

FILED & RECORDED
DEKALB CO., GA

GIDDENS, DAVIDSON & MITCHELL, P.C.
5000 SNAPPINGER WOODS DR., SUITE B
DECATUR, GA 30035
(404) 987-7007

SPECIAL WARRANTY DEED

Oct 9 3 43 PM '97
STATE OF GEORGIA

CLERK OF SUPERIOR COURT
DEKALB COUNTY, GA

DeKalb County, Georgia
Real Estate Transfer Tax
Paid \$ 50.00

Date 10-9-97
CLERK, SUPERIOR COURT

By: Lisa (Liz) [Signature]
Deputy Clerk

(E)
Burdin

This indenture made as of this 7th day of October in the year of our Lord One Thousand
Nine Hundred and Ninety Seven, between FIRST SOUTHERN INVESTMENT COMPANY, a
Georgia corporation, as Grantor, and MCKEEVER AUTOMOTIVE GROUP, INC., a Georgia
corporation, as Grantee.

In this deed, wherever the context so requires, the masculine gender includes feminine
and/or neuter and the singular number includes the plural, wherever herein a verb, pronoun or
other part of speech is used in the singular, and there be more than one Grantor or Grantee, said
singular part of speech shall be deemed to read as the plural, and each Grantor shall always be
jointly and severally liable for the performance of every promise and agreement made herein.
Wherever herein Grantor or Grantee is used, the same shall be construed to mean as well, the
heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS
(\$10.00) and other valuable considerations, in hand at and before the sealing and delivery of
these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by
these presents does grant, bargain, sell and convey unto said Grantee all that tract or parcel of
land lying and being in Land Lot 161 of the 15th District and Land Lot 6 of the 16th District of
DeKalb County, Georgia, and being more particularly described on Exhibit "A" attached hereto
and made a part hereof by this reference (the "Property").

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TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, his heirs and assigns, forever, in fee simple, subject to the Permitted Exceptions set forth in Exhibit "B" attached hereto and made a part hereof.

AND THE SAID GRANTOR, for himself, his heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property, unto the said Grantee, his heirs and assigns, against the lawful claims of all persons claiming by, through or under the said Grantor.

"GRANTOR"

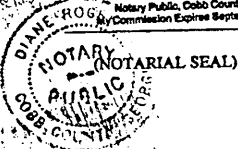
FIRST SOUTHERN INVESTMENT COMPANY
a Georgia coporation

Signed, sealed and delivered
this 13th day of September, 1997,
in the presence of:

Witness

[Signature]
Notary Public
My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires September 27, 1997



By: [Signature]
H. Ray McPhail, President

Attest: [Signature]
Richard Newton, Sr., Secretary

CORPORATE
[NOTARY SEAL]



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 161 OF THE 16TH DISTRICT AND LAND LOT 8 OF THE 16TH DISTRICT OF DEKALB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING BEGIN AT AN IRON PIN PLACED ON THE WESTERN RIGHT-OF-WAY LINE OF SOUTH HAIRSTON ROAD (RIGHT-OF-WAY VARIES) A DISTANCE OF 131.79 FEET NORTHERLY AS MEASURED ALONG SAID RIGHT OF WAY LINE FROM THE EASTERNMOST POINT OF THE MITRE LINE AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF SOUTH HAIRSTON ROAD AND THE NORTHEASTERN RIGHT-OF-WAY LINE OF COVINGTON HIGHWAY (A/K/A U.S. HIGHWAY 278 AND STATE ROUTE NUMBER 12-RIGHT OF WAY VARIES); THENCE ALONG THE WESTERN RIGHT OF WAY LINE OF SOUTH HAIRSTON ROAD NORTH 14 DEGREES 07 MINUTES 04 SECONDS EAST A DISTANCE OF 144.863 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG THE WESTERN RIGHT OF WAY LINE OF SOUTH HAIRSTON ROAD NORTH 20 DEGREES 12 MINUTES 12 SECONDS EAST A DISTANCE OF 99.24 FEET TO A CONCRETE MONUMENT FOUND AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH WESTERLY ALONG THE WESTERN RIGHT OF WAY LINE OF SOUTH HAIRSTON AN ARC DISTANCE OF 204.90 FEET TO A CONCRETE MONUMENT FOUND (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 5 DEGREES 11 MINUTES 35 SECONDS EAST AND A DISTANCE OF 204.13 FEET); THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 03 DEGREES 25 MINUTES 32 SECONDS WEST A DISTANCE OF 43.34 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 75 DEGREES 59 MINUTES 35 SECONDS WEST A DISTANCE OF 258.97 FEET TO A POINT; RUNNING THENCE NORTH 14 DEGREES 24 MINUTES 40 SECONDS EAST A DISTANCE OF 50.0 FEET TO A POINT; RUNNING THENCE NORTH 76 DEGREES 59 SECONDS 35 SECONDS WEST A DISTANCE OF 124.95 FEET TO A POINT; RUNNING THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS WEST A DISTANCE OF 208.83 FEET TO A POINT; RUNNING THENCE SOUTH 74 DEGREES 09 MINUTES 23 SECONDS EAST A DISTANCE OF 100.13 FEET TO A POINT; RUNNING THENCE SOUTH 04 DEGREES 08 MINUTES 16 SECONDS WEST A DISTANCE OF 77.93 FEET TO A IRON PIN FOUND; RUNNING THENCE SOUTH 74 DEGREES 09 MINUTES 16 SECONDS EAST A DISTANCE OF 273.37 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF SOUTH HAIRSTON ROAD AND THE TRUE POINT OF BEGINNING; CONTAINING 2.5 ACRES, MORE OR LESS AS SHOWN ON SURVEY PREPARED FOR FIRST SOUTHERN INVESTMENT COMPANY AND THE THE PEP BOYS BY SURVEY CONCEPTS, INC. DATED MARCH 28, 1996 AND FINALLY REVISED JULY 24, 1996.

SUBJECT TO THE RESERVATION OF EASEMENTS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A-1"

PERMITTED EXCEPTIONS

1. All taxes subsequent to the year 1995, and any additional taxes that may result from a reassessment of the subject Property.
2. Easement from Felton L. Dutton to Georgia Power Company, dated May 31, 1948, filed for record June 2, 1948 at 3:00 p.m., recorded in Deed Book 731, Page 330, Records of DeKalb County, Georgia.
3. Easement from F. L. Dutton to Georgia Power Company, dated April 3, 1944, filed for record January 3, 1945 at 11:00 a.m., recorded in Deed Book 611, Page 449, aforesaid Records.
4. Easement from J. J. Whatley to Georgia Power Company, dated March, 1942, filed for record May 22, 1942 at 3:00 p.m., recorded in Deed Book 566, Page 395, aforesaid Records.
5. Easement from O. D. Grice to Georgia Power Company, dated April 7, 1944, filed for record January 3, 1945, at 11:00 a.m., recorded in Deed Book 611, Page 450, aforesaid Records.
6. Right-of-Way Deed from Minnie Ola Mobley Grice, Frieda Carole Grice Searls and Cheryl Faye Grice Turner to Department of Transportation, dated October 21, 1988, filed for record October 24, 1988 at 11:30 a.m., recorded in Deed Book 6274, Page 73, aforesaid Records.
7. Declaration of Covenants, Prohibited Uses and Conditions of Use Agreement, dated August 30, 1996 and recorded in Deed Book 9128, page 322, aforesaid Records.
8. Easement and Restrictive Covenant Agreement dated August 30, 1996 and recorded in Deed Book 9128, page 335, aforesaid Records, as amended by Amendatory Easement and Restrictive Covenant Agreement dated July 10, 1997.
9. Sewer Easements in favor of DeKalb County, Georgia dated August __, 1996 and recorded in DeKalb County, Georgia Records in:
Deed Book 9128, page 354
Deed Book 9128, page 346
Deed Book 9128, page 350

EXHIBIT "B"

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RESERVATION OF EASEMENTS

1. Reservation of Easement by First Southern. First Southern Investment Company (hereinafter "First Southern") hereby reserves unto itself, its successors and assigns, for the benefit of First Southern, and its successors and assigns, and also for the benefit of all owners, lessees, sublessee, tenants, licensees, invitees, guests and occupants of the First Southern Property (described in Exhibit "A-2", attached hereto and made a part hereof), or any portion or portions thereof, or any interest or interests therein, a non-exclusive perpetual easement for access (but not parking) in, over, and across any driveway area that now or hereafter located on the McKeever Automotive Group, Inc. Property that connects the First Southern Property to South Hairston Road (hereinafter the "First Southern Access Easements Area"), and if said driveway is constructed by First Southern at a location that will not interfere with the development of the McKeever Property described in Exhibit "A". The easement in, over and across the First Southern Access Easement Area located on the McKeever Automotive Group, Inc. Property herein granted shall be used for additional access (but not parking), both vehicular and pedestrian, to and from said First Southern Property and South Hairston Road and Covington Highway, over the Pep Boys Easement recorded in Deed Book 9128, page 335, DeKalb County, Georgia Records; and First Southern shall have the right, but not the obligation, to construct, repair and maintain the First Southern Access Easement Area, and all uses shall be in common with the uses of the easement herein granted to or retained by McKeever Automotive Group, Inc., its successors and assigns, and all owners, lessees, sublessee, tenants, licensees, invitees, guests and occupants of the McKeever Property. Said easement shall be appurtenant to the First Southern Property. The grant of the easement herein is not intended to

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convey fee simple title, but only an easement interest therein. Provided, however, should First Southern desire to connect the First Southern Property to South Hairston Road by the access easement herein granted before McKeever Automotive Group, Inc. develops the McKeever Property, First Southern may construct such driveway at its cost and expense. Provided, further, however, McKeever Automotive Group, Inc. reserves the right to relocate and move the First Southern Access Easement Area at its expense from time to time, but shall not deprive First Southern of the access easement herein granted. PROVIDED, HOWEVER, First Southern will not use the Easement Area for heavy truck or equipment traffic, except as for construction or repair of improvements on the First Southern Property. Any damage to driveways on the McKeever Automotive Group, Inc. Property as a result of such occasional traffic shall be repaired at the expense of First Southern.

2. Reservation of Utility Easement by First Southern. First Southern hereby reserves unto itself, its successors and assigns, for the benefit of First Southern, its successors and assigns, and also for the benefit of all owners, leasees, sublessees, tenants and occupants of the First Southern Property, or any portion or portions thereof, or any interest or interests therein, a perpetual, non-exclusive easement for construction, installation and connection to and use of all storm sewer lines and related facilities located on that portion of the formerly First Southern Property and now the McKeever Automotive Group, Inc. Property, as shown on the Dimensioned Site Plan, Pep Boys, prepared by John Moll & Associates, Inc., dated July 12, 1996, attached as Exhibit "C" to that certain Easement and Restrictive Covenant Agreement recorded in Deed Book 9128, page 340, DeKalb County, Georgia Records, which is incorporated herein and made a part

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hereof, which shall be constructed and installed by First Southern and at First Southern's sole expense, should First Southern desire to utilize the easement herein granted, or as may thereafter be relocated by McKeever Automotive Group, Inc. at its sole costs and expense, from time to time. Said easements shall be appurtenant to the First Southern Property.

First Southern previously granted to DeKalb County, Georgia a sanitary sewer easement which entered the McKeever Automotive Group, Inc. Property in the southeast corner thereof and ran along South Hairston Road within an easement area fifteen (15) feet in width and parallel to the western boundary line of South Hairston Road for the entire length of the formerly First Southern frontage on South Hairston Road, and connected into the clean out shown on the site plan, described in Easement and Restrictive Covenant Agreement recorded in Deed Book 9128, page 340, DeKalb County, Georgia Records, and then run through the sanitary sewer line constructed by Pep Boys under and through the James W. Parker Property, Sara Fay Parker Property and the Dorothy B. Pilgrim Property, pursuant to Sanitary Sewer Easements from James W. Parker, Sara Fay Parker and Dorothy B. Pilgrim to DeKalb County, Georgia (hereinafter the "Parker and Pilgrim Easements") and into the public sewer system manhole located within the right-of-way of South Hairston Road north of the southeast corner of the Pilgrim Property. The First Southern Property shall be served by the DeKalb County public sewer system and connected to that system through the First Southern, Parker and Pilgrim Sewer Line Easements previously granted to DeKalb County.

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LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 161 of the 15th District of DeKalb County, Georgia, being more particularly described as follows:

A 0.456 acre (more or less) tract at the rear of the McKeever Tract described in Exhibit "A". The eastern line of this parcel is the western line of the McKeever Tract and is the remainder of the property, not previously conveyed by First Southern Investment Company, conveyed to First Southern Investment Company by Ola Mae Grice Westbrook, et al., by Quit Claim Deed dated August 29, 1996 and recorded in Deed Book 9128, page 316, DeKalb County, Georgia Records.

EXHIBIT "A-2"

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