2019-400

GEORGIA, PULASKI COUNTY
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Clear Form

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-LTP-30
07/2014

WARRANTY EASEMENT DEED IN PERPETUITY

This Corrective Instrument is being recorded to correct the name of the spelling of the Grantor. Original instrument recorded in Deed Book 313, Folio 641-655.

AGRICULTURAL CONSERVATION EASEMENT PROGRAM – WETLAND RESERVE EASEMENT

EASEMENT NO. 54-4310-17-01MC6

THIS WARRANTY EASEMENT DEED is made by and between AUBREY EUGENE THOMPSON, III AND DANA MICHELLE T. LAMEIER of _____ (hereafter referred to as the "Landowner"), Grantor(s), and **the UNITED STATES OF AMERICA** and its assigns, (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties".

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the Easement Area.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of this mutual obligations and benefits recited herein to each party and the sum of FOUR HUNDRED SEVENTY NINE THOUSAND FOUR HUNDRED NINETY TWO Dollars ($ 479,492). paid to Grantor(s), the receipt of which is hereby acknowledged, Grantor (s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (Grantee), in perpetuity, the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the Landowner only those rights, title, and interest in the lands comprising the

Easement Area expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the Easement Area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the Easement Area, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the Easement Area without interference from others.

C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.

D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, non-permanent and easily assembled, disassembled and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

F. Water rights and water uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement, including the following:

A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:

1. haying, mowing, or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. accumulating or dumping refuse, wastes, sewage, or other debris;
4. harvesting wood or sod products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means, except as specifically set forth in EXHIBIT D, if applicable;
7. building, placing, or allowing to be placed structures on, under, or over the Easement Area; except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
8. planting or harvesting any crop;
9. grazing or allowing livestock on the Easement Area;
10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
11. use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the Easement Area; and
13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities

will alter, degrade, or otherwise diminish the functional value of the Easement Area.

B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the Easement Area are prohibited on the Easement Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.

D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.

E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.

F. Use of water for easement purposes. The Landowner shall use water for easement purposes as set for in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.

G. Protection of water rights and water uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.

H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

I. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the Easement Area.

J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.

K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement

Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

A. Management activities. The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States may apply to or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed.

C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any

delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this Easement Deed constitute things of value to the United States and this Easement Deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Agricultural Conservation Easement Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes,

ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near or from the Easement Area..

D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Easement Area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the Easement Area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Easement Deed.

Dated this _____ day of JANUARY, 2019.

Landowner(s): AUBREY EUGENE THOMPSON, III

DANA MICHELL T. LAMIER

ACKNOWLEDGMENT

STATE OF Georgia

COUNTY OF Thomas

On this 11th day of JANUARY, 2019, before me, the undersigned, a Notary Public in and for said State personally appeared DANA MICHELLE T. LAMIER AND **, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

** AUBREY EUGENE THOMPSON, III

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of _____

Residing at _____

My Commission Expires _____

STEPHEN SULLIVAN Notary Public THOMAS COUNTY EXPIRES GEORGIA SEPTEMBER 8, 2019

ACCEPTANCE BY GRANTEE:

I Terrance O. Rudolph (name), State Conservationist (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 22nd day of January, 2019

Signature

State Conservationist
Title

This instrument was drafted by the Office of General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

NRCS Conservation Easement
NRCS Agreement Number 54-4310-17-O1MC6
Easement Legal Description
Exhibit A

A parcel of land lying in land lots 24, 26, 27 and 28 in the eighth land district of Pulaski County, Georgia described as follows;

Commencing at a 4" x 4" concrete monument on the Pulaski and Wilcox County boundary line, said monument being the common south corner for land lot 28 and land lot 27 of the eighth land district of Pulaski County; Thence run N 01°21'00"W - 320.98' along east line of land lot 28 to a ⅝" iron pin found on the eastern line of a 20 foot wide ingress and egress easement; thence run N 19°06'54"W - 188.84' to a point on said 20' wide easement line; thence run N 34°55'23"W - 370.19' to a ¾" iron pin set on eastern side of said 20' wide easement and the point of beginning being the southwest corner of NRCS Easement herein described; Thence run along eastern line of said 20' wide ingress and egress easement N16°01'21"W - 291.92' to a ⅝" iron pin found on the western boundary line of NRCS Easement; Thence run N01°34'20"W - 53.79' to a ⅝" iron pin found on the western boundary line of NRCS Easement; Thence run N01°35'49"W - 184.75' to a ¾" iron pin set on the western boundary line of NRCS Easement; Thence run N13°00'57"W - 272.35' to a ⅝" iron pin found on the western boundary of NRCS Easement; Thence run N27°38'53"W - 230.75' to a ¾" iron pin set on the western boundary line of NRCS Easement; Thence run N24°41'18"E - 176.40' to a ¾" iron pin set on the western boundary line of NRCS Easement; Thence run N36°52'16"E - 115.54' to a ¾" iron pin set on the western boundary of NRCS Easement; Thence run N20°30'59"E - 95.47' to a ¾" iron pin set on the western boundary line of NRCS Easement; Thence run N03°45'05"W - 47.88' to a ⅝" iron pin found at the southwest corner of Mark W. and Karen C. Orsenigo property and being the northwest corner NRCS Easement; Thence run N89°24'50"E - 5054.73' into and across land lot 27 and into land lot 24 to a ¾" iron pin set on the north line of NRCS Easement and the south line of Orsenigo; Thence run N89°23'50"E - 1755.34' into land lot 26 along north line of NRCS Easement and south line of Orsenigo to a ¾" iron pin set at the western bank of the Ocmulgee River; Thence run S80°33'42"E - 146.46' to a point on said river bank, which is N19°13'36"E - 10.05' of a ¾" iron pin set for witness corner point; Thence run S64°54'01"E - 149.10' to a point on said river bank, which is N16°10'47'E - 10.12' of a ¾" iron pin set for witness corner point; Thence run S82°44'25"E - 201.43' to a point on said river bank, which is N03°20'48"W - 10.17' of a ¾" iron pin set for witness corner point; Thence run N76°02'50"E - 162.35' to a point on said river bank, which is N36°43'02"W - 10.84' of a ¾" iron pin set for witness corner point; Thence run N30°31'06"E - 343.46' to a point on said river bank, which is N77°49'33"W - 10.54' of a ¾" iron pin set for witness corner point; Thence run N06°10'11"W - 350.96' to a point on said river

bank, which is S73°20'32"W - 10.17' of a ¾" iron pin set for witness corner point; Thence run N27°08'44"W - 420.75' to a point on said river bank, which is N59°55'30"W - 18.47' of a ¾" iron pin set for witness corner point; Thence run N87°17'45"E - 238.41' to a point on said river bank, which is N23°30'22"E - 11.15' of a ¾" iron pin set for witness corner point; Thence run S40°40'53"E - 288.22' to a point on said river bank, which is N44°07'03"E - 12.06' of a ¾" iron pin set for witness corner point; Thence run S51°10'24"E - 371.97' to a point on said river bank, which is N25°14'37"E - 10.27' of a ¾" iron pin set for witness corner point; Thence run S78°01'54"E - 191.15' to a point on said river bank, which is N03°09'10"W - 10.36' of a ¾" iron pin set for witness corner point; Thence run N71°43'35"E - 196.69' to a point on said river bank, which is N30°55'25"W - 10.25' of a ¾" iron pin set for witness corner point; Thence run N46°25'35"E - 200.92' to a point on said river bank, which is N03°43'12"W - 13.03' of a ¾" iron pin set for witness corner point; Thence run S54°45'02"E - 129.61' to a point on said river bank, which is N48°59'03"E - 12.31' of a ¾" iron pin set for witness corner point; Thence run S28°09'54"E - 210.28' to a point on said river bank, which is S76°57'06"E - 15.95' of a ¾" iron pin set for witness corner point; Thence run S52°00'59"W - 204.21' to a point on said river bank, which is S19°51'27"E - 20.79' of a ¾" iron pin set for witness corner point; Thence run S87°06'49"W - 262.78' to a point on said river bank, which is S19°00'17"E - 15.53' of a ¾" iron pin set for witness corner point; Thence run S56°35'09"W - 463.01' to a point on said river bank, which is S42°40'47"E - 10.11' of a ¾" iron pin set for witness corner point; Thence run S38°40'24"W - 247.48' to a point on said river bank, which is S40°11'23"E - 10.19' of a ¾" iron pin set for witness corner point; Thence run S60°56'49"W - 269.37' to a point on said river bank, which is S44°46'49"E - 10.39' of a ¾" iron pin set for witness corner point; Thence run S29°29'34"W - 411.32' to a point on said river bank, which is S74°20'25"E - 10.30' of a ¾" iron pin set for witness corner point; Thence run S01°49'36"W - 347.73' to a point on said river bank, which is N74°15'54"E - 10.49' of a ¾" iron pin set for witness corner point; Thence run S33°17'48"E - 183.42' to a point on said river bank, which is N43°28'26"E - 10.27' of a ¾" iron pin set for witness corner point; Thence run S59°45'20"E - 273.68' to a point on said river bank, which is N21°28'55"E - 10.12' of a ¾" iron pin set for witness corner point; Thence run S77°35'12"E - 374.79' to a point on said river bank, which is N29°14'59"E - 12.52' of a ¾" iron pin set for witness corner point; Thence run S44°13'12"E - 139.60' to a point on said river bank, which is N78°09'18"E - 14.21' of a ¾" iron pin set for witness corner point; Thence run S20°31'48"W - 298.59' to a point on said river bank, which is S89°49'23"E - 12.80' of a ¾" iron pin set for witness corner point; Thence run S23°41'33"E - 436.49' to a point on said river bank, which is the southeast corner of NRCS Easement and the south line of land lot 26 and the Pulaski County and Wilcox County line; Thence run S89°28'21"W - 14.00' to a ¾" iron pin set on south line of land lot 26; Thence run S89°28'21"W - 1972.11' to a ¾" iron pin set at the southeast corner of land lot 24; Thence continue running S89°28'21"W - 3148.99' along said county line into land lot 27 to a 1" iron pin found; Thence run S89°16'31"W - 1265.70' to a ¾" iron pin set on said county line; Thence run N15°38'13"W - 700.65' to a ¾" iron pin set; Thence

run N49°25'24"W - 453.80' to a ¾" iron pin set; Thence run S87°38'05"W - 839.43' to a ¾" iron pin set; Thence run S70°44'19"W - 459.87' to the point and place of beginning, containing 368.84 acres +/- .

Bearings are based on the Georgia State Plane Coordinate System as referenced to the North American Datum System (NADS) 1983 Georgia West Zone.

NRCS Conservation Easement
NRCS Agreement Number 54-4310-17-O1MC6
Ingress and Egress Legal Description
Exhibit B

A 20' wide strip of land lying in land lots 6, 7, 15, 16, 17, and 28 of the eighth land district of Pulaski County, Georgia described as follows commencing at a 4" x 4" concrete monument on the Pulaski County and Wilcox County boundary line, and being the common south corner of land lots 28 and 27 of the eighth land district of Pulaski County; Thence run N01° 21'00" W - 255.43' to a ⅝" iron pin found on the east line of land lot 28 and the point of beginning; Thence run N19°06'54"W - 248.50' to a point; Thence run N34°52'01"W - 371.80' to a ⅝" iron pin found; Thence run N16°01'21"W - 296.65' to a ⅝" iron pin found; Thence run N01°34'20"W - 56.32' to a ⅝" iron pin found; Thence run N01°35'49"W - 182.75' to a ⅝" iron pin found; Thence run N13°00'57"W - 267.78' to a ⅝" iron pin found; Thence run N27°38'53"W - 238.01' to a ⅝" iron pin found; Thence run N24°41'18"E - 188.36' to a ⅝" iron pin found; Thence run N36°52'16"E - 114.80' to a point; Thence run N20°30'59"E - 88.30' to a ⅝" iron pin found; Thence run N03°45'05"W - 40.32' to a ⅝" iron pin found; Thence run N22°16'17"W - 68.44' to a ⅝" iron pin found; Thence run N39°13'13"W - 380.06' to a ⅝" iron pin found; Thence run N62°13'32"W - 208.44' to a ⅝" iron pin found; Thence run N53°11'10"W - 296.66' to a ⅝" iron pin found; Thence run N62°43'17"W - 362.30' to a ⅝" iron pin found; Thence run N58°56'33"W - 284.46' to a ⅝" iron pin found; Thence run N00°33'54"W - 108.99' to a ⅝" iron pin found; Thence run N53°30'52"E - 128.80' to a ⅝" iron pin found; Thence run N14°20'28"W - 473.45' to a ⅝" iron pin found; Thence run N04°36'28"E - 226.65' to a ⅝" iron pin found; Thence run N02°52'19"E - 294.35' to a ⅝" iron pin found; Thence run N27°32'36"W - 961.49' to a ⅝" iron pin found; Thence run S64°45'26"W - 495.87' to a ⅝" iron pin found; Thence run S68°10'22"W - 439.56' to a ⅝" iron pin found; Thence run N23°46'37"W - 344.58' to a ⅝" iron pin found; Thence run S50°34'55"W - 143.49' to a point; Thence run S75°51'30"W - 331.10' to a ⅝" iron pin found; Thence run S83°58'00"W - 239.60' to a point; Thence run S82°57'24"W - 372.60' to a ⅝" iron pin found; Thence run S77°57'20"W - 1388.59' to a point; Thence run S82°55'34"W - 844.71' to a ⅝" iron pin found; Thence run N10°38'04"W - 160.09' to a ⅝" iron pin found; Thence run N02°14'38"E - 265.51' to a point; Thence run N23°10'03"W - 135.00' to a point; Thence run N38°09'11"W - 247.70' to a point; Thence run N01°36'15"W - 127.60' to a point; Thence run N56°42'08"W - 554.02' to a ⅝" iron pin found; Thence run N41°28'14"W - 703.52' to a ⅝" iron pin found; Thence run N41°28'14"W - 703.52' to a ⅝" iron pin found; Thence run N88°52'55"W - 520.43' to a point; Thence run N47°27'05"W - 421.10' to a point; Thence run N55°51'58"W - 497.90' to a point; Thence run N73°26'30"W - 340.80' to a ⅝" iron pin found; Thence run S48°05'18"W - 834.50' to a point on the easterly R/W line of U.S.

Highway No. 129; Thence run N30°45'21"W - 20.39' along said R/W line to a point; Thence run N48°05'18"E - 841.75' to a point; Thence run S73°26'30"E - 355.09' to a point; Thence run S55°51'58"E - 502.46' to a point; Thence run S47°27'05"E - 415.00' to a point; Thence run S88°52'55"E - 521.65' to a point; Thence run S41°28'14"E - 709.63' to a point; Thence run S56°42'08"E - 561.78' to a point; Thence run S01°36'15"E - 131.43' to a point; Thence run S38°09'11"E - 243.73' to a point; Thence run S23°10'03"E - 142.14' to a point; Thence run S02°14'38"W - 267.76' to a point; Thence run S10°38'04"E - 139.04' to a point; Thence run N82°55'34"E - 825.05' to a point; Thence run N77°57'20"E - 1388.60' to a point; Thence run N82°57'24"E - 373.65' to a point; Thence run N83°58'00"E - 238.36' to a point; Thence run N75°51'30"E - 325.19' to a point; Thence run N50°34'55"E - 165.38'to a point; Thence run S23°46'37"E - 351.62' to a point; Thence run N68°10'22"E - 419.63' to a point; Thence run N64°45'26"E - 514.49' to a 2" iron pipe found; Thence run S27°32'36"E - 986.14' to a point; Thence run S02°52'19"W - 300.09' to a point; Thence run S04°36'28"W - 223.61' to a point; Thence run S14°20'27"E - 483.57' to a ⅝" iron pin found; Thence run S53°30'52"W - 132.04' to a point; Thence run S00°33'54"E - 87.61' to a point; Thence run S58°56'33"E - 272.62' to a point; Thence run S62°43'17"E - 363.31' to a point; Thence run S53°11'10"E - 296.74' to a point; Thence run S62°13'32"E - 210.93' to a point; Thence run S39°13'13"E - 387.11' to a point; Thence run S22°16'17"E - 74.68' to a ⅝" iron pin found on the eastern line of 20' wide ingress and egress easement and the northwest corner of NRCS easement; Thence run S03°45'05"E - 47.88' to a point along the western line of said NRCS easement to a point; Thence run S20°30'59"W - 95.47' to a point on said easement; Thence run S36°52'16"W - 115.54' to a point on said NRCS easement line; Thence run S24°41'18"W - 176.40' to a point; Thence run S27°38'53"E - 230.75" to a ⅝" iron pin found on said easement line; Thence run S13°00'57"E - 272.35' to a point on said western line of NRCS easement; Thence run S01°35'49"E - 184.75' to a ⅝" iron pin found on said NRCS easement; Thence run S01°34'20"E - 53.79' to a ⅝" iron pin found on said NRCS easement; Thence run S16°01'21"E - 291.92'to a point, being the southwest corner of said NRCS easement on the eastern line of 20' wide ingress and egress easement hereon described; Thence run S34°55'23"E - 370.19' to a point on said ingress and egress easement; Thence run S19°06'54"E - 188.84' to a ⅝" iron pin found on the eastern line of said easement; Thence run S01°21'00"E - 65.55' to a ⅝" iron pin found on the western line of said 20' wide easement and the eastern line of land lot 28 and the point of beginning at the easternmost extent of said 20' wide ingress and egress easement, containing 7.02 total acres +/- .

Bearings are based on the Georgia State Plane Coordinate System as Referenced to the North American Datum (NAD) 1983, Georgia West Zone.

EXHIBIT C

NONE

EXHIBIT D

NONE