

AGREEMENT FOR RESERVATION OF SEWERAGE SERVICE

THIS AGREEMENT FOR RESERVATION OF SEWERAGE SERVICE, as of the 12th day of MARCH, 2024, by and between HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia (herein called "Hall County"), and CLAYTON PROPERTIES GROUP, INC. DBA CHAFIN LAND DEVELOPMENT, (herein called "Developer").

WITNESSETH:

WHEREAS, Developer owns certain property (hereinafter called the "Developer Property") which is shown on Exhibit "A" attached hereto and which is located so as to be serviceable by sewer capacity to be supplied by Hall County; and

WHEREAS, Developer and Hall County intend and agree that the sewer capacity and infrastructure contemplated hereby shall be provided at no cost to Hall County; and

WHEREAS, Hall County has authority to enter into this Agreement under the provisions of Paragraph III of Section II of Article IX of the Constitution of Georgia;

NOW THEREFORE, in consideration of the terms set forth herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby expressly acknowledged, the parties do hereby agree as follows:

1. Capacity Reservation Requirements:

Developer has requested a capacity of 46,000 Gallons per Day (GPD) for the Property on an average daily basis. Using an average daily figure of 200 GPD of wastewater generation per Equivalent Dwelling Units (EDU), this capacity equates to anticipated flows from 230 EDU's. In consideration of Developer's contemporaneous delivery to Hall County of \$ 1,775,968.00 (Connection Fee Charges) for Developer's Reserved Capacity, Hall County has granted, bargained sold, transferred, conveyed and reserved and does hereby grant, bargain, sell, transfer, convey and reserved to Developer 46,000 gallons per day of sewage treatment capacity (herein called the "Developer Reserved Capacity") for the purpose of providing sewage treatment for Developer and subsequent owners and users of the Developer Property.

The County agrees to provide sewerage service and reserve the requested treatment capacity upon receipt of the Connection Fee Charges. This charge is calculated by multiplying the above EDU figure by the connection fee charges in effect at the time of this agreement. However, both parties acknowledge that the final connection fees s be recalculated once the final water meter sized for the development have been established and purchased. At that time, the difference owned by either party will be settled.

Developer acknowledges further that said reservation will become null and void and connection fees reimbursed by the County after a period of three years from date of this agreement unless all development permits have been issued for the construction to begin at the property.

2. Monthly Sewer Use Charges:

The monthly sewer use charges are adopted by an Ordinance and Resolution and shall be consistent with the operation, maintenance and debt requirements of the sewerage system. Developer shall pay all appropriate fees associated with its usage of the sewerage system in accordance with the Ordinance, which may be amended from time to time.

3. Sewer Surcharges:

This agreement shall adopt, and incorporate herein; the Industrial Pre-Treatment standards provided Hall County Ordinance should the Property have sewage with excessive contaminated wastes.

4. Upon payment by Developer of the then prevailing tap-on fees for the daily sewage capacity (connection fees, availability charges, surcharges, and other tap-on fees), Developer shall be entitled to tap on and connect to and Hall County shall permit Developer's connection to the Hall County sewage collection and treatment system.

5. Hall County will maintain records showing utilization of the Developer Reserved Capacity and the remaining capacity held for Developer. Hall County will furnish copies of such records to Developer upon written request.

6. Developer shall pay, or cause to be paid, all cost associated with the extension of sewage treatment service from the connection point approved by hall County (and/or the affected treatment facility provider) on the existing sewer lines shown on Exhibit "B" attached hereto to the points within the Developer Property which Developer desires to serve. Any public sanitary sewer systems installed or caused to be installed by Developer shall be constructed in accordance with all applicable state and local laws, ordinances, regulations and rules and shall be subject to the review and approval of the plans and specifications by Hall County (and the affected treatment facility provider) and subject to inspection and approval by Hall County of the installation of said systems. Upon completion by Developer and approval by Hall County of said sanitary sewer systems and easements according to Hall County requirements, such sewer systems and easements shall within six months after approval, be submitted to hall County for dedication and, upon acceptance by Hall County (which shall not be unreasonably withheld), shall become part of the Hall County sewer system.

7. Developer may, from time to time, assign all or any portion of the Developer Reserved Capacity, together with rights to connect with and tap-on any connecting systems to any successors in title, lender, users or occupants of all or any portion of the Developer Property and, subject to approval of the Hall County Board of Commissioners, any additional property which Developer may acquire which is contiguous to the Developer Property. For the purpose of this Agreement, the term “contiguous” shall include any property that is adjacent to or across the road from the Developer Property. Subject to the provisions relating to contiguous property, use of Developer reserved Capacity by Developer and other entities is restricted to the property shown on Exhibit “A” attached hereto.

8. Developer agrees to use its good faith, reasonable efforts to attract users to its Developer Property. This agreement shall remain in effect as long as Developer continues to make such a good faith effort and until Developer has utilized all of the Developer Reserved Capacity. However, the Developer shall prepare and submit all necessary and required plans and drawings of infrastructure and initiate grading and construction of Developer Property on or before the expiration of 24 months from the date of this agreement. If the Developer fails to comply with any of the previous stipulations, the “reserved capacity” shall revert to Hall County and 20% of the Payment shall be forfeited with the balance refunded to the Developer. An extension may be considered upon written documentation of a legitimate cause for such extension upon payment of the aforementioned Payment in full. Failure to initiate substantial construction within 12 months from the date of the extension of this agreement shall result in the “reserved capacity” reverting to Hall County and 20% of the extension Payment shall be forfeited with the balance refunded to the Developer.

9. If an adjoining property owner desires to connect to any sanitary sewer approved by Hall County prior to the time Developer requires such connection, Developer will grant to Hall County an easement running from the designated sewer line connection point location or from any sewer connecting systems already located within the Developer property to the boundary of the Developer property line at a location approved by Developer and at no cost to either Hall County or the adjoining property owner, provided that the adjoining land owner (i) agrees in writing to repair and restore Developer Property to its prior condition, (ii) carries builder’s risk insurance with a company and in an amount reasonable satisfactory to developer which names Developer as an additional insured and provides Developer with a copy of the same prior to commencement of construction, and (iii) agrees in writing to indemnify and hold Developer harmless from and against any and all loss, cost damage or expense with that Developer may suffer or incur (including, without limitation, attorney’s fees and court costs) arising out of or related to the easement. Solely the requesting adjoining property owner with no financial obligation or participation by Developer shall pay the cost of constructing the connecting sewer system within the easement area of the Developer Property. Such sewer line connection systems shall be

sized at the time of installation and built according to Hall County regulations. The temporary and permanent easement required for such lines shall be non-exclusive and Developer shall be entitled to connect with and tap onto any such lines according to the applicable Hall County Rules and Regulations at no charge except for the then applicable tap-on fees.

10. Upon the full utilization of the Developer Capacity, Hall County shall certify in writing that Developer has received its entire Developer Reserved Capacity and that Developer shall purchase any additional capacity required by Developer on a capacity available basis at the Hall County sewer capacity reservation rates in effect at the time of purchase. Developer agrees to adhere to the Hall County sewer ordinance, rules, and regulations in the utilization of sewer service as well as any applicable state statutes, rules and regulations.
11. Developer acknowledges and agrees that hall County shall have no liability to Developer for the failure of any third party to do or perform any act including, without limitation, any failure by a third party to pay the cost of installing all or any part of a sewage collection system upon which Developer may be dependent in order to connect Developer's sewage collection system to the Hall County Sewerage System.
12. Each notice required or permitted to be given hereunder shall be delivered in person or by courier or sent by depositing it with the United States Postal Service by certified mail, return receipt requested, with adequate postage prepaid addressed to the appropriate party as hereinafter provided. Each such notice that is delivered in person or by courier shall be effective when delivered to the address specified herein and each such notice that is sent by certified mail shall be effective upon being so deposited with the United states Postal Service. The addresses of the parties to which notices are to be sent shall be those set forth on the signature pages of this Agreement. Either party shall have the right from time to time to change the address to which notices to it shall be sent by giving to the other party at least 30 days prior notice of the changed address.
13. Time is of the essence of this Agreement.
14. If any phrase, clause, sentence, paragraph or section of this Agreement shall be declared or judged invalid or unconstitutional, such adjudication shall in no manner affect the other phrases, clauses, sentences, paragraphs, or sections of this Agreement which shall remain of full force and effect as if the phrase, clause, sentence, paragraph of section of the Agreement so declared or adjudicated invalid or unconstitutional was not originally a part hereof.

15. This Agreement may be modified only by the mutual written agreement by the parties. No waiver, modification or amendment of any term, condition or provision of this Agreement will be valid or of any force of effect unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the fully authorized officials of Hall County and the fully authorized officers of Developer have respectively caused this Agreement to be entered into on behalf of Hall County and Developer and the seals of Hall County and Developer to be affixed hereto on the date and year first above written.

COUNTY:

HALL COUNTY, GEORGIA

A political subdivision of the State of Georgia

By: _____

Name: _____

Title: _____

Date Signed: _____

OWNER:

CLAYTON PROPERTIES GROUP, INC.

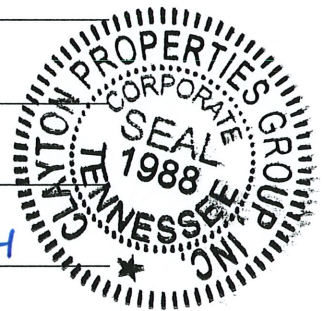
Ponderosa Farms

By:  _____

Name: ERIC CHAFIN

Title: VICE PRESIDENT

Date Signed: 3-12-2024



(SEAL)

Tax Parcel No: 15038 000087

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN GEORGIA MILITIA DISTRICT 385, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY INTERSECTION OF L. J. MARTIN DRIVE (80' R/W) AND THE SOUTHWESTERN RIGHT-OF-WAY OF PONDEROSA FARM ROAD (80' R/W); THENCE ALONG THE RIGHT-OF-WAY OF SAID PONDEROSA FARM ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 28°07'55" EAST, A DISTANCE OF 70.67 FEET TO A POINT; THENCE 185.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 472.07 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 41°17'09" EAST, 184.77 FEET TO A POINT; THENCE 157.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 530.14 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°04'20" EAST, 156.86 FEET TO A POINT; THENCE 173.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1715.23 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°00'22" EAST, 173.24 FEET TO A POINT; THENCE SOUTH 75°16'28" EAST, A DISTANCE OF 78.14 FEET TO A POINT; THENCE SOUTH 75°08'32" EAST, A DISTANCE OF 117.00 FEET TO A POINT; THENCE SOUTH 74°39'19" EAST, A DISTANCE OF 80.83 FEET TO A POINT; THENCE SOUTH 74°41'48" EAST, A DISTANCE OF 115.78 FEET TO A POINT; THENCE SOUTH 74°41'15" EAST, A DISTANCE OF 112.29 FEET TO A POINT; THENCE 80.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 639.36 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 71°35'02" EAST, 80.05 FEET TO A CONCRETE MONUMENT FOUND; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO KEVIN STURM AND THE PROPERTY NOW OR FORMERLY BELONGING TO JOSEPH FRANK COOPER AND WILLIAM JACKIE COOPER, SOUTH 33°44'08" WEST, A DISTANCE OF 1051.51 FEET TO A POINT ON THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTER LINE OF SAID CREEK AND THE PROPERTY NOW OR FORMERLY BELONGING TO JOSEPH FRANK COOPER AND WILLIAM JACKIE COOPER SOUTH 44°54'46" EAST, A DISTANCE OF 24.02 FEET TO A POINT; THENCE SOUTH 81°52'20" EAST, A DISTANCE OF 35.44 FEET TO A POINT; THENCE SOUTH 33°23'59" EAST, A DISTANCE OF 20.26 FEET TO A POINT; THENCE SOUTH 78°24'48" EAST, A DISTANCE OF 28.03 FEET TO A POINT; THENCE SOUTH 49°22'37" EAST, A DISTANCE OF 45.68 FEET TO A POINT; THENCE SOUTH 84°19'22" EAST, A DISTANCE OF 34.07 FEET TO A POINT; THENCE SOUTH 57°30'59" EAST, A DISTANCE OF 31.88 FEET TO A POINT; THENCE SOUTH 74°31'20" EAST, A DISTANCE OF 35.00 FEET TO A POINT; THENCE SOUTH 65°36'48" EAST, A DISTANCE OF 57.88 FEET TO A POINT; THENCE SOUTH 73°57'33" EAST, A DISTANCE OF 33.01 FEET TO A POINT; THENCE SOUTH 69°17'08" EAST, A DISTANCE OF 11.85 FEET TO A POINT; THENCE NORTH 59°14'32" EAST, A DISTANCE OF 16.21 FEET TO A POINT; THENCE SOUTH 63°01'14" EAST, A DISTANCE OF 14.22 FEET TO A POINT; THENCE NORTH 84°41'23" EAST, A DISTANCE OF 27.34 FEET TO A POINT; THENCE SOUTH 74°28'05" EAST, A DISTANCE OF 31.78 FEET TO A POINT; THENCE NORTH 72°56'47" EAST, A DISTANCE OF 62.71 FEET TO A POINT; THENCE SOUTH 88°22'18" EAST, A DISTANCE OF 38.01 FEET TO A POINT; THENCE NORTH 73°33'13" EAST, A DISTANCE OF 32.99 FEET TO A POINT; THENCE SOUTH 71°05'19" EAST, A DISTANCE OF 24.71 FEET TO A POINT; THENCE NORTH 89°46'24" EAST, A DISTANCE OF 15.16 FEET TO A POINT; THENCE SOUTH 81°30'15" EAST, A DISTANCE OF 81.29 FEET TO A POINT; THENCE SOUTH 76°45'20" EAST, A DISTANCE OF 56.70 FEET TO A POINT AT THE INTERSECTION OF THE CENTERLINE OF A SECOND CREEK (CREEK 2); THENCE ALONG THE CENTERLINE OF SAID CREEK 2 AND ALONG THE PROPERTY NOW OR

FORMERLY BELONGING TO MICHAEL D. HARDIMAN AND LISA L. HARDIMAN, THE PROPERTY NOW OR FORMERLY BELONGING TO HUGH DONALD STALLWORTH, THE PROPERTY NOW OR FORMERLY BELONGING TO TUSCANY POINT SUBDIVISION, THE PROPERTY NOW OR FORMERLY BELONGING TO HENRY RAGAN MARTIN, JR. AND ANDREA MARIE MARTIN THE FOLLOWING COURSES AND DISTANCES: SOUTH 39°53'26" WEST, A DISTANCE OF 91.55 FEET TO A POINT; THENCE SOUTH 62°07'41" WEST, A DISTANCE OF 161.18 FEET TO A POINT; THENCE SOUTH 62°20'52" WEST, A DISTANCE OF 30.40 FEET TO A POINT; THENCE SOUTH 11°32'00" WEST, A DISTANCE OF 26.16 FEET TO A POINT; THENCE SOUTH 62°23'14" WEST, A DISTANCE OF 45.24 FEET TO A POINT; THENCE SOUTH 09°04'03" WEST, A DISTANCE OF 45.81 FEET TO A POINT; THENCE SOUTH 70°41'12" WEST, A DISTANCE OF 38.16 FEET TO A POINT; THENCE NORTH 75°43'45" WEST, A DISTANCE OF 33.18 FEET TO A POINT; THENCE SOUTH 62°23'24" WEST, A DISTANCE OF 28.20 FEET TO A POINT; THENCE SOUTH 25°49'16" EAST, A DISTANCE OF 21.01 FEET TO A POINT; THENCE SOUTH 68°04'22" WEST, A DISTANCE OF 35.51 FEET TO A POINT; THENCE SOUTH 46°21'42" WEST, A DISTANCE OF 24.40 FEET TO A POINT; THENCE NORTH 87°25'25" WEST, A DISTANCE OF 19.80 FEET TO A POINT; THENCE SOUTH 42°05'39" WEST, A DISTANCE OF 66.11 FEET TO A POINT; THENCE SOUTH 56°08'15" WEST, A DISTANCE OF 47.92 FEET TO A POINT; THENCE SOUTH 59°46'53" WEST, A DISTANCE OF 30.60 FEET TO A POINT; THENCE SOUTH 62°46'14" WEST, A DISTANCE OF 40.50 FEET TO A POINT; THENCE SOUTH 68°48'46" WEST, A DISTANCE OF 38.99 FEET TO A POINT; THENCE SOUTH 16°42'03" WEST, A DISTANCE OF 32.50 FEET TO A POINT; THENCE SOUTH 65°08'05" WEST, A DISTANCE OF 52.46 FEET TO A POINT; THENCE SOUTH 83°52'50" WEST, A DISTANCE OF 52.44 FEET TO A POINT; THENCE SOUTH 37°40'56" WEST, A DISTANCE OF 24.26 FEET TO A POINT; THENCE SOUTH 21°13'20" EAST, A DISTANCE OF 27.18 FEET TO A POINT; THENCE SOUTH 62°12'24" WEST, A DISTANCE OF 50.70 FEET TO A POINT; THENCE SOUTH 61°41'27" WEST, A DISTANCE OF 37.47 FEET TO A POINT; THENCE SOUTH 67°15'23" WEST, A DISTANCE OF 54.89 FEET TO A POINT; THENCE SOUTH 54°09'47" WEST, A DISTANCE OF 62.79 FEET TO A POINT; THENCE SOUTH 42°22'09" WEST, A DISTANCE OF 55.76 FEET TO A POINT; THENCE SOUTH 67°27'18" WEST, A DISTANCE OF 48.23 FEET TO A POINT; THENCE SOUTH 32°00'52" WEST, A DISTANCE OF 80.24 FEET TO A POINT; THENCE SOUTH 56°06'28" WEST, A DISTANCE OF 13.36 FEET TO A POINT; THENCE SOUTH 70°20'44" WEST, A DISTANCE OF 76.38 FEET TO A POINT; THENCE SOUTH 70°17'06" WEST, A DISTANCE OF 75.44 FEET TO A POINT; THENCE SOUTH 67°06'00" WEST, A DISTANCE OF 37.29 FEET TO A POINT; THENCE SOUTH 43°03'48" WEST, A DISTANCE OF 28.46 FEET TO A POINT; THENCE SOUTH 72°30'56" WEST, A DISTANCE OF 67.30 FEET TO A POINT; THENCE SOUTH 10°45'43" EAST, A DISTANCE OF 51.47 FEET TO A POINT; THENCE SOUTH 80°29'16" WEST, A DISTANCE OF 45.26 FEET TO A POINT; THENCE SOUTH 74°12'59" WEST, A DISTANCE OF 77.39 FEET TO A POINT; THENCE SOUTH 36°09'11" WEST, A DISTANCE OF 58.34 FEET TO A POINT; THENCE SOUTH 74°42'43" WEST, A DISTANCE OF 64.28 FEET TO A POINT; THENCE SOUTH 51°28'34" WEST, A DISTANCE OF 46.71 FEET TO A POINT; THENCE SOUTH 24°10'58" WEST, A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 83°39'53" WEST, A DISTANCE OF 62.62 FEET TO A POINT; THENCE SOUTH 67°56'31" WEST, A DISTANCE OF 14.51 FEET TO A POINT; THENCE SOUTH 28°39'57" EAST, A DISTANCE OF 17.32 FEET TO A POINT; THENCE SOUTH 85°03'16" EAST, A DISTANCE OF 19.60 FEET TO A POINT; THENCE SOUTH 15°24'12" EAST, A DISTANCE OF 15.25 FEET TO A POINT; THENCE SOUTH 47°18'01" WEST, A DISTANCE OF 20.26 FEET TO A POINT; THENCE SOUTH 55°06'33" WEST, A DISTANCE OF 12.05 FEET TO A POINT; THENCE NORTH 73°31'48" WEST, A DISTANCE OF 31.36 FEET TO A POINT; THENCE NORTH 61°51'09" WEST, A DISTANCE OF 13.93 FEET TO A POINT; THENCE NORTH 89°34'18" WEST, A DISTANCE OF 97.64 FEET TO A POINT; THENCE

SOUTH 85°18'02" WEST, A DISTANCE OF 27.46 FEET TO A POINT; THENCE SOUTH 38°38'18" WEST, A DISTANCE OF 62.48 FEET TO A POINT; THENCE SOUTH 29°01'01" WEST, A DISTANCE OF 13.28 FEET TO A POINT; THENCE SOUTH 11°19'47" WEST, A DISTANCE OF 17.00 FEET TO A POINT; THENCE SOUTH 37°05'22" WEST, A DISTANCE OF 13.05 FEET TO A POINT; THENCE SOUTH 13°31'19" EAST, A DISTANCE OF 38.11 FEET TO A POINT; THENCE SOUTH 20°14'25" EAST, A DISTANCE OF 46.28 FEET TO A POINT; THENCE SOUTH 15°23'49" WEST, A DISTANCE OF 21.96 FEET TO A POINT; THENCE SOUTH 28°42'31" WEST, A DISTANCE OF 27.50 FEET TO A POINT; THENCE SOUTH 03°24'23" WEST, A DISTANCE OF 46.28 FEET TO A POINT; THENCE SOUTH 11°56'27" WEST, A DISTANCE OF 22.62 FEET TO A POINT; THENCE SOUTH 35°35'55" WEST, A DISTANCE OF 33.89 FEET TO A POINT; THENCE SOUTH 60°37'55" WEST, A DISTANCE OF 27.53 FEET TO A POINT; THENCE SOUTH 40°02'46" WEST, A DISTANCE OF 31.12 FEET TO A POINT; THENCE SOUTH 72°49'41" WEST, A DISTANCE OF 9.75 FEET TO A POINT; THENCE SOUTH 02°57'09" WEST, A DISTANCE OF 33.98 FEET TO A POINT; THENCE SOUTH 10°57'26" WEST, A DISTANCE OF 50.03 FEET TO A POINT; THENCE SOUTH 08°39'05" EAST, A DISTANCE OF 34.50 FEET TO A POINT; THENCE SOUTH 24°06'46" WEST, A DISTANCE OF 11.60 FEET TO A POINT; THENCE SOUTH 04°25'18" WEST, A DISTANCE OF 22.96 FEET TO A POINT; THENCE SOUTH 02°32'12" WEST, A DISTANCE OF 15.35 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF SAID CREEK 2 AND ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO J. ALAN HOWARD AND CHRISTIE J. HOWARD, NORTH 84°46'55" WEST, A DISTANCE OF 213.30 FEET TO A 38" BOLT FOUND AT THE BASE OF A ROCK; THENCE ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO KAREN PARSON, NORTH 84°43'23" WEST, A DISTANCE OF 600.75 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE AT A CONCRETE MONUMENT); THENCE ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO DAVID ALLAN HAYNES, BETTY HAYNES AND REBECCA HAYNES, NORTH 85°28'40" WEST, A DISTANCE OF 299.82 FEET TO A CONCRETE MONUMENT FOUND ON THE GEORGIA POWER COMPANY RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 21°46'05" EAST, A DISTANCE OF 1799.63 FEET TO AN IRON PIN SET (1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER 000484"); THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 27°47'20" WEST, A DISTANCE OF 344.61 FEET TO A POINT; THENCE SOUTH 19°33'47" WEST, A DISTANCE OF 6.82 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO MATTHEW KENNEDY SMARTT, DANIEL ARNOLD SMARTT, ELLEN MARIA SMARTT MANNING AND ELIZABETH SMARTT CARTER, NORTH 28°38'49" WEST, A DISTANCE OF 289.19 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG THE PROPERTIES NOW OR FORMERLY BELONGING TO JEFFREY L. JOHNSON & BRYAN M. HARRELL NORTH 48°57'10" EAST, A DISTANCE OF 489.81 FEET TO AN IRON PIN FOUND (1/4" REBAR); THENCE ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO GEORGIA POWER COMPANY, NORTH 48°49'17" EAST, A DISTANCE OF 586.17 FEET TO AN IRON PIN FOUND (3/4" OPEN TOP PIPE) ON THE SOUTHERN RIGHT-OF-WAY OF SAID L. J. MARTIN DRIVE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 85°37'21" EAST, A DISTANCE OF 8.88 FEET TO A POINT; THENCE SOUTH 85°37'19" EAST, A DISTANCE OF 69.72 FEET TO A POINT; THENCE 262.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1110.70 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°10'57" EAST, 261.84 FEET TO A POINT; THENCE 157.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1406.36 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76°39'01" EAST, 157.75 FEET TO A POINT; THENCE NORTH 74°09'31" EAST, A DISTANCE OF 117.92 FEET TO A POINT; THENCE NORTH 73°35'24" EAST, A DISTANCE OF 132.10 FEET TO THE **POINT OF BEGINNING**. SAID TRACT CONTAINS 121.234 ACRES.