



AUCTION MANAGEMENT CORPORATION

1827 Powers Ferry Road, Building 5, Atlanta, Georgia 30339
Phone: (770) 980-9565 Fax: (770) 980-9383 Email : info@AMCbid.com

AUCTION REAL ESTATE SALES AGREEMENT

Property: _____ **DATE:** _____

As a result of the efforts of AUCTION MANAGEMENT CORPORATION, hereinafter referred to as "Auctioneer", the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land lying and being in McIntosh County, Georgia, being more particularly described as **13.4± Acres at 1192 Tram Rd, Townsend GA 31331** together with any systems or fixtures as may be attached thereto, all improvements thereon and appurtenances thereto, hereinafter referred to as the "Property", (x) [checked if applicable] which is more particularly described in Exhibit A Page 1, along with all easements and rights of way identified in Exhibit A pages 2 through 20, attached hereto and incorporated herein by reference.

The Purchase Price of the Property is \$ _____
(\$ _____) Dollars, to be paid by certified or cashier's check to Seller, in full, at closing. The Purchase Price is the sum of the bid of \$ _____ plus a premium of ten (10%) percent of the bid or \$ _____. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. [Applicable provision must be checked:] () This offer remains binding and irrevocable by Purchaser through _____ at 5:00 PM. If this contract is not executed by Seller prior thereto the earnest money deposit shall be refunded to Purchaser and this agreement shall be null and void. () This sale is absolute, becoming a binding contract upon execution hereof by Purchaser and without further requirement of execution by Seller.

Purchaser shall pay to James Ottley, Stout Kaiser Matteson Peake & Hendrick, LLC, (770) 349-8214, (hereinafter "Holder") within 24 hours of completion of auction the sum of \$ _____ (20% of the Purchase Price), as earnest money, which earnest money is to be promptly deposited into Holder's attorney's IOLTA account, a non-interest bearing account and is to be applied as part payment of the purchase price at time of closing. Any earnest money paid by other than cash or certified funds will not be refunded, if applicable, until such time as the deposited funds have fully cleared payor bank. The parties hereto understand and acknowledge that disbursement of earnest money held by Holder may occur only as follows: (a) at closing; (b) upon written agreement signed by all parties having an interest in said funds; (c) upon court order; (d) upon failure of the parties to enter into a binding agreement; or (e) the failure of a contingency; (f) upon failure of either party to fulfill the obligations thereof contained in this contract. In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder:

- (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and
- (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If Seller accepts the offer and Holder issues a check to Seller which is deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.

Interpleader: If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.

Hold Harmless: All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

Seller warrants that Seller presently has title to said Property, and at the time the sale is consummated agrees to convey insurable title to said Property to Purchaser by Limited Warranty deed, subject only to (1) all zoning; general utility, sewer and drainage easements of record as of the Binding Agreement Date; (2) matters affecting title that would be disclosed by an accurate survey of the property, (3) Declaration of Covenants, conditions and restrictions of record on the Binding Agreement Date and (3) all taxes not yet due and payable. In the event there are leases on the property, Purchaser agrees to assume Seller's responsibility thereunder to the tenant(s) and broker(s) who negotiated such leases. Purchaser shall have fifteen (15) days from the Binding Agreement Date to examine title and to furnish Seller a written statement of objections affecting the insurability of said title. Should Purchaser fail to furnish Seller with a written statement of objections within the time allotted, then Purchaser shall be deemed to have accepted title as is. Seller shall have forty-five (45) days after receipt of such objections to satisfy all valid objections and, if Seller fails to satisfy such valid objections within said forty-five (45) days, then at the option of Purchaser, evidenced by written notice to Seller, this contract shall be null and void, and Purchaser's earnest money shall be returned or Purchaser shall accept the title with the exceptions and Purchaser shall have no further claims against the Seller whatsoever.

PURCHASER, BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT (i) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, , (G) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND OTHER APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER, INCLUDING, WITHOUT LIMITATION, SOLID WASTE AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261. PURCHASER FURTHER ACKNOWLEDGES AND AGREES AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT IS "AS IS" AND "WHERE IS" WITH ALL FAULTS; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT PURCHASER HAS MADE (OR DOES HEREBY WAIVE): (i) INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY PURCHASER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES AND/OR OTHER TOXIC OR POTENTIALLY TOXIC SUBSTANCES; AND/OR (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER SHALL ACCEPT ALL LIABILITY THEREFORE AS BETWEEN PURCHASER AND SELLER, AND SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF SUCH DISCOVERY. SUCH INDEMNITY SHALL SURVIVE ANY TERMINATION OF THE AGREEMENT AND SHALL SURVIVE CLOSING AND NOT BE MERGED THEREIN.

Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated. This Agreement shall be assignable by Purchaser to a validly exiting entity controlled by Purchaser, on the following conditions: (a) the assignment (does ~~not~~) require approval of Seller, (b) the Purchaser provides Seller, Auctioneer and Closing Attorney proof of organization and good standing for the entity, and (c) the assignment must take place no later than 10 days prior to Closing. Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then both Purchaser and Seller retain the right to cancel or negotiate the

revisions to the contract. Unless specifically represented on the Exhibit B attached, if any, no warranties, treatments, nor repairs are to be made by the Seller.

Real estate taxes, sanitation and HOA assessments, if any, on the Property shall be prorated as of the date of closing. Sale shall be closed at the offices of James Ottley, Stout Kaiser Matteson Peake & Hendrick, LLC, (770) 349-8214. Seller shall pay auctioneer commission and reasonable title corrective expenses and for any expenses related to Seller not attending the closing in person. Purchaser shall pay all other closing costs including designated attorney closing fees, title search and/or policy fees, recording fees, and all of Purchaser's attorney fees (should Purchaser choose representation).

Closing Date: This sale shall be closed on or before 30 days from date hereof, or on or before 10 days following Seller's satisfaction of valid title objections (*supra*), if applicable, whichever shall last occur. Auctioneer is acting as agent for the Seller, not as Purchaser's agent. Time is of the essence.

Should Seller fail to perform or otherwise be in default hereunder for any reason other than a title defect or objection, Seller hereby directs Holder to pay the full commission to Auctioneer immediately, the earnest money shall be refunded to Purchaser, and Purchaser shall be entitled to all remedies available in law and equity, including, without limitation, specific performance. Should Purchaser fail to perform or otherwise be in default hereunder, the earnest money shall be retained by Seller and Auctioneer as full liquidated damages. Purchaser specifically agrees that, at Auctioneer's sole option and discretion, any unresolved claim arising out of or relating to this contract, or the breach thereof, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Purchaser and Auctioneer shall each pick an arbitrator. The two chosen arbitrators shall choose a third arbitrator. The decision of this panel of arbitrators shall be final and may be enforced by any court having jurisdiction thereof. This panel of arbitrators shall assess the cost and payment of the arbitration.

Possession of the premises shall be granted by Seller to Purchaser no later than date of closing, subject to any leases.

() Special stipulations continued on Exhibit B, attached hereto and made a part hereof. (This provision is not applicable if not checked and Exhibit B not attached.)

For purposes of this contract, the "Binding Agreement Date" shall be the last date upon which either the Seller or Purchaser signs the contract and transmits it to the other party as indicated by the latest date on the signature page. This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision set forth herein.

[SIGNATURE PAGE FOLLOWS]

[Individual Sellers:]

Seller: _____ **DATE**

Printed Name:

Purchaser(s) **DATE**

[If Seller is a LLC or Corporation]

Seller Company Name: _____

By: _____ **DATE**

Name:

Title:

Listing Agent/Auctioneer:

Address

Address

Phone # (daytime) (evening)

Email:

Auction Management Corporation

Brokerage Firm License Number: H-20307
Broker Name: Julian E Howell, III
Broker License #: 117439
Broker Email Address: jeb@AMCbid.com
Broker Phone Number: 770-841-9924

Co-Listing Agent:

Jessee and Associates

Cooperating Broker Name: _____
Cooperating Broker is working as agent of (check one) (____) Purchaser (____) Seller
Cooperating Broker agrees to be bound by the terms of the Auction as set forth in the
Auction announcements and the Auction Materials dated _____

Brokerage Firm License Number: _____

MLS Office Code: _____

Agent Name: _____

Agent License #: _____

Agent Email Address: _____

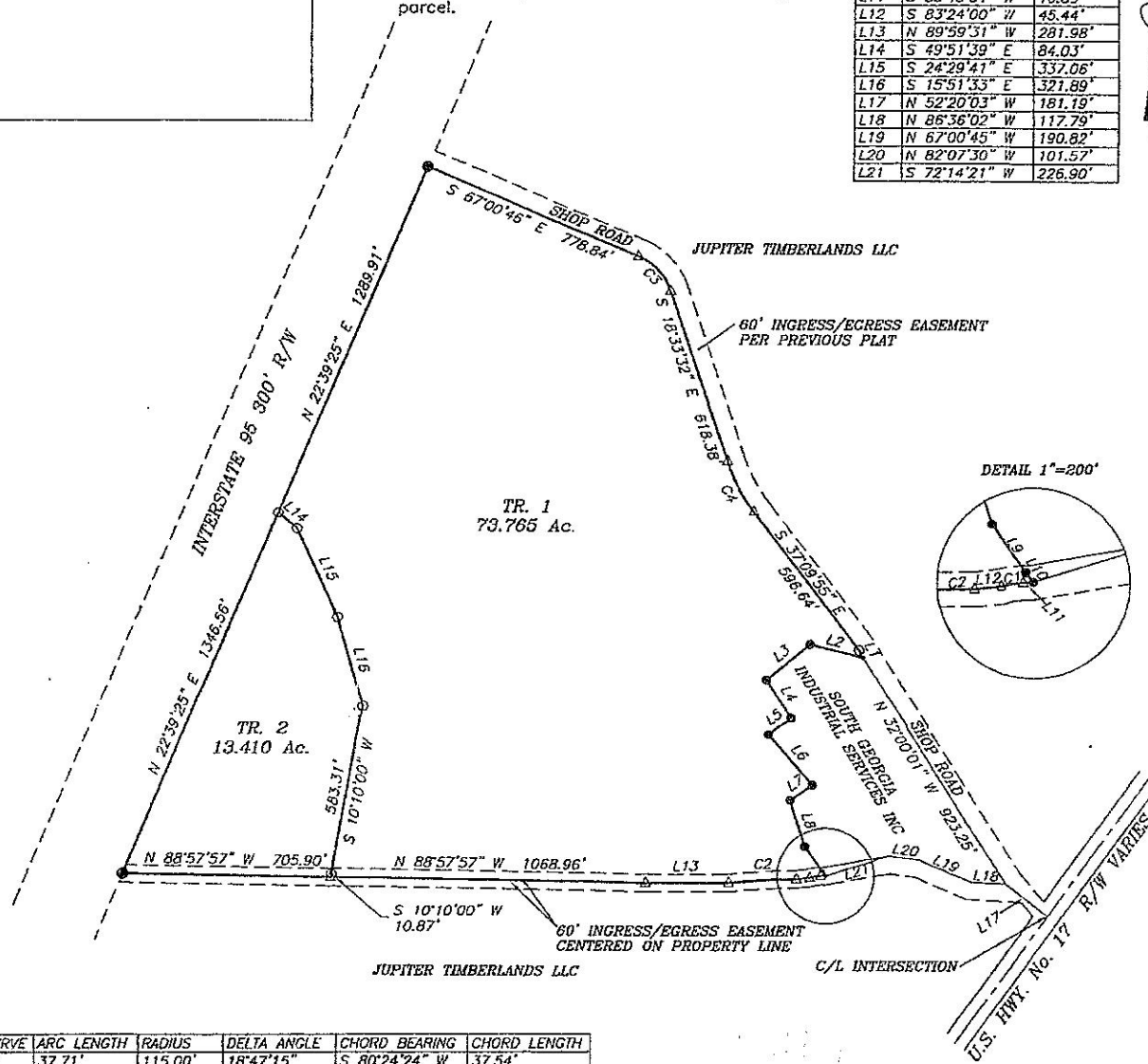
Agent Phone Number: _____

SURVEYOR CERTIFICATIONS

(3) As required by subsection (c) of O.C.G.A. Section 15-6-67, this map or plat has been prepared and issued for submittal and approval by the local jurisdiction as is evidenced by the approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of the survey or map as to intended use of any parcel.

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 29°29'42" E | 28.96' |
| L2 | N 76°17'01" W | 185.81' |
| L3 | S 50°14'11" W | 192.01' |
| L4 | S 32°02'50" E | 158.33' |
| L5 | S 51°31'40" W | 92.13' |
| L6 | S 40°47'13" E | 228.55' |
| L7 | S 55°28'01" W | 90.83' |
| L8 | S 17°27'12" E | 169.12' |
| L9 | S 34°31'09" E | 101.74' |
| L10 | S 37°04'19" E | 21.03' |
| L11 | S 85°49'51" W | 16.89' |
| L12 | S 83°24'00" W | 45.44' |
| L13 | N 89°59'31" W | 281.98' |
| L14 | S 49°51'39" E | 84.03' |
| L15 | S 24°29'41" E | 337.06' |
| L16 | S 15°51'33" E | 321.89' |
| L17 | N 52°20'03" W | 181.19' |
| L18 | N 86°36'02" W | 117.79' |
| L19 | N 67°00'45" W | 190.82' |
| L20 | N 82°07'30" W | 101.57' |
| L21 | S 72°14'21" W | 226.90' |

GRID NORTH EAST ZONE



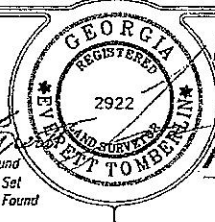
| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|----------|-------------|---------------|--------------|
| C1 | 37.71' | 115.00' | 18°47'15" | S 80°24'24" W | 37.54' |
| C2 | 230.61' | 2000.00' | 6°36'24" | S 86°51'07" W | 230.49' |
| C3 | 168.29' | 199.00' | 48°27'14" | S 42°47'09" E | 163.32' |
| C4 | 195.76' | 570.00' | 19°40'40" | S 27°57'46" E | 194.80' |

I certify this plat to be a true and accurate representation of the land platted and it conforms to the minimum standards and requirements of law, and is suitable for recording.

Everett Tomberlin, the Land Surveyor whose seal is affixed hereto does not guarantee that all easements which may affect this property are shown.



| | | | | | |
|---|--|--|--|---|--|
| Pursuant to the Development Code of MCINTOSH County, Georgia, All requirements have been fulfilled and this plat is approved. This is the Day of <u>July</u> , 20 <u>17</u> . Building & Codes Inspector MCINTOSH CO. <i>Cella Romo, E.I.H.</i> | | The equipment used in obtaining the linear and angular measurements used in the preparation of this plat was: SOBKAGE2 100'-TAPE SURVEYOR2 | | SURVEY FOR: FIRE HOUSE 66 and ATLANTIC SOUTH EAST LIMOUSINE SERVICE Land Lot: G.M.D.: 1480 Survey Date: 07/25/2017 Date Drawn: 07/26/2017 Land Dist.: City: Drawn By: ET JOB REF. THUBBARD County MCINTOSH State: Georgia Scale: SCALE Checked By: ET | |
| The field data upon which this plat is based has a closure precision of one foot in <u>117</u> feet, and an angular error of <u>1.72</u> per angle point, and was adjusted using the <u>117</u> rate. This plat has been calculated for closure and has been found to be accurate within one foot in <u>50000</u> feet. | | REFERENCES: PLAT: PC1-288J DEED: 615-274 604-289 | | EVERETT TOMBERLIN and ASSOCIATES LAND SURVEYING EVERETT TOMBERLIN REGISTERED LAND SURVEYOR #2922 1144 RADIO STATION ROAD ALMA, GEORGIA 31510 PH. 912-632-8034 FAX 912-632-0734 | |
| This plat has been recorded in Plat Book _____, Page _____, in the Office of the Clerk of Superior Court of _____ County, Georgia. This day of _____ 20____ Time: _____ Clerk of Superior Court | | 1/2" re-bar set Iron Pin or Flag Found <input type="checkbox"/> Concrete Monument Set <input type="checkbox"/> Concrete Monument Found <input type="checkbox"/> Computed Point <input type="checkbox"/> Land Lot or Legal Tie Point | | | |



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State of Georgia
McIntosh County

I hereby certify that this instrument was filed for record in the Clerk of Superior Court office of McIntosh County on the 28 day of April 2011 at 10:53 AM PM and recorded in Deed Book 550 Page 445 on file 28 day of April 2011
Mariam C. Cohen
Deputy Clerk

2011 APR 28 AM 10:53
CLERK OF COURTS

Taylor, Odachowski,
Schmidt & Crossland, L.L.C.
300 Oak Street
St. Simons Island, Georgia 31522

Space Above This Line For Recorder's Use

Return To:
Attn: G. Boone Smith IV
Smith, Hawkins, Hollingsworth & Reeves, LLP
PO Box 6495
Macon, Georgia 31208-6495

STATE OF GEORGIA
COUNTY OF MCINTOSH

GOLDEN ISLES OUTDOOR, LLC
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 30th day of Dec., 2010, by and between FIRE HOUSE 66, INC., a Georgia Corporation ("Grantor"), and GOLDEN ISLES OUTDOOR, LLC, a Georgia limited liability company ("Grantee").

WHEREAS, Grantor is the owner of real property more particularly shown on Exhibit "A" attached to this Agreement (the "Property"); and is the owner of the fee simple title subject to a Deed to Secure Debt held by the Bank of the Ozarks to land lying in 1480th G.M. District of McIntosh County, Georgia, as described in the Deed dated May 16, 2007, recorded in Deed Book 477, Page 317, in the Office of the Clerk of the Superior Court of McIntosh County.

WHEREAS, Grantor and Grantee desire to establish easements over, under, across and through a portion of the Property which easement area is more particularly described on Exhibit "B" attached to this Agreement (the "Easement Area").

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. **Sign Easement.** It expressly understood that Grantee shall forever be permitted to erect and maintain three billboard poles each with an approximately 12' x 50' billboard sign (dimensions vary) attached and so located on the parcel described on Exhibit "B" (hereinafter "pole"). Said pole and the facings situated thereon shall be used for purposes of advertising on the above-referenced property.
2. **Ownership of Sign by Grantee.** Grantee shall have and retain all title and ownership of each

H:\Files\GHSIV\Reference\Outdoor Advertising\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Easement for Relocation (redlined).doc

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pole, sign, facing and other attachments to the Easement including, without limitation, each structure, base, foundation and supporting members and all associated fixtures, equipment and appurtenances. At any time, Grantee shall be permitted to remove any of the billboards and the above-described attachments, and in doing so, shall only be responsible for cutting the sign support post, monopole and/or pylon at approximately the ground surface level, and filling the remaining subsurface portion with dirt or other -fill material that may be deemed proper by Grantee.

3. **Right to Lease Income.** Grantee shall have and retain the right to all rent, revenue, income and profits of or related to each pole and the attachments thereon, or the rental, licensing and leasing thereof.

4. **Maintenance Easement.** Grantee shall have and retain a non-exclusive twenty foot (20') easement being twenty foot (20') in width, widening at each sign location as shown on Exhibit "B" of Grantor to operate and maintain each sign and to use the easement to place and maintain equipment and apparatus related to the sign, including but not limited to electrical and control equipment and communications and telecommunications equipment which may from time to time be located on each sign or within the easement.

5. **Utilities Easement.** Grantee shall have and retain a perpetual easement to allow for the installation and maintenance of a line along the twenty foot (20') easement within or adjacent to the Shop and/or Tram Road entrance of Grantor and then up the twenty foot (20') easement along the Interstate 95 (I-95) boundary as described by Grantor to provide electric service to the sign. The easement for electric lines in this paragraph carries with it the right to use portions of the land to maintain, repair and replace it.

6. **Non-Obstruction.** Grantor covenants not to do any act which in any way obstructs the visibility of the sign in light of the purposes as contemplated herein. Upon five (5) days notice to Grantor, Grantee shall have and retain a perpetual easement to travel upon property of Grantor to trim, cut or remove any trees, vegetation or any other structures, which, in any manner, or to any degree, obstruct the visibility of the sign to motorists traveling on Interstate 95. This covenant includes all structures, trees or items obstructing visibility of any of the three (3) sign structures, whether erected by Grantor or any other party unrelated to this Agreement. In the event there is no response to the provided notice, whether the notice is provided through electronic transmission or other reasonable form of transmission recognized under Georgia law, within five (5) days from expected receipt of same by Grantor, then Grantee may proceed with the removal of the obstruction.

7. **Transferability.** Grantee shall have the full right and authority from time to time to lease, sell, assign, transfer, grant easements and convey to others, the estates, title, interests, rights, and privileges granted or declared in this Agreement, in whole or in part, without the prior consent of Grantor or any other party.

8. **Title.** Grantor represents and warrants that Grantor has good, marketable insurable title to the Property subject to a Deed to Secure Debt currently held by the Bank of the Ozarks. Grantee, and its successors and assigns, shall have and hold the Easement and the Easement Area in perpetuity.

9. **Governing Law.** This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia in which the Property is located.

10. **Binding Effect.** This Agreement shall be binding upon and enforceable against, and shall be for the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. **Entire Agreement; Other Easements.** This Agreement supercedes all prior discussions and agreements between the parties and contains the entire agreement between the parties with respect to the Easement and the other matters described herein. In the event Grantee currently has any other easement or easements pertaining in whole or part to the Easement Area, then the provisions of such other easements and this Agreement shall be cumulative; provided however, in the event of any conflict between the terms of this Agreement and the terms of any other easements, the terms of this Agreement shall apply.

12. **Severability.** If any of the provisions of this Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

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- 13. **Running with the Land.** The provisions of this Agreement shall run with and bind the Property and shall be and remain in effect perpetually.
- 14. **Enforcement.** Grantee shall have the right to take any action, whether at law or at equity, to enforce or prevent the interference with, the easements, rights and privileges granted in this Agreement.
- 15. **Headings.** The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement or any part of this Agreement.
- 16. **Counterparts.** This Agreement may be executed in several counterparts, each of, which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 17. **Construction.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have prepared or drafted such provision.
- 18. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time such terms are used.
- 19. **Authority.** The parties warrant and represent one to the other that they have full power and authority to enter into this Agreement.

TO HAVE AND HOLD, the rights, privileges and duties set out herein.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the day and year first above written.

Signed, sealed and delivered in the presence

FIRE HOUSE 66, INC.

*Tyrone V Hubbard
by Donald Nelson*

By: *Via Power of Attorney (L.S.)*
Tyrone V. Hubbard, President

Official Witness

Notary Public

My Commission Expires:

G. BOONE SMITH, IV
Notary Public
State of Georgia
My Commission Expires March 5, 2011

(Corp Seal)



Signed, sealed and delivered in the presence

GOLDEN ISLES OUTDOOR, LLC

By: *[Signature]* (L.S.)

John E. Renfro, Manager

By: *[Signature]* (L.S.)

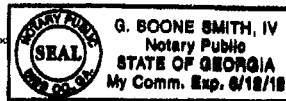
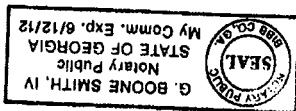
Marcus Ben Jones, Manager

Unofficial Witness

Notary Public

My Commission Expires:

AS to John E. Renfro



Signed, sealed and delivered

in the presence of:

[Signature]

[Signature]

Notary Public

My Commission Expires:

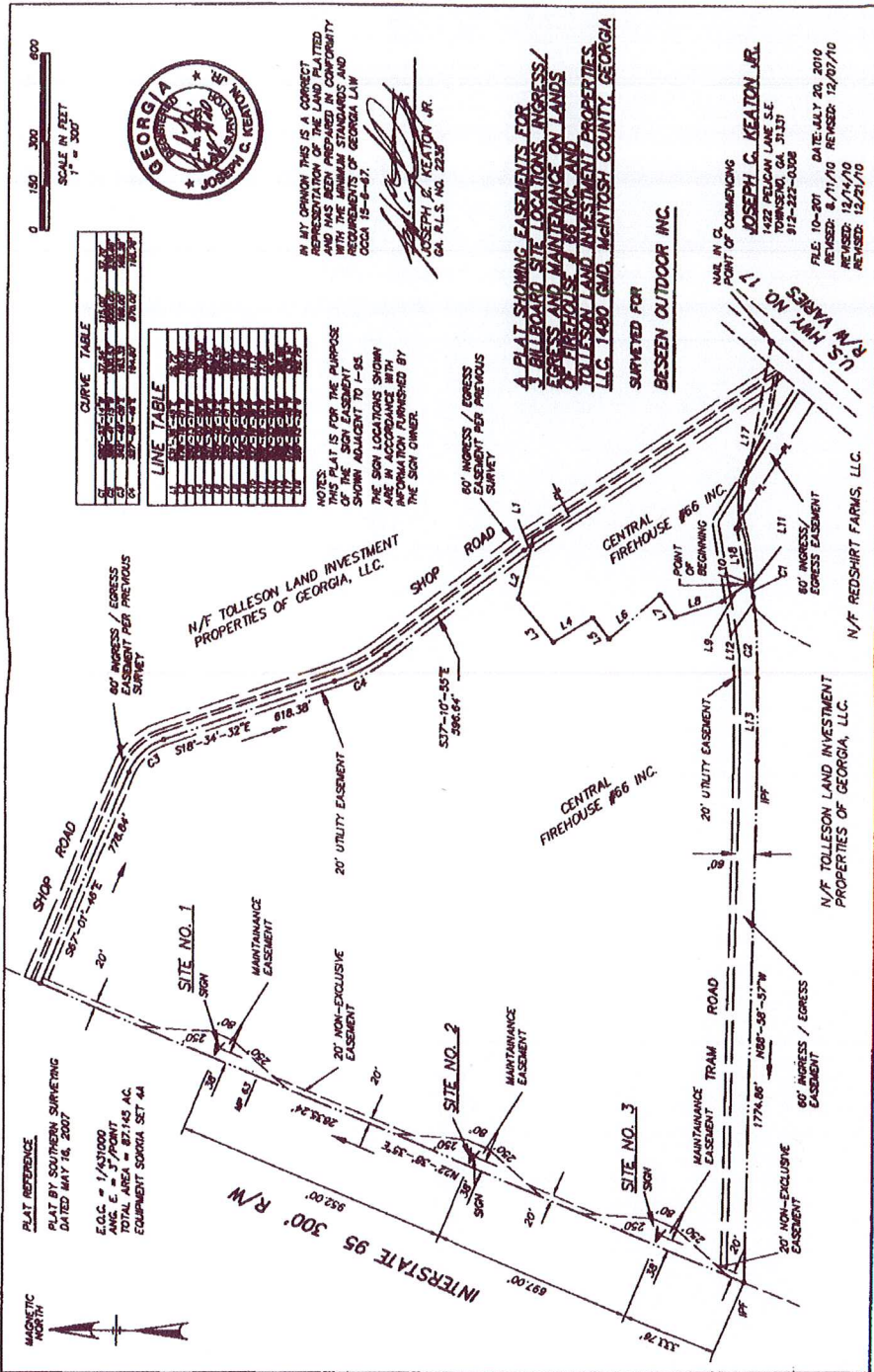
AS to Marcus Ben Jones

DEED BOOK 550 PAGE 448**EXHIBIT "A"****DESCRIPTION OF THE PROPERTY, EASEMENT AREA**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate, lying and being in the 1480th G.M. District, McIntosh County, Georgia, containing 87.145 acres, and being shown on that certain map of plat of survey prepared by Craig R. Bargstadt, Georgia RLS Number 2934, under date of May, 16, 2007, and recorded in the Office of Clerk of Superior Court of McIntosh County, Georgia in Plat Cabinet 1, Slide 288J. Reference is hereby made to said map or plat for purposes of description.)

Exhibit "B"

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PLAT REFERENCE
 PLAT BY SURVEYOR SURVEYING
 DATED MAY 16, 2007
 E.A.C. = 1/43000
 A.M.C.E. = 1" POINT
 TOTAL AREA = 87.145 AC.
 EQUIPMENT SOURCE: SET 4A

CURVE TABLE

| STATION | CHORD BEARING | CHORD LENGTH | ARC BEARING | ARC LENGTH |
|---------|---------------|--------------|-------------|------------|
| 1 | S11°45'00"W | 100.00 | 11°45'00" | 100.00 |
| 2 | S87°01'48"E | 100.00 | 87°01'48" | 100.00 |
| 3 | S51°34'32"E | 100.00 | 51°34'32" | 100.00 |
| 4 | S37°10'57"E | 100.00 | 37°10'57" | 100.00 |
| 5 | S18°34'32"E | 100.00 | 18°34'32" | 100.00 |
| 6 | S07°51'48"E | 100.00 | 7°51'48" | 100.00 |
| 7 | S01°45'00"W | 100.00 | 1°45'00" | 100.00 |

LINE TABLE

| STATION | CHORD BEARING | CHORD LENGTH | ARC BEARING | ARC LENGTH |
|---------|---------------|--------------|-------------|------------|
| 1 | S11°45'00"W | 100.00 | 11°45'00" | 100.00 |
| 2 | S87°01'48"E | 100.00 | 87°01'48" | 100.00 |
| 3 | S51°34'32"E | 100.00 | 51°34'32" | 100.00 |
| 4 | S37°10'57"E | 100.00 | 37°10'57" | 100.00 |
| 5 | S18°34'32"E | 100.00 | 18°34'32" | 100.00 |
| 6 | S07°51'48"E | 100.00 | 7°51'48" | 100.00 |
| 7 | S01°45'00"W | 100.00 | 1°45'00" | 100.00 |

IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND PRACTICES OF THE SURVEYING PROFESSION IN THE STATE OF GEORGIA, L.P.C. 15-2-41.

JOSEPH C. KEATON, JR.
 GA. R.L.S. NO. 2235

NOTES:
 THIS PLAT IS FOR THE PURPOSE OF THE SIGN EASEMENT SHOWN ADJACENT TO I-85. THE SIGN LOCATIONS SHOWN ARE IN ACCORDANCE WITH THE SIGN PLAN FURNISHED BY THE SIGN OWNER.

A PLAT SHOWING EASEMENTS FOR 3 BILLBOARD SITE LOCATIONS, INGRESS, EGRESS AND MAINTENANCE ON LANDS OF CENTRAL FIREHOUSE #66 INC. AND TOLLESON LAND INVESTMENT PROPERTIES LLC, 1480 GMD, MCINTOSH COUNTY, GEORGIA SURVEYED FOR BESEEN OUTDOOR INC.

MAR. M. C. COMMERSON
 POINT OF COMMENCING
JOSEPH C. KEATON, JR.
 1422 PELICAN LANE S.E.
 ATLANTA, GA 30316
 404-322-0326

FILE: 10-201 DATE: JULY 22, 2010
 REVISED: 8/11/10 REVISED: 12/07/10
 REVISED: 12/14/10 REVISED: 12/21/10

Exhibit "B"

DEED BOOK 550 PAGE 450

State of Georgia
 McIntosh County
 I hereby certify that this instrument was filed
 for record in the Clerk of Superior Court office
 of McIntosh County on the 28 day
 of April 2011 at
10:58 AM PM and recorded in Deed
 Book 550 Page 450 on the 28
 day of April 2011
Amanda M. Cathers
 Deputy Clerk

Amanda M. Cathers
 CLERK OF COURTS

2011 APR 28 AM 10:53

MCINTOSH COUNTY GEORGIA
 FILED IN OFFICE

This instrument prepared by and after
 recordation is to be returned to:

G. Boone Smith, IV
 Smith, Hawkins, Hollingsworth & Reeves
 P. O. Box 6495
 Macon, Georgia 31208-6495

Taylor, Odachowski,
 Schmidt & Crossland, L.L.C.
 300 Oak Street
 St. Simons Island, Georgia 31522

RE: Easements dated December 30, 2010
 between Fire House 66, Inc. and Golden Isles
 Outdoor, LLC per Deed Book 550, Page
445, Clerk's Office, McIntosh County
 Superior Court.

ASSIGNMENT

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable
 consideration payable to Golden Isles Outdoor, LLC by A.P.E. Holdings, LLC, Golden Isles
 Outdoor, LLC does hereby transfer and assign, without recourse, to A.P.E. Holdings, LLC, its
 entire interest in the Easements from Fire House 66, Inc. in favor of Golden Isles Outdoor, LLC,
 recorded simultaneously with this document, in the Clerk's Office, McIntosh County Superior
 Court.

This 28th day of March, 2011.

(See following page for signatures)

DEED BOOK 350 PAGE 451

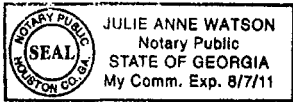
GOLDEN ISLES OUTDOOR, LLC

By: [Signature] (Seal)
John E. Renfroe, Manager

Sworn to and subscribed before me
this 25 day of MARCH, 2011.

[Signature]
Witness

[Signature]
Notary Public, State of Georgia
My Commission Expires:



H:\Files\GBSIV\Renfroe Outdoor Advertising\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Assignment of Easement.doc

AFTER RECORDING, RETURN TO:
G. Boone Smith, IV
Smith, Hawkins, Hollingsworth & Reeves, LLP
P. O. Box 6495
Macon, Georgia 31208

State of Georgia
McIntosh County

DEED BOOK 550 PAGE 452

I hereby certify that this instrument was filed
for record in the Clerk of Superior Court office
of McIntosh County on the 28 day
of April 2011 at
10:55 AM PM and recorded in Deed
Book 550 Page 452 on the 28
day of April 2011
Amanda M. Gathen
Deputy Clerk

Amanda M. Gathen
CLERK OF COURTS

2011 APR 28 AM 10:53

MCINTOSH COUNTY, GEORGIA
FILED IN OFFICE

STATE OF GEORGIA,
COUNTY OF MCINTOSH

MEMORANDUM OF RIGHT OF FIRST REFUSAL

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL made and entered into this 30th day of December, 2010, by and between **FIRE HOUSE 66, INC.**, of McIntosh County, Georgia (hereinafter referred to as "Grantor"), and **GOLDEN ISLES OUTDOOR, LLC**, a Company organized under the laws of the State of Georgia, with an office located in Henry County, Georgia, (hereinafter referred to as "Grantee")

WITNESSETH:

Whereas, the Grantor is the present owner, subject to a Deed to Secure Debt held by the Bank of the Ozarks, of property lying in 1480th G.M. District of McIntosh County, Georgia as described in the Deed dated May 16, 2007, recorded in Deed Book 477, page 137, in the Office of the Clerk of Superior Court of McIntosh County said description attached as Exhibit "A"; and

Whereas, Grantor has granted Grantee a right of first refusal to acquire any future billboard easements related to property described in Exhibit "A".

THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable considerations acknowledged and accepted by both parties they hereby state the following:

Grantor has granted unto Grantee a right of first refusal to purchase any perpetual easement for billboards on the property described in Exhibit "A" or on contiguous or adjacent property now owned or subsequently acquired by Grantor and offered as a perpetual easement for billboards from Grantor for the purchase price equal to any bonafide offer to purchase the

H:\Files-GBS\IV\Renfro Outdoor Advertising\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Memorandum of Right of First Refusal.doc

DEED BOOK 550 PAGE 453

easement made to Grantor by any third party for the next twenty-five (25) years from the date of this agreement. In this matter, should Grantor receive an offer to purchase the subject premises, and it desires to sell same for said offered price, then Grantor shall notify Grantee of said offer, in writing, and Grantee shall have fourteen (14) days from the date said notice was received by Grantee to inform Grantor that he desires to purchase the property at the said offered purchase price.

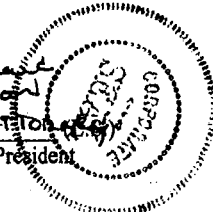
IN WITNESS WHEREOF, the parties have each placed their respective hands and seals hereon the day and year first above written.

(Corporate Seal)

FIRE HOUSE 66, INC.

Tyrone V Hubbard
by *Donald Nelson*

By: VIA POWER OF ATTORNEY
Tyrone V. Hubbard, President



Signed, sealed and delivered in the presence of:

[Signature]

[Signature]
Notary Public

My Commission Expires 6/12/12

GOLDEN ISLES OUTDOOR, LLC

By: *[Signature]* (L.S.)
John E. Renfro, Manager

[Signature] (L.S.)
Marcus Ben Jones, Manager

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]
Notary Public

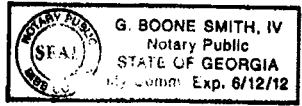
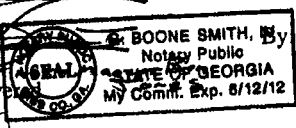
Signed, sealed and delivered in the presence of:

[Signature]

[Signature]
Witness

[Signature]
Notary Public

[Signature]



H:\Files\GBSIV\Renfro Outdoor Advertising\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Memorandum of Right of First Refusal.doc

DEED BOOK 550 PAGE 464

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY, EASEMENT AREA

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate, lying and being in the 1480th G.M. District, McIntosh County, Georgia, containing 87.145 acres, and being shown on that certain map of plat of survey prepared by Craig R. Bargstadt, Georgia RLS Number 2934, under date of May, 16, 2007, and recorded in the Office of Clerk of Superior Court of McIntosh County, Georgia in Plat Cabinet 1, Slide 288J. Reference is hereby made to said map or plat for purposes of description.)

H:\Plex-GBSIV\Renfro Outdoor Advtmng\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Memorandum of Right of First Refusal.doc

DEED BOOK 550 PAGE 445

State of Georgia
 McIntosh County
 I hereby certify that this instrument was filed
 for record in the Clerk of Superior Court office
 of McIntosh County on the 28 day
 of April 2011 at
10:53 AM PM and recorded in Deed
 Book 550 Page 445 on the 28
 day of April 2011
Amanda M. Cathey
 Deputy Clerk

McINTOSH COUNTY, GEORGIA
 FILED IN OFFICE
 2011 APR 28 AM 10:53
Amanda M. Cathey
 CLERK OF COURTS

Subordination Agreement

After recording, return to:
 Taylor, Odachowski, Schmidt & Crossland, LLC
 300 Oak Street, Suite 200
 St. Simons Island, Georgia 31522

Cross Reference To: DEED BOOK 477, PAGE 321;
 RECORDS OF McINTOSH
 COUNTY, GEORGIA

The undersigned is the holder and owner of that certain deed to secure debt dated May 29, 2007, between Firehouse 66, Inc. (as grantor therein) and Woodlands Bank, the undersigned Bank of the Ozarks is successor in interest to, and assignee of, the Federal Deposit Insurance Corporation as Receiver for Woodlands Bank by assignment dated September 24, 2010, recorded at Deed Book 540, Page 223, McIntosh County records as grantee therein, said deed to secure debt recorded in Deed Book 477, beginning at Page 321, Records of McIntosh County, Georgia (the "Security Deed"), affecting certain property located in McIntosh County, Georgia (the "Property"), the Property being more particularly described on Exhibit "A" attached thereto.

The undersigned agrees that the Security Deed shall be and is hereby made subordinate to that certain Easement Agreement dated December 30, 2010, between Firehouse 66, Inc. as grantor and Golden Isles Outdoor, LLC as grantee, conveying an easement interest in that portion of the Property described therein, a copy of said description being attached hereto as Exhibit A; said agreement now or hereafter to be recorded in the Records of McIntosh County, Georgia (the "Easement Agreement").

THEREFORE, in consideration of Ten Dollars (\$10.00), and other valuable consideration, in hand paid to the undersigned, the undersigned hereby subordinates and makes subject all right, title or interest of the undersigned under the Security Deed, or otherwise, in and to said easement rights as against the owner of the easement rights. This subordination agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of the holder of

DEED BOOK 550 PAGE 456

the Easement and the successors and assigns thereof and of any purchaser at any foreclosure sale thereunder and shall apply with like force and effect to any renewal thereof.

WITNESS the hand and seal of the undersigned, this 18 day of March 2011.

Signed, sealed and delivered
in the presence of:

Bank of the Ozarks, as successor in interest to,
and assignee of, the Federal Deposit Insurance
Corporation as Receiver for Woodlands Bank

Brittany Clardy
Unofficial Witness

By: [Signature]
Its: T-Hex Vande, Executive Vice President

Lisa Woodard
Notary Public
My Commission Expires:

Attest: [Signature]
Its: Tim D. Hicks, SVP - Corporate Finance



Signed, sealed and delivered
in the presence of:

Firehouse 66, Inc.

Unofficial Witness

By: _____
Its: _____

Notary Public
My Commission Expires:

Attest: _____
Its: _____

DEED BOOK 550 PAGE 457

the Basement and the successors and assigns thereof and of any purchaser at any foreclosure sale thereunder and shall apply with like force and effect to any renewal thereof.

WITNESS the hand and seal of the undersigned, this 18 day of March 2011.

Signed, sealed and delivered in the presence of:

Bank of the Ozarks, as successor in interest to, and assignee of, the Federal Deposit Insurance Corporation as Receiver for Woodlands Bank

Brittney Clardy
Unofficial Witness

By: [Signature]
Its: Title Vault, Executive Vice President

Lisa Woodard
Notary Public
My Commission Expires:

Attest: [Signature]
Its: Tim D. Hicks, SVP - Corporate Finance



Signed, sealed and delivered in the presence of:

Firehouse 66, Inc.

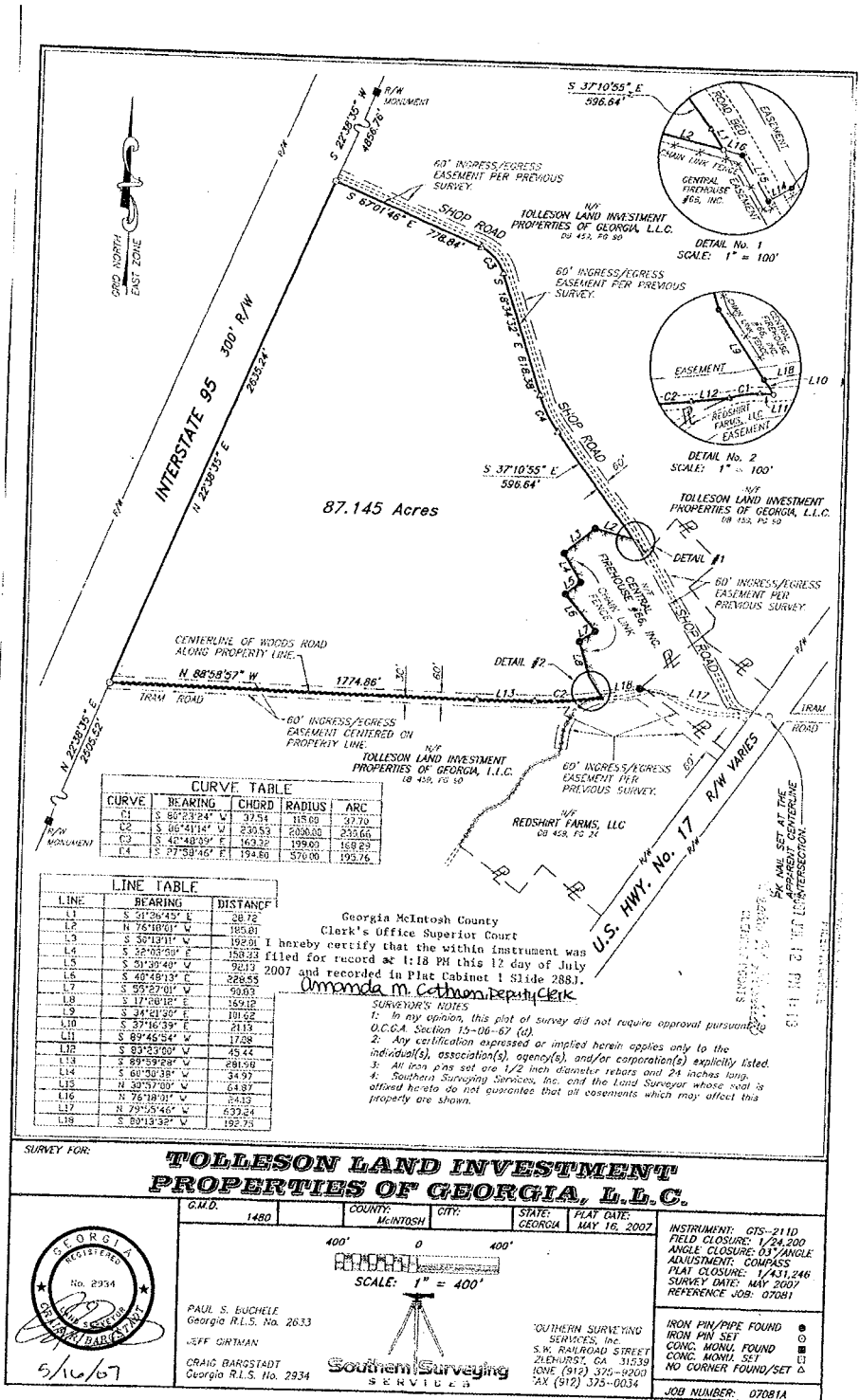
[Signature]
Unofficial Witness

By: [Signature]
Its: _____

Joyce P. Banister
Notary Public
My Commission Expires:

Attest: _____
Its: _____





CURVE TABLE

| CURVE | BEARING | CHORD | RADIUS | ARC |
|-------|---------------|--------|---------|--------|
| C1 | S 60°23'24" W | 37.54 | 115.00 | 37.70 |
| C2 | S 66°41'14" W | 230.53 | 2000.00 | 233.66 |
| C3 | S 40°40'35" E | 163.27 | 1996.00 | 169.23 |
| C4 | S 77°58'46" E | 194.80 | 370.00 | 193.76 |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 01°28'43" E | 128.72 |
| L2 | N 76°18'01" W | 185.81 |
| L3 | S 30°13'11" W | 192.91 |
| L4 | S 32°03'00" E | 158.33 |
| L5 | S 31°39'40" W | 92.13 |
| L6 | S 40°40'35" E | 326.85 |
| L7 | S 99°27'01" W | 91.83 |
| L8 | S 17°00'12" E | 169.12 |
| L9 | S 34°41'30" E | 101.62 |
| L10 | S 37°16'39" E | 21.13 |
| L11 | S 89°45'24" W | 17.28 |
| L12 | S 83°21'00" W | 45.42 |
| L13 | S 89°59'28" W | 281.50 |
| L14 | S 60°30'38" W | 34.97 |
| L15 | N 30°57'30" W | 64.87 |
| L16 | N 76°18'01" W | 74.35 |
| L17 | N 79°45'46" E | 63.24 |
| L18 | S 89°13'32" W | 192.73 |

Georgia McIntosh County
 Clerk's Office Superior Court
 I hereby certify that the within instrument was
 filed for record at 1:18 PM this 12 day of July
 2007 and recorded in Plat Cabinet 1 S11de 288J.
Amanda M. Cethon, Deputy Clerk

SURVEYOR'S NOTES
 1. In my opinion, this plot of survey did not require approval pursuant to
 O.C.G.A. Section 15-106-67 (c).
 2. Any certification expressed or implied herein applies only to the
 individual(s), association(s), agency(ies), and/or corporation(s) explicitly listed.
 3. All iron pins set are 1/2 inch diameter rebar and 24 inches long.
 4. Southern Surveying Services, Inc. and the Land Surveyor whose seal is
 affixed hereto do not guarantee that all easements which may affect this
 property are shown.

TOLLESON LAND INVESTMENT PROPERTIES OF GEORGIA, L.L.C.

G.M.D. 1480 COUNTY: MCINTOSH CITY: STATE: GEORGIA PLAT DATE: MAY 16, 2007

PAUL S. EUCHELE Georgia R.L.S. No. 2633
 JEFF CHITMAN
 CRAIG BARSTADT Georgia R.L.S. No. 2934

Scale: 1" = 400'

Southern Surveying Services, Inc.
 S.W. RAILROAD STREET
 PLENUM, GA 31139
 PHONE (912) 370-0200
 FAX (912) 375-0034

INSTRUMENT: GTS-211D
 FIELD CLOSURE: 1/24,200
 ANGLE CLOSURE: 0.3" ANGLE
 ADJUSTMENT: COMPASS
 PLAT CLOSURE: 1/431,246
 SURVEY DATE: MAY 2007
 REFERENCE JOB: 07081

IRON PIN/PIN FOUND
 IRON PIN SET
 CONC. MONUMENT FOUND
 CONC. MONUMENT SET
 NO CORNER FOUND/SET

JOB NUMBER: 07081A

DEED BOOK 477 PAGE 317

McIntosh County, Georgia
Real Estate Transfer Tax
Paid \$ 501.10
Date July 12, 2007
Amanda M. Cathron
Deputy Clerk of Superior Court

Return To:
Donald O. Nelson
Rt. 3 Box 3147-A
Townsend, Ga. 31331

STATE OF GEORGIA

COUNTY OF MCINTOSH

State of Georgia
McIntosh County
I hereby certify that this instrument was filed
for record in the Clerk of Superior Court office
of McIntosh County on the 12 day
of July 2007 at
1:18 AM and recorded in 2007
Book 477 Page 317 on the 12
day of July 2007
Amanda M. Cathron
Deputy Clerk

2007 JUL 12 PM 1:18
FIELD OFFICE
CLERK OF COURTS

LIMITED WARRANTY DEED

THIS INDENTURE, made the 29th day of May, in the year Two Thousand and Seven, between **TOLLESON LAND INVESTMENT PROPERTIES OF GEORGIA, L.L.C.,** incorporated in the state of Delaware, as party of the first part hereinafter called "Grantor", and **FIRE HOUSE 66, INC.,** a Georgia Corporation, of the County of McIntosh, State of Georgia, as party of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor for and in consideration of the sum of \$10.00 (Ten Dollars) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate (the "Property"), lying and being in the 1480th G.M. District, McIntosh County, Georgia, containing 87.145 acres, and being shown on that certain map of plat of survey prepared by Craig R. Bargstadt, Georgia Registered Land Surveyor No. 2934, under

ATL#37370.2

DEED BOOK 477 PAGE 318

date of May 16, 2007, and recorded in Plat Cabinet 1, Slide 288J, in the Office of Clerk of Superior Court of McIntosh County, State of Georgia. Reference is hereby made to said map or plat for further purposes of description.

THIS CONVEYANCE and the warranties herein contained are expressly made subject to those matters set forth on the afore-referenced plat of survey and on Exhibit A attached hereto (the "Permitted Title Exceptions").

TO HAVE AND TO HOLD the same, together with all the rights, members and appurtenances thereof, to the same being, belonging, or in anyway pertaining to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE, subject to the Permitted Title Exceptions and the restriction set forth below.

THE PROPERTY is conveyed subject to the following restrictions: (i) that any structures constructed on the Property shall be site-built structures, and (ii) that there shall be no mining or removal of sand, clay, gravel or any other minerals from the Property for a period of ten (10) years after the date hereof.

GRANTOR RESERVES, unto itself, for the benefit of Grantor, the right to harvest all merchantable timber from the Property within three (3) months after the date hereof. Grantor reserves unto itself the right to enter upon the Property for the purpose of harvesting such timber and repairing any damage caused to the Property by Grantor or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

GRANTOR GIVES, GRANTS AND CONVEYS unto Grantee, for the benefit of the Property, a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress over, upon and across 60 feet along the northern boundary of the Property and not within the Property (such 60 foot strip of land shown as "Shop Road" on the above-referenced plat of survey) for access to the area known as the "Shop Area" and shown on the above-referenced plat of survey as surrounded by a chain link fence on the west and north, Shop Road on the east and Tram Road on the south. Grantor also grants to Grantee the right to enter upon Shop Road for the purpose of repairing any damage caused to Shop Road by Grantee or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

GRANTOR RESERVES unto itself, for the benefit of Grantor and the property owned by Grantor, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over, upon and across the southerly portion of the Property to access Shop Road. Grantor reserves unto itself the right to enter upon such portion of the

ATL#37370.2

DEED BOOK 477 PAGE 319

Property for the purpose of repairing any damage caused to the Property by Grantor or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

GRANTOR GIVES, GRANTS AND CONVEYS unto Grantee, for the benefit of the Property, a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress over, upon and across the southerly 30 feet of a roadway (i.e., that portion of the roadway not within the Property) identified as "Tram Road" on the above-referenced plat of survey. Grantor also grants to Grantee the right to enter upon such portion of the roadway for the purpose of repairing any damage caused to the roadway by Grantee or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

GRANTOR RESERVES unto itself, for the benefit of Grantor and property owned by Grantor, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over, upon and across the northerly 30 feet of a roadway (i.e., that portion of the roadway within the Property) identified as "Tram Road" on the above-referenced plat of survey. Grantor reserves unto itself the right to enter upon such portion of the roadway for the purpose of repairing any damage caused to the roadway by Grantor or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons and entities owning, holding or claiming by, through or under Grantor, but not otherwise, subject to the Permitted Title Exceptions.

[SIGNATURES FOLLOW]

ATL#37370.2

DEED BOOK 477 PAGE 220

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year above written.

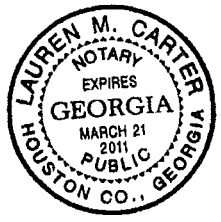
**TOLLESON LAND INVESTMENT
PROPERTIES OF GEORGIA, L.L.C.**

By: [Signature] [SEAL]
Name: Douglas D. Williams
Title: VP Finance

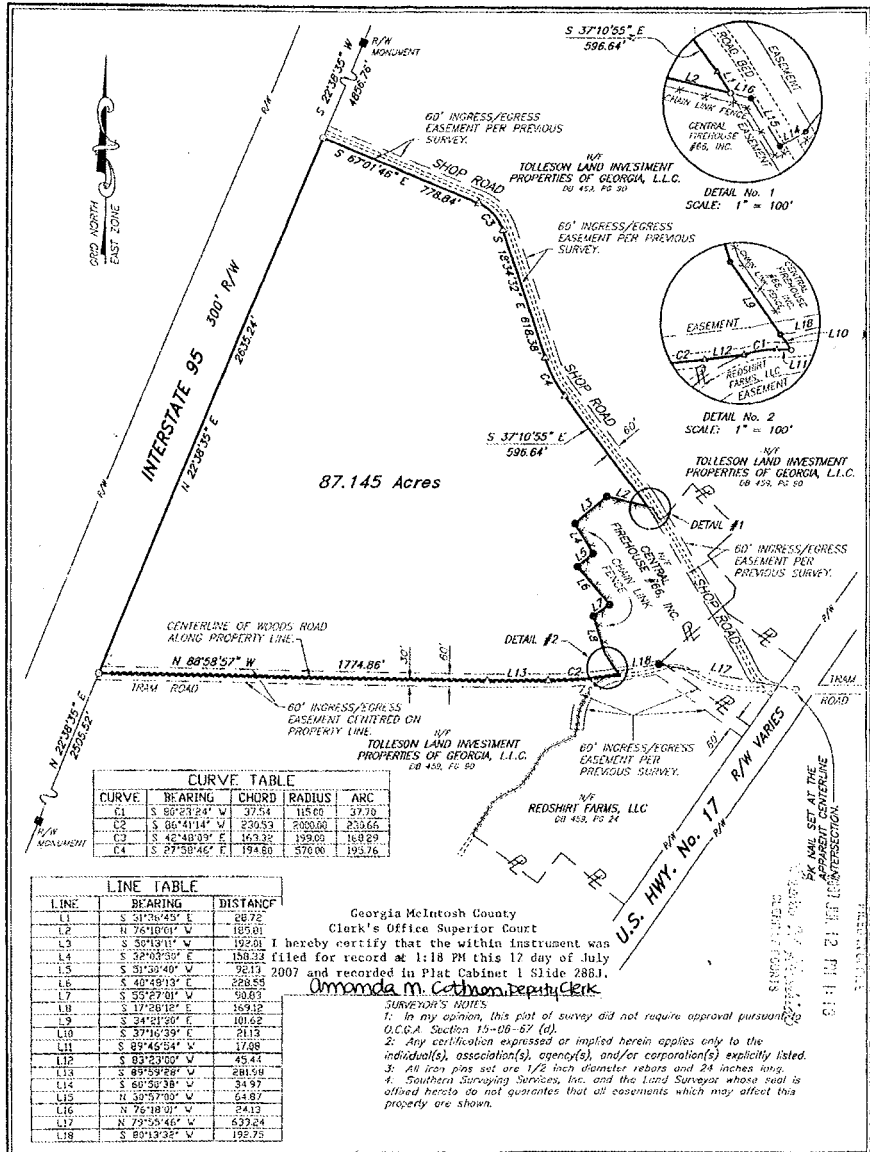
By: [Signature] [SEAL]
Name:
Title:

Signed, sealed and delivered
in the presence of:
[Signature]
Witness

[Signature]
Notary Public
My Commission Expires:
[NOTARIAL SEAL]



ATL#37370.2



Georgia McIntosh County
 Clerk's Office Superior Court
 I hereby certify that the within instrument was
 filed for record at 1:18 PM this 17 day of July
 2007 and recorded in Plat Cabinet 1 Slide 2881.
Ormanda M. Cotton, Deputy Clerk

SURVEYOR'S NOTES
 1. In my opinion, this plat of survey did not require approval pursuant to
 O.C.G.A. Section 15-06-67 (d).
 2. Any certification expressed or implied herein applies only to the
 individual(s), association(s), company(s), and/or corporation(s) explicitly listed.
 3. All iron pins set are 1/2 inch diameter rebar and 24 inches long.
 4. Southern Surveying Services, Inc. and the Land Surveyor whose seal is
 affixed hereto do not guarantee that all easements which may affect this
 property are shown.

**TOLLESON LAND INVESTMENT
 PROPERTIES OF GEORGIA, L.L.C.**

G.M.D. 1480 COUNTY: MCINTOSH CITY: STATE: GEORGIA PLAT DATE: MAY 16, 2007

INSTRUMENT: GTS-211D
 FIELD CLOSURE: 1/24,200
 ANGLE CLOSURE: 03" ANGLE
 ADJUSTMENT: COMPASS
 PLAT CLOSURE: 1/431,240
 SURVEY DATE: MAY 2007
 REFERENCE JOB: 07081

IRON PIN/PIPE FOUND
 IRON PIN SET
 CONC. MONU FOUND
 CONC. MONU SET
 NO CORNER FOUND/SET

JOB NUMBER: 07081A

PAUL S. BUCHELE
 Georgia R.L.S. No. 2633

JEFF GIRTMAN

CRAIG BARSDTADT
 Georgia R.L.S. No. 2934

Southern Surveying
 SERVICES, Inc.
 S.W. RAILROAD STREET
 ZENONIST, GA 31530
 PHONE (912) 375-9200
 FAX (912) 375-0034

5/16/07