

PURCHASE AND SALE AGREEMENT

Deeded Corridor

This PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 12th day of May, 2025 by and between **THE CITY OF CLEVELAND, GEORGIA**, a municipal corporation created and existing pursuant to Georgia law ("Seller" or "City") and **GRACE OF GEORGIA DEVELOPMENTS, LLC**, a Wyoming limited liability company ("Purchaser" or "Grace of Georgia"). The date on which this Agreement is last executed by Purchaser or Seller shall be the "Effective Date."

PREMISES:

- A. The City is the owner of certain land and improvements located on Donald E. Thurmond Parkway in the City of Cleveland, County of White, State of Georgia, with Tax Parcel Number 048A 079B, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "City Property").
- B. E. Ray Black Sr., Four S Management, LLC, a Georgia limited liability company, Chadwick Black, Alexander Investments Inc., a Georgia corporation, and the Estate of Sandra Alexander (collectively referred to herein as "Ray Black") are the owners of certain land and improvements located at 475 Underwood Farm Road in the City of Cleveland, County of White, State of Georgia, which shares a common boundary with the City Property, as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Ray Black Property").
- C. Grace of Georgia has entered into negotiations with Ray Black to enter into an Agreement of Purchase and Sale for the Ray Black Property (the "Ray Black Purchase Agreement").
- D. To encourage development, the City has agreed to sell to Grace of Georgia a deeded access corridor through the City Property from Donald E. Thurman Parkway to the Ray Black Property (the "Deeded Corridor") for Purchaser's access to the Ray Black Property as more particularly described on Exhibit "C" attached hereto and incorporated herein by reference.
- E. The parties desire to enter into this Agreement, all on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements set forth hereinafter, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **Sale and Description of Deeded Corridor.** Subject to and upon the terms and conditions herein provided, Purchaser agrees to buy the Deeded Corridor from Seller and Seller agrees to sell the Deeded Corridor to Purchaser.

2. **Closing Date.** Closing on the purchase of the Deeded Corridor (the "**Closing**") shall be held at the same date and time as the closing for Grace of Georgia's purchase of the Ray Black Property pursuant to the Ray Black Purchase Agreement (the "**Closing Date**"), but in no event shall the Closing be held any later than December 1, 2027 (the "**Outside Closing Date**").

3. **Title.** At Closing (as defined herein), Seller shall convey to Purchaser good and marketable fee simple title to the Deeded Corridor. The deed of conveyance shall contain reversionary language reasonably acceptable to Seller and Purchaser providing that title to the Deeded Corridor shall immediately revert to Seller if construction of access across the Deeded Corridor has not commenced by December 1, 2028.

4. **Examination and Inspection of the Property.**

(a) **Inspection Period.** Purchaser shall have from the Effective Date through the date of Closing (the "**Inspection Period**") in which to inspect the Deeded Corridor and all matters related thereto, including without limitation, environmental conditions, zoning, utilities, taxes, and the physical condition of the Deeded Corridor. To assist Purchaser with its inspections, Seller shall, within two (2) business days after the Effective Date, deliver or otherwise make available to Purchaser all documents, notices, instruments and materials which relate to the Deeded Corridor and are in the possession or control of Seller.

(b) **Entry onto the Deeded Corridor and Indemnity.** Purchaser and its agents and other persons employed by Purchaser shall have the right at any time prior to Closing to enter the Deeded Corridor to inspect, examine and survey the Deeded Corridor and to access the Ray Black Property. Purchaser shall indemnify and hold Seller harmless against and from any claims by third parties to the extent due to the activities of the parties performing surveys and inspections for Purchaser or for any damage to the City Property or the Deeded Corridor as a result of such activities; provided, however, the indemnity shall not extend to claims or liabilities arising out of the discovery of any existing City Property conditions or resulting from any negligence of Seller or Seller's agents.

5. **Closing Documents, Costs and Procedures.**

(a) **Seller's Deliveries.** At Closing, Seller shall deliver the following:

(i) a duly executed limited warranty deed to the Deeded Corridor, which deed shall warrant title to the Deeded Corridor against the claims of all

parties claiming by, through or under Seller, and which deed shall contain reversionary language consistent with Section 3 of this Agreement;

(ii) a duly executed affidavit concerning no brokers involved in the transaction;

(iii) a duly executed owner's affidavit to enable Purchaser to obtain a title insurance policy;

(iv) evidence of the authority and incumbency of persons signing documents on behalf of Seller;

(v) a closing statement;

(vi) any other documents which are reasonably required by the company providing title insurance which do not extend or expand the Seller's liabilities hereunder.

(b) Purchaser's Deliveries. At Closing, Purchaser shall deliver the following:

(i) a duly executed affidavit concerning no brokers involved in the transaction;

(ii) a closing statement; and

(iii) any other documents which are reasonably required by the company providing title insurance which do not extend or expand the Purchaser's liabilities hereunder.

(c) Closing Costs. Purchaser will be responsible for the costs of recording the limited warranty deed, title insurance premiums and title commitment costs. Each party will pay its own attorneys' fees.

(d) Possession. At the time of Closing, Seller shall deliver exclusive possession of the Deeded Corridor to Purchaser.

6. No Obligation. In no way does this Agreement or anything contained herein obligate Grace of Georgia to enter into the Ray Black Purchase Agreement or close on the purchase of the Ray Black Property. In the event of any termination of the Ray Black Purchase Agreement, or if Purchaser determines in its sole discretion not to enter into the Ray Black Purchase Agreement, this Agreement shall terminate immediately upon written notice from Purchaser to Seller, and neither party shall have any further obligations under this Agreement except for any terms and conditions expressly surviving the termination hereof.

7. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that each of the following are true, correct and complete in all material respects as of the Effective Date and will be true, correct, and complete in all material respects as of the Closing Date:

(a) Seller has the right, power and authority to enter into this Agreement and to sell the Deeded Corridor in accordance with the terms and conditions hereof.

(b) This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Seller, constitutes the valid and binding agreement of Seller, and is enforceable against Seller in accordance with its terms.

(c) The execution and delivery of this Agreement and the performance by Seller of its obligations under this Agreement do not and will not contravene, or constitute a default under any provisions of any of Seller's governance documents, or any applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding on Seller.

(d) Seller has no knowledge of any pending or contemplated condemnation proceedings affecting the City Property or any part thereof.

(e) Seller has the exclusive right of possession of the City Property.

(f) No person or entity, except as set forth herein, has any rights in or to acquire the City Property or any part thereof.

(g) Seller has no knowledge of any uncured violations of any applicable federal, state or local law, ordinance, regulation, order, rule or requirement affecting the City Property or the construction, management, ownership, maintenance or use thereof (including, without limitation, building, health and environmental laws, regulations and ordinances).

Seller will notify Purchaser in writing if it receives knowledge or information prior to Closing that any of the above representations and warranties are not substantially true. All of Seller's warranties and representations hereunder shall survive for a period ending on the first anniversary of the Closing Date.

8. Seller Default. If (i) any representation or warranty of Seller is not true in any material respects or (ii) Seller fails or refuses to perform its covenants and obligations pursuant to this Agreement or otherwise defaults hereunder, Purchaser shall have the right either to seek specific performance of Seller's obligations under this Agreement or to terminate this Agreement by giving written notice thereof to Seller. If Purchaser elects to terminate, upon such termination notice, neither party hereto shall have any further rights or obligations under this Agreement (except for such rights and obligations which expressly survive termination). In addition, if specific performance is not available to Purchaser due to a willful and intentional violation of this Agreement by Seller, Purchaser shall be entitled to recover from Seller all of Purchaser's out-of-pocket expenses and costs incurred in connection with this Agreement and the contemplated transaction, including, but not limited to, due diligence expenses and fees of attorneys, consultants and other professionals. Nothing in this paragraph will limit the rights or remedies of Purchaser at law or in equity against Seller relating to any post-closing claim for breach of any representation or warranty or under any indemnity of Seller as set forth herein.

9. Brokers. No brokers or finders are involved with this sale, and Seller and Purchaser agree to indemnify and hold the other harmless from any claims, demands, costs, liability and damages which may be incurred or made against the indemnified party as a result of

any broker's commission or finder's fee by a third party which was engaged by the indemnifying party in connection with the sale of the Deeded Corridor. This Section will survive the Closing and any termination of this Agreement.

10. Conditions Precedent.

(a) Purchaser's Conditions. In addition to any other conditions provided in this Agreement, Purchaser's obligations are subject to and conditioned upon satisfaction (or written waiver by Purchaser) of the following conditions precedent:

- (i) Purchaser shall be ready and able, in its sole discretion, to close on the purchase of the Ray Black Property;
- (ii) as of the Closing Date, all of the representations and warranties of Seller stated in this Agreement shall be true and accurate in all material respects;
- (iii) as of the Closing Date, Seller shall have complied with and otherwise performed each of its covenants and obligations set forth in this Agreement; and
- (iv) as of the Closing Date, the Title Company shall be unconditionally committed to issue an ALTA form owner's title insurance policy to Purchaser insuring title to the Deeded Corridor.

(b) Failure of Condition. In the event of a failure of any of the above-described conditions precedent, Purchaser shall have an option to terminate this Agreement (without prejudice to the Purchaser's rights under Section 10 of this Agreement if such failure constitutes a default by Seller). To exercise this option to terminate, Purchaser shall give Seller written notice of termination; and upon such termination, neither party shall have any further rights or obligations under this Agreement (except for such rights and obligations which expressly by their terms survive termination).

11. Notices. All notices, demands or other communications of any type (herein collectively referred to as "**Notices**") required or permitted under this Agreement shall be in writing and shall be deemed effectively delivered when (i) delivered by hand, or (ii) deposited with Federal Express or similar overnight courier service, or (iii) transmitted via electronic mail, at or to the addresses specified in this Section. The addresses of the parties for notices are set out below, and in addition either party may designate one additional person or notice address, which initially are as follows:

Purchaser:

Grace of Georgia Developments, LLC
Attn. Ryan Gledhill
78 Lindbergh Drive NE, Unit 100
Atlanta, GA 30305
Email: ryan@gracedevelopments.us

With a copy to:

Arthur Ebbs, Esq.
Womble Bond Dickinson (US) LLP
1331 Spring Street NW, Suite 1400
Atlanta, GA 30309
Email: Arthur.Ebbs@wbd-us.com

Seller:

The City of Cleveland, Georgia
Attn. Kevin J. Harris
85 S Main Street
Cleveland, GA 30528
Email: kharris@clevelandga.com

With a copy to:

Keith Whitaker
Smith, Gilliam, Williams & Miles, P.A.
340 Jesse Jewell Parkway SE, Suite 300
Gainesville, GA 30501
Email: kwhitaker@sgwmfirm.com

Any Notice deposited with Federal Express or similar overnight courier service shall be effective when deposited with such service, but if the recipient is required or permitted to respond or perform any act in response to the Notice within a limited time period, the time period during which the recipient may respond or perform any act shall be extended for one (1) business day in excess of any time limit provided herein. Either party hereto may change the address for Notice specified above by notice given as provided herein to the other party.

12. Modification. No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and executed by all parties with the same formality as this Agreement is executed.

13. Time is of the Essence. Time is of the essence of this Agreement.

14. Entire Agreement; Misc. This Agreement constitutes the entire Agreement of the parties hereto and no representations, inducements, promises or agreements, oral or written, between the parties not embodied herein shall be of any force and effect. This Agreement shall be construed and interpreted under the laws of the State of Georgia. The provisions of this Agreement shall be binding upon and inure to the benefit of Purchaser, Seller and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement is intended to and does hereby supersede all prior agreements of the parties hereto.

15. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and such term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. Definitions and Terms. The terms "Purchaser" and "Seller" and associated pronouns include masculine, feminine and neuter, singular and plural, corporation, partnership, entity or individual, as the context requires or permits. The word "including" when used in this Agreement shall be deemed to be followed by the words "but not limited to."

17. Waiver. Any condition or right of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

18. Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, each of which shall constitute an original and all of which

together shall constitute one and the same instrument, and may be executed and delivered by facsimile, PDF file or similar electronic means.

19. **Assignment.** This Agreement and the rights, duties, and obligations of Purchaser hereunder may be assigned by Purchaser to any entity controlling, controlled by or under common control with Purchaser or any of its principals. If such assignment is made, then the sale of the Deeded Corridor contemplated by this Agreement will be consummated in the name of the assignee, but the original Purchaser will remain jointly liable for the obligations and liabilities of Purchaser hereunder.

20. **Attorney's Fees.** If any party brings suit to enforce or interpret all or any portion of this Agreement or if suit is brought for any relief permitted under this Agreement, the party, if any, awarded costs in such suit shall be entitled to recover, as an element of such costs, and not as damages, reasonable attorneys' fees actually incurred in connection with such suit.

21. **Judicial Interpretation.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

22. **Date for Performance.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday in the State of Georgia, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

23. **Survival.** The provisions of this Agreement which by their terms survive Closing shall not be merged into any of the instruments or documents executed and delivered at the Closing and shall survive the Closing pursuant to the terms hereof and shall remain in full force and effect.


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SIGNATURES BEGIN ON FOLLOWING PAGE.**

SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT
Deeded Corridor

IN WITNESS WHEREOF, the undersigned have set their hands and seals the year and day stated below.

PURCHASER:


**GRACE OF GEORGIA
DEVELOPMENTS, LLC**
a Wyoming limited liability company

By:  (Seal)
Name: ANTHONY GAS TO HARSING
Title: MEMBER

Date executed by Purchaser:
4/28/25, 2025

SELLER:

THE CITY OF CLEVELAND, GEORGIA,
a municipal corporation created and existing
pursuant to Georgia law

By:  (Seal)
Name: Josh Turner
Title: Mayor

Date executed by Seller:
5/19/25, 2025

List of Exhibits:

Exhibit "A" – Legal Description of the City Property
Exhibit "B" – Legal Description of the Ray Black Property
Exhibit "C" – Depiction of Deeded Corridor

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

All that tract or parcel of land, lying and being in Land Lot 41 of the 2nd District, City of Cleveland, White County, Georgia, and being more particularly described as follows:

Commence at the intersection of an un-named creek and the easterly right of way line of U.S. Highway 129 (variable right of way width), said point being 2723.07 south along said right of way line from the projected intersection of said right of way line and the centerline of State Route 75 as shown on a plat recorded in Plat Book 51, Page 167, White County, Georgia records, said point being the TRUE POINT OF COMMENCEMENT:

THENCE from said POINT OF COMMENCEMENT along said right of way line of U.S. Highway 129 the following courses and distances: South 06 degrees 46 minutes 02 seconds West for a distance of 136.93 feet to a 3/4 inch rebar with cap set; South 83 degrees 15 minutes 38 seconds East for a distance of 10.00 feet to a 3/4 inch rebar with cap set; South 06 degrees 46 minutes 02 seconds West for a distance of 60.00 feet to a 3/4 inch rebar with cap set; North 83 degrees 16 minutes 30 seconds West for a distance of 10.00 feet to a 3/4 inch rebar with cap set; South 06 degrees 46 minutes 02 seconds West for a distance of 279.54 feet to a right of way monument found; North 83 degrees 13 minutes 51 seconds West for a distance of 25.00 feet to a 3/4 inch rebar with cap set; South 06 degrees 33 minutes 09 seconds West for a distance of 295.65 feet to a 3/4 inch rebar with cap set; along a curve to the right having a radius of 1400.00 feet and an arc length of 353.72 feet, being subtended by a chord of South 06 degrees 10 minutes 07 seconds East for a distance of 352.78 feet to a 3/4 inch rebar with cap set at the intersection of the easterly right of way line of U.S. Highway 129 and the proposed northerly right of way line of Donald E. Thurmond Parkway (70 foot right of way width); thence leaving the proposed northerly right of way line of Donald E. Thurmond Parkway and continuing along the easterly right of way line of U.S. Highway 129 a curve to the right having a radius of 1400.00 feet and an arc length of 64.03 feet, being subtended by a chord of South 02 degrees 22 minutes 46 seconds West for a distance of 64.02 feet to a 3/4 inch rebar with cap set; thence leaving said right of way line of U.S. Highway 129 along a curve to the right having a radius of 1400.00 feet and an arc length of 6.17 feet, being subtended by a chord of South 03 degrees 48 minutes 58 seconds West for a distance of 6.17 feet to a 3/4 inch rebar with cap set on the proposed southerly right of way line of Donald E. Thurmond Parkway; thence along the proposed southerly right of way line of Donald E. Thurmond Parkway the following courses and distances: South 83 degrees 14 minutes 17 seconds East for a distance of 198.38 feet to a 3/4 inch rebar with cap set; along a curve to the left having a radius of 1055.00 feet and an arc length of 42.17 feet, being subtended by a chord of South 84 degrees 23 minutes 00 seconds East for a distance of 42.17 feet to a 3/4 inch rebar with cap set, said rebar being the TRUE POINT OF BEGINNING;

THENCE from said TRUE POINT OF BEGINNING and continuing along said proposed right of way line the following courses and distances: along a curve to the left having a radius of 1055.00 feet and an arc length of 287.88 feet, being subtended by a chord of North 86 degrees 39 minutes 16 seconds East for a distance of 286.98 feet to a 3/4 inch rebar with cap set; North 78 degrees 50 minutes 14 seconds East for a distance of 425.87 feet to a 3/4 inch rebar with cap set;

along a curve to the left having a radius of 555.00 feet and an arc length of 262.52 feet, being subtended by a chord of North 65 degrees 17 minutes 12 seconds East for a distance of 260.08 feet to a 3/4 inch rebar with cap set; North 51 degrees 44 minutes 11 seconds East for a distance of 241.11 feet to a 3/4 inch rebar with cap set; along a curve to the left having a radius of 555.00 feet and an arc length of 216.92 feet, being subtended by a chord of North 40 degrees 32 minutes 22 seconds East for a distance of 215.54 feet to a 3/4 inch rebar with cap set; North 29 degrees 20 minutes 33 seconds East for a distance of 386.51 feet to a 3/4 inch rebar with cap set; along a curve to the right having a radius of 265.00 feet and an arc length of 75.51 feet, being subtended by a chord of North 37 degrees 30 minutes 21 seconds East for a distance of 75.26 feet to a 3/4 inch rebar with cap set; North 45 degrees 40 minutes 09 seconds East for a distance of 37.24 feet to a 3/4 inch rebar with cap set; South 89 degrees 17 minutes 33 seconds East for a distance of 29.74 feet to a 3/4 inch rebar with cap set on the southwesterly right of way line of S.R. 75 (aka Old U.S. 129) (aka Old Gainesville Highway) (variable right of way width); thence along said right of way line of S.R. 75 the following courses and distances: South 89 degrees 17 minutes 33 seconds East for a distance of 16.90 feet to a 3/4 inch rebar with cap set; South 44 degrees 20 minutes 04 seconds East for a distance of 121.13 feet to a 3/4 inch rebar with cap set; South 47 degrees 08 minutes 20 seconds East for a distance of 9.69 feet to a 3/4 inch rebar with cap set; thence leaving said right of way line of S.R. 75 and along the property line common to Wal-Mart Real Estate Business Trust and the American Legion the following courses and distances: South 56 degrees 29 minutes 07 seconds West for a distance of 390.01 feet to a 1 inch open top pipe found; South 34 degrees 01 minutes 48 seconds East for a distance of 318.63 feet to a point in the centerline of an un-named creek; thence along the centerline of said creek being the property line common to Wal-Mart Real Estate Business Trust; Alexander Investments, Inc.; Willard M. Nichols; Timothea A. Marquez; Brenda G. Cody the following courses and distances: South 60 degrees 56 minutes 32 seconds West for a distance of 19.70 feet to a point; South 72 degrees 27 minutes 57 seconds West for a distance of 48.60 feet to a point; South 65 degrees 29 minutes 00 seconds West for a distance of 44.88 feet to a point; South 66 degrees 12 minutes 19 seconds West for a distance of 102.91 feet to a point; South 87 degrees 28 minutes 55 seconds West for a distance of 60.47 feet to a point; South 41 degrees 30 minutes 44 seconds West for a distance of 47.88 feet to a point; South 89 degrees 01 minutes 23 seconds West for a distance of 52.58 feet to a point; South 67 degrees 56 minutes 39 seconds West for a distance of 32.85 feet to a point; South 49 degrees 10 minutes 10 seconds West for a distance of 50.28 feet to a point; South 10 degrees 54 minutes 33 seconds West for a distance of 40.17 feet to a point; South 41 degrees 01 minutes 36 seconds West for a distance of 48.39 feet to a point; South 38 degrees 53 minutes 12 seconds West for a distance of 40.92 feet to a point; South 60 degrees 33 minutes 44 seconds West for a distance of 48.94 feet to a point; South 85 degrees 16 minutes 37 seconds West for a distance of 40.40 feet to a point; South 56 degrees 16 minutes 41 seconds West for a distance of 27.58 feet to a point; South 62 degrees 24 minutes 57 seconds West for a distance of 52.30 feet to a point; South 51 degrees 57 minutes 37 seconds West for a distance of 41.38 feet to a point; South 29 degrees 38 minutes 31 seconds West for a distance of 31.36 feet to a point; South 75 degrees 35 minutes 40 seconds West for a distance of 24.20 feet to a point; North 85 degrees 26 minutes 45 seconds West for a distance of 53.09 feet to a point; North 65 degrees 46 minutes 38 seconds West for a distance of 19.80 feet to a point; South 08 degrees 14 minutes 26 seconds West for a distance of 42.05 feet to a point; South 71 degrees 19 minutes 33 seconds West for a distance of 45.31 feet to a point; South 64 degrees 14 minutes 49 seconds West for a distance of 42.92 feet to a point; North 60 degrees 28 minutes 19 seconds West for a distance of 24.19 feet

to a point; South 08 degrees 50 minutes 29 seconds West for a distance of 16.41 feet to a point; South 66 degrees 25 minutes 13 seconds West for a distance of 26.65 feet to a point; South 66 degrees 25 minutes 13 seconds West for a distance of 31.30 feet to a point; South 85 degrees 02 minutes 21 seconds West for a distance of 24.19 feet to a point; North 78 degrees 19 minutes 26 seconds West for a distance of 38.87 feet to a point; South 69 degrees 14 minutes 48 seconds West for a distance of 39.25 feet to a point; North 66 degrees 58 minutes 27 seconds West for a distance of 25.90 feet to a point; North 76 degrees 29 minutes 31 seconds West for a distance of 21.91 feet to a point; South 81 degrees 41 minutes 08 seconds West for a distance of 27.94 feet to a point; South 71 degrees 36 minutes 40 seconds West for a distance of 48.78 feet to a point; South 72 degrees 38 minutes 01 seconds West for a distance of 54.74 feet to a point; North 73 degrees 03 minutes 58 seconds West for a distance of 62.63 feet to a point; North 80 degrees 56 minutes 04 seconds West for a distance of 77.02 feet to a point; North 81 degrees 44 minutes 30 seconds West for a distance of 19.37 feet to a point; North 81 degrees 44 minutes 30 seconds West for a distance of 28.99 feet to a point; South 88 degrees 23 minutes 32 seconds West for a distance of 40.51 feet to a point; North 80 degrees 42 minutes 52 seconds West for a distance of 48.45 feet to a point; North 39 degrees 12 minutes 14 seconds West for a distance of 27.99 feet to a point; South 85 degrees 40 minutes 19 seconds West for a distance of 34.44 feet to a point; thence leaving said un-named creek North 04 degrees 29 minutes 04 seconds East for a distance of 87.71 feet to a 3/4 inch rebar with cap set on the proposed southerly right of way line of Donald E. Thurmond Parkway being the TRUE POINT OF BEGINNING.

Said property contains 6.7483 acres or 293,608 square feet.

EXHIBIT B

LEGAL DESCRIPTION OF RAY BLACK PROPERTY

All that tract or parcel of land lying and being in Land Lot 41 of the 2nd Land District of White County, Georgia containing 29.2 acres as shown on a plat of survey prepared by Hubert Lovell, RLS, recorded in Plat Book 5, Page 60 of the White County, Georgia plat records, said plat description is incorporated herein by reference for a more complete description.

Also all that tract or parcel of land lying and being in Land Lot 41 of the 2nd Land District of White County, Georgia, containing 0.1054 acres as shown on a plat of survey prepared by Eddie Black, recorded in Plat Book 62, Page 10 of the White County, Georgia deed records Reference to said plat and the description contained therein being incorporated herein by reference for a full and complete description thereof.

LESS AND EXCEPT the following described property previously conveyed by E. Ray Black, Jr., in Deed Book 1080, Page 489 of the White County, Georgia Deed Records and being all that tract or parcel of land lying and being in Land Lot 41 of the 2nd Land District of White County, Georgia containing 1.13 acres as shown on a plat of survey prepared for Eddie Black by Eddie Hood, recorded in Plat Book 60, Page 90 of the White County, Georgia plat records, said plat is incorporated herein by reference for a more complete description.

THIS SHEET IS TO SHOW LOCATION OF PROJECT AREA ONLY.

ADDITIONAL AREA OF PROJECT INSIDE CITY ROW = 0.98 AC

TRACT 1
27.79 ACRES
MAY 1998
MAY 1998
MAY 1998

TRACT 2
0.54 ACRES
MAY 1998
MAY 1998
MAY 1998

LEGEND
 1. PROJECT AREA
 2. CITY ROW
 3. ADJACENT PROPERTY
 4. ADJACENT STREET
 5. ADJACENT RAILROAD
 6. ADJACENT HIGHWAY
 7. ADJACENT WATERWAY
 8. ADJACENT AIRPORT
 9. ADJACENT PARK
 10. ADJACENT SCHOOL
 11. ADJACENT CHURCH
 12. ADJACENT GOVERNMENT BUILDING
 13. ADJACENT INDUSTRIAL BUILDING
 14. ADJACENT RESIDENTIAL BUILDING
 15. ADJACENT COMMERCIAL BUILDING
 16. ADJACENT OFFICE BUILDING
 17. ADJACENT RETAIL BUILDING
 18. ADJACENT RESTAURANT
 19. ADJACENT HOTEL
 20. ADJACENT MOTEL
 21. ADJACENT APARTMENT BUILDING
 22. ADJACENT CONDOMINIUM BUILDING
 23. ADJACENT TOWNHOUSE BUILDING
 24. ADJACENT SINGLE-FAMILY HOME
 25. ADJACENT MULTIFAMILY RESIDENTIAL BUILDING
 26. ADJACENT INDUSTRIAL WAREHOUSE
 27. ADJACENT MANUFACTURING BUILDING
 28. ADJACENT POWER PLANT
 29. ADJACENT WASTE TREATMENT PLANT
 30. ADJACENT WATER TREATMENT PLANT
 31. ADJACENT SEWER TREATMENT PLANT
 32. ADJACENT LANDFILL
 33. ADJACENT POND
 34. ADJACENT LAKE
 35. ADJACENT RIVER
 36. ADJACENT CREEK
 37. ADJACENT STREAM
 38. ADJACENT CANAL
 39. ADJACENT DRAINAGE CANAL
 40. ADJACENT IRRIGATION CANAL
 41. ADJACENT FLOOD CONTROL CANAL
 42. ADJACENT NAVIGATION CANAL
 43. ADJACENT PORT
 44. ADJACENT AIRPORT
 45. ADJACENT RAILROAD
 46. ADJACENT HIGHWAY
 47. ADJACENT STATE ROUTE
 48. ADJACENT FEDERAL HIGHWAY
 49. ADJACENT INTERSTATE
 50. ADJACENT AIRPORT

NOT TO SCALE