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STATE OF GEORGIA )  
 ) GRANT OF EASEMENT  
COUNTY OF FULTON )

PICKENS COUNTY FILED FOR RECORD ON  
THE 31 DAY OF March 1994 10:35M.  
RECORDED THIS 5 DAY OF April 1994  
JOYCE F. CANTRELL C.S.C. BOOK NO. 219

P. 160-161

THIS INDENTURE made this 24th day of March, 1994, by and between THE BYRNE CORPORATION OF GEORGIA, d/b/a BIG CANOE COMPANY, a Georgia Corporation (hereinafter referred to as "Grantor") and BIG CANOE UTILITIES COMPANY, INC., a Georgia Corporation (hereinafter referred to as "Grantee").

WHEREAS, by virtue of the Exhibit "B" retained rights and reserved easements set forth in that Limited Warranty Deed of Southeast Holding Company, Ltd. in favor of Big Canoe Property Owners' Association, Inc. recorded in Dawson County on March 14, 1986, in Book 87 at Page 37-183, and in Pickens County on January 28, 1986, in Book 112 at Page 30-176, certain easements (the Utilities Easement and Water Easement as more fully described in Paragraphs 3 and 7 of Exhibit "B") were reserved by Southeast Holding Company, Ltd. as the Grantor; and,

WHEREAS, the Utilities Easement and Water Easement were transferred and assigned to The Byrne Corporation of Georgia by virtue of that Limited Warranty Deed from Southeast Holding Company, Ltd. dated July 2, 1987, recorded July 7, 1987, in Deed Book 100, pages 653-683, Dawson County, Georgia Records, and recorded July 6, 1987, in Deed Book 128, pages 687-717, Pickens County, Georgia Records; and

WHEREAS, Grantor herein is the successor-in-title to Southeast Holding Company, Ltd, the Grantor in said Deed and is the present developer of Big Canoe; and,

WHEREAS, Grantee herein is the utility company providing water and sewer service to the Big Canoe area.


NOW, THEREFORE, the premises considered and in consideration of \$10.00 in hand paid and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor herein does hereby transfer and convey unto Grantee, a non-exclusive right, title and interest in and to the Utilities Easement and Water Easement more particularly described on Exhibit "A" attached hereto and incorporated herein, together with all improvements located thereon and together with all rights, members, and appurtenances in any manner appertaining or belonging to said Utilities Easement and Water Easement.

TO HAVE AND TO HOLD said Property unto said Grantee in fee simple, absolute, forever, subject to those matters set forth on Exhibit "B" to the aforementioned Limited Warranty Deed referenced above and to those rights, easements and other matters set forth of record and applicable to the aforementioned Utilities Easement and Water Easement.

IN WITNESS WHEREOF, Grantor and grantee have executed this Indenture under Seal on the day and date above written.

Signed, Sealed and Delivered THE BYRNE CORPORATION OF GEORGIA,  
on March 24, 1994, d/b/a BIG CANOE COMPANY  
in the presence of:

By: [Signature]  
Unofficial Witness

Notary Public: [Signature]  


Signed, Sealed and Delivered BIG CANOE UTILITIES COMPANY, INC.  
on [Signature], 1994  
in the presence of:

Unofficial Witness [Signature]

Notary Public: [Signature]  
  
My Commission Expires March 3, 1998

**EXHIBIT "A"****Utilities Easement**

An easement (the "Utilities Easement") over, across, under and through all or any portion of the subject Property (as described in the Limited Warranty Deed of Southeast Holding, Company, Ltd. dated December 31, 1985 - the "Property") to tap onto, use, inspect, maintain, repair, operate, and extend any and all utility lines, poles, wires, pipes, transformers, and other facilities necessary or appropriate to the transmission, distribution, flow and delivery of electric current, water, telephone communications, cable television, gas, storm sewage, and sanitary sewage that may now or hereafter exist over, under, across or through the subject Property, together with the right to construct, use, inspect, maintain, repair, operate and extend additional such facilities over, under, across and through the subject Property.

**Water Easement.**

An easement (the "Water Easement") over, across, under and through all or any portion of the subject Property (a) to locate, maintain, repair, remodel, improve, and replace wells, pumping stations, water treatment facilities, irrigation facilities, water storage tanks, and other similar equipment and facilities for the drawing, treatment, storage, and transportation of water; (b) to draw, remove, transport, store, treat and sell any and all water now or hereafter located in any and all lakes and streams now or hereafter located on the subject Property for the purpose of using said water as drinking water, for irrigation, or any other use whatsoever, including without limitation, the right to sell any and all such water for a profit and to keep all proceeds of sales; (c) to discharge treated waste water into any and all lakes and streams now or hereafter located on the subject Property; and (d) to locate, construct, operate, maintain, repair, improve, remodel, and replace facilities for the drainage, retention, discharge, or treatment of surface waters on the subject Property.

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on March 24 1994

CORPORATION OF GEORGIA

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