

Title Certificate

This title report is for general information only. Reader should rely solely on his/her own research or that of a legal representative of his/her choice as to any matters related to the validity of the title or any other concerns that may arise in this regard. Contents may include property survey, recent tax bill, copies of deeds, and/or other documentation.

JOHN W. BELL, P. C.

ATTORNEY AT LAW

TELEPHONE: (770) 576-1962
TELECOPIER: (770) 783-8706

13010 MORRIS ROAD, BUILDING ONE, SUITE 600
ALPHARETTA, GEORGIA 30004

DIRECT DIAL: (678) 457-1198
EMAIL: jwbell@jwb-law.com

ATTORNEY'S TITLE CERTIFICATE AND OPINION ON THE PROPERTY OF

FULTON COUNTY, GEORGIA, acting by and through the FULTON COUNTY BOARD OF COMMISSIONERS

CLIENT:	Fulton County	TAX PARCEL:	09F-2702-0110-067-8
PROJECT:	Valley Lake Road	OUR FILE:	13-20006
DISTRICT:	9F	LAND LOT(S):	109 and 110
PARCEL:	N/A	EFFECTIVE DATE:	June 21, 2013

This is to certify that in consideration of a fee to be paid to the undersigned attorneys, the undersigned does hereby certify that a careful examination has been made of the public records of Fulton County, Georgia affecting title to property described in Caption insofar as is correctly shown by indexes to said records from which indexes this certificate is furnished; and we hereby certify that record fee simple title to said property is now vested in **FULTON COUNTY, GEORGIA, acting by and through the FULTON COUNTY BOARD OF COMMISSIONERS** by virtue of that certain **Quitclaim Deed** dated **November 8, 2012** and recorded in **Deed Book 52513, Page 404**, Fulton County, Georgia records, as described therein; subject, however, to the below referenced objections. This title certificate and opinion is prepared solely for the use of the client and project listed herein for the property interests described by the above referenced parcel designation and may not be relied upon by any third party or for any other purpose.

STANDARD EXCEPTIONS

- (a) The exact location of boundary lines, unrecorded easements, possible encroachments and other facts or conditions which would be disclosed by an accurate survey and inspection of the property.
- (b) Any matters not shown by the public records or which are improperly indexed of record.
- (c) Any documents, instruments, or encumbrances filed under names other than those appearing in the chain of title.
- (d) Title to that portion of the property included within the bounds of roads, highways, easements and rights of way, particularly roads and easements which are created by adverse or prescriptive usage.
- (e) Rights of upper and lower riparian owners to the streams, creeks and branches crossing, abutting, or located on the property, free from diminution or pollution thereof.
- (f) Rights, if any, of tenants or other persons who may be in possession under claims not appearing of record.
- (g) Possible liens of architects, laborers and materialmen for improvement of the property, not filed for record as of the effective date of this Certificate of Title.
- (h) All municipal or county zoning laws, ordinances and regulations, and all governmental regulations of the use and occupancy of the property.
- (i) Any matters relating to the presence or absence of any hazardous materials or waste on or within the property, and any violations with regard to hazardous materials or waste under any and all Federal and State environmental protection laws, rules or regulations.
- (j) Pay-as-you-enter water or sewer lines, which, while not technically liens, will be payable upon connection with such lines.
- (k) The location of any portion of the property within the limits of any "wet lands," and any laws, rules and regulations affecting wet land areas.
- (l) Any matters relating to past due utility bills, including but not limited to gas, water, electricity, telephone, sewer, and sanitary services.
- (m) Liens for taxes not yet due and payable.

SPECIAL EXCEPTIONS

SECURITY DEEDS

1. None found open of record. Please inquire.

PROTECTIVE COVENANTS AND SURVEY AND PLAT RESTRICTIONS

1. Those matters shown for the 35.011 acre and 2.974 acre tracts on that certain survey of the Proposed Acquisition by the State of Georgia Department of Corrections, dated November 16, 2002 and recorded in Plat Book 239, Page 231, Fulton County, Georgia records.
2. Those matters shown for the highlighted portion of that certain Plat Showing Conservation Easement for the State of Georgia Department of Corrections, dated November 16, 2002, last revised December 7, 2005 and recorded in Plat Book 304, Page 107, aforesaid records.

EASEMENTS, RIGHT-OF-WAY DEEDS AND AGREEMENTS

1. Easement from Fulton County, Georgia to the State of Georgia, dated August 16, 1989, filed October 23, 1989 and recorded in Deed Book 12919, Page 206, aforesaid records.
2. Conservation Easement by and between the State of Georgia, acting by and through its State Properties Commission, and America's Watershed Landkeeper, Inc., dated July 20, 2010, filed August 5, 2010 and recorded in Deed Book 49245, Page 150, aforesaid records.
 - a. Note that the referenced easement incorrectly refers to Plat Book 304, Page 104, aforesaid records, as opposed to the correct Plat Book 304, Page 107, aforesaid records.

LIENS AND JUDGMENTS

1. Numerous litigation filings involving Fulton County.

TAXES

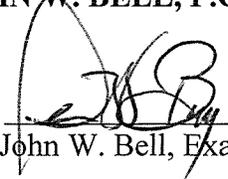
1. The subject property is currently listed as having no real property ad valorem taxes payable according to the Fulton County Tax Commissioner's records. All matters related to taxation of the subject property are hereby excepted.

OTHER EXCEPTIONS

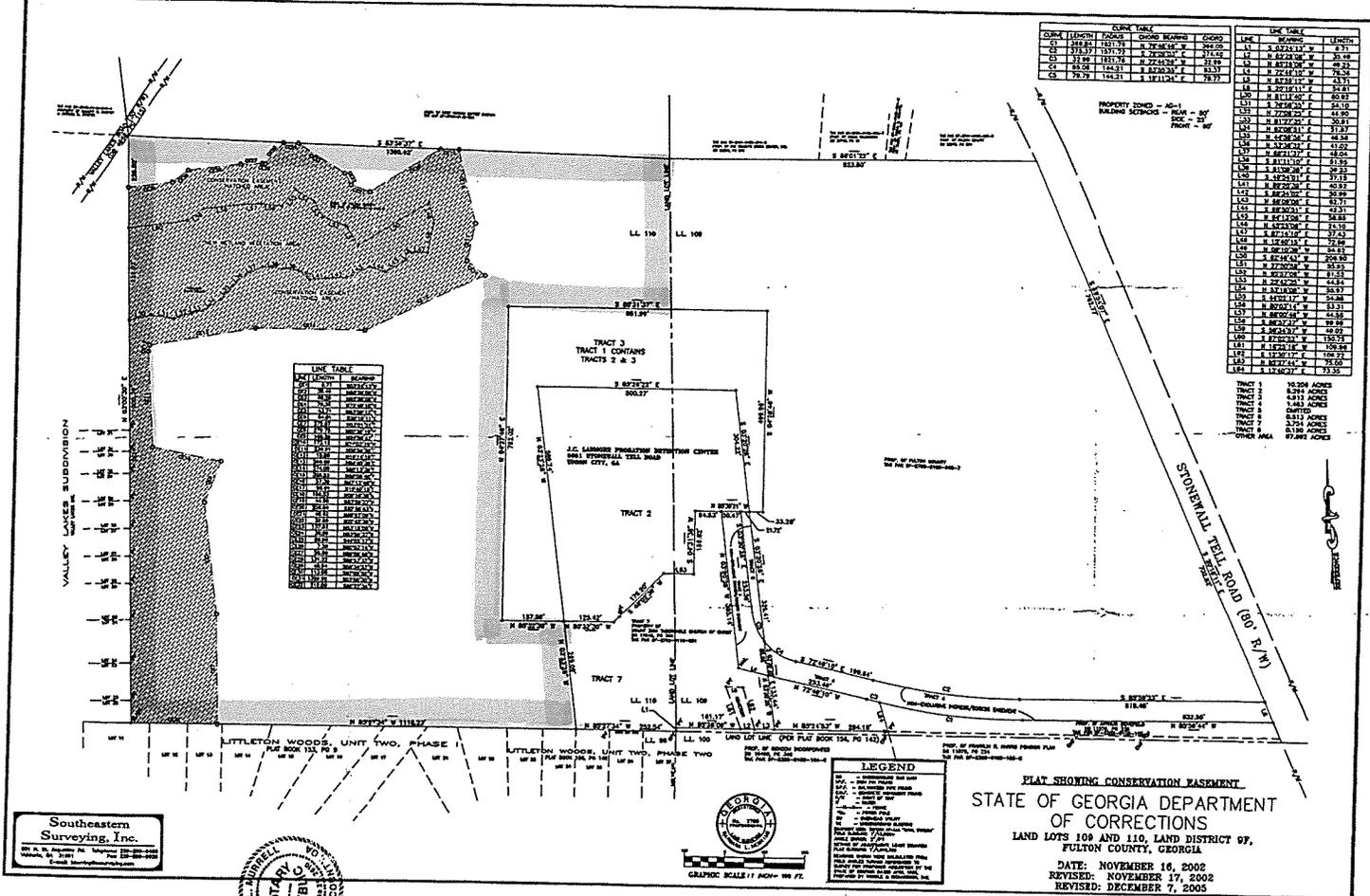
1. Please note that the Fulton County tax map shows inconsistent, overlapping and incorrect tax parcel numbers for various tracts between Valley Lake Road and Stonewall Tell Road in Land Lots 109 and 110 of District 9F.

This the 8th day of August, 2013.

JOHN W. BELL, P.C.

By:  _____
John W. Bell, Examining Attorney

CONCURRENCE WITH PROPOSED CONSERVATION EASEMENT



Southeastern
 Surveying, Inc.



PLAT SHOWING CONSERVATION EASEMENT
 STATE OF GEORGIA DEPARTMENT
 OF CORRECTIONS
 LAND LOTS 109 AND 110, LAND DISTRICT 97,
 FULTON COUNTY, GEORGIA
 DATE: NOVEMBER 16, 2002
 REVISED: NOVEMBER 17, 2002
 REVISED: DECEMBER 7, 2005

Signed, sealed and delivered
 this 22 day of August,
 2006 in the presence of:
 [Signature]
 Witness
 By: [Signature]
 Karen C. Hendell, Chair
 Fulton County Board of Commissioners

ITEM # 2006-0286639
 RECESS MEETING
 Attest: [Signature]
 Mark Massey, Clerk of Commission

APPROVED AS TO FORM
 This 10th day of August, 2006
 [Signature]
 Beryl H. Weiner
 Associate Fulton County Attorney

PB 304/107

TAX BILL



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

141 Pryor Stree
 Atlanta, Georgia 30301
 (404) 730-6100

Property Owner	Parcel Identification	Description	User ID
STATE OF GEORGIA	09F-2702-0110-067-8	Real Estate	IWR

Tax District: 50 - UNION CITY

<u>Property Address</u>	<u>Account Number</u>	<u>Current Fair Market Value</u>	<u>Current Assessed Value</u>
0 VALLEY LAKE ROAD	6108056	748,600	0

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$0.00

<u>Tax Year</u>	<u>Cycle</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Penalties/Fees</u>	<u>Paid</u>	<u>Total</u>
<u>2012</u>	County	0.00	0.00	0.00	0.00	0.00
<u>2011</u>	County	0.00	0.00	0.00	0.00	0.00
<u>2010</u>	County	0.00	0.00	0.00	0.00	0.00
<u>2009</u>	County	0.00	0.00	0.00	0.00	0.00
<u>2008</u>	County	0.00	0.00	0.00	0.00	0.00
<u>2007</u>	County	0.00	0.00	0.00	0.00	0.00
<u>2006</u>	County	0.00	0.00	0.00	0.00	0.00
<u>2005</u>	County	0.00	0.00	0.00	0.00	0.00
<u>2004</u>	County	0.00	0.00	0.00	0.00	0.00

Grand Total Due: \$0.00

Mailing Address:

STATE OF GEORGIA
 2 MARTIN LUTHER KING JR DR SW
 ATLANTA GA 30334 900

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at (404) 730-6100 for the official balance due on their parcel(s).

[Return to Search Results](#)

Deed Book 52513 Pg 404
Filed and Recorded Apr-18-2013 10:14am
2013-0107311
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

RECORDED
STATE PROPERTIES COMMISSION

NOV 08 2012
011107

REAL PROPERTY RECORDS

Return To:

State Properties Commission
47 Trinity Ave., Suite G02
Atlanta, GA 30334
Cross Refer to DB 49245 PG-150-161

STATE OF GEORGIA,
COUNTY OF FULTON:

AG 5700-MA-02RCA-Lamore Probation Detention Center -
2011 (1111275) SAM/jam SPC No. 406.44

QUITCLAIM DEED

THIS DEED, hereinafter referred to as "Deed," is made and entered into this 8th day of November, 2012, hereinafter referred to as "the date hereof," with said date being inserted herein by Grantor at the time of its execution hereof, by and between the **STATE OF GEORGIA**, acting by and through the State Properties Commission, a public body in the Executive Branch of the State government of Georgia, whose address for purposes of this Deed is 47 Trinity Avenue, Suite G02, Atlanta, Georgia 30334, Attention: Executive Director, Party of the First Part, hereinafter referred to as "Grantor," and **FULTON COUNTY, GEORGIA**, acting by and through the **FULTON COUNTY BOARD OF COMMISSIONERS**, whose address is 141 Pryor Street, SW Atlanta, Georgia 30303, Attention: County Manager, Party of the Second Part, hereinafter referred to as "Grantee." (the words "Grantor" and "Grantee" to include their successors and assigns where the context requires or permits).

WITNESSETH THAT:

WHEREAS, Grantor is the owner of 37.985 acres in the 9F District lying and being in Land Lots 109 and 110, and being more particularly described in Exhibit "A" attached hereto and incorporated by this reference (hereinafter referred to as the "Property"); and

WHEREAS, Grantee conveyed the Property to the State of Georgia on August 25, 2003 for the purpose of constructing a probation detention center; and

WHEREAS, said Property commonly known as the Larmore Probation Detention Center is under the custody and control of Georgia Department of Corrections; and

WHEREAS, Georgia Department of Corrections at its duly called meeting June 3, 2010 resolved that it has no other use for the Property and declared it surplus and immediately available for conveyance; and

WHEREAS, the General Assembly pursuant to S.R. 1083, Resolution Act 657 and signed by the Governor on June 4, 2010, authorized conveyance of the Property back to Grantee; and

WHEREAS, the State Properties Commission, at its duly called meeting June 18, 2010, approved conveying the Property as authorized by said Resolution Act.

011107

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee any and all right, title and interest of Grantor in and to that certain tract of land more particularly described and shown in Exhibit A, attached hereto, incorporated herein, and by this reference made a part hereof.

TO HAVE AND TO HOLD the said real property unto Grantee, so that neither Grantor, nor any person or persons claiming under Grantor, shall at any time, by any means or ways, have, claim, or demand any right or title to the described real property or appurtenances or rights thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed, sealed and delivered in its name and with its seal affixed, by its State Properties Commission, acting by and through the Governor of the State of Georgia, as Chairman of the State Properties Commission, on the day, month and year first above written.

(Signatures begin on next page and remainder of page is intentionally blank.)

011107

GRANTOR

STATE OF GEORGIA

Acting by and through the
State Properties Commission

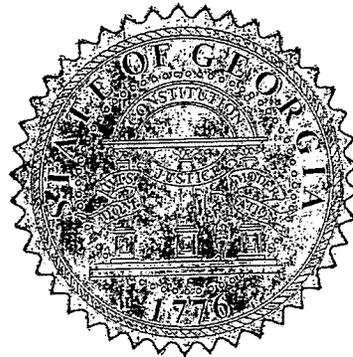
By: Nathan Deal (Seal)
GOVERNOR NATHAN DEAL
as Chairman of the
State Properties Commission

Attest: [Signature] (Seal)
NAME: Steven L. Stancil
Title: Executive Director
State Properties Commission

Signed, sealed and delivered
as to State Properties Commission
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Official Witness, Notary Public
My Commission expires:



(Notary public seal
affixed here)



011107

Deed Book 52513 Pg 407
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain tract or parcel of land lying and situated in Land Lots 109 and 110 of Land District 9F, Fulton County, Georgia containing 37.985 acres, as identified on that plat of survey titled "Proposed Acquisition by the State of Georgia Department of Corrections" dated November 16, 2002, prepared by Southeastern Surveying, Inc., more particularly Barbara L. Herring, Registered Land Surveyor No. 2785, a copy of which is recorded in Plat Book 239, Page 31, in the Office of the Clerk of the Superior Court of Fulton County, Georgia, and incorporated herein and by this reference made a part hereof, and being more particularly described from said plat as follows:

TO FIND THE POINT OF BEGINNING, commencing at a galvanized pipe located at the southeast corner of Land Lot 110 proceed north 85 degrees 27 minutes 34 seconds west for a distance of 252.54 feet to a point being the POINT OF BEGINNING; thence north 85 degrees 27 minutes 34 seconds west for a distance of 1118.23 feet to a blade; thence north 03 degrees 00 minutes 30 seconds east for a distance of 1457.90 feet to a point located on the south right-of-way margin of Valley Lakes Road (30' r/w) as shown on Deed Book 4968, Page 115; thence south 83 degrees 59 minutes 37 seconds east for a distance of 1360.42 feet to a point; thence south 86 degrees 01 minutes 22 seconds east for a distance of 253.08 feet to a point; thence south 04 degrees 28 minutes 46 seconds west for a distance of 375.99 feet to a point; thence north 85 degrees 31 minutes 37 seconds west for a distance of 651.99 feet to a point; thence south 04 degrees 27 minutes 49 seconds west for a distance of 782.02 feet to a point; thence south 85 degrees 32 minutes 30 seconds east for a distance of 157.58 feet to a point; thence south 03 degrees 23 minutes 26 seconds east for a distance of 269.09 feet to the POINT OF BEGINNING.

011107

RELINQUISHED
STATE PROPERTIES COMMISSION

OCT 23 1989

REAL PROPERTY RECORDS

CUSTODY IN DEPARTMENT OF
CORRECTIONS

STATE OF GEORGIA,

007869

COUNTY OF FULTON:

5000 89-MB-3161

EASEMENT

THIS EASEMENT is made the 16th day of August, 1989 by and between FULTON COUNTY, GEORGIA, whose address is Suite 8021, 141 Pryor Street, S.W., Atlanta, Georgia 30303, hereinafter referred to as "Grantor," and the STATE OF GEORGIA, whose address is Room 756, East Tower, Floyd Veterans Memorial Building, Atlanta, Georgia 30334, hereinafter referred to as "Grantee." The words "Grantor" and "Grantee" shall include their respective successors and assigns where the context requires or permits.

WITNESSETH THAT:

WHEREAS, Grantee has acquired from Grantor for the purpose of constructing and operating a probation detention center a certain tract of land located in Land Lots 109 and 110 of Land District 9F, Fulton County, Georgia, which tract of land is more particularly described in EXHIBIT "A" attached hereto, incorporated in and by this reference made a part hereof, hereinafter referred to as "the Center tract"; and

WHEREAS, for purposes of access to the Center tract, Grantee needs a permanent easement over, upon, across and through a certain appurtenant tract of land located in Land Lots 109 and 110

BOOK 12919 PAGE 206

007869

GEORGIA Fulton County Clerk's Office Superior Court
Filed & Recorded, OCT 23 1989 at 5:41

Grantee
J. White
CLERK

All that tract of land lying in Land Lot 109 and Land Lot 110 of Land District 9F of Fulton County, Georgia and marked as Tract 1 on a plat of survey prepared by Tommie M. Donaldson, Jr., P.S. Registered Land Surveyor No. 1612, said plat dated August 3, 1989, recorded in Plat Book 164 page 60, in the office of the Clerk of the Superior Court of Fulton County, Georgia, which plat is hereby incorporated herein by reference, and being further described by metes and bounds, as follows, to wit:

Commencing at the southeast corner of said Land Lot 110, presently marked by a 1" pipe, thence N 85 degrees 27 minutes 02 seconds W, 252.50 feet, along the southerly line of Land Lot 110, to a point marked by a 1/2" reinforcing bar;

thence; N 03 degrees, 23 minutes, 00 seconds W, 269.09 feet, to a point and the POINT OF BEGINNING;

thence; clockwise around said Tract 1, N 85 degrees, 32 minutes 04 seconds W, 157.57 feet to a point and corner;

thence; N 04 degrees 28 minutes 15 seconds E, 782.02 feet to a point and corner;

thence; S 85 degrees, 31 minutes 37 seconds E, 651.99 feet to a point and corner;

thence; S 04 degrees 29 minutes 12 seconds W, 500.04 feet to a point and corner;

thence; N 85 degrees, 29 minutes, 55 seconds W, 170.00 feet to a point;

thence; S 04 degrees, 32 minutes, 02 seconds W, 156.62 feet to a point;

thence; N 85 degrees, 27 minutes 18 seconds W, 75.00 feet to a point;

thence; S 49 degrees, 03 minutes, 05 seconds W, 176.20 feet to a point;

thence; N 85 degrees, 32 minutes, 04 seconds W, 125.43 feet to a point and the POINT OF BEGINNING.

Said Tract 1 containing 444,636 square feet or 10.207 acres.

EXHIBIT "A"

BOOK 12313 PAGE 209

007869

All of that tract of land lying in Land Lot 109 of Land District 9F of Fulton County, Georgia and marked as Tract 2, on a plat of survey prepared by Tommie M. Donaldson, Jr., P.S., Registered Land Surveyor No. 1612, said plat dated August 3, 1989 and recorded in Plat Book 164 page 62 in the Office of the Clerk of the Superior Court of Fulton County, Georgia, which plat is hereby incorporated herein by reference, and being further described by metes and bounds, as follows, to wit:

Commencing at the southeast corner of Land Lot 110, presently marked by a 1" pipe, thence N 85 degrees 27 minutes 02 seconds W, 252.50 feet to a point marked by a 1/2" reinforcing bar;

thence; N 03 degrees 23 minutes 00 seconds W, 269.09 feet, to a point;

thence; S 85 degrees, 32 minutes 04 seconds E, 125.43 feet to a point;

thence; N 49 degrees 03 minutes 05 seconds E, 176.20 feet to a point;

thence; S 85 degrees 27 minutes 18 seconds E, 75.00 feet to a point;

thence; N 04 degrees 32 minutes 02 seconds E, 156.62 feet to a point;

thence; S 85 degrees 29 minutes 55 seconds E, 64.53 feet to a point and corner of said Tract 2, and the POINT OF BEGINNING;

thence; clockwise South 85 degrees 29 minutes 55 seconds E, 50.47 feet, thence S 85 degrees 29 minutes 55 seconds E 21.72 feet, to a point and corner;

thence; S 03 degrees 20 minutes 02 seconds E, 326.41 feet to a point;

thence; cord bearing South 53 degrees 55 minutes 23 seconds E, a cord distance of 93.37 feet, having an arc distance 95.08 feet (having a radius of 144.21 feet);

thence; S 72 degrees 48 minutes 44 seconds E, 227.65 feet to a point;

EXHIBIT "B"

BOOK 12919 PAGE 210

007866

thence; cord bearing S 79 degrees 39 minutes 04 seconds E, a cord distance of 346.49 feet, having an arc distance of 347.02 feet (having a radius of 1,571.72 feet);

thence; S 85 degrees 58 minutes 57 seconds E, 618.56 feet to a point on the southwesterly side of Stonewall Tell Road (80' R/W);

thence; along the southwesterly side of Stonewall Tell Rd., S 20 degrees 17 minutes 24 seconds E, 54.86 feet to a 1/2" rebar;

thence; N 85 degrees 58 minutes 57 seconds W, 641.15 feet to a point;

thence; cord bearing N 79 degrees 39 minutes 04 seconds W, a cord distance of 357.51 feet, having an arc distance of 358.24 feet (having a radius of 1,621.72 feet);

thence; N 72 degrees, 48 minutes 44 seconds W, 362.77 feet to a point;

thence; N 03 degrees 20 minutes 02 seconds W, 395.14 feet, to a point and corner, and the POINT OF BEGINNING.

Said Tract 2 containing 93,444 square feet or 2.145 acres. Said Tract 2 being formerly designated as Tracts 8, 6 and 4 on that certain plat of survey prepared by Thomas M. Donaldson, Jr., P.S., Registered Land Surveyor No. 1612, said plat being dated April, 1989.

BOOK 12919 PAGE 211

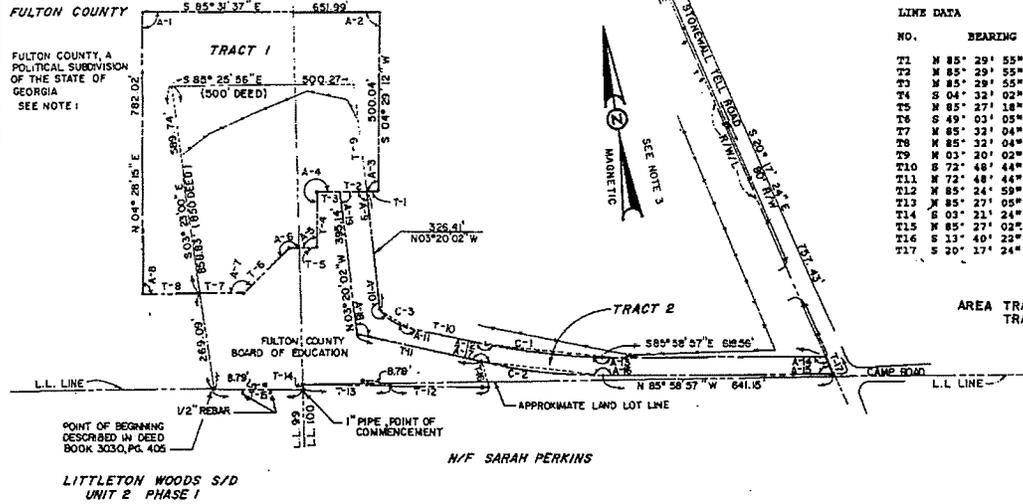
007869

FULTON COUNTY
V.A. DEED BOOK H, PAGE 306

NO.	BEARING	CHORD	RADIUS	LENGTH
C1	S 79° 39' 04" E	346.49'	1571.72'	347.20
C2	N 79° 39' 04" W	357.51'	1621.72'	358.24
C3	S 53° 55' 23" E	93.37'	144.21'	95.08

LINE NO.	BEARING	DISTANCE	ANGLE NO.	DATA ANGLE
T1	N 85° 29' 55" W	33.28'	A-1	89° 59' 53"
T2	N 85° 29' 55" W	72.19'	A-2	89° 59' 11"
T3	N 85° 29' 55" W	64.53'	A-3	89° 59' 07"
T4	S 04° 32' 02" W	156.62'	A-4	269° 58' 03"
T5	N 85° 27' 18" W	75.00'	A-6	89° 59' 20"
T6	S 49° 03' 05" W	176.20'	A-7	215° 58' 37"
T7	N 85° 32' 04" W	125.43'	A-8	134° 35' 09"
T8	N 85° 32' 04" W	157.57'	A-9	89° 59' 41"
T9	N 03° 20' 02" W	304.22'	A-10	97° 50' 07"
T10	S 72° 48' 44" E	227.65'	A-11	230° 55' 21"
T11	N 72° 48' 44" W	362.77'	A-12	198° 53' 23"
T12	N 85° 24' 59" W	284.10'	A-13	186° 50' 20"
T13	N 85° 27' 05" W	245.97'	A-14	186° 19' 53"
T14	S 03° 21' 24" W	8.76'	A-15	114° 58' 27"
T15	N 85° 27' 02" W	252.50'	A-16	65° 41' 33"
T16	S 33° 40' 22" E	73.35'	A-17	173° 40' 07"
T17	S 30° 17' 24" E	54.86'	A-18	110° 11' 18"
			A-19	82° 09' 53"

AREA TRACT 1: 444,636 SQ. FT. 10.207 ACRES
TRACT 2: 93,444 SQ. FT. 2.145 ACRES



LITTLETON WOODS S/D
UNIT 2 PHASE 1

N/W SARAH PERKINS

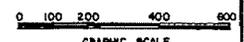
NOTES

- VIA DEED BOOK 1553, PAGE 229 (PROPERTY LINE AS PORTRAYED BY MCCANN, L.S. 2245, PER HIS SURVEY OF NOV. 18, 1988. WITH MONUMENTATION VERIFIED BY THIS SURVEY.)
- DEED BOOK 3030, PAGE 406 REPORTS THE POINT OF BEGINNING TO BE ON THE SOUTH LAND LOT LINE OF LAND LOT 109-IN ERROR. THE POINT LIES ON THE SOUTH LINE OF LAND LOT 110, THE COMMON LINE BETWEEN LAND LOT 100 AND LAND LOT 99-LEGAL FOR TRACT 1 BY MCCANN (RLS - 2245) REFERENCES COMMON CORNER OF LAND LOTS 99, 100, 109, AND 110. AND THIS POINT OF BEGINNING 252.74' DISTANT FROM SAID CORNER ALONG THE SOUTH LAND LOT OF 110.
- NORTH BASED ON PUBLISHED VALUE FOR WESTERLY R/W/L OF STONEWALL TELL ROAD.
- FIELD DATA GATHERED MARCH, APRIL 1989 R. WILLIAMS, CHIEF OF PARTY., FIELD BOOK 1016.
- REFERENCE PLAT: TRIBBLE & RICHARDSON, INC. DRAWING NO. 240-89-D. FOR VARIOUS PARENT PARCEL INFORMATION AND MISC. UTILITY LOCATION.

LEGEND

PROPERTY LINE	---
LAND LOT LINE	---
CONCRETE MONUMENT FOUND	■
IRON PIN FOUND	●
IRON PIN SET (HQ. 4 REBAR)	▲
RIGHT-OF-WAY LINE	---
FENCE	---
POWER POLE	---

Book 164 Page 60
Entered 59 Sep 27 9M 212 J. Kepp Deputy Clerk



I HEREBY CERTIFY:

(a) That this plat of survey is an accurate, complete and correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law; (b) That it is complete as to both directions and dimensions; (c) That it gives accurate courses and distances of all sides; (d) That it shows accurately all physical objects located within its boundaries including, but not limited to, buildings, structures, fences, walls, driveways, parking areas, utility lines (including appurtenances used in connection therewith), streams and springs and all visible indication of use of any portion of the platted property as a means of access to adjoining property; (e) That it shows accurately all encroachments onto and from the platted property, which do or might affect the title or use of the platted property; (f) That all corners of the said platted property have been established by iron pins, found in place or set; (g) That all corners are referenced to record north with suitable notation at the north arrow; (h) That the platted property is tied into a point considered reasonable permanent by a suitable traverse showing accurate courses, distances and interior angles; (i) That a closure sheet accompanies this plat of survey on which closure sheet the error of closure is reflected; (j) That the land area shown hereon and expressed in acreage and/or square footage has been computed by "the coordinate method"; (k) That the plat of survey and all revision dates of the plat of survey are shown herein; and (l) That it shows all interior angles.

This 8th day of AUGUST 1989
Tomie M. Donaldson, Jr. P.S.

CERTIFICATION
The field data upon which this map or plat is based has a closure precision of one foot in 47,750 feet and angular error of .30" per angle point and was adjusted using the W/A method.
This plat has been calculated for closure and is found to be accurate within one foot in 532,493 feet.
The linear and angular measurements shown on this plat were obtained by using a SET 4 TOTAL STATION.

GRAPHIC SCALE

FOR PROPOSED ACQUISITION BY THE STATE OF GEORGIA "CUSTODY IN THE DEPARTMENT OF CORRECTIONS" LAND LOTS 99, 109, 110 LAND DISTRICT OF FULTON COUNTY, GEORGIA

Tribble & Richardson INC.
1100 W. 10th Street
Tomball, TX 77375
281-293-0100

3 AUG. 1989
2517-032-C1
1430-88-C

PB 164/60

RECORDED
STATE PROPERTIES COMMISSION

Deed Book 49245 Pg 150
Filed and Recorded Aug-05-2010 09:25am
2010-0305443
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

STATE OF GEORGIA
COUNTY OF FULTON

JUL 22 2010
010793.01 of .02
REAL PROPERTY RECORDS

CONSERVATION EASEMENT

THIS INDENTURE, made this 20th day of July, 2010, ("Execution Date"), by and between the STATE OF GEORGIA, acting by and through its STATE PROPERTIES COMMISSION, (hereinafter "Grantor"), and the AMERICA'S WATERSHED LANDKEEPER, Inc., (hereinafter "Grantee").

RECITALS:

WHEREAS, the Grantor is the owner in fee simple of certain real property (hereinafter "Property") which has aesthetic, scientific, educational, or ecological value in its present state as a predominately natural area which has not been subject to extensive development or exploitation, which property is described in Exhibit "A" attached hereto and by this reference is incorporated herein; and

WHEREAS, the Property is a natural area which contains a significant relatively natural habitats in which several species of fish, plants and other wildlife or ecosystems normally live, specifically a wetland associated with the Deep Creek system, a tributary to the Middle Chattahoochee River, and the Property contains a high quality example of terrestrial or aquatic communities for said habitats which is worthy of protection, as evidenced by a "Baseline Study", consisting of maps, photographs, and other documentation that the parties hereto agree provide an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this conservation easement referenced in Exhibit "B" attached hereto; and

WHEREAS, the Property is a natural area which contains numerous natural resources, including access to natural habitats for many species of fish, plants and other wildlife or rare, threatened or endangered species as defined by State or Federal law, and the Property possesses significant value in said natural state which is worthy of protection; and

WHEREAS, as described in the Baseline Study, the Property has significant fish and wildlife habitats, significant open space values, and/or significant recreation, silvicultural, conservation and educational opportunities (collectively, the "Conservation Values"), which are of great importance to the Grantor and Grantee; and

WHEREAS, the Grantee, an eligible donee as described under 26 CFR 1.170A-14(c)(1), is a conservation nonprofit whose purposes include protecting the natural, scenic, or open space values of real property, protecting land for outdoor recreational uses of the general public, and protecting historically important land areas and/or structures; and

WHEREAS, the O.C.G.A. § 44-10-1 et seq., permits the creation of conservation easements for the purposes of, inter alia, maintaining or enhancing water quality and retaining or protecting the natural, scenic, or open space values of real property, and Grantor and Grantee wish to avail themselves of the provision of that law; and

010793.01 of .02

WHEREAS, in Resolution Act 765 (H.R.1425), the 2008 Georgia General Assembly authorized the conveyance of a conservation easement over the Property to Southern Conservation Trust, or its successors and assigns; and

WHEREAS, the State Properties Commission approved the conveyance of this conservation easement in form and substance on or about 23rd day of June, 2008;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, and of the covenants, mutual agreements, conditions and premises herein contained, the Grantor does freely give, grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever, a conservation easement in perpetuity (hereinafter referred to as the "Conservation Easement") over the Property consisting of the following:

A. PURPOSE

The conservation values intended to be protected by this Conservation Easement are:

- (1) Assuring the Property will be retained forever in its natural, scenic, and open condition;
- (2) Maintaining and preserving the Property's water quality, wetlands, and riparian areas;
- (3) Protecting the native ecological integrity of the Property;
- (4) Protecting any rare plants, animals, or plant communities on the Property; and
- (5) Preventing any use of the Property that will significantly impair or interfere with the Conservation Values or interests of the Property (collectively hereinafter referred to as "Purposes").

Grantor intends that this Conservation Easement will confine the use of the Property to such activities as are consistent with the purposes of this Conservation Easement.

B. AFFIRMATIVE RIGHTS

- 1. Right of Entry. Grantee shall have the right, in a reasonable manner and at reasonable times, to enter the Property for the purposes of inspecting same to determine compliance herewith, Grantee shall also have the right to enforce by proceedings at law or in equity the covenants hereinafter set forth, including but not limited to, the right to require the restoration of the Property to its condition at the time of the grant of this Conservation Easement. The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the General Covenants (as such term is defined in Section C hereof) and purposes of this grant by any delay or failure to act in enforcing any provisions of this Conservation Easement. Nothing herein shall be construed to entitle the Grantee to institute any proceedings against Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storm or unauthorized wrongful acts of third persons.

C. GENERAL COVENANTS

110793

1. Public Laws. Grantor shall comply with and ensure the Property at all times complies with the requirements of all Federal, and State laws, rules and regulations applicable to the Property as of the Execution Date and as amended on future occasions.
2. Prohibited Activities. Any activity on, or use of, the Property materially inconsistent with the Purposes of the Conservation Easement is prohibited. Without the prior written consent of the Grantee (which may be withheld in Grantee's absolute discretion), or except as expressly provided below in this Section or as otherwise expressly contemplated herein, the Property shall be maintained in a manner consistent with the following restrictions:
 - a) Industrial, Commercial, and Agricultural Use. Industrial and commercial activities, including but not limited to agricultural and horticultural uses are prohibited, except as permitted under Section D "Reserved Rights". No right of access or ingress across or upon the Property may be allowed or granted if the right of access and ingress is used in conjunction with commercial or industrial activity except that the Grantor may use existing roads and additional roads constructed consistent with the provisions of this Conservation Easement for commercial activity permitted in the Reserved Rights herein, as long as such activities do not impair the Conservation Values of the Property.
 - b) Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural, scenic and aesthetic features is prohibited, except as expressly provided under the Reserved Rights.
 - c) Structures. There shall be no construction or placing of temporary or permanent buildings, mobile homes, advertising signs, billboards, or other advertising material on the Property (except that Grantor or Grantee may place signs designating the Property as protected property), nor shall there be any construction or placing of radio, cell, or other communication towers, utility lines, power lines, gas lines, docks, bridges, piers, underground storage tanks or other structures except as necessary in maintenance and replacement of existing structures or structures hereafter placed on the Property in compliance with this Conservation Easement; nor shall there be any construction of temporary or permanent walkways, pervious or impervious bicycle paths, or nature trails for public use except as allowed herein under Reserved Rights; nor shall there be any construction of parking lots or placement of public facilities on the Property; except as permitted under Reserved Rights herein; nor shall there be any construction of temporary or permanent buildings except as permitted under Reserved Rights herein.
 - d) Roads. Except as otherwise permitted under Reserved Rights as contained herein, there shall be no building of any new permanent or temporary roads, nor widening of existing roads, nor shall abandoned roads be restored.
 - e) Topography and Minerals. Except as otherwise permitted under Reserved Rights, there shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials; nor any dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other unsightly or offensive material; and no change in the topography of the land in any manner except as provided or permitted under this Conservation Easement for establishment, maintenance, or repair of roads, walkways and construction.
 - f) Vegetation. Except for controlled cutting of diseased vegetation, removal of non-native vegetation, and revegetation with native plants or as permitted in the Reserved Rights herein, there shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner on the Property. Except as otherwise stated under Reserved Rights herein, there shall be no timber harvesting on the Property.

- g) Non-Native Invasive Plant Species. For the purposes of this Conservation Easement, "non-native invasive plant species" is defined as any species listed by the Georgia Exotic Pest Plant Council (the "Council") or a similar body, in the event the Council no longer exists. There shall be no planting or introduction on the Property of any species listed by the Council. Upon reasonable notice to the Grantor, Grantee shall have the right, but not the obligation, to remove non-native invasive vegetation from the Property.
- h) Waters and Wetlands. Except as otherwise stated under Reserved Rights as contained herein, there shall be no disruption, pollution or alteration on or from the Property of existing surface or subsurface water flow or natural water courses, fresh water lake and pond shores, marshes, or other water bodies, nor the buffers adjacent thereto, nor any activities or uses detrimental to water purity or natural water levels and/or flow in or over the Property, nor shall there be any dredging, construction of ponds, groins, or dikes, nor any manipulation of natural water courses on the Property. Riparian buffers of one hundred (100) feet shall be maintained for all streams, ponds, wetlands or other water bodies on the Property.
- i) Subdivision. There shall be no partitioning or subdivision of the Property, except as permitted in the Reserved Rights herein. A boundary line adjustment shall not be considered a subdivision provided that advance written approval of the boundary line adjustment is obtained from the Grantee.
- j) Prohibited Use. Any use of the Property and any activity that is or may become inconsistent with the Purposes of the Conservation Easement is prohibited.

D. RESERVED RIGHTS

1. Management and Maintenance. The Grantor shall have the right to maintain the Property in its present condition, including, but not limited to, the right to take action to prevent or control erosion or to protect public safety, and to replace any existing residences, buildings and roads, provided such replacement is consistent with the prior structure, size and use of said residences, buildings and roads, and that such replacement is not otherwise inconsistent with any other provision of this Conservation Easement.
2. General. Grantor shall have other rights, privileges and uses incident to ownership, including but not limited to the leasing of the Property, which are not inconsistent with this Conservation Easement. Grantor shall: i) notify all lessees or licensees of the terms of this Conservation Easement and ensure all lessees or licensees comply with such terms; and ii) upon Grantee request provide Grantee with a copy of any lease, license or other pertinent documents regarding the use of the Property.

E. GRANTEE'S REMEDIES

1. Notice of Violation: Corrective Action. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purposes of the Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Grantee. If an event or circumstance of non-compliance is corrected through negotiation and voluntary compliance, each party shall bear its own reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

110793

2. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, Grantor fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity, in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such violation.
3. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including without limitation, damages for the loss of scenic, aesthetic, or environmental values, attorneys' fees, costs, and fines. Without limiting Grantor's liability therefor, Grantee may apply damages recovered to the cost of undertaking any corrective action on the Property.
4. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without waiting for the period provided for cure to expire.
5. Scope of Relief. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee may be entitled to seek injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
6. Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement may be recoverable from Grantor if determined by a court of competent jurisdiction that Grantor has violated the terms..
7. Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any obligation of this Conservation Easement by Grantor, shall not be deemed or construed to be a waiver by Grantee of such breach or of any subsequent breach of the same or any other obligation of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
8. Third Party Violations. Grantor and Grantee retain all remedies at law and equity to protect and defend its respective interest in the Property from any activities or uses by any third party, including Grantor's licensees or lessees, which activities or uses violate or are inconsistent with the Purposes of this Conservation Easement. Grantor agrees to promptly notify Grantee of any violation. In the event that either party pursues legal proceedings against a third party violator, then the other party may, in its sole discretion, join in such legal proceedings; provided, however, that each party shall be responsible for its own legal costs and expenses.
9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for injury to or change in the Property resulting from

07993
2011

causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, unauthorized acts of any third party, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

F. COSTS, LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE

1. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, except for any liability caused by the willful or negligent acts of Grantee. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use, permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable Federal, State and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

2. Taxes. Grantor shall pay before delinquency, all taxes, assessments, fees and charges (collectively "taxes") of whatever description levied on or assessed against the Property by competent authority, except any taxes imposed upon, or incurred as a result of Grantee's interest in this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

3. Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Georgia's hazardous waste statutes.

4. Representations.
 - a. Title. Grantor hereby represents that Grantor has good and marketable title to the Property in fee simple and has the right to grant and convey this Conservation Easement, that the Property is free and clear of any and all encumbrances except as set forth on Exhibit "C" to this Conservation Easement, and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

 - b. Environmental Compliance. Grantor represents that to the best of its knowledge and except as that identified in Upper Chattahoochee Riverkeeper Fund v. James Donald, 1:05-CV-00955-ODE:
 - (1) During the time of Grantor's ownership of the Property, no substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

 - (2) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground

110798

storage tanks have been removed from the Property by Grantor in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

- (3) Grantor and the Property are in compliance with all federal, and state laws, regulations, and requirements applicable to the Property and its uses;
- (4) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- (5) No civil or criminal proceedings or investigations have been instigated at any time during Grantor's ownership of the Property or are now pending, and no notices, claims, demands, or orders have been received by Grantor, arising out of any violation or alleged violation by Grantor of, or Grantor's failure to comply with, any federal, or state law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstance that Grantor might reasonably expect to form the bases for any such proceedings, investigations, notices, claims, demands, or orders.

- 5. Remediation. If, at any time, there occurs or has occurred, a release in, on or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, or State law, regulation or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee or any unauthorized third party, in which case Grantee or such third party shall be responsible therefor.
- 6. Liability. Grantor's liability, if any, for personal injury or property damage arising from any act or omission of Grantor shall not exceed the limitations on amounts of damages recoverable from the State of Georgia under the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq.

G. EXTINGUISHMENT AND CONDEMNATION

- 1. Extinguishment. If circumstances arise in the future that render the Purposes of this Conservation Easement impossible or impractical to accomplish, this Conservation Easement can be extinguished, whether in whole or in part, by mutual consent of the parties hereto or judicial proceedings in a court of competent jurisdiction.
- 2. Condemnation. If any or part of the Property is taken by exercise of the power of eminent domain, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Grantee may act jointly to recover the full value of their respective interests in the Property subject to the taking, and all direct or incidental damages resulting therefrom. If the Property is condemned and Grantee cannot recover the value of its Conservation Easement as a defendant in the condemnation proceedings then Grantee shall be entitled to a portion of the condemnation proceeds recovered by Grantor that is at least equal to the fair market value of the Conservation Easement expressed as a percentage interest of the Property as a whole at the time of conveyance.

H. ASSIGNMENT

110288

This Conservation Easement is assignable. As a condition of any assignment the parties hereto shall require that the conservation Purposes that this grant is intended to advance continue to be carried out. Any assignee shall be required to assume either Grantor or Grantee's obligations in writing, in a recordable instrument. The parties agree to give written notice to the other respective party of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantor or Grantee to give such notice shall not affect the validity of such assignment, nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.

I. SUBSEQUENT TRANSFERS AND ZONING APPLICATIONS

- 2. Notice of Zoning Applications and Building Permits. Grantor further agrees to notify Grantee in writing of any request to obtain a building permit or to amend the zoning of the Property at least twenty (20) days prior to the filing of such a request with the appropriate governmental agencies. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Grantor hereby acknowledges that, pursuant to O.C.G.A. §44-10-4(b), Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Property.

J. RECORDATION

Grantee shall record this instrument and any amendments hereto in timely fashion in the official records of Fulton County, Georgia, and may record it at any time as may be required to preserve its rights in this Conservation Easement.

K. GENERAL PROVISIONS

- 1. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Georgia.
- 2. Liberal Construction. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed to effect the Purposes of this Conservation Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid:
- 3. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision, to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 4. Amendment. The parties hereto may amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the Purposes or affects the perpetual duration of this Conservation Easement. Any such amendment shall result in equal or greater protection of the Conservation Values on the Property as identified in Section A. No amendment(s) to this Conservation Easement will be binding unless such amendment is signed by all parties hereto.
- 5. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

110793
882011

The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the personal representatives, heirs, successors, and assigns.

- 6. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer, shall survive transfer.
- 7. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 8. Notice. Any notices required or permitted in this Conservation Easement shall be in writing and sent by registered or certified mail, postage prepaid, or overnight delivery, to the following addresses or such other substituted addresses as Grantor or Grantee may provide to the other for purposes of providing sufficient notice in their names. Notice is effective immediately if overnight or hand-delivered or three days following the day it is sent by United States Mail:

GRANTOR:
 State of Georgia
 State Properties Commission
 47 Trinity Avenue, S.W., Suite G02
 Atlanta, Georgia, 30334

GRANTEE:
 America's Watershed Landkeeper, Inc.
 Upper Chattahoochee Riverkeeper
 3 Puritan Mill
 916 Joseph Lowery Blvd.
 Atlanta, Georgia, 30318

- 9. No Merger. Grantor and Grantee agree that should Grantee, or any successor in interest to Grantee, come to own all or a portion of the fee interest subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, (ii) the Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (iii) said owner as promptly as possible shall assign the Grantee interest in the Conservation Easement of record to another holder in conformity with the requirements of the Internal Revenue Code. The instrument of assignment shall refer to the provisions of this Section, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.
- 10. Rights Cumulative. Nothing herein shall be construed to change, alter, or affect any rights that either party hereto may have at law or equity.
- 11. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

TO HAVE AND TO HOLD, this Conservation Easement, together with all and singular the appurtenances and privileges belonging or in any way appertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor, acting pursuant to and in conformity with a properly considered and adopted resolution and acting by and through its duly authorized officers, and Grantee, acting by and through its duly authorized officers, have caused these presents to be signed, sealed and delivered all as of the Execution Date.

67079

Sworn and subscribed
before me this 16th
day of July, 2010

[Signature]
Witness

[Signature]
Notary Public

Sworn and subscribed
before me this 17
day of June, 2010

[Signature]
Witness

[Signature]
Notary Public

GRANTOR:

STATE OF GEORGIA

BY: [Signature]
Governor

Attest: [Signature]
Executive Director
State Properties Commission



GRANTEE:

AMERICA'S WATERSHED LANDKEEPER, Inc.

BY: [Signature]

Attest: [Signature]



110793

EXHIBIT "A"

All that tract or parcel of land situated, lying and being located in Land Lots 109 and 110 of Land District 9F, Fulton County, Georgia containing more or less 11.6 acres and being more particularly described as that portion and that portion only as shown marked in yellow on a plat of survey, prepared by Barbara L. Herring, Georgia registered land surveyor No. 2785 and dated November 16, 2002, and revised December 7, 2005, recorded in Plat book 304, Page 104 Fulton County, Georgia records and being on file in the offices of the State Properties Commission and by this reference made a part hereto and incorporated.

010793

Deed Book 49245 Pg 161
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "B"

A copy of the Baseline Study shall be filed and recorded in Grantor's office.

070788