

TRUST DEED

THIS TRUST DEED, made this 29th day of November, 1984, by and between SOUTHEAST HOLDING COMPANY, LTD., a South Carolina corporation, d/b/a Big Canoe Company (hereinafter called "GRANTOR" or "PARTY OF THE FIRST PART"), and BIG CANOE PROPERTY OWNERS ASSOCIATION, INC., TRUSTEE, a corporation duly chartered, organized and existing under and by the virtue of the laws of the State of Georgia (hereinafter called "TRUSTEE" or "PARTY OF THE SECOND PART").

WITNESSETH:

THAT WHEREAS, Grantor, is now the owner of property known as Big Canoe, Counties of Pickens and Dawson, State of Georgia, which property is being improved and developed by the construction of dwellings thereon; and

WHEREAS, Grantor is the owner of certain property, upon which there is located (1) a well or wells and/or a water treatment plant, together with distribution facilities, and/or (2) a sewage system including sanitary sewers and appurtenances together with a sewage treatment plant, individually or collectively hereinafter referred to as "the utility system" for the purpose of supplying adequate water and/or sewer service to all properties connected to or to be connected to the utility system; and

WHEREAS, the Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD) (hereinafter the "Division"), will not permit the operation of said utility system without assurance of continuity of maintenance and operation, as provided by DNR Rules 391-3-5-.04(3) and 391-3-6-.06(13), among other written requirements; and

WHEREAS, it is the intention and purpose of the Grantor that such utility system shall be used and operated to provide adequate disposal of sewage and an adequate supply of water for each of the properties connected thereto, regardless of the ownership of the individual properties, and properly to maintain the utility system to assure the continuance of the operation and maintenance of said system for the benefit of the present and future owners of the properties connected thereto.

NOW, THEREFORE, for and in consideration of the undertakings of the Grantor to provide and assure the maintenance and operation of the utility system as aforesaid and the further sum of One Dollar (\$1.00) lawful money of the United States cash in hand to Grantor does hereby grant and convey to the party of the second part, as Trustee, the following property, to-wit:

- (a) All the rights, title and interest in and to the following described real property as set forth in Exhibit "A" which is attached hereto and made a part hereof.
- (b) The sewage collection system including all appurtenances such as manholes, pumping stations, etc. and the sewage treatment plant including effluent line to point of final disposal, heretofore constructed or to be constructed, including all easements incident to the ownership and operation of said sewage system.
- (c) The well or wells, plant, chemical treatment facilities, storage and distribution facilities, including the water mains and lateral lines, heretofore constructed or to be constructed, including all easements incident to the ownership and operation of said water system.

Further, the Grantor hereby warrants that there are no existing encumbrances, liens, or other indebtedness to the title of the utility system conveyed hereunder, other than those set out in Exhibit "B" which is attached hereto and made a part hereof.

Grantor further warrants that the said encumbrances, liens, or indebtedness (if any) have been subordinated to this conveyance and are subject to this Trust Deed.

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
of 8:30A M. DEC 27 1984

Recorded in Book 77 Page 437-444
this 27 day of Dec. 1984
Ralph Maddox
RALPH MADDOX, CLERK

892 1/2
Im...

FOR RECORDED AND INDEXED TO DEED
See Deed Book 651 Page 309-345

FOR DEED BOOK 204 PAGE 357-361

118

This conveyance is upon the trusts and for the purposes following,
to-wit:

1. This grant is for the benefit of the present and future owners of all and each of the properties now or hereafter connected to the said utility system, as well as the holders of the mortgages covering each of the said properties, and Trustee shall hold the title to the property granted by this Trust Deed until either (a) the utility system is taken over by either a governmental authority or public utility for maintenance and operation, or (b) other adequate utility service is provided either by a governmental authority or public utility through means other than the operation of the utility and facilities now transferred to the Trustee herein. Upon the happening of either of such events at a time when the Grantor is still operating and managing the utility system in accordance with the terms and provisions hereof, the Trustee shall immediately reconvey the property to the Grantor, its successors or assigns, and this Trust Deed shall be of no further effect.

2. The Grantor shall supply at all times and under adequate pressure for the use of each of the properties duly connected to the said utility system, a sufficient quantity of potable water to meet the reasonable needs of each of the properties duly connected to said utility system. Such water shall be of the quality and purity as shall meet the Georgia Safe Drinking Water Act of 1977, as amended, and the Rules, Chapter 391-3-5 adopted under the Act, so as to produce water without excessive hardness, corrosive properties, or other objectional characteristics making it unsafe or unsuitable for domestic use or harmful to any or all pipes within and/or without the dwellings. In addition, the Grantor agrees to provide at all times, for each of the properties connected to the said utility system, service adequate for the safe and sanitary collection, treatment, and disposal of all domestic sewage from said dwellings, in accordance with the 1972 Federal Water Pollution Act, as amended, of the U.S. Environmental Protection Agency (EPA), and the Georgia Water Quality Control Act, as amended, and the Rules, Chapter 391-3-6- adopted under the Act. The Grantor further shall operate and maintain the utility system so as not to pollute the ground, air or water in, under or around said properties with improperly or inadequately treated sewage, or with noxious or offensive gases or odors. The Grantor further agrees to operate the utility system in accordance with the requirements of the Division, to produce a treated wastewater effluent of a quality satisfactory to the Division. Records of any and all tests conducted in connection with said utility system shall be kept by the Grantor, as required by the Division, and said records shall be open to inspection by the Division and the owners of the properties connected to the said utility system. The Division shall at all times have access to the utility plants of the Grantor to conduct any and all tests as the Division shall consider necessary to determine compliance with the said requirements. In any event, the Grantor shall conduct all tests required by operating permits issued by the Division and shall pay all costs in connection therewith. In the event the Division shall determine that the operation of the utility system does not meet all applicable requirements, the Grantor shall, with reasonable dispatch at its sole cost make any adjustment, repair, installation, or improvement that shall be necessary or recommended by the Division to bring the operation of the utility system up to said requirements.

3. The Grantor shall maintain said utility system at all times in good order and repair so that satisfactory service as aforesaid may be supplied to each of said properties as provided in paragraph 2 above.

4. Until the happening of one of the events set forth under paragraph numbered 1 above: Should Grantor fail to operate and manage the utility system in the manner and under the conditions specified in paragraphs numbered 2 and 3 above and should Grantor fail, after sixty (60) days prior written notice in writing from the Trustee to correct such failure with reasonable dispatch, then Trustee shall take immediate possession of the utility system for the purpose of operating and maintaining the same, and shall hold, use, operate, manage, and control the same either itself or by or through any of the agencies or parties for whose benefit this trust is created and it shall take possession thereof for the purpose of operating the same, and in that event, the Trustee or the entity operating the utility system in its behalf or in the behalf of any of the beneficiaries of this trust, shall

be subrogated to all rights of the Grantor to levy and collect a charge against each customer.

5. In the event the Trustee takes possession of the utility system pursuant to the provisions of paragraph numbered 4, the Grantor shall have no further right, title or interest in the utility system or other property granted by this Trust Deed and shall not be entitled to any portion of the proceeds resulting from any sale of such utility system or property; but the Trustee shall have the right to transfer such utility system to a governmental authority upon such terms or conditions as may be approved by the Trustee and the owner or owners of a majority of the properties connected to the utility system.

6. The Grantor reserves the right to levy and collect a charge for utility services provided to the occupants of each of the properties connected to the utility system. Services shall be charged on a prorata basis from the date the services are established at the request of a customer, to the date of its discontinuance. In connection with the foregoing, the Grantor shall have the right to install, on each of the individual properties, a water meter to be maintained by the Grantor, through which all water supplied to the consumer or consumers shall pass and to which the Grantor shall have access at reasonable times for the purpose of taking meter readings and keep said meter in repair.

7. If it should become necessary at any future time for the Trustee or any entity acting in its behalf or any beneficiary under this Trust Deed, to take over, operate, and manage the utility system under the provisions of this trust, then and in that event, the operator of such systems shall be entitled to a Trustee's fee payable from the income of the utility system at a rate not in excess of fifteen 15% of the gross charges collected by such Trustee, provided that such Trustee's fee may be increased with the approval of the owner or owners of seventy-five (75) percent of the properties connected to the said utility system.

8. Should the Trustee or any entity acting in its behalf or any beneficiary under this Trust Deed, take over, operate and manage the utility system under the provisions of this trust, the Trustee shall notify the Division within thirty (30) days of such take over and shall meet all the requirements of the Grantor's permits issued by the Division.

9. If the Trustee named herein shall cease to serve as Trustee before the termination of this Trust Deed, then a successor Trustee may be selected by the Grantor with the approval of a majority of the beneficiaries. To ensure the continuity of the maintenance and operation of the water system, approval of the successor Trustee shall also be obtained from the Director of the Division, but this must occur prior to the release of the first Trustee. If a majority of the beneficiaries or the Director are unable to agree on the appointment of a successor Trustee within a reasonable time, either the Grantor or beneficiaries may petition any Court to select and appoint such successor Trustee.

10. Whenever the word "Grantor" occurs herein; it shall also include its successors and assigns; and whenever the word "Trustee" occurs herein, it shall include the successor Trustee and successors and assigns.

The Grantor warrants that all property described in "a" (above) as well as all equipment, materials, tools, appurtenances, etc. associated with normal daily operation and maintenance of the utility system hereafter acquired by the Grantor shall be made subject to this Trust Deed by recordation of appropriate covenants, reservations, restrictions, or conditions in such a manner as is required by Georgia law to put all persons on notice that such properties have been subjected to the terms of this Trust Deed.

IN TESTIMONY WHEREOF, SOUTHEAST HOLDING COMPANY, LTD., d/b/a BIG CANOE COMPANY, the Grantor, has caused these presents to be executed in its behalf by Wesley L. Hopkins, its President and its corporate seal to be hereunto affixed and attested by J. Michael McShane its Asst. Secretary and the Trustee herein named, has caused these presents to be executed by Bill C. Mainwright its Vice President, and its corporate seal to be

affixed and attested by Deborah H. Pickett, the day and year first hereinabove written. In entering into the agreement contained herein and executing this Trust Deed, BIG CANOE PROPERTY OWNERS ASSOCIATION, INC. acts for itself as Trustee and as Representative of any by authority of all persons, firms, corporations, or entities which are or may be beneficiaries under the trust hereby created.

SOUTHEAST HOLDING COMPANY, LTD.,
D/B/A BIG CANOE COMPANY

By: [Signature]
Title: President
Attest: [Signature]
Title: Asst. Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public, Georgia, State at Large
My Commission Expires July 6, 1987
[NOTARY SEAL]
[NOTARY STAMP]

BIG CANOE PROPERTY OWNERS
ASSOCIATION, INC., AS TRUSTEE

By: [Signature]
Title: Vice President
Attest: [Signature]
Title: Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public, Georgia, State at Large
My Commission Expires July 6, 1987
[NOTARY SEAL]
[NOTARY STAMP]

All that tract or parcel of land lying and being in Land Lots 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 51, 52, 53, 54, 60, 61, 62, 90, 91, 92 and 93, 4th District, Second Section, Pickens County Georgia; Land Lots 273, 274, 275, 276, 277, 300, 301, 302, 303, 304, 309, 310, 311, 312, 313, 5th District, Second Section, Dawson County, Georgia and Land Lots 278, 299 and 314, 5th District, Second Section, Pickens and Dawson Counties and being more particularly described as follows:

BEGINNING at an iron bar located in the northwest corner of Land Lot 278; thence running north 89 degrees 40 minutes 45 seconds east along the north land lot line of Land Lot 278 a distance of 2,633.57 feet to a rock found in the northeast corner of Land Lot 278; thence running north 89 degrees 54 minutes 15 seconds east along the north land lot line of Land Lot 277 a distance of 2,601.64 feet to an iron pin; thence running north 89 degrees 59 minutes 10 seconds east a distance of 10,777.85 feet to a point at the northeast corner of Land Lot 273; thence running south 00 degrees 54 minutes east along the east land lot line of Land Lot 273 a distance of 2,831.77 feet to an iron pin located on the southeast corner of said Land Lot 273; thence running south 00 degrees 16 minutes 30 seconds east along the east land lot line of Land Lot 304 a distance of 2,559.87 feet to an iron pin located in the southeast corner of Land Lot 304; thence running south 00 degrees 16 minutes 15 seconds east along the east land lot line of Land Lot 309 a distance of 2,577.13 feet to an iron pin located in the southeast corner of Land Lot 309; thence running south 00 degrees 29 minutes 30 seconds east a distance of 5,315.10 feet to an iron pin located on the south land lot line of Land Lot 22; thence running south 89 degrees 33 minutes west along the south land lot line of Land Lot 22 a distance of 1,442.67 feet to a red iron pin found in the southwest corner of Land Lot 22; thence running south 00 degrees 48 minutes 45 seconds west along the east land lot line of Land Lot 54 a distance of 2,634.77 feet to a red iron pin found in the southeast corner of Land Lot 54; thence running south 88 degrees 48 minutes 45 seconds east along the north land lot line of Land Lot 60 a distance of 967.87 feet to an iron pin which iron pin is located on the northwest right-of-way of Steve Tate Highway (which right-of-way is 100 feet); thence running south 49 degrees 40 minutes 45 seconds west along the northwest right-of-way of said Highway a distance of 817.50 feet to an iron pin; thence running southwesterly and southerly along the northwesterly and westerly right-of-way of said Highway and following the curvature thereof a distance of 744.92 feet to an iron pin (said curve having a chord distance of 719.89 feet on a magnetic bearing of south 23 degrees 49 minutes west); thence running south 02 degrees 02 minutes 30 seconds east along the west right-of-way of said Highway a distance of 420.0 feet to an iron pin; thence running southeasterly along the southwesterly right-of-way of said Highway and following the curvature thereof a distance of 595.21 feet to an iron pin (said curve having a chord distance of 592.84 feet on a magnetic bearing of south 10 degrees 54 minutes 15 seconds east); thence running south 19 degrees 45 minutes 45 seconds east along the southwesterly right-of-way of said Highway a distance of 310.0 feet to an iron pin; thence running southeasterly along the southwesterly right-of-way of said

Highway and following the curvature thereof a distance of 597.75 feet to an iron pin (said curve having a chord distance of 596.63 feet on a magnetic bearing of south 25 degrees 50 minutes east); thence running south 31 degrees 54 minutes 15 seconds east along the southwesterly right-of-way of said Highway a distance of 1,000.00 feet to an iron pin; thence running southerly along the westerly right-of-way of said Highway and following the curvature thereof a distance of 1,141.71 feet to an iron pin (said curve having a chord distance of 1,114.45 feet on a magnetic bearing of south 10 degrees 08 minutes 15 seconds east); thence running south 11 degrees 37 minutes 45 seconds west along the westerly right-of-way of said Highway a distance of 290.0 feet to an iron pin which iron pin is located on the south land lot line of Land Lot 93 ; thence running south 89 degrees 49 minutes 45 seconds west along the south land lot line of Land Lot 93 a distance of 1,232.98 feet to an iron pin located in the southwest corner of Land Lot 93 ; thence running south 89 degrees 44 minutes 30 seconds west along the south land lot line of Land Lot 92 a distance of 766.85 feet to an iron pin; thence running north 01 degrees 26 minutes 30 seconds west a distance of 152.91 feet to an iron pin; thence running north 01 degrees 26 minutes 30 seconds west a distance of 97.68 feet to a marked 14 inch oak; thence running north 77 degrees 21 minutes 30 seconds east a distance of 200.07 feet to an iron pin; thence running north 01 degrees 27 minutes 30 seconds west a distance of 318.35 feet to an iron pin; thence running south 78 degrees 08 minutes 30 seconds west a distance of 503.30 feet to an iron pin; thence running south 62 degrees 11 minutes west a distance of 540.87 feet to a point located in the center of a road; thence running south 35 degrees 12 minutes east along the center line of said road a distance of 166.07 feet to a hub found in the center of said road; thence running south 55 degrees 49 minutes 45 seconds east a distance of 102.77 feet to a point in said road; thence running north 87 degrees 50 minutes east a distance of 61.85 feet to an iron pin; thence running south 11 degrees 12 minutes 45 seconds west a distance of 68.73 feet to an iron pin located on the south land lot line of Land Lot 92; thence running north 89 degrees 40 minutes 30 seconds west along the south land lot line of Land Lot 92 a distance of 1,487.75 feet to a yellow pipe found in the southeast corner of Land Lot 92; thence running north 89 degrees 00 minutes 30 seconds west along the south land lot line of Land Lot 91 a distance of 1,798.73 feet to an iron pin; thence running north 00 degrees 09 minutes 15 seconds east a distance of 455.20 feet to an iron pin located in the center of a dirt road; thence running northeasterly and northwesterly along the center line of said dirt road the following courses and distances: north 32 degrees 27 minutes 45 seconds east 50.0 feet; north 03 degrees 21 minutes 15 seconds east 50 feet; north 15 degrees 36 minutes 15 seconds west 172.18 feet; north 21 degrees 51 minutes 45 seconds west 50.0 feet; north 28 degrees 54 minutes 30 seconds west 50.0 feet; north 40 degrees 16 minutes west 50 feet; north 43 degrees 06 minutes west 728.92 feet; north 48 degrees 42 minutes west 147.19 feet; north 41 degrees 34 minutes 45 seconds west 136.09 feet; north 42 degrees 42 minutes 30 seconds west 357.50 feet and north 65 degrees 12 minutes 15 seconds west 210.0 feet; thence running north 51 degrees 32 minutes 30 seconds east a distance of 557.89 feet to an iron pin located on the west land lot line of Land Lot 91; thence running north 01 degree 25 minutes 15 seconds west along the west land lot line of Land Lot 91 a distance of 347.48 feet to rocks found

in the northwest corner of Land Lot 91; thence running north 00 degrees 20 minutes east along the west line of Land Lot 62 a distance of 2,741.6 feet to an iron pin located in the northwest corner of Land Lot 62; thence running north 89 degrees 32 minutes 45 seconds west along the south land lot line of Land Lot 52 a distance of 712.95 feet to an iron pin located on the northeast right-of-way of Civil Conservation Corps Road (which right-of-way is 40 feet); thence running northwesterly northerly, westerly and northwesterly along the easterly, northerly and northeasterly right-of-way of said Road the following courses and distances: north 26 degrees 47 minutes 15 seconds west 132.36 feet; north 14 degrees 33 minutes 45 seconds west 83.78 feet; north 47 degrees 22 minutes 45 seconds west 120.89 feet; north 04 degrees 14 minutes 45 seconds west 172.61 feet; north 22 degrees 50 minutes 30 seconds east 312.83 feet; north 03 degrees 08 minutes 30 seconds west 210.70 feet; north 08 degrees 59 minutes 30 seconds east 129.08 feet; north 13 degrees 53 minutes 00 seconds east 137.35 feet; north 04 degrees 57 minutes 30 seconds west 120.14 feet; north 21 degrees 31 minutes 30 seconds west 136.93 feet; north 59 degrees 04 minutes 00 seconds west 111.37 feet; south 79 degrees 07 minutes 00 seconds west 222.11 feet; south 87 degrees 41 minutes 30 seconds west 146.58 feet; north 78 degrees 39 minutes 30 seconds west 169.29 feet; north 69 degrees 54 minutes 45 seconds west 109.36 feet; south 88 degrees 18 minutes 15 seconds west 190.78 feet; south 72 degrees 16 minutes 45 seconds west 189.97 feet; south 89 degrees 21 minutes 00 seconds west 113.17 feet; north 81 degrees 58 minutes 30 seconds west 158.92 feet; north 88 degrees 28 minutes 45 seconds west 106.46 feet; north 58 degrees 23 minutes 00 seconds west 92.41 feet; north 46 degrees 43 minutes 45 seconds west 106.59 feet; north 27 degrees 32 minutes 45 seconds west 120.89 feet; north 36 degrees 00 minutes 15 seconds west 178.13 feet; north 29 degrees 15 minutes 45 seconds west 177.24 feet; north 59 degrees 11 minutes 30 seconds west 117.08 feet; north 83 degrees 04 minutes 30 seconds west 142.93 feet; south 87 degrees 41 minutes 45 seconds west 93.06 feet; south 79 degrees 18 minutes 45 seconds west 298.50 feet; north 86 degrees 26 minutes 30 seconds west 156.37 feet; north 71 degrees 09 minutes 45 seconds west 139.84 feet; north 53 degrees 47 minutes 15 seconds west 128.17 feet; north 30 degrees 22 minutes 45 seconds west 138.59 feet; north 13 degrees 09 minutes 30 seconds west 97.46 feet; north 02 degrees 50 minutes 30 seconds west 332.56 feet; north 11 degrees 53 minutes 15 seconds west 160.68 feet; north 17 degrees 54 minutes 45 seconds west 151.06 feet; north 11 degrees 20 minutes 45 seconds west 136.23 feet; north 35 degrees 45 minutes 15 seconds west 130.03 feet; north 16 degrees 06 minutes 30 seconds west 74.21 feet; north 01 degrees 49 minutes 15 seconds west 82.52 feet; north 30 degrees 32 minutes 00 seconds west 184.23 feet; north 12 degrees 38 minutes 30 seconds west 68.68 feet; north 22 degrees 53 minutes 15 seconds east 65.78 feet; north 23 degrees 46 minutes 30 seconds east 85.00 feet; north 21 degrees 49 minutes 45 seconds west 356.72 feet; north 02 degrees 04 minutes 30 seconds west 169.03 feet; north 45 degrees 07 minutes 15 seconds west 205.37 feet; north 18 degrees 13 minutes 15 seconds west 91.24 feet; north 76 degrees 08 minutes 30 seconds west 163.04 feet; north 66 degrees 44 minutes 00 seconds west 192.39 feet; north 72 degrees 32 minutes 45 seconds west 261.94 feet; south 81 degrees 32 minutes 00 seconds west 99.44 feet; north 70 degrees 19 minutes 00 seconds west 77.77 feet; and south 75 degrees 01 minutes 00 seconds 87.67 feet to an iron pin located on the west land lot line

of Land Lot 26; thence running north 02 degrees 28 minutes 30 seconds west along the west land lot line of Land Lot 26 a distance of 431.51 feet to an iron pin located in the northwest corner of Land Lot 26; thence running north 88 degrees 47 minutes west along the south land lot line of Land Lot 12 a distance of 934.40 feet to an iron pin located on the northeast right-of-way of the Civil Conservation Corps Road (which right-of-way is 40 feet); thence running northwesterly along the northeasterly right-of-way of said Road the following courses and distances: north 35 degrees 47 minutes 15 seconds west 18.52 feet; north 23 degrees 58 minutes 15 seconds west 147.18 feet; north 16 degrees 57 minutes 15 seconds west 164.58 feet; north 33 degrees 23 minutes 30 seconds west 117.74 feet; north 44 degrees 56 minutes 15 seconds west 143.93 feet; north 63 degrees 32 minutes 00 seconds west 152.93 feet; north 66 degrees 14 minutes 30 seconds west 102.64 feet; north 48 degrees 28 minutes 45 seconds west 165.38 feet; north 61 degrees 47 minutes 15 seconds west 87.77 feet; north 77 degrees 02 minutes 00 seconds west 72.52 feet; north 30 degrees 10 minutes 00 seconds west 47.31 feet; north 27 degrees 19 minutes 15 seconds west 56.53 feet; north 72 degrees 39 minutes 30 seconds west 65.88 feet; south 74 degrees 08 minutes 30 seconds west 66.25 feet; south 88 degrees 37 minutes 00 seconds west 216.06 feet; north 78 degrees 16 minutes 45 seconds west 164.32 feet; north 60 degrees 58 minutes 30 seconds west 133.29 feet; north 49 degrees 21 minutes 15 seconds west 166.06 feet; north 43 degrees 54 minutes 30 seconds west 180.34 feet; north 29 degrees 44 minutes 00 seconds west 83.05 feet; north 18 degrees 48 minutes 45 seconds west 69.97 feet; north 42 degrees 35 minutes 30 seconds west 74.22 feet; north 48 degrees 44 minutes 00 seconds west 118.29 feet; north 40 degrees 49 minutes 30 seconds west 146.57 feet; north 30 degrees 44 minutes 15 seconds west 195.57 feet; north 16 degrees 52 minutes 15 seconds west 84.68 feet; north 02 degrees 24 minutes 33 seconds west 204.18 feet; north 24 degrees 02 minutes 45 seconds west 167.17 feet; north 01 degrees 19 minutes 15 seconds west 75.77 feet; north 02 degrees 47 minutes 15 seconds west 111.54 feet; north 04 degrees 30 minutes 30 seconds west 217.55 feet; north 06 degrees 05 minutes 00 seconds east 122.42 feet; north 12 degrees 21 minutes 00 seconds east 155.16 feet; north 20 degrees 49 minutes 15 seconds east 103.56 feet; north 08 degrees 45 seconds west 78.63 feet; north 29 degrees 19 minutes 45 seconds west 72.29 feet; north 48 degrees 20 minutes 45 seconds west 94.04 feet; north 39 degrees 55 degrees 13 minutes 15 seconds west 99.46 feet; north 78 degrees 39 minutes 17 minutes 15 seconds west 144.49 feet; north 61 degrees 49 minutes 15 seconds west 57.99 feet; north 47 degrees 20 minutes 15 seconds west 87.33 feet; north 42 degrees 18 minutes 30 seconds west 238.61 feet; north 24 degrees 38 minutes 00 seconds west 105.00 feet; north 12 degrees 36 minutes 15 seconds west 132.26 feet; north 17 degrees 19 minutes 15 seconds east 64.83 feet; north 31 degrees 19 minutes 45 seconds east 65.07 feet; north 04 degrees 38 minutes 00 seconds west 67.48 feet; north 38 degrees 37 minutes 00 seconds west 198.40 feet; north 30 degrees 41 minutes 00 seconds west 101.52 feet; north 26 degrees 37 minutes 45 seconds west 99.98 feet; and north 40 degrees 20 minutes 15 seconds west 245.66 feet to an iron pin located on the west land lot line of Land Lot 314; thence running north 00 degrees 27 minutes east along the west land lot line of Land Lot 314 and 299 a distance of 3,412.58 feet to rocks found in the northwest corner of Land Lot 299; thence running north 01 degrees 02 minutes east along the west land lot line of Land Lot 278 a distance of 2644.62 feet to an iron bar and point of beginning as per plat of property for Big Canoe Company by Baldwin & Cranston Associates, Inc. dated February 20, 1984.

LESS AND EXCEPT all of the above-described property (the "Property") except for the portions of the Property on which is located (a) the sewage collection system, including all appurtenances such as manholes, pumping stations, etc., and the sewage treatment plant, including effluent line to point of final disposal, as constructed or to be constructed, including all easements incident to the ownership and operation of said sewage system, and (b) the well or wells, plant, chemical treatment facilities, storage and distribution facilities, including the water mains and lateral lines, as constructed or to be constructed, including all easements incident to the ownership and operation of said water system.

EXHIBIT B

1. All taxes or special assessments for the year 1984, and for subsequent years, not yet due and payable.
2. All water and sewer charges and assessments.
3. The General Declaration of Covenants, dated October 9, 1972, and recorded in Deed Book 23, Pages 162-198, Pickens County, Georgia records, as amended by that certain Amendment dated January 20, 1979, recorded in Deed Book 59, Pages 793-802, aforesaid records.
4. The Declaration of Class "A" Covenants for single family detached dwelling areas, dated October 9, 1972, recorded in Deed Book 23, Pages 198-208, Pickens County, Georgia records, as amended by that certain Amendment dated October 29, 1983, recorded in Deed Book 94, Pages 707-708, aforesaid records.
5. The Declaration of Easement executed by Big Canoe Corporation, filed for record April 2, 1973, recorded in Deed Book 25, Page 444, Pickens County, Georgia records, and the Supplemental Declaration of Easement, dated December 31, 1973, recorded in Deed Book 30, Page 34, aforesaid records, and the Second Supplemental Declaration of Easement, dated October 24, 1975, recorded in Deed Book 40, Page 332-350, aforesaid records.

Pickens County filed for record of the 7 day
of Dec. 1984 at 3 o'clock P.M. Recorded This 10
Day of Dec 1984 Mildred C. Mullinax C.S.C.
Book No 103 pg 210-219