9. Along the arc of a curve to the left a distance of 137.25 feet (said arc having a radius of 204.23 feet and being subtended by a chord with a bearing of North 39 degrees 20 minutes 20 seconds West and a distance of 134.69 feet) to a point; thence
  10. Along the arc of a curve to the left a distance of 141.41 feet (said arc having a radius of 398.10 feet and being subtended by a chord with a bearing of North 69 degrees 37 minutes 34 seconds West and a distance of 140.67 feet) to a point; thence
  11. North 05 degrees 38 minutes 49 seconds West, 94.01 feet to a point; thence
  12. South 89 degrees 46 minutes 24 seconds West, 372.03 feet to a point; thence
  13. South 36 degrees 52 minutes 22 seconds West, 29.99 feet to a point; thence
  14. Along the arc of a curve to the left a distance of 124.68 feet (said arc having a radius of 255.00 feet and being subtended by a chord with a bearing of North 67 degrees 08 minutes 09 seconds West and a distance of 123.44 feet) to a point; thence
  15. North 25 degrees 19 minutes 10 seconds West, 421.90 feet to a point; thence
  16. North 22 degrees 50 minutes 44 seconds East, 215.00 feet to **The Point of Beginning.**
- Said tract or parcel of land contains 20.29 acres.
-

## EXHIBIT B

## SANTA FE LEGAL DESCRIPTION

All that certain tract or parcel of land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Commencing at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running North 89 degrees 25 minutes 25 seconds West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the northerly line of n/f Steve and Alice Bostic to an iron pin found in the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence North 34 degrees 42 minutes 36 seconds West, 110.00 feet to a point; thence North 25 degrees 14 minutes 21 seconds East, 988.66 feet to a point; thence North 86 degrees 01 minutes 56 seconds East, 99.67 feet to a point; thence North 22 degrees 08 minutes 10 seconds East, 1329.99 feet to a point; thence North 68 degrees 58 minutes 33 seconds East, 74.90 feet to an iron pin found; thence South 74 degrees 14 minutes 13 seconds East, 1320.69 feet to a point, said point being **The Point of Beginning**; thence:

1. South 74 degrees 14 minutes 13 seconds East, 1564.72 feet along the southwesterly line of n/f Fulton County to an iron pin found, corner to n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991, to a point; thence
2. South 14 degrees 22 minutes 50 seconds West, 753.33 feet along the westerly line of n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, to a point; thence
3. Along the arc of a curve to the left a distance of 100.00 feet (said arc having a radius of 810.00 feet and being subtended by a chord with a bearing of North 74 degrees 02 minutes 44 seconds West and a distance of 99.94 feet) to a point; thence
4. North 77 degrees 34 minutes 57 seconds West, 128.79 feet to a point; thence
5. North 61 degrees 50 minutes 06 seconds West, 154.26 feet to a point; thence
6. Along the arc of a curve to the right a distance of 81.36 feet (said arc having a radius of 561.74 feet and being subtended by a chord with a bearing of North 54 degrees 43 minutes 51 seconds West and a distance of 81.29 feet) to a point; thence

7. Along the arc of a curve to the right a distance of 62.61 feet (said arc having a radius of 152.38 feet and being subtended by a chord with a bearing of North 39 degrees 15 minutes 08 seconds West and a distance of 62.17 feet) to a point; thence

8. North 18 degrees 37 minutes 44 seconds West, 87.63 feet to a point; thence

9. Along the arc of a curve to the left a distance of 137.25 feet (said arc having a radius of 204.23 feet and being subtended by a chord with a bearing of North 39 degrees 20 minutes 20 seconds West and a distance of 134.69 feet) to a point; thence

10. Along the arc of a curve to the left a distance of 141.41 feet (said arc having a radius of 398.10 feet and being subtended by a chord with a bearing of North 69 degrees 37 minutes 34 seconds West and a distance of 140.67 feet) to a point; thence

11. North 05 degrees 38 minutes 49 seconds West, 94.01 feet to a point; thence

12. South 89 degrees 46 minutes 24 seconds West, 372.03 feet to a point; thence

13. South 36 degrees 52 minutes 22 seconds West, 29.99 feet to a point; thence

14. Along the arc of a curve to the left a distance of 124.68 feet (said arc having a radius of 255.00 feet and being subtended by a chord with a bearing of North 67 degrees 08 minutes 09 seconds West and a distance of 123.44 feet) to a point; thence

15. North 25 degrees 19 minutes 10 seconds West, 421.90 feet to a point; thence

16. North 22 degrees 50 minutes 44 seconds East, 215.00 feet to **The Point of Beginning.**

Said tract or parcel of land contains 20.29 acres.

**TOGETHER WITH** a perpetual non-exclusive easement for ingress and egress for vehicular and pedestrian traffic over and across the following described Roadway Easement Area:

All that tract or parcel of land lying and being in Land Lots 31 and 76 of the 17th District of Fulton County, Georgia, being more particularly described as Morgan Falls Station (Paved Private Road) on that Exemption Plat for Monteray, Ltd., Morgan Falls Station, Ltd. and Chicago Title Insurance Company by Travis Pruitt & Associates, P.C. bearing the stamp and seal of Travis N. Pruitt RLS No. 1729, dated 12-2-96, said plat being recorded at Plat Book 196, Pages 12 and 13, aforesaid records.

**TOGETHER WITH:** Encroachment and Easement Agreement between LBK 3, L.P., a Delaware limited partnership, et al, First Union National Bank, Trustee, and Merrill Lynch Capital Services, Inc., a Delaware corporation, dated February, 1999, filed for record July 12, 1999, and

recorded in Deed Book 27020, Page 324, aforesaid records.

TOGETHER WITH: Declaration of Cross-Access and Use Easements by LBK, L.P., a Delaware limited partnership, dated June 28, 2000, filed for record July 5, 2000, and recorded in Deed Book 29233, Page 84, aforesaid records, as amended by that certain Amended & Restated Declaration of Cross-Access and Use Easements dated May 13, filed for record 2005, recorded in Deed Book 40003, Page 421, aforesaid records.

EXHIBIT C**CIMARRON LEGAL DESCRIPTION**

All that certain tract or parcel of land, lying and being in Land Lots 76 and 84, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Commencing at a ½" rebar found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running North 89 degrees 25 minutes 25 seconds West, 1011.75 feet along the line separate Land Lots 84 and 85 and along the northerly line of n/f Steve and Alice Bostic to a ½" rebar found in the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence North 34 degrees 42 minutes 36 seconds West, 110.00 feet to a point, thence North 25 degrees 14 minutes 21 seconds East, 988.66 feet to a point; thence North 86 degrees 01 minutes 56 seconds East, 99.67 feet to a point, said point being The Point of Beginning; thence:

1. North 22 degrees, 08 minutes, 10 seconds East, 1329.99 feet to a point; thence
2. North 68 degrees, 58 minutes, 33 seconds East, 74.90 feet to a point; thence
3. South 74 degrees, 14 minutes, 13 seconds East 1,320.69 feet to a point; thence
4. South 22 degrees 50 minutes 44 seconds West, 215.00 feet to a point; thence
5. South 25 degrees 19 minutes 10 seconds East, 421.90 feet to a point; thence
6. Along the arc of a curve to the left a distance of 208.09 feet (said arc having a radius of 578.74 feet and being subtended by a chord with a bearing of South 88 degrees 33 minutes 28 seconds West and a distance of 206.97 feet) to a point, thence
7. South 78 degrees 15 minutes 26 seconds West, 42.35 feet to a point; thence
8. Along the arc of a curve to the right a distance of 95.14 feet (said arc having a radius of 112.00 feet and being subtended by a chord with a bearing of North 77 degrees 24 minutes 32 seconds West and a distance of 92.31 feet) to a point, thence
9. South 36 degrees 55 minutes 46 seconds West, 60.00 feet to a point; thence
10. South 35 degrees 31 minutes 59 seconds West, 220.24 feet to a point; thence
11. South 86 degrees 01 minutes 56 seconds West, 1440.00 feet to The Point of Beginning.

Said tract or parcel of land contains 36.24 acres.

This instrument is intended to describe all of that tract of lands, shown as "CIMARRON Apartments Tract 3B" on an ALTA/ACSM Survey for Kings Morgan Falls Apartments, LLC, Wachovia Bank, National Association, as Trustee, Merrill Lynch Portfolio Management, Inc., Merrill Lynch, Pierce,

Fenner & Smith Incorporated, Merrill Lynch Capital Services, Inc., Merrill Lynch & Co., and First American Title Insurance Company prepared by Travis Pruitt & Associates, Inc. on March 31, 2005, last revised May 10, 2005, shown as drawing #FN204-E-159, Sheets 1 through 3.

TOGETHER WITH the rights and obligations described in that certain Declaration of Cross-Access and Use Easement by LBK, L.P., a Delaware limited partnership, dated Jun 28, 2000 filed for record July 5, 2000, and recorded in Deed Book 29233, Page 84, aforesaid records, as amended by that certain Amended and Restated Declaration of Cross-Access and Use Easements by and between Kings Morgan Falls Apartments, LLC and Kings Santa Fe Townhomes, LLC dated May 13, filed for record 2005, recorded in Deed Book 40003, Page 421.

TOGETHER WITH a perpetual nonexclusive easement for vehicular and pedestrian ingress and egress over **Roadway Tract A** of 5.76 acres, as shown on the Survey and which tract is more particularly described by metes and bounds as follows:

All that certain tract or parcel or land, lying and being in Land Lots 31 and 76, 17th District, Fulton County, Georgia, said tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the westerly right-of-way line of Roswell Road (a.k.a. SR #9 - US Route 19, variable right-of-way width); said point is located the following (2) courses and distances along the westerly right -of-way line of Roswell Road from its intersection with the line separating Land Lots 31 and 32:

- A. North 12 degrees, 03 minutes, 04 seconds West, 246.42 feet to a point of curvature.
- B. Along a curve to the right, having a radius of 1,328.24 feet and an arc length of 321.39 feet, said curve being subtended by a chord bearing North 05 degrees, 14 minutes, 43 seconds West and having a chord length of 320.61 feet to the Point of Beginning and running:

The next (16) courses and distances along the northerly, northwesterly and northeasterly lines of the tracts of land, shown as 7530 Roswell Road LLC, Princeton Falls Unit I and Princeton Falls Unit II:

1. Along a curve to the left, having a radius of 80.00 feet and an arc length of 34.89 feet, said curve being subtended by a chord bearing South 67 degrees, 10 minutes, 06 seconds West and having a chord length of 34.61 feet to a point of tangency; thence
2. South 48 degrees, 28 minutes, 24 seconds West, 153.34 feet to a point of curvature; thence
3. Along a curve to the right, having a radius of 335.36 feet and an arc length of 367.96 feet, said curve being subtended by a chord bearing South 79 degrees, 54 minutes, 27 seconds West and having a chord length of 349.78 feet to a point of compound curvature, thence
4. Along a curve to the right, having a radius of 135.36 feet and an arc length of 70.98 feet, said curve being subtended by a chord bearing North 50 degrees, 39 minutes, 44 seconds West and having a chord length of 70.17 feet to a point of tangency; thence
5. North 35 degrees, 38 minutes, 26 seconds West, 119.50 feet to a point of curvature; thence
6. Along a curve to the left, having a radius of 192.96 feet and an arc length of 149.83 feet, said curve being subtended by a chord bearing North 54 degrees, 38 minutes, 25 seconds West and having a chord length of 146.09 feet to a point of reverse curvature; thence
7. Along a curve to the right, having a radius of 291.65 feet and an arc length of 143.31 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 09 seconds West and having a chord length of 141.87 feet to a point of tangency; thence
8. North 48 degrees, 09 minutes, 48 seconds West, 195.74 feet to a point; thence
9. North 61 degrees, 50 minutes, 06 seconds West, 150.36 feet to a point; thence
10. Along a curve to the right, having a radius of 621.74 feet and an arc length of 90.06 feet, said

- curve being subtended by a chord bearing North 55 degrees, 00 minutes, 56 seconds West and having a chord length of 89.98 feet to a point of compound curvature; thence
11. Along a curve to the right, having a radius of 212.38 feet and an arc length of 99.00 feet, said curve being subtended by a chord bearing North 38 degrees, 05 minutes, 13 seconds West and having a chord length of 98.11 feet to a point of tangency; thence
  12. North 18 degrees, 37 minutes, 44 seconds West, 87.63 feet to a point of curvature; thence
  13. Along a curve to the left, having a radius of 144.23 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 39 degrees, 06 minutes, 18 seconds West and having a chord length of 91.29 feet to a point of compound curvature; thence
  14. Along a curve to the left, having a radius of 338.10 feet and an arc length of 132.25 feet, said curve being subtended by a chord bearing North 70 degrees, 22 minutes, 21 seconds West and having a chord length of 131.41 feet to a point of tangency; thence
  15. North 83 degrees, 35 minutes, 04 seconds West, 108.65 feet to a point; thence
  16. North 85 degrees, 56 minutes, 18 seconds West, 84.92 feet to a point, corner to Roadway Tract B; thence
  17. North 08 degrees, 56 minutes, 02 seconds West, 61.57 feet along the easterly line of Roadway Tract B and along an easterly line of the Leasing Office Tract to a point; thence

The next (3) courses and distances along the southerly line of the Leasing Office Tract

18. South 85 degrees, 56 minutes, 18 seconds East, 100.00 feet to a point; thence
19. South 83 degrees, 35 minutes, 04 seconds East, 109.88 feet to a point of curvature; thence
20. Along the southerly line of the Leasing Office Tract and along the Santa Fe Apartment Tract 3A with a curve to the right, having a radius of 398.10 feet and an arc length of 155.86 feet, said curve being subtended by a chord bearing South 70 degrees, 39 minutes, 57 seconds East and having a chord length of 154.86 feet to a point of compound curvature; thence

The next (7) courses and distances along the southerly and southwesterly lines of Santa Fe Apartment Tract 3A:

21. Along a curve to the right, having a radius of 204.23 feet and an arc length of 137.25 feet, said curve being subtended by a chord bearing South 39 degrees, 20 minutes, 20 seconds East and having a chord length of 134.69 feet, to a point of tangency; thence:
22. South 18 degrees, 37 minutes, 44 seconds East, 87.63 feet to a point of curvature; thence
23. Along a curve to the left having a radius of 152.38 feet and arc length of 62.61 feet, said curve being subtended by a chord bearing South 39 degrees, 15 minutes, 08 seconds East and having a chord length of 62.17 feet to a point of compound curvature; thence
24. Along a curve to the left, having a radius of 561.74 feet and an arc length of 81.36 feet, said curve being subtended by a chord bearing South 54 degrees, 43 minutes, 51 seconds East and having a chord length of 81.29 feet to a point of tangency; thence
25. South 61 degrees, 50 minutes, 06 seconds East, 154.26 feet to a point; thence
26. South 77 degrees, 34 minutes, 57 seconds East, 128.79 feet to a point of curvature; thence
27. Along a curve to the right, having a radius of 810.00 feet and an arc length of 100.00 feet, said curve being subtended by a chord bearing South 74 degrees, 02 minutes, 44 seconds East and having a chord length of 99.94 feet to a point, corner to a Commercial Tract; thence

The next (5) courses and distances along the southerly lines of said Commercial Tract:

28. Along a curve to the right, having a radius of 810.00 feet and an arc length of 312.95 feet, said curve being subtended by a chord bearing South 59 degrees, 26 minutes 25 seconds East and having a chord length of 311.01 feet to a point of tangency, thence

29. South 48 degrees, 24 minutes, 44 seconds East, 45.00 feet to a point of curvature; thence
30. Along a curve to the left, having a radius of 135.36 feet and an arc length of 196.36 feet, said curve being subtended by a chord bearing South 89 degrees, 58 minutes, 10 seconds East and having a chord length of 179.59 feet to a point of tangency; thence
31. North 48 degrees, 28 minutes, 24 seconds East, 153.34 feet to a point of curvature; thence
32. Along a curve to the right, having a radius of 280.00 feet and an arc length of 200.90 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 34 seconds East and having a chord length of 196.62 feet to a point on the curved westerly right-of-way line of Roswell Road; thence
33. Along the westerly right-of-way line of Roswell Road with a curve to the left, having a radius of 1,328.24 feet and an arc length of 202.09 feet, said curve being subtended by a chord bearing South 06 degrees, 02 minutes, 44 seconds West and having a chord length of 201.89 feet to the Point of Beginning.

Containing within said bounds 5.76 acres of land, more or less.

This instrument is intended to describe all of that tract of land, shown as "Roadway Tract A" on an ALTA/ACSM Survey for Kings Morgan Falls Apartments, LLC, Wachovia Bank, National Association, as Trustee, Merrill Lynch Portfolio Management, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Capital Services, Inc., Merrill Lynch & Co., and First American Title Insurance Company prepared by Travis Pruitt & Associates, Inc. on March 31, 2005, last revised May 10, 2005, shown as drawing #FN204-E-159, Sheets 1 through 3.

TOGETHER WITH a perpetual nonexclusive easement for vehicular and pedestrian ingress and egress over Roadway Tract B of 1.57 acres, as shown on the Survey and which tract is more particularly described by metes and bounds as follows:

All that certain lot or parcel or land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point in the easterly line of Monteray Apartments Tract 3C, corner to Princeton Falls Unit II; said point being located the following (2) courses and distances along the common lines of Monteray Apartments Tract 3C and Princeton Falls Unit II from an iron pin found at the common corner of Land Lots 75, 76, 84 and 85:

- A. North 58 degrees, 17 minutes, 50 seconds East, 1,551.20 feet.
- B. North 00 degrees, 00 minutes, 10 seconds East, 93.70 feet and running:

The next (2) courses and distances along the easterly and northeasterly lines of Monteray Apartments Tract 3C:

1. North 00 degrees, 00 minutes, 10 seconds East, 40.48 feet to a point; thence
2. North 63 degrees, 05 minutes, 20 seconds West, 41.18 feet to a point, corner to Recreation Area Tract 3D, thence

The next (10) courses and distances along the southeasterly, northeasterly and northerly lines of Recreation Area Tract 3D:

3. North 73 degrees, 23 minutes, 14 seconds East, 45.37 feet to a point; thence
4. North 69 degrees, 13 minutes, 50 seconds East, 154.49 feet to a point of curvature; thence
5. Along a curve to the left, having a radius of 216.50 feet and an arc length of 144.58 feet, said curve being subtended by a chord bearing North 50 degrees, 05 minutes, 55 seconds East and



- having a chord length of 141.91 feet to a point of tangency; thence
6. North 30 degrees, 58 minutes, 00 seconds East, 18.51 feet to a corner point; thence
  7. North 60 degrees, 15 minutes, 50 seconds West, 69.07 feet to a point; thence
  8. North 53 degrees, 07 minutes, 38 seconds West, 82.40 feet to a point of curvature; thence
  9. Along a curve to the left, having a radius of 195.00 feet and an arc length of 95.33 feet, said curve being subtended by a chord bearing North 67 degrees, 08 minutes, 00 seconds West and having a chord length of 94.38 feet to a point of compound curvature; thence
  10. Along a curve to the left, having a radius of 518.74 feet and an arc length of 186.53 feet, said curve being subtended by a chord bearing South 88 degrees, 33 minutes, 32 seconds West and having a chord length of 185.53 feet to a point of tangency; thence
  11. South 78 degrees, 15 minutes, 26 seconds West, 42.36 feet to a point of curvature; thence
  12. Along a curve to the right, having a radius of 172.00 feet and an arc length of 146.10 feet, said curve being subtended by a chord bearing North 77 degrees, 24 minutes, 24 seconds West and having a chord length of 141.75 feet to a point in the southeasterly line of CIMARRON Apartments Tract 3B; thence
  13. North 36 degrees, 55 minutes, 46 seconds East, 60.00 feet along the southeasterly line of CIMARRON Apartments Tract 3B to a point; thence
  14. Along a curve to the left, having a radius of 112.00 feet and an arc length of 95.14 feet, said curve being subtended by a chord bearing South 77 degrees, 24 minutes, 32 seconds East and having a chord length of 92.31 feet to a point of tangency; thence
  15. North 78 degrees, 15 minutes, 26 seconds East, 42.35 feet to a point of curvature; thence
  16. Along a curve to the right, having a radius of 578.74 feet and an arc length of 208.09 feet, said curve being subtended by a chord bearing North 88 degrees, 33 minutes, 28 seconds East and having a chord length of 206.97 feet to a point of compound curvature; thence

The next (4) courses and distances along the southerly line of Santa Fe Apartment Tract 3A and the southerly line of the Leasing Office Tract:

17. Along a curve to the right, having a radius of 255.00 feet and an arc length of 126.78 feet, said curve being subtended by a chord bearing South 66 degrees, 53 minutes, 58 seconds East and having a chord length of 125.48 feet to a point; thence
18. South 53 degrees, 07 minutes, 38 seconds East, 80.30 feet to a point of curvature; thence
19. Along a curve to the left, having a radius of 218.00 feet and an arc length of 126.90 feet, said curve being subtended by a chord bearing South 69 degrees, 48 minutes 10 seconds East and having a chord length of 125.12 feet to a point in the westerly line of Roadway Tract A; thence
20. South 08 degrees, 56 minutes, 02 seconds East, 14.79 feet along the westerly line of Roadway Tract A to a point, corner to Princeton Falls Unit II; thence

The next (5) courses and distances along the northwesterly lines of Princeton Falls Unit II:

21. South 29 degrees, 22 minutes, 48 seconds West, 94.06 feet to a point of curvature; thence
22. Along a curve to the right, having a radius of 225.25 feet and an arc length of 115.51 feet, said curve being subtended by a chord bearing South 41 degrees, 01 minutes, 26 seconds West and having a chord length of 114.25 feet to a point of tangency; thence
23. South 67 degrees, 14 minutes, 00 seconds West, 94.86 feet to a point; thence
24. South 70 degrees, 32 minutes, 36 seconds West, 108.30 feet to a point; thence
25. South 72 degrees, 26 minutes, 51 seconds West, 57.29 feet to the Point of Beginning.

Containing within said bounds 1.57 acres of land, more or less.

This instrument is intended to describe all of that tract of land, shown as "Roadway Tract B" on an ALTA/ACSM Survey for Kings Morgan Falls Apartments, LLC, Wachovia Bank, National Association, as Trustee, Merrill Lynch Portfolio Management, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Capital Services, Inc., Merrill Lynch & Co., and First American Title Insurance Company prepared by Travis Pruitt & Associates, Inc. on March 31, 2005, last revised \_\_\_\_\_, 2005, shown as drawing #FN204-E-159, Sheets 1 through 3.

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EXHIBIT D

(Monterey)

All that certain tract or parcel of land, lying and being in Land Lots 76 and 84, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Beginning at a ½" rebar found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running:

1. North 89 degrees, 25 minutes, 25 seconds West, 1,011.75 feet along the line separating Land Lots 84 and 85, and along the northerly line of n/f Steve and Alice Bostic to a ½" rebar found in the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence
2. North 34 degrees, 42 minutes, 36 seconds West, 110.00 feet to a point; thence
3. North 25 degrees, 14 minutes, 21 seconds East, 988.66 feet to a point; thence
4. North 86 degrees, 01 minutes, 56 seconds East, 1,660.44 feet to a point; thence
5. South 63 degrees, 05 minutes, 20 seconds East, 354.44 feet to a point; thence
6. South 00 degrees, 00 minutes, 10 seconds West, 134.18 feet to a point; thence
7. South 58 degrees, 17 minutes, 50 seconds West, 1,551.20 feet to a ½ " rebar found at the Point of Beginning

Said tract or parcel of land contains 40.24 acres.

This instrument is intended to describe all of that tract of land, shown as "Monterey Apartments Tract 3C" on an ALTA/ACSM Survey for Kings Morgan Falls Apartments, LLC, Wachovia Bank, National Association, as Trustee, Merrill Lynch Portfolio Management, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Capital Services, Inc., Merrill Lynch & Co., and First American Title Insurance Company prepared by Travis Pruitt & Associates, Inc. on March 31, 2005, last revised May 10, 2005, shown as drawing #FN204-E-159, Sheets 1 through 3.

TOGETHER WITH the rights and obligations described in that certain Declaration of Cross-Access and Use Easement by LBK, L.P., a Delaware limited partnership, dated Jun 28, 2000 filed for record July 5, 2000, and recorded in Deed Book 29233, Page 84, aforesaid records, as amended by that certain Amended and Restated Declaration of Cross-Access and Use Easements by and between Kings Morgan Falls Apartments, LLC and Kings Santa Fe Townhomes, LLC dated May 13, filed for record 2005, recorded in Deed Book 40003, Page 1471.

TOGETHER WITH a perpetual nonexclusive: easement for vehicular and pedestrian ingress and egress over Roadway Tract A of 5.76 acres, as shown on the Survey and which tracts are more: particularly described by metes and bounds attached hereto and incorporated herein by this reference as follows:

All that certain tract or parcel of land, lying and being in Land Lots 31 and 76, 17th District, Fulton County, Georgia, said tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the westerly right of way line of Roswell Road (a.k.a. SR #9 - US Route 19,

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variable right or way width); said point is located the following (2) courses and distances along the westerly right of way line of Roswell Road from its intersection with the line separating Land Lots 31 and 32:

- A. North 12 degrees, 03 minutes, 04 seconds West, 246.42 feet to a point of curvature.
- B. Along a curve to the right, having a radius of 1,328.24 feet and an arc length of 321.39 feet, said curve being subtended by a chord bearing North 05 degrees, 14 minutes, 43 seconds West and having a chord length of 320.61 feet to the Point of Beginning and running:

The next (16) courses and distances along the northerly, northwesterly and northeasterly lines of the tracts of land, shown as 7530 Roswell Road LLC, Princeton Falls Unit I and Princeton Falls Unit II:

1. Along a curve to the left, having a radius of 80.00 feet and an arc length of 34.89 feet, said curve being subtended by a chord bearing South 67 degrees, 10 minutes, 06 seconds West and having a chord length of 34.61 feet to a point of tangency; thence
2. South 48 degrees, 28 minutes, 24 seconds West, 153.34 feet to a point of curvature; thence
3. Along a curve to the right, having a radius of 335.36 feet and an arc length of 367.96 feet, said curve being subtended by a chord bearing South 79 degrees, 54 minutes, 27 seconds West and having a chord length of 349.78 feet to a point of compound curvature, thence
4. Along a curve to the right, having a radius of 135.36 feet and an arc length of 70.98 feet, said curve being subtended by a chord bearing North 50 degrees, 39 minutes, 44 seconds West and having a chord length of 70.17 feet to a point of tangency; thence
5. North 35 degrees, 38 minutes, 26 seconds West, 119.50 feet to a point of curvature; thence
6. Along a curve to the left, having a radius of 192.96 feet and an arc length of 149.83 feet, said curve being subtended by a chord bearing North 54 degrees, 38 minutes, 25 seconds West and having a chord length of 146.09 feet to a point of reverse curvature; thence
7. Along a curve to the right, having a radius of 291.65 feet and an arc length of 143.31 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 09 seconds West and having a chord length of 141.87 feet to a point of tangency; thence
8. North 48 degrees, 09 minutes, 48 seconds West, 195.74 feet to a point; thence
9. North 61 degrees, 50 minutes, 06 seconds West, 150.36 feet to a point; thence
10. Along a curve to the right, having a radius of 621.74 feet and an arc length of 90.06 feet, said curve being subtended by a chord bearing North 55 degrees, 00 minutes, 56 seconds West and having a chord length of 89.98 feet to a point of compound curvature; thence
11. Along a curve to the right, having a radius of 212.38 feet and an arc length of 99.00 feet, said curve being subtended by a chord bearing North 38 degrees, 05 minutes, 13 seconds West and having a chord length of 98.11 feet to a point of tangency; thence
12. North 18 degrees, 37 minutes, 44 seconds West, 87.63 feet to a point of curvature; thence
13. Along a curve to the left, having a radius of 144.23 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 39 degrees, 06 minutes, 18 seconds West and having a chord length of 91.29 feet to a point of compound curvature; thence
14. Along a curve to the left, having a radius of 338.10 feet and an arc length of 132.25 feet, said curve being subtended by a chord bearing North 70 degrees, 22 minutes, 21 seconds West and having a chord length of 131.41 feet to a point of tangency; thence
15. North 83 degrees, 35 minutes, 04 seconds West, 108.65 feet to a point; thence
16. North 85 degrees, 56 minutes, 18 seconds West, 84.92 feet to a point, corner to Roadway Tract B; thence
17. North 08 degrees, 56 minutes, 02 seconds West, 61.57 feet along the easterly line of Roadway Tract B and along an easterly line of the Leasing Office Tract to a point; thence

The next (3) courses and distances along the southerly line of the Leasing Office Tract

18. South 85 degrees, 56 minutes, 18 seconds East, 100.00 feet to a point; thence
19. South 83 degrees, 35 minutes, 04 seconds East, 109.88 feet to a point of curvature; thence
20. Along the southerly line of the Leasing Office Tract and along the Santa Fe Apartment Tract 3A with a curve to the right, having a radius of 398.10 feet and an arc length of 155.86 feet, said curve being subtended by a chord bearing South 70 degrees, 39 minutes, 57 seconds East and having a chord length of 154.86 feet to a point of compound curvature; thence

The next (7) courses and distances along the southerly and southwesterly lines of Santa Fe Apartment Tract 3A:

21. Along a curve to the right, having a radius of 204.23 feet and an arc length of 137.25 feet, said curve being subtended by a chord bearing South 39 degrees, 20 minutes, 20 seconds East and having a chord length of 134.69 feet, to a point of tangency; thence
22. South 18 degrees, 37 minutes, 44 seconds East, 87.63 feet to a point of curvature; thence
23. Along a curve to the left having a radius of 152.38 feet and arc length of 62.61 feet, said curve being subtended by a chord bearing South 39 degrees, 15 minutes, 08 seconds East and having a chord length of 62.17 feet to a point of compound curvature; thence
24. Along a curve to the left, having a radius of 561.74 feet and an arc length of 81.36 feet, said curve being subtended by a chord bearing South 54 degrees, 43 minutes, 51 seconds East and having a chord length of 81.29 feet to a point of tangency; thence
25. South 61 degrees, 50 minutes, 06 seconds East, 154.26 feet to a point; thence
26. South 77 degrees, 34 minutes, 57 seconds East, 128.79 feet to a point of curvature; thence
27. Along a curve to the right, having a radius of 810.00 feet and an arc length of 100.00 feet, said curve being subtended by a chord bearing South 74 degrees, 02 minutes, 44 seconds East and having a chord length of 99.94 feet to a point, corner to a Commercial Tract; thence

The next (5) courses and distances along the southerly lines of said Commercial Tract:

28. Along a curve to the right, having a radius of 810.00 feet and an arc length of 312.95 feet, said curve being subtended by a chord bearing South 59 degrees, 26 minutes 25 seconds East and having a chord length of 311.01 feet to a point of tangency, thence
29. South 48 degrees, 24 minutes, 44 seconds East, 45.00 feet to a point of curvature; thence
30. Along a curve to the left, having a radius of 135.36 feet and an arc length of 196.36 feet, said curve being subtended by a chord bearing South 89 degrees, 58 minutes, 10 seconds East and having a chord length of 179.59 feet to a point of tangency; thence
31. North 48 degrees, 28 minutes, 24 seconds East, 153.34 feet to a point of curvature; thence
32. Along a curve to the right, having a radius of 280.00 feet and an arc length of 200.90 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 34 seconds East and having a chord length of 196.62 feet to a point on the curved westerly right-of-way line of Roswell Road; thence
33. Along the westerly right-of-way line of Roswell Road with a curve to the left, having a radius of 1,328.24 feet and an arc length of 202.09 feet, said curve being subtended by a chord bearing South 06 degrees, 02 minutes, 44 seconds West and having a chord length of 201.89 feet to the Point of Beginning.

Containing within said bounds 5.76 acres of land, more or less.

This instrument is intended to describe all of that tract of land, shown as "Roadway Tract A" on an ALTA/ACSM Survey for Kings Morgan Falls Apartments, LLC, Wachovia Bank, National Association, as Trustee, Merrill Lynch Portfolio Management, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Capital Services, Inc., Merrill Lynch & Co., and First American

Title Insurance Company prepared by Travis Pruitt & Associates, Inc. on March 31, 2005, last revised May 10, 2005, shown as drawing #FN204-E-159, Sheets 1 through 3.

TOGETHER WITH a perpetual nonexclusive: easement for vehicular and pedestrian ingress and egress over Roadway Tract B of 1.57 acres, as shown on the Survey and which tracts are more particularly described by metes and bounds attached hereto and incorporated herein by this reference as follows:

All that certain lot or parcel or land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point in the easterly line of Monterey Apartments Tract 3C, corner to Princeton Falls Unit II; said point being located the following (2) courses and distances along the common lines of Monterey Apartments Tract 3C and Princeton Falls Unit II from an iron pin found at the common corner of Land Lots 75, 76, 84 and 85:

- A. North 58 degrees, 17 minutes, 50 seconds East, 1,551.20 feet.
- B. North 00 degrees, 00 minutes, 10 seconds East, 93.70 feet and running:

The next (2) courses and distances along the easterly and northeasterly lines of Monterey Apartments Tract 3C:

- 1. North 00 degrees, 00 minutes, 10 seconds East, 40.48 feet to a point; thence
- 2. North 63 degrees, 05 minutes, 20 seconds West, 41.18 feet to a point, corner to Recreation Area Tract 3D, thence

The next (10) courses and distances along the southeasterly, northeasterly and northerly lines of Recreation Area Tract 3D:

- 3. North 73 degrees, 23 minutes, 14 seconds East, 45.37 feet to a point; thence
- 4. North 69 degrees, 13 minutes, 50 seconds East, 154.49 feet to a point of curvature; thence
- 5. Along a curve to the left, having a radius of 216.50 feet and an arc length of 144.58 feet, said curve being subtended by a chord bearing North 50 degrees, 05 minutes, 55 seconds East and having a chord length of 141.91 feet to a point of tangency; thence
- 6. North 30 degrees, 58 minutes, 00 seconds East, 18.51 feet to a corner point; thence
- 7. North 60 degrees, 15 minutes, 50 seconds West, 69.07 feet to a point; thence
- 8. North 53 degrees, 07 minutes, 38 seconds West, 82.40 feet to a point of curvature; thence
- 9. Along a curve to the left, having a radius of 195.00 feet and an arc length of 95.33 feet, said curve being subtended by a chord bearing North 67 degrees, 08 minutes, 00 seconds West and having a chord length of 94.38 feet to a point of compound curvature; thence
- 10. Along a curve to the left, having a radius of 518.74 feet and an arc length of 186.53 feet, said curve being subtended by a chord bearing South 88 degrees, 33 minutes, 32 seconds West and having a chord length of 185.53 feet to a point of tangency; thence
- 11. South 78 degrees, 15 minutes, 26 seconds West, 42.36 feet to a point of curvature; thence
- 12. Along a curve to the right, having a radius of 172.00 feet and an arc length of 146.10 feet, said curve being subtended by a chord bearing North 77 degrees, 24 minutes, 24 seconds West and having a chord length of 141.75 feet to a point in the southeasterly line of Cimarron Apartments Tract 3B; thence
- 13. North 36 degrees, 55 minutes, 46 seconds East, 60.00 feet along the southeasterly line of Cimarron Apartments Tract 3B to a point; thence
- 14. Along a curve to the left, having a radius of 112.00 feet and an arc length of 95.14 feet, said curve being subtended by a chord bearing South 77 degrees, 24 minutes, 32 seconds East and

having a chord length of 92.31 feet to a point of tangency; thence

15. North 78 degrees, 15 minutes, 26 seconds East, 42.35 feet to a point of curvature; thence
16. Along a curve to the right, having a radius of 578.74 feet and an arc length of 208.09 feet, said curve being subtended by a chord bearing North 88 degrees, 33 minutes, 28 seconds East and having a chord length of 206.97 feet to a point of compound curvature; thence

The next (4) courses and distances along the southerly and southwesterly lines of Santa Fe Apartment Tract 3A and the southwesterly lines of the Leasing Office Tract:

17. Along a curve to the right, having a radius of 255.00 feet and an arc length of 126.78 feet, said curve being subtended by a chord bearing South 66 degrees, 53 minutes, 58 seconds East and having a chord length of 125.48 feet to a point; thence
18. South 53 degrees, 07 minutes, 38 seconds East, 80.30 feet to a point of curvature, thence
19. Along a curve to the left, having a radius of 218.00 feet and an arc length of 126.90 feet, said curve being subtended by a chord bearing South 69 degrees, 48 minutes 10 seconds East and having a chord length of 125.12 feet to a point in the westerly line of Roadway Tract A; thence
20. South 08 degrees, 56 minutes, 02 seconds East, 14.79 feet along the westerly line of Roadway Tract A to a point, corner to Princeton Falls Unit II; thence

The next (5) courses and distances along the northwesterly lines of Princeton Falls Unit II:

21. South 29 degrees, 22 minutes, 48 seconds West, 94.06 feet to a point of curvature; thence
22. Along a curve to the right, having a radius of 225.25 feet and an arc length of 115.51 feet, said curve being subtended by a chord bearing South 41 degrees, 01 minutes, 26 seconds West and having a chord length of 114.25 feet to a point of tangency; thence
23. South 67 degrees, 14 minutes, 00 seconds West, 94.86 feet to a point; thence
24. South 70 degrees, 32 minutes, 36 seconds West, 108.30 feet to a point; thence
25. South 72 degrees, 26 minutes, 51 seconds West, 57.29 feet to the Point of Beginning.

Containing within said bounds 1.57 acres of land, more or less.

This instrument is intended to describe all of that tract of land, shown as "Roadway Tract B" on an ALTA/ACSM Survey for Kings Morgan Falls Apartments, LLC, Wachovia Bank, National Association, as Trustee, Merrill Lynch Portfolio Management, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Capital Services, Inc., Merrill Lynch & Co., and First American Title Insurance Company prepared by Travis Pruitt & Associates, Inc. on March 31, 2005, last revised May 10, 2005, shown as drawing #FN204-E-159, Sheets 1 through 3.

EXHIBIT E

(Roadway Tract)

TOGETHER WITH a perpetual nonexclusive: easement for vehicular and pedestrian ingress and egress over Roadway Tract A of 5.76 acres, as shown on the Survey and which tracts are more: particularly described by metes and bounds attached hereto and incorporated herein by this reference as follows:

All that certain tract or parcel or land, lying and being in Land Lots 31 and 76, 17th District, Fulton County, Georgia, said tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the westerly right of way line of Roswell Road (a.k.a. SR #9 - US Route 19, variable right of way width); said point is located the following (2) courses and distances along the westerly right of way line of Roswell Road from its intersection with the line separating Land Lots 31 and 32:

- A. North 12 degrees, 03 minutes, 04 seconds West, 246.42 feet to a point of curvature.
- B. Along a curve to the right, having a radius of 1,328.24 feet and an arc length of 321.39 feet, said curve being subtended by a chord bearing North 05 degrees, 14 minutes, 43 seconds West and having a chord length of 320.61 feet to the Point of Beginning and running:

The next (16) courses and distances along the northerly, northwesterly and northeasterly lines of the tracts of land, shown as 7530 Roswell Road LLC, Princeton Falls Unit I and Princeton Falls Unit II:

1. Along a curve to the left, having a radius of 80.00 feet and an arc length of 34.89 feet, said curve being subtended by a chord bearing South 67 degrees, 10 minutes, 06 seconds West and having a chord length of 34.61 feet to a point of tangency; thence
2. South 48 degrees, 28 minutes, 24 seconds West, 153.34 feet to a point of curvature; thence
3. Along a curve to the right, having a radius of 335.36 feet and an arc length of 367.96 feet, said curve being subtended by a chord bearing South 79 degrees, 54 minutes, 27 seconds West and having a chord length of 349.78 feet to a point of compound curvature, thence
4. Along a curve to the right, having a radius of 135.36 feet and an arc length of 70.98 feet, said curve being subtended by a chord bearing North 50 degrees, 39 minutes, 44 seconds West and having a chord length of 70.17 feet to a point of tangency; thence
5. North 35 degrees, 38 minutes, 26 seconds West, 119.50 feet to a point of curvature; thence
6. Along a curve to the left, having a radius of 192.96 feet and an arc length of 149.83 feet, said curve being subtended by a chord bearing North 54 degrees, 38 minutes, 25 seconds West and having a chord length of 146.09 feet to a point of reverse curvature; thence
7. Along a curve to the right, having a radius of 291.65 feet and an arc length of 143.31 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 09 seconds West and having a chord length of 141.87 feet to a point of tangency; thence
8. North 48 degrees, 09 minutes, 48 seconds West, 195.74 feet to a point; thence
9. North 61 degrees, 50 minutes, 06 seconds West, 150.36 feet to a point; thence
10. Along a curve to the right, having a radius of 621.74 feet and an arc length of 90.06 feet, said curve being subtended by a chord bearing North 55 degrees, 00 minutes, 56 seconds West and having a chord length of 89.98 feet to a point of compound curvature; thence



11. Along a curve to the right, having a radius of 212.38 feet and an arc length of 99.00 feet, said curve being subtended by a chord bearing North 38 degrees, 05 minutes, 13 seconds West and having a chord length of 98.11 feet to a point of tangency; thence
12. North 18 degrees, 37 minutes, 44 seconds West, 87.63 feet to a point of curvature; thence
13. Along a curve to the left, having a radius of 144.23 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 39 degrees, 06 minutes, 18 seconds West and having a chord length of 91.29 feet to a point of compound curvature; thence
14. Along a curve to the left, having a radius of 338.10 feet and an arc length of 132.25 feet, said curve being subtended by a chord bearing North 70 degrees, 22 minutes, 21 seconds West and having a chord length of 131.41 feet to a point of tangency; thence
15. North 83 degrees, 35 minutes, 04 seconds West, 108.65 feet to a point; thence
16. North 85 degrees, 56 minutes, 18 seconds West, 84.92 feet to a point, corner to Roadway Tract B; thence
17. North 08 degrees, 56 minutes, 02 seconds West, 61.57 feet along the easterly line of Roadway Tract B and along an easterly line of the Leasing Office Tract to a point; thence

The next (3) courses and distances along the southerly line of the Leasing Office Tract

18. South 85 degrees, 56 minutes, 18 seconds East, 100.00 feet to a point; thence
19. South 83 degrees, 35 minutes, 04 seconds East, 109.88 feet to a point of curvature; thence
20. Along the southerly line of the Leasing Office Tract and along the Santa Fe Apartment Tract 3A with a curve to the right, having a radius of 398.10 feet and an arc length of 155.86 feet, said curve being subtended by a chord bearing South 70 degrees, 39 minutes, 57 seconds East and having a chord length of 154.86 feet to a point of compound curvature; thence

The next (7) courses and distances along the southerly and southwesterly lines of Santa Fe Apartment Tract 3A:

21. Along a curve to the right, having a radius of 204.23 feet and an arc length of 137.25 feet, said curve being subtended by a chord bearing South 39 degrees, 20 minutes, 20 seconds East and having a chord length of 134.69 feet, to a point of tangency; thence:
22. South 18 degrees, 37 minutes, 44 seconds East, 87.63 feet to a point of curvature; thence
23. Along a curve to the left having a radius of 152.38 feet and arc length of 62.61 feet, said curve being subtended by a chord bearing South 39 degrees, 15 minutes, 08 seconds East and having a chord length of 62.17 feet to a point of compound curvature; thence
24. Along a curve to the left, having a radius of 561.74 feet and an arc length of 81.36 feet, said curve being subtended by a chord bearing South 54 degrees, 43 minutes, 51 seconds East and having a chord length of 81.29 feet to a point of tangency; thence
25. South 61 degrees, 50 minutes, 06 seconds East, 154.26 feet to a point; thence
26. South 77 degrees, 34 minutes, 57 seconds East, 128.79 feet to a point of curvature; thence
27. Along a curve to the right, having a radius of 810.00 feet and an arc length of 100.00 feet, said curve being subtended by a chord bearing South 74 degrees, 02 minutes, 44 seconds East and having a chord length of 99.94 feet to a point, corner to a Commercial Tract; thence

The next (5) courses and distances along the southerly lines of said Commercial Tract:

28. Along a curve to the right, having a radius of 810.00 feet and an arc length of 312.95 feet, said curve being subtended by a chord bearing South 59 degrees, 26 minutes 25 seconds East and having a chord length of 311.01 feet to a point of tangency, thence
29. South 48 degrees, 24 minutes, 44 seconds East, 45.00 feet to a point of curvature; thence
30. Along a curve to the left, having a radius of 135.36 feet and an arc length of 196.36 feet, said

- curve being subtended by a chord bearing South 89 degrees, 58 minutes, 10 seconds East and having a chord length of 179.59 feet to a point of tangency; thence
31. North 48 degrees, 28 minutes, 24 seconds East, 153.34 feet to a point of curvature; thence
  32. Along a curve to the right, having a radius of 280.00 feet and an arc length of 200.90 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 34 seconds East and having a chord length of 196.62 feet to a point on the curved westerly right-of-way line of Roswell Road; thence
  33. Along the westerly right-of-way line of Roswell Road with a curve to the left, having a radius of 1,328.24 feet and an arc length of 202.09 feet, said curve being subtended by a chord bearing South 06 degrees, 02 minutes, 44 seconds West and having a chord length of 201.89 feet to the Point of Beginning.

Containing within said bounds 5.76 acres of land, more or less.

This instrument is intended to describe all of that tract of land, shown as "Roadway Tract A" on an ALTA/ACSM Survey for Kings Morgan Falls Apartments, LLC, Wachovia Bank, National Association, as Trustee, Merrill Lynch Portfolio Management, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Capital Services, Inc., Merrill Lynch & Co., and First American Title Insurance Company prepared by Travis Pruitt & Associates, Inc. on March 31, 2005, last revised May 10, 2005, shown as drawing #FN204-E-159, Sheets 1 through 3.

TOGETHER WITH a perpetual nonexclusive: easement for vehicular and pedestrian ingress and egress over Roadway Tract B of 1.57 acres, as shown on the Survey and which tracts are more: particularly described by metes and bounds attached hereto and incorporated herein by this reference as follows:

All that certain lot or parcel or land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point in the easterly line of Monterey Apartments Tract 3C, corner to Princeton Falls Unit II; said point being located the following (2) courses and distances along the common lines of Monterey Apartments Tract 3C and Princeton Falls Unit II from an iron pin found at the common corner or Land Lots 75, 76, 84 and 85:

- A. North 58 degrees, 17 minutes, 50 seconds East, 1,551.20 feet.
- B. North 00 degrees, 00 minutes, 10 seconds East, 93.70 feet and running:

The next (2) courses and distances along the easterly and northeasterly lines of Monterey Apartments Tract 3C:

1. North 00 degrees, 00 minutes, 10 seconds East, 40.48 feet to a point; thence
2. North 63 degrees, 05 minutes, 20 seconds West, 41.18 feet to a point, corner to Recreation Area Tract 3D, thence

The next (10) courses and distances along the southeasterly, northeasterly and northerly lines of Recreation Area Tract 3D:

3. North 73 degrees, 23 minutes, 14 seconds East, 45.37 feet to a point; thence
4. North 69 degrees, 13 minutes, 50 seconds East, 154.49 feet to a point of curvature; thence
5. Along a curve to the left, having a radius of 216.50 feet and an arc length of 144.58 feet, said curve being subtended by a chord bearing North 50 degrees, 05 minutes, 55 seconds East and having a chord length of 141.91 feet to a point of tangency; thence

6. North 30 degrees, 58 minutes, 00 seconds East, 18.51 feet to a corner point; thence
7. North 60 degrees, 15 minutes, 50 seconds West, 69.07 feet to a point; thence
8. North 53 degrees, 07 minutes, 38 seconds West, 82.40 feet to a point of curvature; thence
9. Along a curve to the left, having a radius of 195.00 feet and an arc length of 95.33 feet, said curve being subtended by a chord bearing North 67 degrees, 08 minutes, 00 seconds West and having a chord length of 94.38 feet to a point of compound curvature; thence
10. Along a curve to the left, having a radius of 518.74 feet and an arc length of 186.53 feet, said curve being subtended by a chord bearing South 88 degrees, 33 minutes, 32 seconds West and having a chord length of 185.53 feet to a point of tangency; thence
11. South 78 degrees, 15 minutes, 26 seconds West, 42.36 feet to a point of curvature; thence
12. Along a curve to the right, having a radius of 172.00 feet and an arc length of 146.10 feet, said curve being subtended by a chord bearing North 77 degrees, 24 minutes, 24 seconds West and having a chord length of 141.75 feet to a point in the southeasterly line of Cimarron Apartments Tract 3B; thence
13. North 36 degrees, 55 minutes, 46 seconds East, 60.00 feet along the southeasterly line of Cimarron Apartments Tract 3B to a point; thence
14. Along a curve to the left, having a radius of 112.00 feet and an arc length of 95.14 feet, said curve being subtended by a chord bearing South 77 degrees, 24 minutes, 32 seconds East and having a chord length of 92.31 feet to a point of tangency; thence
15. North 78 degrees, 15 minutes, 26 seconds East, 42.35 feet to a point of curvature; thence
16. Along a curve to the right, having a radius of 578.74 feet and an arc length of 208.09 feet, said curve being subtended by a chord bearing North 88 degrees, 33 minutes, 28 seconds East and having a chord length of 206.97 feet to a point of compound curvature; thence

The next (4) courses and distances along the southerly and southwesterly lines of Santa Fe Apartment Tract 3A and the southwesterly lines of the Leasing Office Tract:

17. Along a curve to the right, having a radius of 255.00 feet and an arc length of 126.78 feet, said curve being subtended by a chord bearing South 66 degrees, 53 minutes, 58 seconds East and having a chord length of 125.48 feet to a point; thence
18. South 53 degrees, 07 minutes, 38 seconds East, 80.30 feet to a point of curvature; thence
19. Along a curve to the left, having a radius of 218.00 feet and an arc length of 126.90 feet, said curve being subtended by a chord bearing South 69 degrees, 48 minutes 10 seconds East and having a chord length of 125.12 feet to a point in the westerly line of Roadway Tract A; thence
20. South 08 degrees, 56 minutes, 02 seconds East, 14.79 feet along the westerly line of Roadway Tract A to a point, corner to Princeton Falls Unit II; thence

The next (5) courses and distances along the northwesterly lines of Princeton Falls Unit II:

21. South 29 degrees, 22 minutes, 48 seconds West, 94.06 feet to a point of curvature; thence
22. Along a curve to the right, having a radius of 225.25 feet and an arc length of 115.51 feet, said curve being subtended by a chord bearing South 41 degrees, 01 minutes, 26 seconds West and having a chord length of 114.25 feet to a point of tangency; thence
23. South 67 degrees, 14 minutes, 00 seconds West, 94.86 feet to a point; thence
24. South 70 degrees, 32 minutes, 36 seconds West, 108.30 feet to a point; thence
25. South 72 degrees, 26 minutes, 51 seconds West, 57.29 feet to the Point of Beginning.

Containing within said bounds 1.57 acres of land, more or less.

This instrument is intended to describe all of that tract of land, shown as "Roadway Tract B" on an

ALTA/ACSM Survey for Kings Morgan Falls Apartments, LLC, Wachovia Bank, National Association, as Trustee, Merrill Lynch Portfolio Management, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Capital Services, Inc., Merrill Lynch & Co., and First American Title Insurance Company prepared by Travis Pruitt & Associates, Inc. on March 31, 2005, last revised May 10, 2005, shown as drawing #FN204-E-159, Sheets 1 through 3.

Deed Book 40003 Pg 463  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

**EXHIBIT F**

(Leasing Office Tract)

That portion of the Morgan Falls property described on Exhibit A hereto designated as the Leasing Office Tract on the survey described in Exhibit A.

Deed Book 40003 Pg 291  
Filed and Recorded May-13-2005 05:29am  
2005-0177376  
Georgia Intangible Tax Paid 10.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

**PLEASE RECORD AND RETURN TO:**

JODY R. MADDOCK  
FIRST AMERICAN TITLE INSURANCE COMPANY  
NATIONAL COMMERCIAL SERVICES  
5775 GLENRIDGE DRIVE, SUITE A-240  
ATLANTA, GEORGIA 30328  
FILE NO.: NCS 140333

Space Above This Line For Recorder's Use

STATE OF GEORGIA  
COUNTY OF FULTON

Recording Requested By and  
When Recorded, Mail To:

Fremont Investment & Loan  
1000 Abernathy Road NE  
Building 400, Suite 1535  
Atlanta, Georgia 30328  
Attn: Ms. Boyce Monfort  
Loan No.: 950114787

**DEED TO SECURE DEBT**

(Property Address: 7600 ROSWELL ROAD NE, ATLANTA, GEORGIA)

**THIS DEED TO SECURE DEBT SECURES A PROMISSORY NOTE WITH A FACE PRINCIPAL AMOUNT OF EIGHTEEN MILLION DOLLARS (\$18,000,000) AND WITH AN INITIAL MATURITY DATE OF JUNE 1, 2007. THE PROMISSORY NOTE SECURED HEREBY PROVIDES FOR A VARIABLE INTEREST RATE**

**THIS DEED TO SECURE DEBT** (this "Security Instrument"), dated as of May 12, 2005, is made by **KINGS SANTA FE TOWNHOMES, LLC**, a Georgia limited liability company ("Borrower"), whose mailing address is Fieldstone, Lester, Shear & Denberg, LLP, SunTrust Plaza, 201 Alhambra Circle, Suite 801, Coral Gables, Florida 33134, to **FREMONT INVESTMENT & LOAN**, a California industrial bank ("Lender"), whose mailing address is 2727 E. Imperial Highway, Brea, California 92821-6713, Attn: Commercial Real Estate Asset Management, Loan No. 950114787, with a copy to Fremont Investment & Loan, 2425 Olympic Boulevard, Third Floor, Santa Monica, California 90404, Attn: Alec G. Nedelman, Esq., Loan No. 950114787.

This Security Instrument is given, Inter alia, for the purpose of securing a Loan (as hereinafter defined) from Lender, as lender, to Borrower, as borrower, having a maturity date of June 1, 2007, the proceeds of which are to be used to finance the real property having a street address of 7600 Roswell Road NE, located in the City of Atlanta, County of Fulton, State of Georgia, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"). (All initially-capitalized terms used herein without definition shall have the meanings given such terms in the Loan Agreement (as hereinafter defined).)

24551039

Deed Book 40003 Pg 283  
Filed and Recorded May-13-2005 05:29am  
2005-0177375  
Real Estate Transfer Tax \$18,000.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

PLEASE RECORD AND RETURN TO:

JODY R. MADDOCK  
FIRST AMERICAN TITLE INSURANCE COMPANY  
NATIONAL COMMERCIAL SERVICES  
5775 GLENRIDGE DRIVE, SUITE A-240  
ATLANTA, GEORGIA 30328  
FILE NO.: NCS 140333

After recording return to:  
Michael B. Denberg, Esq.  
Fieldstone Lester Shear & Denberg, LLP  
201 Alhambra Circle, Suite 601  
Coral Gables, Florida 33134

### LIMITED WARRANTY DEED

THIS INDENTURE is made as of May 13, 2005 between LBK, L.P., a Delaware limited partnership (hereinafter referred to as "Grantor") and Kings Santa Fe Townhomes, LLC, a Georgia limited liability company (hereinafter referred to as "Grantee", with "Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

### WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying and being in Fulton County, Georgia (hereinafter being referred to as the "Land") as more particularly described in the attached Exhibit A, which Exhibit is incorporated herein, together with any and all plants, trees, timber, shrubbery, improvements and fixtures located thereon or attached thereto, and all rights, easements, licenses and benefits appurtenant thereto (together with the Land hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit B, which Exhibit is incorporated herein.

**AND GRANTOR WILL WARRANT** and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

**[Signature Page Follows]**



EXECUTED under seal as of the date above.

Signed, sealed and delivered  
in the presence of:

Rodann Howe  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

[Notarial Seal]

LAURA LEE BERRY  
NP-082-03  
COMMISSION EXPIRES:  
JUNE 17, 2007

LBK, L.P.,  
a Delaware limited partnership

By: B/K Funds GP, LLC,  
a Delaware limited liability  
company, its authorized agent

By: [Signature]  
Ron Beneke  
Chief Executive Officer



**EXHIBIT "A"****LEGAL DESCRIPTION**

All that certain tract or parcel of land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Commencing at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running North 89 degrees 25 minutes 25 seconds West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the northerly line of n/f Steve and Alice Bostic to an iron pin found in the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence North 34 degrees 42 minutes 36 seconds West, 110.00 feet to a point; thence North 25 degrees 14 minutes 21 seconds East, 988.66 feet to a point; thence North 86 degrees 01 minutes 56 seconds East, 99.67 feet to a point; thence North 22 degrees 08 minutes 10 seconds East, 1329.99 feet to a point; thence North 68 degrees 58 minutes 33 seconds East, 74.90 feet to an iron pin found; thence South 74 degrees 14 minutes 13 seconds East, 1320.69 feet to a point, said point being **The Point of Beginning**; thence:

1. South 74 degrees 14 minutes 13 seconds East, 1564.72 feet along the southwesterly line of n/f Fulton County to an iron pin found, corner to n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991, to a point; thence
2. South 14 degrees 22 minutes 50 seconds West, 753.33 feet along the westerly line of n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, to a point; thence
3. Along the arc of a curve to the left a distance of 100.00 feet (said arc having a radius of 810.00 feet and being subtended by a chord with a bearing of North 74 degrees 02 minutes 44 seconds West and a distance of 99.94 feet) to a point; thence
4. North 77 degrees 34 minutes 57 seconds West, 128.79 feet to a point; thence
5. North 61 degrees 50 minutes 06 seconds West, 154.26 feet to a point; thence
6. Along the arc of a curve to the right a distance of 81.36 feet (said arc having a radius of 561.74 feet and being subtended by a chord with a bearing of North 54 degrees 43 minutes 51 seconds West and a distance of 81.29 feet) to a point; thence
7. Along the arc of a curve to the right a distance of 62.61 feet (said arc having a radius of 152.38 feet and being subtended by a chord with a bearing of North 39 degrees 15 minutes 08 seconds West and a distance of 62.17 feet) to a point; thence
8. North 18 degrees 37 minutes 44 seconds West, 87.63 feet to a point; thence
9. Along the arc of a curve to the left a distance of 137.25 feet (said arc having a radius of 204.23 feet and being subtended by a chord with a bearing of North 39 degrees 20 minutes 20 seconds West and a distance of 134.69 feet) to a point; thence
10. Along the arc of a curve to the left a distance of 141.41 feet (said arc having a radius of 398.10 feet and being subtended by a chord with a bearing of North 69 degrees 37 minutes 34 seconds West and a distance of 140.67 feet) to a point; thence
11. North 05 degrees 38 minutes 49 seconds West, 94.01 feet to a point; thence

12. South 89 degrees 46 minutes 24 seconds West, 372.03 feet to a point; thence

13. South 36 degrees 52 minutes 22 seconds West, 29.99 feet to a point; thence

14. Along the arc of a curve to the left a distance of 124.68 feet (said arc having a radius of 255.00 feet and being subtended by a chord with a bearing of North 67 degrees 08 minutes 09 seconds West and a distance of 123.44 feet) to a point; thence

15. North 25 degrees 19 minutes 10 seconds West, 421.90 feet to a point; thence

16. North 22 degrees 50 minutes 44 seconds East, 215.00 feet to The Point of Beginning.

Said tract or parcel of land contains 20.29 acres.

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2005, which are not yet due and payable and taxes for prior years arising from re-assessments or digest disputes.
2. Rights of tenants in possession, as tenants only, under unrecorded occupancy agreements.
3. Rights of upper and lower riparian owner's in and to the waters of any creek or stream which bounds or traverses the land, free from increase, decrease or pollution.
4. Easements to S. Morgan Smith Company from Reuben C. Ball, dated September 4, 1902, filed for record February 5, 1903, and recorded in Deed Book 163, Page 512, aforesaid records, from William H. Powers, dated September 4, 1902, filed for record December 9, 1902, and recorded in Deed Book 181, Page 752, aforesaid records, from J.W. Ball, dated September 4, 1902, filed for record December 9, 1903, and recorded in Deed Book 181, Page 753, Fulton County, Georgia records.
5. Easement from Carpenter Securities Corporation, Aldine Chambers and Hughes Spalding to Georgia Railway & Power Company, dated November 26, 1926, filed for record December 7, 1926, and recorded in Deed Book 1054, Page 148, aforesaid records.
6. Easement from Carpenter Securities Corporation to Georgia Power Company, dated January 27, 1933, filed for record July 31, 1933, and recorded in Deed Book 1459, page 493, aforesaid records.
7. General Permit Easement from Lawton Burdett to Southern Bell Telephone and Telegraph Company, dated October 25, 1946, filed for record January 16, 1947, and recorded in Deed Book 2171, Page 106, aforesaid records.
8. Sewer Easements to Fulton County, Georgia from William B. Orkin, dated March 26, 1974, filed for record April 18, 1974 and recorded in Deed Book 6035, Page 392, aforesaid records; from William B. Orkin, dated October 22, 1975, filed for record November 11, 1976 and recorded in Deed Book 6375, Page 113, aforesaid records; from William B. Orkin, dated March 1, 1976, filed for record September 1, 1976 and recorded in Deed Book 6547, Page 47, aforesaid records; from William B. Orkin, dated August 30, 1976, filed for record October 26, 1976 and recorded in Deed Book 6580, Page 47, aforesaid records.

9. Flood Plain Indemnification form Mublen Realty Company to Fulton County, a political subdivision of the State of Georgia, dated April 18, 1988, filed for record April 19, 1988, and recorded in Deed Book 11459, Page 325, aforesaid records.
10. Permit to Cut or Trim Trees in favor of Georgia Power Company, dated July 1, 1991, filed for record September 10, 1991, and recorded in Deed Book 14570, Page 107, aforesaid records.
11. Sewer Easement from Morgan Falls Station, Ltd., to Fulton County, Georgia, dated and filed for record November 4, 1991 and recorded in Deed Book 14708, page 312, aforesaid records.
12. Declaration of Easements from Morgan Falls Station, Ltd., a Georgia limited partnership to Monteray, Ltd., a Georgia limited partnership, dated August 20, 1997, filed for record September 9, 1997, and recorded in Deed Book 23106, Page 6, aforesaid records.
13. Terms and conditions of Encroachment and Easement Agreement between LBK 3, L.P., a Delaware limited partnership, et al, First Union National Bank, Trustee, and Merrill Lynch Capital Services, Inc., a Delaware corporation, dated February, 1999, filed for record July 12, 1999, and recorded in Deed Book 27020, Page 324, aforesaid records.
14. Flood Plain Indemnification from LBK 3, L.P. and Fulton County, a political subdivision of the State of Georgia, dated February 19, 1999, filed for record March 11, 1999, and recorded in Deed Book 26261, Page 273, aforesaid records.
15. Terms and conditions of Declaration of Cross-Access and Use Easements by LBK, L.P., a Delaware limited partnership, dated June 28, 2000, field for record July 5, 2000, and recorded in Deed Book 29233, Page 84, aforesaid records.
16. Matters shown on that Exemption Plat recorded at Plat Book 196, Pages 12 and 13, aforesaid records.
17. Memorandum of Lease between LBK 3, L.P. a Delaware Limited Partnership by John B. Krieg, Vice President, Beneke Real Estate Companies, Inc., authorized agent, as Lessors, and Web Service Company, Inc., as Lessee, dated January 13, 1999, filed for record August 16, 1999, and recorded in Deed Book 27487, Page 296, aforesaid records.
18. Memorandum of Lease between LBK, L.P. a Delaware Limited Partnership by John B. Krieg, Executive V.P.; Beneke Real Estate Companies, Inc., a Texas corporation; authorized agent, as Lessors, and Web Service Company, Inc., as Lessee, dated November 22, 1999, filed for record February 14, 2000, and recorded in Deed Book 28529, Page 226, aforesaid records.

19. ALTA/ACSM Land Title Survey for Kings Morgan Falls Apartments, LLC, et al. and First American Title Insurance Company bearing the seal of Jon G. Adams, G.A.R.L.S. No. 2768, dated March 31, 2005 and revised April 27, 2005, discloses the following:
- a. 25' building setback lines along the northerly and easterly boundary of the property;
  - b. storm sewer line, sanitary sewer lines, gas lines, water lines crossing the property;
  - c. 8' wood privacy fence and keystone wall crossing the northeasterly boundary of the property;
  - d. CL Ditch crossing the southerly and easterly boundary of the property;
  - e. Tie In Wall crossing the southerly boundary of the property;
  - f. Concrete driveways crossing only the northwesterly and southwesterly boundary of the property;
  - g. Overhead electric power lines connected to guy wires and power poles crossing the property;
  - h. Easements for access, drainage and sewer crossing the property;
  - i. Overhead cable television and telephone lines crossing the property.

Deed Book 40003 Pg 268  
Filed and Recorded May-13-2005 05:29am  
2005-0177374  
Real Estate Transfer Tax \$3,625.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

PLEASE RECORD AND RETURN TO:

JODY R. MADDOCK  
FIRST AMERICAN TITLE INSURANCE COMPANY  
NATIONAL COMMERCIAL SERVICES  
5775 GLENRIDGE DRIVE, SUITE A-240  
ATLANTA, GEORGIA 30328  
FILE NO.: NCS 140333

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After recording return to:  
Michael B. Denberg, Esq.  
Fieldstone Lester Shear & Denberg, LLP  
201 Alhambra Circle, Suite 601  
Coral Gables, Florida 33134

### LIMITED WARRANTY DEED

THIS INDENTURE is made as of May 13, 2005 between LBK, L.P., a Delaware limited partnership (hereinafter referred to as "Grantor") and Kings Morgan Falls Apartments, LLC, a Georgia limited liability company (hereinafter referred to as "Grantee", with "Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

### WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying and being in Fulton County, Georgia (hereinafter being referred to as the "Land") as more particularly described in the attached Exhibit A, which Exhibit is incorporated herein, together with any and all plants, trees, timber, shrubbery, improvements and fixtures located thereon or attached thereto, and all rights, easements, licenses and benefits appurtenant thereto (together with the Land hereinafter the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit B, which Exhibit is incorporated herein.

County, Georgia (hereinafter being referred to as the "Land") as more particularly described in the attached Exhibit A, which Exhibit is incorporated herein, together with any and all plants, trees, timber, shrubbery, improvements and fixtures located thereon or attached thereto, and all

**AND GRANTOR WILL WARRANT** and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

**[Signature Page Follows]**



EXECUTED under seal as of the date above.

Signed, sealed and delivered  
in the presence of:

Rodann Howe  
Unofficial Witness

[Signature]  
Notary Public

LBK, L.P.,  
a Delaware limited partnership

By: B/K Funds GP, LLC,  
a Delaware limited liability  
company, its authorized agent

By: [Signature] (SEAL)  
Ron Beneke,  
Chief Executive Officer



My Commission Expires: \_\_\_\_\_



LAURA LEE BERRY  
NP-082-03  
COMMISSION EXPIRES:  
JUNE 17, 2007

C:\CB Files\BENEKE\Morgan Falls\Morgan Falls Deed.v1.DOC

EXHIBIT "A"

## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 31, 76 and 84 of the 17th District of Fulton County, Georgia, being more particularly described as Tract 3, 145.8577 acres on that Exemption Plat for Monteray, Ltd., Morgan Falls Station, Ltd. and Chicago Title Insurance Company by Travis Pruitt & Associates, P.C. bearing the stamp and seal of Travis N. Pruitt RLS No. 1729, dated 12-2-96, said plat being recorded at Plat Book 196, Pages 12 and 13, Office of the Clerk of the Superior Court of Fulton County, Georgia.

Said tract also described as:

All that tract or parcel of land, lying and being in Land Lots 31, 76 and 84, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Beginning at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running;

1. North 89 degrees, 25 minutes, 25 seconds, West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the northerly line of n/f Steve and Alice Bostic to an iron pin found in the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence

2. North 34 degrees, 42 minutes 36 seconds West, 844.37 feet along the northeasterly line of Lot 24, 22 and 21 of Wildercliff, Unit II to an iron pin found;

thence The next (2) courses and distances along the northeasterly line of Lot 21:

3. North 23 degrees, 12 minutes, 36 seconds West, 452.18 feet to a point; thence

4. North 18 degrees, 16 minutes, 07 seconds West, 210.90 feet to a point in the easterly line of the Chattahoochee River; thence

5. North 17 degrees, 02 minutes, 29 seconds East, 315.51 feet along the easterly line of the Chattahoochee River to a point, corner to n/f Georgia Power Company (Bull Sluice), as described in Deed Book 14570, Pages 107 through 119; thence

6. North 68 degrees, 58 minutes, 33 seconds East, 1,780.61 feet along the southeasterly line of n/f Georgia Power Company and n/f Fulton County to an iron pin found on the line separating Land Lots 84 and 76; thence

7. South 74 degrees, 14 minutes, 13 seconds East 2,885.41 feet along the southwesterly line of n/f Fulton County to an iron pin found, corner to n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991; thence

8. South 14 degrees, 22 minutes, 50 seconds West, 753.33 feet along the westerly line of n/f John W. Ellis, Jr. And The Citizens and Southern National Bank and along the westerly line of Tract 1 to a point; thence The next (5) courses and distances and the southwesterly, southerly and southeasterly line of Tract 1: being subtended by a chord bearing South 10 degrees, 51 minutes, 34 seconds East and an arc length of 312.95 feet, said curve length of 179.59 feet to a point of tangency; thence

12. North 48 degrees, 28 minutes, 24 seconds East, 153.34 feet to a point of curvature; thence

13. Along a curve to the right, having a radius of 280.00 feet and an arc length of 200.90 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 34 seconds East and having a chord length of 196.62 feet to a point on the westerly right-of-way line of Roswell Road (a.k.a. S.R. #9 - U.S. Route 19, variable right-of-way width); thence

Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991; thence

8. South 14 degrees, 22 minutes, 50 seconds West, 753.33 feet along the westerly line of n/f John W. Ellis, Jr. And The Citizens and Southern National Bank and along the westerly line of Tract 1 to a point; thence

14. Along a curve to the left, having a radius of 1,328.24 feet and an arc length of 202.09 feet, said curve being subtended by a chord bearing South 06 degrees, 02 minutes, 44 seconds West and having a chord length of 201.89 feet along the westerly right-of-way line of Roswell Road to a point; corner to "Tract 2"; thence The next (16) courses and distance along the northerly, northeasterly and northwesterly line of "Tract 2", being the southerly line of Morgan Falls Station (private road easement, variable width):
15. Along a curve to the left, having a radius of 80.00 feet and an arc length of 34.89 feet, said curve being subtended by a chord bearing South 67 degrees, 10 minutes, 06 seconds West and having a chord length of 34.61 feet to a point of tangency; thence
16. South 48 degrees, 28 minutes, 24 seconds West, 153.34 feet to a point of curvature; thence
17. Along a curve to the right, having a radius of 335.36 feet and an arc length of 367.96 feet, said curve being subtended by a chord bearing South 79 degrees, 54 minutes, 27 seconds West and having a chord length of 349.78 feet to a point of compound curvature; thence
18. Along a curve to the right, having a radius of 135.36 feet and an arc length of 70.98 feet, said curve being subtended by a chord bearing North 50 degrees, 39 minutes, 44 seconds West and having a chord length of 70.17 feet to a point of tangency; thence
19. North 35 degrees, 38 minutes, 26 seconds West, 119.50 feet to a point of curvature; thence
20. Along a curve to the left, having a radius of 192.96 feet and an arc length of 149.83 feet, said curve being subtended by a chord bearing North 54 degrees, 38 minutes, 25 seconds West and having a chord length of 146.09 feet to a point of reverse curvature; thence
21. Along a curve to the right, having a radius of 291.65 feet and an arc length of 143.31 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 09 seconds West and having a chord length of 141.87 feet to a point of tangency; thence
22. North 48 degrees, 09 minutes, 48 seconds West, 195.74 feet to a point; thence
23. North 61 degrees, 50 minutes, 06 seconds West, 150.36 feet to a point of curvature; thence
24. Along a curve to the right, having a radius of 621.74 feet and an arc length of 90.06 feet, said curve being subtended by a chord bearing North 55 degrees, 00 minutes, 56 seconds West and having a chord length of 89.98 feet to a point of compound curvature; thence
25. Along a curve to the right, having a radius of 212.38 feet and an arc length of 99.00 feet, said curve being subtended by a chord bearing North 38 degrees, 05 minutes, 13 seconds West and having a chord length of 98.11 feet to a point of tangency; thence
26. North 18 degrees, 37 minutes, 44 seconds West, 87.63 feet to a point of curvature; thence
27. Along a curve to the left, having a radius of 144.23 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 39 degrees, 06 minutes, 18 seconds West, and having a chord length of 91.29 feet to a point of compound curvature; thence
28. Along a curve to the left, having a radius of 338.10 feet and an arc length of 132.25 feet, said curve being subtended by a chord bearing North 70 degrees, 22 minutes, 21 seconds West and having a chord length of 131.41 feet to a point of tangency; thence
29. North 83 degrees, 35 minutes, 04 seconds West, 108.65 feet to a point; thence
30. North 85 degrees, 56 minutes, 18 seconds West, 84.92 feet to a point; thence The next (7) courses and distances along the northwesterly line of Tract 2;
31. South 29 degrees, 22 minutes, 48 seconds West, 94.06 feet to a point of curvature; thence
32. Along a curve to the right, having a radius of 225.25 feet and an arc length of 115.51 feet, said curve being subtended by a chord bearing South 41 degrees, 01 minute, 26 seconds West and having a chord length of 115.51 feet to a point of tangency; thence
37. South 58 degrees, 17 minutes, 50 seconds West, 1,551.20 feet to an iron pin found at the corner of Tract 2.

Beginning.

Containing within said bounds 145.80 acres of land, more or less.

30. North 85 degrees, 56 minutes, 18 seconds West, 84.92 feet to a point; thence The next (7) courses and distances along the northwesterly line of Tract 2;
31. South 29 degrees, 22 minutes, 48 seconds West, 94.06 feet to a point of curvature; thence
32. Along a curve to the right, having a radius of 225.25 feet and an arc length of 115.51 feet, said curve

## LESS AND EXCEPT:

All that certain tract or parcel of land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Commencing at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in Plat Book 104, Page 81 and corner to n/f Steve and Alice Bostic and running North 89 degrees 25 minutes 25 seconds West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the northerly line of n/f Steve and Alice Bostic to an iron pin found in the easterly line of Lot 24 of Wildercliff, Unit II, as recorded in Plat Book 144, Page 30; thence North 34 degrees 42 minutes 36 seconds West, 110.00 feet to a point; thence North 25 degrees 14 minutes 21 seconds East, 988.66 feet to a point; thence North 86 degrees 01 minutes 56 seconds East, 99.67 feet to a point; thence North 22 degrees 08 minutes 10 seconds East, 1329.99 feet to a point; thence North 68 degrees 58 minutes 33 seconds East, 74.90 feet to an iron pin found; thence South 74 degrees 14 minutes 13 seconds East, 1320.69 feet to a point, said point being The Point of Beginning; thence:

1. South 74 degrees 14 minutes 13 seconds East, 1564.72 feet along the southwesterly line of n/f Fulton County to an iron pin found, corner to n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991, to a point; thence
2. South 14 degrees 22 minutes 50 seconds West, 753.33 feet along the westerly line of n/f John W. Ellis, Jr. And The Citizens and Southern National Bank, to a point; thence
3. Along the arc of a curve to the left a distance of 100.00 feet (said arc having a radius of 810.00 feet and being subtended by a chord with a bearing of North 74 degrees 02 minutes 44 seconds West and a distance of 99.94 feet) to a point; thence
4. North 77 degrees 34 minutes 57 seconds West, 128.79 feet to a point; thence
5. North 61 degrees 50 minutes 06 seconds West, 154.26 feet to a point; thence
6. Along the arc of a curve to the right a distance of 81.36 feet (said arc having a radius of 561.74 feet and being subtended by a chord with a bearing of North 54 degrees 43 minutes 51 seconds West and a distance of 81.29 feet) to a point; thence
7. Along the arc of a curve to the right a distance of 62.61 feet (said arc having a radius of 152.38 feet and being subtended by a chord with a bearing of North 39 degrees 15 minutes 08 seconds West and a distance of 62.17 feet) to a point; thence
8. North 18 degrees 37 minutes 44 seconds West, 87.63 feet to a point; thence
10. Along the arc of a curve to the left a distance of 141.41 feet (said arc having a radius of 570.10 feet and being subtended by a chord with a bearing of North 69 degrees 37 minutes 34 seconds West and a distance of 140.67 feet) to a point; thence
11. North 05 degrees 38 minutes 49 seconds West, 94.01 feet to a point; thence
12. South 89 degrees 46 minutes 24 seconds West, 372.03 feet to a point; thence

7. Along the arc of a curve to the right a distance of 62.61 feet (said arc having a radius of 152.38 feet and being subtended by a chord with a bearing of North 39 degrees 15 minutes 08 seconds West and a distance of 62.17 feet) to a point; thence

13. South 36 degrees 52 minutes 22 seconds West, 29.99 feet to a point; thence

14. Along the arc of a curve to the left a distance of 124.68 feet (said arc having a radius of 255.00 feet and being subtended by a chord with a bearing of North 67 degrees 08 minutes 09 seconds West and a distance of 123.44 feet) to a point; thence

15. North 25 degrees 19 minutes 10 seconds West, 421.90 feet to a point; thence

16. North 22 degrees 50 minutes 44 seconds East, 215.00 feet to The Point of Beginning.

Said tract or parcel of land contains 20.29 acres.

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2005, which are not yet due and payable and taxes for prior years arising from re-assessments or digest disputes.
2. Rights of tenants in possession, as tenants only, under unrecorded occupancy agreements.
3. Rights of upper and lower riparian owner's in and to the waters of any creek or stream which bounds or traverses the land, free from increase, decrease or pollution.
4. Amended and Restated Land Use Restriction Agreement by and between Housing Authority of Fulton County, Georgia, First Union National Bank, a national banking association, as Trustee and LBK 3, L.P., a Delaware limited partnership, dated November, 1, 1998, filed for record November 17, 1998, and recorded in Deed Book 25587, Page 7, Fulton County, Georgia records.
5. Memorandum of Agreement and Grant of Easement by and between Morgan Falls Station, Ltd., a Georgia limited partnership and Satellite Television Systems, Inc., a Georgia corporation, dated September 10, 1986, filed for record August 24, 1987, and recorded in Deed Book 11024, Page 237, aforesaid records, as amended by that certain First Amendment of Memorandum of Agreement and Grant of Easement (Cimarron Apartments) by and between Morgan Falls Station, Ltd., a Georgia limited partnership and Satellite Television Systems, Inc., a Georgia corporation, dated February 16, 1987, filed for record August 24, 1987, and recorded in Deed Book 11024, Page 245, aforesaid records, as amended by that certain First Amendment of Memorandum of Agreement and Grant of Easement (Cimarron Apartments) by and between Morgan Falls Station, Ltd., a Georgia limited partnership and Satellite Television Systems, Inc., a Georgia corporation, dated February 16, 1987, filed for record August 27, 1987, and recorded in Deed Book 11031, Page 386, aforesaid records, as amended by that certain Third Amendment to Cable Contract and Right of Access Agreement, Estoppel Certificate and Consent to Assignment (Cimarron Apartments) by and between Memorandum of Agreement and Grant of Easement (Cimarron Apartments) by and between Morgan Falls Station, Ltd., a Georgia limited partnership and National CableSystems Associates, a Georgia general partnership, dated September 28, 1995, filed for record January 16, 1996, and recorded in Deed Book 20550, Page 31 aforesaid records, as assigned by that certain Assignment of Memorandum of Agreement and Grant Easement from National CableSystems

dated February 16, 1987, filed for record August 27, 1987, and recorded in Deed Book 11031, Page 386, aforesaid records, as amended by that certain Third Amendment to Cable Contract and Right of Access Agreement, Estoppel

Associates, a Georgia general partnership to Southern Multimedia Communications, Inc., a Delaware corporation, dated September 28, 1995, filed for record October 6, 1995, and recorded in Deed Book 20143, Page 323, aforesaid records.

6. Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases From LBK 3, L.P., a limited partnership organized under the laws of the State of Delaware to Housing Authority of Fulton County, Georgia, an instrumentality and a public body corporate and politic, dated November 1, 1998, filed November 17, 1988, securing the original principal amount of \$21,895,000.00 and recorded in Deed Book 25587, Page 51, aforesaid records; as assigned by that certain Assignment and Transfer of Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases and other Collateral Documents from Housing Authority of Fulton County, Georgia to First Union National Bank, a national banking association, dated November 12, 1998, filed January 14, 1999 and recorded in Deed Book 26045, Page 327, aforesaid records.
7. Assignment of Rents and Leases from LBK, L.P., a Delaware limited partnership to Housing Authority of Fulton County, Georgia, an instrumentality and public body corporate and politic of the State of Georgia, dated November 1, 1998, filed November 17, 1998, and recorded in Deed Book 25587, Page 109, aforesaid records.
8. UCC Financing Statement showing LBK 3, L.P., as Debtor and Housing Authority of Fulton County, Georgia and First Union National Bank, as Secured Party, filed November 17, 1998, and recorded in Deed Book 25587, Page 123, aforesaid records; as amended by that certain UCC Financing Statement Amendment from of LBK, L.P. to Wachovia Bank, National Association, as successor by merger to First Union National Bank, filed November 17, 2003 and recorded in Deed Book 36506, Page 241, aforesaid records; and as continued in that certain UCC Financing Amendment in favor of Wachovia Bank, National Association, as successor by merger with First Union National Bank, filed November 17, 2003 and recorded in Deed Book 36506, Page 237, aforesaid records.
9. Assignment of Rents and Leases from LBK 3, L.P., a Delaware limited recorded September 16, 1999 in Deed Book 27597, Page 290, aforesaid records.
10. Amended and Restated Land Use Restriction Agreement by and between Housing Authority of Fulton County, Georgia, First Union National Bank, a national banking association, as Trustee and LBK 3, L.P., a Delaware limited partnership,

dated November 1, 1998, filed for record November 17, 1998 and recorded in Deed Book 25587, Page 136, aforesaid records.

11. Memorandum of Agreement and Grant of Easement by and between Monterey, Ltd., a Georgia limited partnership and Satellite Television Systems, Inc., a Georgia corporation, dated September 10, 1986, filed for record August 20, 1987, and recorded in Deed Book 11019, Page 204, aforesaid records, as amended by that certain First Amendment of Memorandum of Agreement and Grant of Easement (Monterey Apartments) by and between Monterey, Ltd., a Georgia limited partnership and Satellite Television Systems, Inc., a Georgia Corporation, dated February 16, 1987, filed for record August 20, 1987, and recorded in Deed Book 11019, Page 219, aforesaid records, as amended by that certain First Amendment of Memorandum of Agreement and Grant of Easement (Monterey Apartments) by and between Monterey, Ltd., a Georgia limited partnership and Satellite Television Systems, Inc., a Georgia corporation, dated February 16, 1987, filed for record August 27, 1987 and recorded in Deed Book 11031, Page 372, aforesaid records, as amended by that certain Third Amendment to Cable Contract and Right of Access Agreement, Estoppel Certificate and Consent to Assignment (Monterey Apartments) by and between Monterey, Ltd., a Georgia limited partnership and National CableSystems Associates, a Georgia general partnership, dated September 28, 1995, filed for record January 16, 1996, and recorded in Deed Book 20550, Page 34, aforesaid records, as amended by that certain Second Amendment of Memorandum of Agreement and Grant of Easement (Monterey Apartments) by and between Monterey, Ltd., a Georgia limited partnership and National CableSystems Associates, a Georgia general partnership, dated September 28, 1995, filed for record January 16, 1996, and recorded in Deed Book 20550, Page 39, aforesaid records, as assigned by that certain Assignment of Memorandum of Agreement and Grant of Easement (Monterey Apartments) from National CableSytems Associates, a Georgia general partnership to Southern Mutimedia Communications, Inc., a Delaware corporation, dated September 28, 1995, filed for record October 6, 1995, and recorded in Deed Book 20143, Page 328, aforesaid records.
12. Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases from LBK 3, L.P., a limited partnership organized under the laws of the State of Delaware to Housing Authority of Fulton County, Georgia, dated November 1, Documents from Housing Authority of Fulton County to First Union National Bank, filed and recorded January 14, 1999 in Deed Book 26045, Page 325, aforesaid records.
13. Assignment of Rents and Leases from LBK 3, L.P., a Delaware limited partnership to Housing Authority of Fulton County, Georgia, dated November 1,

12. Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases from LBK 3, L.P., a limited partnership organized under the laws of the State of



1998, filed November 17, 1998, and recorded in Deed Book 25587, Page 235, aforesaid records.

14. UCC Financing Statement showing LBK 3, L.P., as Debtor and Housing Authority of Fulton County, Georgia and First Union National Bank, as Secured Party, filed November 17, 1998, and recorded in Deed Book 25587, Page 248, aforesaid records; as amended by that certain UCC Financing Statement Amendment showing LBK, L.P., as Debtor and Wachovia Bank, National Association, as successor by merger to First Union National Bank, as Secured Party, filed November 17, 2003, and recorded in Deed Book 36506, Page 233, aforesaid records.
15. Assignment of Rents and Leases from LBK 3, L.P., a Delaware limited partnership to Lehman Brothers Inc., a Delaware corporation, dated September 25, 1997, filed September 26, 1997, and recorded in Deed Book 23178, Page 73, aforesaid records, as assigned by Assignment of Rents and Leases from Lehman Brothers, Inc., a Delaware corporation to Merrill Lynch Capital Services, Inc., a Delaware corporation, dated July 1, 1998, filed September 16, 1999, and recorded in Deed Book 27597, Page 283, aforesaid records.
16. Easements to S. Morgan Smith Company from Reuben C. Ball, dated September 4, 1902, filed for record February 5, 1903, and recorded in Deed Book 163, Page 512, aforesaid records, from William H. Powers, dated September 4, 1902, filed for record December 9, 1902, and recorded in Deed Book 181, Page 752, aforesaid records, from J.W. Ball, dated September 4, 1902, filed for record December 9, 1903, and recorded in Deed Book 181, Page 753, aforesaid records.
17. Easement from Carpenter Securities Corporation, Aldine Chambers and Hughes Spalding to Georgia Railway & Power Company, dated November 26, 1926, filed for record December 7, 1926, and recorded in Deed Book 1054, Page 148, aforesaid records.
18. Easement from Carpenter Securities Corporation to Georgia Power Company, dated January 27, 1933, filed for record July 31, 1933, and recorded in Deed Book 1459, page 493, aforesaid records.
20. Sewer Easements to Fulton County, Georgia from William B. Orkin, dated March 26, 1974, filed for record April 18, 1974 and recorded in Deed Book 6035, Page 392, aforesaid records; from William B. Orkin, dated October 22, 1975, filed for record November 11, 1976 and recorded in Deed Book 6375, Page 113, aforesaid records; from William B. Orkin, dated March 1, 1976, filed for record September 1, 1976 and recorded in Deed Book 6547, Page 47, aforesaid records; from

18. Easement from Carpenter Securities Corporation to Georgia Power Company, dated January 27, 1933, filed for record July 31, 1933, and recorded in Deed Book 1459, page 493, aforesaid records.

William B. Orkin, dated August 30, 1976, filed for record October 26, 1976 and recorded in Deed Book 6580, Page 47, aforesaid records.

21. Easement from William B. Orkin to Cobb County, dated May 30, 1974, filed for record December 4, 1974, and recorded in Deed Book 6181, Page 368, aforesaid records.
22. Exception is made to title to that property lying between the eastern bank of the Chatahoochee River and the property conveyed at Deed Book 799, Page 587.
23. Memorandum of Lease between LBK, L.P. a Delaware Limited Partnership by John B. Krieg, Executive V.P.; Beneke Real Estate Companies, Inc., a Texas corporation; authorized agent, as Lessors, and Web Service Company, Inc., as Lessee, dated November 22, 1999, filed for record February 14, 2000, and recorded in Deed Book 28529, Page 226, aforesaid records.
24. Memorandum of Lease between LBK 3, L.P. a Delaware Limited Partnership by John B. Krieg, Vice President, Beneke Real Estate Companies, Inc., authorized agent, as Lessors, and Web Service Company, Inc., as Lessee, dated January 13, 1999, filed for record August 16, 1999, and recorded in Deed Book 27487, Page 296, aforesaid records.
25. Sanitary Sewer Easement from Morgan Falls Station, Ltd., a Georgia Limited Partnership to Wildercliff Associates, Ltd., a Georgia Limited Partnership, dated September 30, 1984, filed for record October 2, 1984, and recorded in Deed Book 9193, Page 52, aforesaid records.
26. Conservation Easement from Morgan Falls Station, Ltd. to Fulton County, dated October 5, 1984, and recorded in Deed Book 9307, Page 206, aforesaid records.
27. Flood Plain Indemnification form Muben Realty Company to Fulton County, a political subdivision of the State of Georgia, dated April 18, 1988, filed for record April 19, 1988, and recorded in Deed Book 11459, Page 325, aforesaid records.
28. Permit to Cut or Trim Trees in favor of Georgia Power Company, dated July 1, 1991, filed for record September 10, 1991, and recorded in Deed Book 14570, Page 312, aforesaid records.
30. Declaration of Easements from Morgan Falls Station, Ltd., a Georgia limited partnership to Monteray, Ltd., a Georgia limited partnership, dated August 20, 1997, filed for record September 9, 1997, and recorded in Deed Book 23106, Page 6, aforesaid records.

April 19, 1988, and recorded in Deed Book 11459, Page 325, aforesaid records.

28. Permit to Cut or Trim Trees in favor of Georgia Power Company, dated July 1,

31. Terms and conditions of Encroachment and Easement Agreement between LBK 3, L.P., a Delaware limited partnership, et al, First Union National Bank, Trustee, and Merrill Lynch Capital Services, Inc., a Delaware corporation, dated February, 1999, filed for record July 12, 1999, and recorded in Deed Book 27020, Page 324, aforesaid records.
32. Flood Plain Indemnification from LBK 3, L.P. and Fulton County, a political subdivision of the State of Georgia, dated February 19, 1999, filed for record March 11, 1999, and recorded in Deed Book 26261, Page 273, aforesaid records.
33. Terms and conditions of Declaration of Cross-Access and Use Easements by LBK, L.P., a Delaware limited partnership, dated June 28, 2000, filed for record July 5, 2000, and recorded in Deed Book 29233, Page 84, aforesaid records.
34. ALTA/ACSM Land Title Survey for Kings Morgan Falls Apartments, LLC, et al. and First American Title Insurance Company bearing the seal of Jon G. Adams, G.A.R.L.S. No. 2768, dated March 31, 2005 and revised April 27, 2005, discloses the following:
  - a. Center line of Draw with headwalls, pipes, catch basins and drop inlets in Easter portion of the land;
  - b. sanitary sewer lines with manholes running throughout the land;
  - c. pipes with drop inlets, junction boxes and headwalls throughout the land;
  - d. center line of creek and approximate location of flood line running into lake with concrete spillway and runoff flowing across center of land;
  - e. two manholes located in south central portion of land;
  - f. wetweather ditch serving adjacent property to the south flowing into south central portion of the land;
  - g. centerline of creek flowing into land across Southern boundary of land;  
boundary of land,
  - j. Morgan Falls sanitary sewer pump station in Western end of land;
  - k. overhead power lines with poles and guy wires along western boundary of land;

- i. wetweather ditch serving adjacent property to the south flowing into south central portion of the land;

- l. existing trail running through Western portion of land;
- m. centerline of creek flowing into land across Southwestern portion of land;
- n. Chattahoochee River runs along Western boundary of land;
- o. ten foot more or less asphalt drive along Chattahoochee River near West boundary of land;
- p. Setbacks: 40 foot front, 25 foot side interior lots, 40 foot side corner lots at street, and 25 foot rear;
- q. land is located within 2000 foot river corridor, map No. 13121C0134E, dated June 22, 1998.
- r. 100' Georgia Power Company easement crossing the southwesterly boundary of the property;
- s. Overhead power lines and guy wires crossing the property;
- t. Permanent non-development conservation easement to Fulton County crossing the easterly boundary of the property;
- u. 6' chain link fence running along the southerly boundary line of the property;
- v. Granite walls, concrete retaining walls, concrete walks, and curbs crossing the property;
- w. Abandoned power poles, lamp posts, electric meters, electric boxes, fire hydrants, air conditioning units, water meters, water valves, manholes, pipes, telephone and cable television boxes, gas meters, gas valves, headwalls, intermediate regional flood line, catch basins, drop inlets, concrete, transformers located on the property;
- x. 6' chain link fence along north boundary of property;
- aa. Encroachment of buildings along the northwest and southwest boundary of the land;
- bb. Abandoned power poles, lamp posts, electric meters, electric boxes, fire hydrants, air conditioning units, water meters, water valves, manholes, telephone

intermediate regional flood line, catch basins, drop inlets, concrete, transformers located on the property;

and cable television boxes, gas meters, gas valves, headwalls, intermediate regional flood line, catch basins, drop inlets, concrete and transformers located on the property;

cc. Permanent non-development conservation easement to Fulton County crossing the property.

dd. curb and gutter serving easement encroaches into right-of way of Roswell Road by an undisclosed amount;

ee. pipes with catch basins and headwalls throughout easement area;

ff. sanitary sewer line with manholes running through Western portion of easement area;

gg. telephone boxes, transformers, fire hydrants, water valves, water meters and other utility apparatus located throughout land.

35. Matters shown on that Exemption Plat filed and recorded in Plat Book 196, Page 12 and 13, aforesaid records.