

After recording return to:
McGee & Oxford
Attn: James B. Crew, Jr., Esquire
105 North Main Street Suite 3
Jasper, GA 30143

#9 FINAL
PICKENS COUNTY
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JENNIFER E. JORDAN
CLERK OF SUPERIOR
PICKENS COUNTY

STATE OF GEORGIA)
)
COUNTY OF PICKENS)

Cross index to:

ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS (this "Assignment") is entered into by and between BIG CANOE UTILITIES COMPANY, INC., a Georgia corporation ("Assignor"), and UTILITIES, INC. OF GEORGIA, a Georgia corporation ("Assignee"), effective the 30th day of APRIL, 2018 (the "Effective Date").

RECITALS

WHEREAS, Assignor, having a mailing address of 10591 Big Canoe, Big Canoe, Georgia 30143, appears herein through Tara O'Neill Byrne, its Executive Vice President, duly authorized pursuant to a resolution of its Board of Directors, dated February 1, 2018, which is incorporated by reference herein;

WHEREAS, Assignee, having a mailing address of 2335 Sanders Road, Northbrook, Illinois, 60062, appears herein through Don Sudduth, its President, duly authorized pursuant to a resolution of its Board of Directors, dated FEBRUARY 1, 2018, which is incorporated by reference herein;

WHEREAS, among the Purchased Assets owned by Assignor and intended to be conveyed to Assignee, in accordance with that certain Asset Purchase Agreement dated February 1, 2018, as amended (the "Purchase Agreement"), are the rights of Assignor under all servitudes, easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Assignor for the construction, operation and maintenance of the Utility System, as described and set forth in the Purchase Agreement (collectively, the "Easements"); and

WHEREAS, Assignor has agreed to transfer to Assignee any and all of the rights, title and interest of Assignor as grantee under those Easements located in Pickens County, Georgia, including but not limited to, those certain Easements described in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The foregoing recitals are incorporated into this Assignment as if fully set forth herein and are made a substantive part of this Assignment by this reference.
2. Assignor hereby quit claims, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor, if any, in the Easements, together with all other recorded or unrecorded rights, servitudes, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, canals, streets, and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, maintenance, and operation of the Utility System or the Purchased Assets (each as defined in the Purchase Agreement); provided however that, other than as contained in the Purchase Agreement, Assignor makes no additional representation or warranty herein regarding the Easements.
3. Assignee hereby accepts the transfer and assignment of the Easements as set forth in Paragraph 2 herein, and assumes the performance, obligations, duties and liabilities of Assignor under such Easements as of the date hereof. As of the date of this Assignment, and pursuant to the Purchase Agreement, Assignor's obligations and responsibilities to act under such Easements shall cease and terminate. Except as otherwise set forth in the Purchase Agreement, Assignor shall have no liability or obligation with respect to the Easements after the date hereof, other than that attributable to the period prior to the date of this Assignment. Assignor makes no representations, warranties or covenants concerning the Easements other than those set forth herein and in the Purchase Agreement.
4. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.
5. This Assignment shall inure to the benefit of Assignee, its successors and permitted assigns, and shall bind Assignor and its successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
6. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia applicable to contracts or deeds made and to be performed within Georgia. Nothing herein shall be construed to waive any defense of sovereign immunity that Assignee may be lawfully entitled to assert under any applicable Georgia law.
7. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.
8. This Assignment incorporates, as if fully set forth herein, the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede, control and prevail.
9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.


[ASSIGNOR AND ASSIGNEE SIGNATURE PAGES FOLLOW]
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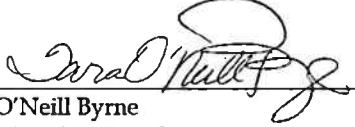
IN WITNESS WHEREOF, Assignor has caused its representative to set his/her hand and seal, on the 30th day of April, 2018, to be effective as of the Effective Date.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ASSIGNOR:

BIG CANOE UTILITIES COMPANY, INC.
a Georgia corporation


Unofficial Witness
Print Name: Justin Spencer

By: 
Name: Tara O'Neill Byrne
Title: Executive Vice President

Sheryle Kelley
Notary Public
My Commission Expires: 2-13-21
[NOTARIAL SEAL]

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EXHIBIT A
EASEMENTS

1. **EASEMENTS FROM PICKENS COUNTY.** ALL that tract or parcel of land lying and being in Land Lots 91, 92, 99, 98, 93 & 60, 4th District, 2nd Section, Pickens County, Georgia, being water line easements, designated as Easements A-B and C-D, being a twenty (20') foot permanent easement, and Easement B-C being a ten (10') foot permanent easement and an additional ten (10') foot temporary construction easement and Easement E-F-G having a twenty (20') foot permanent easement and an additional ten (10') temporary construction easement on both sides of the said easement and Easement F-H and J-K-L having a ten (10') foot permanent easement and a ten (10') foot temporary construction easement on both sides of said easement and Easement K-M being a ten (10') foot permanent easement and a ten (10') temporary construction easement, all easements described above are shown on Plat of Survey entitled "Compiled Easement Plat prepared for Big Canoe Utilities Company, Inc. Sheets 1-3", dated August 25, 2004 by Cranston, Robertson & Whitehurst, P.C. Wayne Swann, R.L.S. No. 2410, and recorded in Plat Book QQ at Pages 75-77, Pickens County, Georgia records, and by said reference said plat of survey is incorporated herein and made a part hereof. Said easements referenced herein are more fully described by courses and distances, metes and bounds descriptions as follows:
- (a) **EASEMENT A, B, C AND D.** ALL that easement lying and being situate in Land Lots 91, 92, 99 and 98, 4th District, 2nd Section of Pickens County, Georgia, with the centerline being more particularly described as follows:

Commencing at the common corner of Land Lots 91, 92, 99 and 100, and having Georgia State Plane coordinates (West Zone, NAD 1927) of Northing = 1,611,858.15 and Easting = 463,173.82; Thence North 28°44'33" West for a distance of 608.82' to a point on the northern right of way (r/w) of Cove Road (r/w varies) labeled as Point A on a compiled easement plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004, said point being the POINT OF BEGINNING; Thence South 84°37'40" East for a distance of 51.10' to a point; Thence South 53°14'32" East for a distance of 31.94' to a point; Thence South 16°16'48" East for a distance of 46.79' to a point labeled as Point B on said plat; Thence generally parallel to the existing asphalt pavement of Cove Road the following courses: North 88°49'04" East for a distance of 25.66' to a point; Thence South 85°46'56" East for a distance of 81.51' to a point; Thence South 77°39'52" East for a distance of 68.86' to a point; Thence South 75°33'17" East for a distance of 41.11' to a point; Thence South 73°49'45" East for a distance of 129.58' to a point; Thence South 73°31'50" East for a distance of 198.16' to a point; Thence along a curve to the right having a radius of 1660.52' and an arc length of 488.25', being subtended by a chord of South 65°06'26" East for a distance of 486.49' to a point; Thence South 56°39'24" East for a distance of 323.64' to a point; Thence South 57°05'57" East for a distance of 120.86' to a point; Thence South 58°35'03" East for a distance of 77.70' to a point; Thence South 56°55'33" East for a distance of 119.71' to a point; Thence South 57°21'41" East for a distance of 135.93' to a point; Thence South 57°49'58" East for a distance of 53.68' to a point; Thence along a curve to the left having a radius of 1537.10' and an arc length of 341.88', being subtended by a chord of South 64°12'17" East for a distance of 341.18' to a point; Thence South 70°32'57" East for a distance of 101.62' to a point; Thence South 73°45'04" East for a distance of 80.56' to a point; Thence South 75°48'52" East for a distance of 223.34' to a point; Thence South 76°26'26" East for a distance of 57.69' to a point; Thence along a curve to the right having a radius of 1890.73' and an arc length of 520.07', being subtended by a chord of South 68°33'38" East for a distance of 518.44' to a point; Thence South 60°33'00" East for a distance of 145.95' to a point, labeled Point C on said plat; Thence along Whitley Road (80' r/w) the following courses: North 59°13'02" East for a distance of 23.71' to a point; Thence North 04°48'32" East for a distance of 91.85' to a point; Thence North 00°20'22" West for a distance of 73.38' to a point; Thence North 02°46'26" East for a distance of 102.62' to a point at the terminus of the Whitley Road r/w labeled Point D on said plat; Thence a tie line of North 78°45'25" West for a distance of 2916.17' to the common corner of Land Lots 91, 92, 99 and 100.

Exhibit A-1

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Subject easement varies as indicated below:

- From Point A to Point B: Permanent easement 10' on each side of centerline;
- From Point B to Point C: Permanent easement 5' each side of centerline, with a temporary construction easement extending an additional 10' on the North side;
- From Point C to Point D: Permanent easement 10' on each side of centerline.

The easement is entirely inside the R/W of Cove Road and Whitley Road, and is more particularly delineated and described on a certain plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004, to which reference is made for a more complete description of the easement, its exact location, metes and bounds.

- (b) **EASEMENT E-F-G.** ALL that easement lying and being situate in Land Lot 98, 4th District, 2nd Section of Pickens County, Georgia, with the centerline being more particularly described as follows:

Commencing at the common corner of Land Lots 92, 93, 98 and 99, and having Georgia State Plane coordinates (West Zone, NAD 1927) of Northing = 1,611,867.50 and Easting = 465,994.42; Thence South 12°14'40" East for a distance of 917.85' to a point on the northern right of way (r/w) of Cove Road (r/w varies) labeled as Point E on a compiled easement plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004, said point being the POINT OF BEGINNING; Thence South 28°56'51" West for a distance of 123.07' to a point; Thence South 28°56'51" West for a distance of 16.79' to a point on the southern r/w of Cove Road labeled as Point G on said plat; Thence a tie line of North 07°05'59" West for a distance of 1027.24' to the common corner of Land Lots 92, 93, 98 and 99.

The permanent easement extends 5' on the east side and 15' on the west side of the centerline described, with a temporary construction easement extending an additional 10' on each side, and is entirely inside the r/w of Cove Road, being more particularly delineated and described on a certain plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004, to which reference is made for a more complete description of the easement, its exact location, metes and bounds.

- (c) **EASEMENT F-H.** ALL that easement lying and being situate in Land Lot 98, 4th District, 2nd Section of Pickens County, Georgia, with the centerline being more particularly described as follows:

Commencing at the common corner of Land Lots 92, 93, 98 and 99, and having Georgia State plane coordinates (West Zone, NAD 1927) of Northing = 1,611,867.50 and Easting = 465,994.42; Thence South 12°14'40" East for a distance of 917.85' to a point on the northern right of way (r/w) of Cove Road (r/w varies) labeled as Point E on a compiled easement plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004; Thence South 28°56'51" West for a distance of 123.07' to a point labeled as Point F on said plat, said point being the POINT OF BEGINNING; Thence South 61°03'09" East for a distance of 157.55' to a point; Thence North 73°56'51" East for a distance of 12.29' to a point; Thence South 61°03'09" East for a distance of 24.86' to a point; Thence South 16°03'09" East for a distance of 12.29' to a point; Thence South 61°03'09" East for a distance of 124.82' to a point; Thence South 63°33'52" East for a distance of 240.39' to a point; Thence South 62°19'59" East for a distance of 358.17' to a point; Thence South 76°09'48" East for a distance of 73.96' to a point on the eastern r/w of Steve Tate Highway (100' r/w); Thence a tie line of North 35°09'46" West for a distance of 1777.06' to the common corner of Land Lots 92, 93, 98 and 99.

The permanent easement extends 5' on each side, with a temporary construction easement extending an additional 10' on each side, and is entirely inside the r/w of Cove Road and Steve Tate Highway, being more particularly delineated and described on a certain plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004, to which reference is made for a more complete description of the easement, its exact location, metes and bounds.

- (d) **EASEMENT I, K AND L.** ALL that easement lying and being situate in Land Lot 93, 4th District, 2nd Section of Pickens County, Georgia, with the centerline being more particularly described as follows:

Exhibit A-2

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Commencing at the common corner of Land Lots 60, 61, 92 and 93, and having Georgia State Plane coordinates (West Zone, NAD 1927) of Northing = 1,614,430.50 and Easting = 466,035.56; Thence South 26°14'59" East for a distance of 2854.24' to a point on the western right of way (r/w) of Steve Tate Highway (100' r/w) labeled as Point J on a compiled easement plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004, said point being the POINT OF BEGINNING; Thence South 76°54'44" East for a distance of 21.35' to a point; Thence South 76°54'44" East for a distance of 78.65' to a point on the eastern r/w of Steve Tate Highway, labeled as Point L on said plat; Thence along a tie line of North 27°46'06" West for a distance of 2918.66' to the common corner of Land Lots 60, 61, 92 and 93.

The permanent easement extends 5' on each side, with a temporary construction easement extending an additional 10' on each side, and is entirely inside the r/w of Steve Tate Highway, being more particularly delineated and described on a certain plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004, to which reference is made for a more complete description of the easement, its exact location, metes and bounds.

- (e) **EASEMENT K-M.** ALL that easement lying and being situate in Land Lots 93 and 60, 4th District, 2nd Section of Pickens County, Georgia, with the centerline being more particularly described as follows:

Commencing at the common corner of Land Lots 60, 61, 92 and 93, and having Georgia State Plane coordinates (West Zone, NAD 1927) of Northing = 1,614,430.50 and Easting = 466,035.56; Thence South 26°14'59" East for a distance of 2854.24' to a point on the western right of way (r/w) of Steve Tate Highway (100' r/w) labeled as Point J on a compiled easement plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004; Thence South 76°54'44" East for a distance of 21.35' to a point labeled as Point K, said point being the POINT OF BEGINNING; Thence North 18°06'45" East for a distance of 55.28' to a point; Thence along a curve to the left having a radius of 1873.66' and an arc length of 748.02', being subtended by a chord of North 01°37'30" East for a distance of 743.06' to a point; Thence North 15°06'01" West for a distance of 66.20' to a point; Thence North 18°42'47" West for a distance of 179.76' to a point; Thence North 23°29'42" West for a distance of 89.56' to a point; Thence North 25°50'40" West for a distance of 47.54' to a point; Thence North 30°45'06" West for a distance of 110.98' to a point; Thence North 14°30'31" East for a distance of 64.34' to a point; Thence North 27°37'37" West for a distance of 101.46' to a point; Thence North 31°04'21" West for a distance of 99.29' to a point; Thence North 33°54'07" West for a distance of 299.98' to a point; Thence North 33°10'21" West for a distance of 209.41' to a point; Thence North 77°44'53" West for a distance of 49.78' to a point; Thence North 08°51'44" West for a distance of 89.81' to a point; Thence North 29°32'53" West for a distance of 243.21' to a point; Thence North 74°06'53" West for a distance of 50.67' to a point; Thence North 13°25'57" West for a distance of 46.10' to a point; Thence North 21°10'53" West for a distance of 44.09' to a point; Thence North 24°53'07" West for a distance of 143.13' to a point; Thence North 24°51'32" West for a distance of 106.90' to a point; Thence North 22°41'52" West for a distance of 100.53' to a point; Thence North 19°58'31" West for a distance of 77.54' to a point; Thence North 16°26'44" West for a distance of 38.40' to a point; Thence North 02°25'50" East for a distance of 44.94' to a point; Thence North 19°01'11" West for a distance of 149.60' to a point; Thence North 18°38'59" West for a distance of 199.39' to a point; Thence North 16°40'29" West for a distance of 100.20' to a point; Thence along a curve to the right having a radius of 2083.59' and an arc length of 449.48', being subtended by a chord of North 07°12'54" West for a distance of 448.61' to a point; Thence North 00°38'29" West for a distance of 348.93' to a point; Thence along a curve to the right having a radius of 816.12' and an arc length of 251.03', being subtended by a chord of North 05°09'58" East for a distance of 250.04' to a point; Thence North 15°42'44" East for a distance of 148.12' to a point; Thence North 36°16'05" West for a distance of 35.12' to a point on the western r/w of Steve Tate Highway labeled as Point M on said plat; Thence along a tie line of South 05°15'46" West for a distance of 1879.57' to a point at the common corner of Land Lots 60, 61, 92 and 93.

The permanent easement extends 5' on each side, with a temporary construction easement extending an additional 10' on the west side, and is entirely inside the r/w of Steve Tate Highway, being more particularly delineated and described on a certain plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 25, 2004, to which reference is made for a more complete description of the easement, its exact location, metes and bounds.

Exhibit A-3

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2. **BLACKWELL CREEK PUMP STATION EASEMENT.** ALL that tract or parcel of land lying and being situate in Land Lot 91, 4th District, 2nd Section of Pickens County, Georgia, and being more particularly described as follows:

Commencing at the common corner of Land Lots 91, 92, 99 and 100, said point having Georgia State Plane coordinates (West Zone, NAD 1927) of Northing = 1,611,858.15 and Easting = 463,173.82; Thence North 51°55'07" West for a distance of 802.85' to a point; said point being the POINT OF BEGINNING; Thence North 38°24'06" East for a distance of 41.00' to a point; Thence North 75°18'41" East for a distance of 121.30' to a point; Thence South 89°47'44" East for a distance of 49.91' to a point; Thence South 84°30'56" East for a distance of 211.03' to a point on the northern right of way (r/w) of Cove Road; Thence along said r/w along a curve to the left having a radius of 918.46' and an arc length of 110.21', being subtended by a chord of South 85°01'21" West for a distance of 110.14' to a point, Thence leaving said r/w: North 84°30'56" West for a distance of 101.80' to a point; Thence North 89°47'44" West for a distance of 46.17' to a point; Thence South 74°07'11" West for a distance of 48.00' to a point; Thence South 68°29'03" West for a distance of 139.96' to a point; Thence North 21°15'50" West for a distance of 20.00' to a point; Thence North 68°29'03" East for a distance of 30.01' to a point; Thence South 51°35'54" East for a distance of 12.97' to a point, said point being the POINT OF BEGINNING;

Containing 0.19 acre, more or less, together with and subject to covenants, easements, and restrictions of record; and being more particularly delineated and described on a certain plat prepared for Big Canoe Utilities Company by Cranston, Robertson & Whitehurst, P. C. dated August 17, 2004, and recorded on September 27, 2004 in Plat Book QQ at Page 9 Pickens County, Georgia records, to which reference is made for a more complete description of the property, its exact location, metes and bounds.

Subject tract is bounded (now or formerly) on the south by the r/w of Cove Road and lands of Big Canoe Company, LLC., and on the west, north and east by lands of Big Canoe Company, LLC.

3. **CONSTRUCTION/MAINTENANCE AND ACCESS EASEMENT FOR CHOCTAW PLANT.** ALL that easement lying and being situate in Land Lot 61, 4th District, 2nd Section of Pickens County, Georgia, with the centerline being more particularly described as follows:

Commencing at the common corner of Land Lots 60, 61, 92 and 93, and having Georgia State Plane coordinates (West Zone, NAD 1927) of Northern 1,614,491.55 and Eastern 465,999.97; Thence North 27°02'44" West for a distance of 1643.88' to a point; Thence North 50°34'23" West for a distance of 33.08' to a point, said point being the POINT OF BEGINNING, Thence North 38°15'05" East for a distance of 20.20' to a point; Thence along a curve to the left having a radius of 75.00' and an arc length of 194.55', being subtended by a chord of North 36°03'45" West for a distance of 144.41' to a point; Thence South 69°37'24" West for a distance of 25.34' to a point; Thence along a curve to the right having a radius of 409.22' and an arc length of 63.47', being subtended by a chord of South 74°04'01" West for a distance of 63.41' to a point; Thence South 78°30'37" West for a distance of 67.36' to a point; Thence along a curve to the left having a radius of 294.86' and an arc length of 86.50', being subtended by a chord of South 70°06'21" West for a distance of 86.19' to a point; Thence South 61°42'05" West for a distance of 20.84' to a point; Thence along a curve to the left having a radius of 658.79' and an arc length of 73.20', being subtended by a chord of South 58°31'05" West for a distance of 73.16' to a point; Thence South 55°20'05" West for a distance of 33.48' to a point; Thence along a curve to the left having a radius of 536.27' and an arc length of 81.25', being subtended by a chord of South 50°59'40" West for a distance of 81.17' to a point; Thence along a curve to the right having a radius of 89.74' and an arc length of 38.63', being subtended by a chord of South 58°59'11" West for a distance of 38.33' to a point; Thence South 71°19'07" West for a distance of 14.50' to a point; Thence along a curve to the left having a radius of 607.50' and an arc length of 75.94', being subtended by a chord of South 67°44'15" West for a distance of 75.89' to a point; Thence South 64°09'22" West for a distance of 50.65' to a point; Thence along a curve to the right having a radius of 178.54' and an arc length of 81.13', being subtended by a chord of South 77°10'25" West for a distance of 80.43' to a point; Thence North 89°48'33" West for a distance of 34.40' to a point; Thence along a curve to the right having a radius of 1769.98' and an arc length of 139.07', being subtended by a chord of North 87°33'29" West for a distance of 139.04' to a point; Thence along a curve to the right having a radius of 119.46' and an arc length of 41.69', being subtended by a chord of North 75°18'31" West for a distance of 41.48' to a point; Thence along a curve to the left having a radius of 136.15' and an arc length of 41.75', being subtended by a chord of North 74°05'43" West for a distance of 41.59' to a point; Thence North 82°52'50" West for a distance of 13.78' to a point on the eastern right of way of Wilderness Parkway;

Exhibit A-4

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being subtended by a chord of North 74°05'43" West for a distance of 41.59' to a point; Thence North 82°52'50" West for a distance of 13.78' to a point on the eastern right of way of Wilderness Parkway;

The permanent easement contains 0.82 acre, more or less, and extends 15' on each side of the centerline described, and is entirely inside the property of Mountain Resort Investors, LLC, being more particularly delineated and described on a certain plat prepared for Big Canoe Utilities Company, Inc. by Cranston, Robertson & Whitehurst, P.C. dated August 31, 2004, and recorded on October 29, 2004 in Plat Book QQ at Page 52 Pickens County, Georgia records, to which reference is made for a more complete description of the easement, its exact location, metes and bounds.

4. **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, recorded in Deed Book 112, pages 30-176, Pickens County, Georgia Records and in Deed Book 87, Pages 31-183, Dawson County, Georgia Records and as amended by that Amendment to Limited Warranty Deed dated January 1, 1987, recorded in Deed Book 126, Pages 511-574, Pickens County, Georgia Records and in Deed Book 99, Pages 125-128, Dawson County, Georgia Records, 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 such property, together with the right to construct, use, inspect, maintain, repair, operate and extend additional such facilities over, under, across and through such property.
5. **WATER EASEMENT.** An easement (the "Water Easement") over, across, under and through all or any portion of such property as described in the Utilities Easement (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 such 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 such 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 such property. This Water Easement shall be limited to use in providing water to properties now or hereafter subject to the Amended and Restated General Declaration of Covenants and Restriction dated March 26, 1988 and recorded in Deed Book 139, beginning at Page 390, Pickens County, Georgia Records and in Deed Book 111, beginning at Page 281, Dawson County, Georgia Records, as the same may be amended from time to time (the "Declaration").

The aforementioned Utilities Easement and Water Easement were conveyed to BCUC by Grant of Easement dated March 24, 1994 recorded in Dawson County records in Book 183 at Pages 31-32 and Pickens County records in Book 219 at Pages 160-161.

Exhibit A-5

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