

mail  
Morgenstern & Baker  
73 First St.  
Hoschton, Ga 30548

Deed Book 14727 Pg 205  
Filed and Recorded Sep-29-2009 04:16pm  
2009-0126684  
Real Estate Transfer Tax \$662.50

Jay C. Stephenson

LIMITED WARRANTY DEED

STATE OF GEORGIA, COUNTY OF

Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

This Indenture made this 24th day of September, in the year Two Thousand Two Thousand Nine, between CONTRARIAN PROPERTIES II, LLC., of the County of <sup>Cobb</sup> State of Georgia, as party or parties of the first part, hereinafter called Grantor, and TRIANGLE DDS (KENNESAW), LLC., as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 579 AND 848 OF THE 16TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA BEING TRACT IV OF BLOCK 'K', AS SUBDIVISION PLAT OF BLOCK 'K', TOWN CENTER AT COBB, AS PER PLAT RECORDED IN PLAT BOOK 106, PAGE 96, COBB COUNTY, GEORGIA RECORDS, AS REVISED IN PLAT BOOK 116, PAGE 67, AFORESAID RECORDS, AS RE-RECORDED, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT A POINT LOCATED AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF GEORGE BUSBEE PARKWAY (112 FOOT RIGHT OF WAY AT THIS POINT) AND THE MITER OF THE NORTHWESTERLY RIGHT OF WAY LINE OF TOWN CENTER DRIVE (80 FOOT RIGHT OF WAY); RUNNING THENCE NORTH 40 DEGREES 48 MINUTES 47 SECONDS WEST A DISTANCE OF 379.09 FEET TO AN IRON PIN FOUND, SAID IRON PIN FOUND BEING THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING AS THIS ESTABLISHED, RUNNING THENCE NORTH 40 DEGREES 48 MINUTES 47 SECONDS WEST A DISTANCE OF 141.21 FEET TO A NAIL FOUND AT THE INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE OF GEORGE BUSBEE PARKWAY AND THE SOUTHEASTERLY MARGIN OF A PRIVATE DRIVE KNOWN AS STREET B; RUNNING THENCE ALONG THE SOUTHEASTERLY MARGIN OF STREET B AND ALONG AN ARC OF A CURVE TO THE RIGHT AN ARC DISTANCE OF 72.22 FEET TO AN IRON PIN SET (SAID ARC HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 20 DEGREES 50 MINUTES 48 SECONDS EAST FOR 86.31 FEET) RUNNING THENCE NORTH 40 DEGREES 11 MINUTES 18 SECONDS EAST A DISTANCE OF 22.89 FEET TO AN IRON PIN SET; CONTINUING THENCE ALONG THE SOUTHEASTERLY MARGIN OF STREET B AND ALONG AN ARC OF A CURVE TO THE LEFT AN ARC DISTANCE OF 194.32 FEET TO AN IRON PIN SET (SAID ARC HAVING A RADIUS OF 615.76 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 40 DEGREES 09 MINUTES 47 SECONDS EAST FOR 193.51 FEET); RUNNING THENCE SOUTH 40 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 204.52 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 40 DEGREES 11 MINUTES 18 SECONDS WEST A DISTANCE OF 275.00 FEET TO AN IRON PIN FOUND, SAID IRON PIN FOUND BEING THE TRUE POINT OF BEGINNING.

TOGETHER WITH ALL REAL PROPERTY THAT MAY BENEFIT THE PROPERTY AS ARISING UNDER THE FOLLOWING INSTRUMENTS. SEE ATTACHED EXHIBIT A-1 AND EXHIBIT B FOR PERMITTED EXCEPTIONS.

THIS CONVEYANCE and the warranties and obligation to defend herein contained are expressly made subject to those matters set forth in Exhibit B attached hereto and incorporated herein by this reference.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of  
Witness  
Notary Public  
My commission expires:  
VICTORIA STEELE  
NOTARY PUBLIC  
APR 22 2011  
COBB COUNTY, GEORGIA

CONTRARIAN PROPERTIES II, LLC.  
CLINTON P. MANAGING MEMBER (SEAL)

ORIGINAL APPEARANCE  
OF DOCUMENT

After Recording Return to:  
Morgenstern & Baker, LLC  
P.O. Box 387  
Hoschton, GA 30548  
706-658-2391

**EXHIBIT B**

**Permitted Exceptions**

1. The lien of taxes and assessments for 2010 and for subsequent years, not yet due and payable;
2. Taxes or special assessments that are not shown as existing liens by the public records;
3. Matters that would be shown by an accurate survey and inspection of the property; and
4. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record, however, the reference to the foregoing shall not serve to re-impose the same to the extent same are invalid or unenforceable.
5. The Restrictive Covenants set forth in that certain Warranty Deed from Cobb Peri Associates to First American Bank of Georgia, N.A., dated June 16, 1989, and recorded in Deed Book 5373, page 80, Cobb County, Georgia Deed Records.

## EXHIBIT A-1

ORIGINAL APPEARANCE  
OF DOCUMENT

## EASEMENT A

TOGETHER WITH those easement rights arising under that certain Grant of Easement by and between Cobb Place Associates, L.P., a Georgia limited partnership and Cobb Peri Associates, a Georgia limited partnership, dated as of January 29, 1985, filed for record January 30, 1985 at 2:10 p.m., recorded in Deed Book 3388, Page 263, Records of Cobb County, Georgia; as amended by that certain Amendment to Grant of Easement by and between Cobb Place Associates, L.P., a Georgia limited partnership and Cobb Peri Associates, a Georgia limited partnership, undated, filed for record April 17, 1986 at 4:13 p.m., recorded in Deed Book 3889, Page 201, aforesaid Records; as further amended by that certain Second Amendment to Grant of Easement by and between Cobb Place Associates, L.P., a Georgia limited partnership and Cobb Peri Associates, a Georgia limited partnership, dated as of March 11, 1987, filed for record May 18, 1987 at 8:18 a.m., recorded in Deed Book 4473, Page 516, aforesaid Records.

## EASEMENT B AND C

TOGETHER WITH those easement rights arising under that certain Construction and Operating Agreement by and between Cobb Place Associates, L.P., a Georgia limited partnership, R. H. Macy & Co., Inc., a New York corporation d/b/a "Davison's", Federated Department Stores, Inc., a Delaware corporation and Sears, Roebuck and Co., a New York corporation, undated, filed for record January 30, 1985 at 2:10 p.m., recorded in Deed Book 3388, Page 371, aforesaid Records; as effected by that certain Scrivener's Affidavit by Ruth B. McLarty, dated May 2, 1985, filed for record May 7, 1985 at 5:00 p.m., recorded in Deed Book 3490, Page 320, aforesaid Records; as amended by that certain First Amendment to Construction and Operating Agreement by and between Cobb Place Associates, L.P., a Georgia limited partnership, Macy's Atlanta, Inc., a Delaware corporation, Federated Department Stores, Inc., a Delaware corporation, Sears, Roebuck and Co., a New York corporation and Mervyn's, a California corporation, dated as of March 26, 1987, filed for record March 30, 1987 at 4:57 p.m., recorded in Deed Book 4398, Page 138, aforesaid Records; as further amended by that certain Second Amendment to Construction and Operating Agreement by and between Cobb Place Associates, L.P., a Georgia limited partnership, Macobb Properties Corp., a Delaware corporation, Rich's Real Estate, Inc., a Delaware corporation, Sears, Roebuck and Co., a New York corporation, Mervyn's, a California corporation and Parisian, Inc., an Alabama corporation, dated as of August 7, 1991, filed for record December 6, 1991 at 2:46 p.m., recorded in Deed Book 6374, Page 511, aforesaid Records; as assigned by that certain Assignment and Assumption Agreement from Mervyn's, a California corporation to J.C. Penney Company, Inc., a Delaware corporation, dated as of April 10, 1997, filed for record April 17, 1997 at 10:04 a.m., recorded in Deed Book 10301, Page 476, aforesaid Records; as further assigned by that certain Assignment & Assumption Agreement by and between Macy's

Primary Real Estate, Inc., a Delaware corporation and Macy's East, Inc., an Ohio corporation, dated effective as of June 26, 1999, filed for record July 29, 1999 at 3:46 p.m., recorded in Deed Book 12751, Page 222, aforesaid Records; as further assigned by that certain Assignment of Operating Agreement by and between Cobb Place Associates, L.P., a Georgia limited partnership and Town Center at Cobb, LLC, a Delaware limited liability company, dated as of May 23, 2007, filed for record June 6, 2007 at 1:33 p.m., recorded in Deed Book 14497, Page 6028, aforesaid Records.

**EASEMENT C**

TOGETHER WITH those easement rights arising under that certain Thirty Foot Alleyway and Utility Easement by Cobb Center Associates, a Georgia limited partnership, dated as of January 9, 1985, filed for record January 10, 1985 at 4:25 p.m., recorded in Deed Book 3372, Page 358, aforesaid Records; as amended by that certain Amendment No. 1 to 30 foot Alleyway and Utility Easement by and between Cobb Perf Associates, a Georgia limited partnership, The Citizens and Southern National Bank, a national banking association, Marvin L. Komisarow, Sam T. Ingram, Steven L. Cochran, Erika H. Komisarow and Steven J. Komisarow, dated June 16, 1989, filed for record June 20, 1989 at 11:50 a.m., recorded in Deed Book 5373, Page 115, aforesaid Records.

**EASEMENT D**

TOGETHER WITH those easement rights arising under that certain Storm Drain Easement by and between D. Scott Hudgens, Jr. and First American Bank of Georgia, N.A., a banking institution, dated as of June 16, 1989, filed for record June 20, 1989 at 11:50 a.m., recorded in Deed Book 5373, Page 107, aforesaid Records.

**EASEMENT E**

TOGETHER WITH those easement rights arising under that certain Declaration of Storm Sewer Easement by Cobb Center Associates (CCA), a Georgia limited partnership, dated as of January 29, 1985, filed for record January 30, 1985 at 2:10 p.m., recorded in Deed Book 3388, Page 142, aforesaid Records; as amended by that certain Amendment of Declaration of Storm Sewer Easement by Cobb Place Associates, L.P., a Georgia limited partnership, dated as of May 8, 1986, filed for record May 13, 1986 at 11:11 a.m., recorded in Deed Book 3832, Page 141, aforesaid Records.

**EASEMENT F**

TOGETHER WITH those easement rights arising under that certain Sanitary Sewer Easement from Cobb Center Associates, a Georgia limited partnership to Cobb County, a political subdivision of the State of Georgia, dated January 9, 1985, filed for record January 10, 1985 at 4:26 p.m., recorded in Deed Book 3372, Page 366, aforesaid Records; as affected by that certain Easement Relocation Agreement by and between

Cobb Perf Associates, a Georgia limited partnership, Cobb Place Associates, L.P., a Georgia limited partnership, First American Bank of Georgia, N.A., a banking institution and Cobb County, a political subdivision of the State of Georgia, dated June 16, 1989, filed for record July 21, 1989 at 11:35 a.m., recorded in Deed Book 5407, Page 112, aforesaid Records.