



**INVITATION TO BID (ITB) PACKAGE
SPC # 425.601**

SALE OF REAL PROPERTY OWNED BY THE STATE OF GEORGIA

PROPERTY LOCATION:

**PARADISE PUBLIC FISHING AREA (PFA) OUTPARCEL
536 PARADISE DRIVE
ENIGMA, GEORGIA 31749
(BERRIEN COUNTY)**

Questions relating to the ITB Process may be sent in writing to:

State Properties Commission
Attn: Paradise PFA-ITB Admin.
E-mail: itb.admin@spc.ga.gov

**BID PACKAGE
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Part 1
INVITATION TO BID

The State Properties Commission ("SPC") is seeking bids for the sale of the following real property ("Property") to be subject to any easements, covenants, and restrictions of record:

APPROXIMATELY 5.715 +/- ACRES AND 0.057 +/- OF AN ACRE ACCESS EASEMENT LOCATED IN LAND LOTS 371 AND 372 OF THE 6TH LAND DISTRICT OF BERRIEN COUNTY, AT 536 PARADISE DRIVE ENIGMA, GEORGIA 31749 AS SHOWN BELOW AND MORE FULLY DESCRIBED ON EXHIBITS "A" AND "B", ATTACHED HERETO.

****THE PROPERTY WILL BE SUBJECT TO A RESERVATION OF CONSERVATION EASEMENT BEING RESERVED AT CLOSING WITH THE SALE, AS AND MORE FULLY DESCRIBED ON EXHIBIT "C", ATTACHED HERETO.****

MAP OF PARCEL



(Yellow and Orange Boundary Lines are Approximate)

The Property is further depicted on the photographs and maps attached hereto as Exhibit “D”.

SPC has set a “Minimum Bid”, as that term is defined in the Instructions to Bidders. The Minimum Bid must equal or exceed \$12,924.

In addition to the purchase price, the buyer shall be required to pay for reimbursement of SPC’s due diligence expenses in the amount of \$11,400.

Sealed Bids (hereinafter “Bid(s)”) must be received by SPC prior to 2:00 p.m., prevailing legal time in Atlanta, Georgia, on Thursday, May 18, 2023 (hereinafter the “Bid Opening Time”). Bids shall be opened in the Finance Conference Room-Suite 2141 (“Bid Room”) located on the 2nd Floor of the Trinity-Washington Building located at 270 Washington Street, N.W., Atlanta, Georgia 30334 (“Bid Opening”). Bids submitted

prior to Bid Opening Time must be mailed or hand delivered to SPC at 270 Washington Street, N.W., Suite 2-129, Atlanta, Georgia 30334. Bids may also be hand delivered to the Bid Room by placing the Bid in the hands of the SPC official presiding over the Bid Opening prior to the Bid Opening Time. An official of SPC shall publicly open and read aloud all properly received Bids at the Bid Opening.

The property will be available for inspection **by appointment only** during the following times:

- **Monday through Friday between the hours of 8:00 a.m. to 4:30 p.m. until the Bid Opening; to schedule an inspection please contact Don Harrison at (912) 285-6094.**

Questions about the ITB process or the Property shall be submitted in writing to Paradise PFA-ITB Admin., via e-mail: itb.admin@spc.ga.gov. The **deadline for submission of questions is noon, Friday, May 12, 2023**. SPC will provide written answers to those questions regarding the ITB process or the Property that are submitted prior to the deadline. Answers shall be posted by **Tuesday, May 16, 2023** on the State Properties Commission Website under the ITB Supporting Documents & Notices Link for this specific property's ITB, which can be found on the page of the following link: <https://gspc.georgia.gov/property-sale-or-lease>.

From the issue date of this solicitation until bids are publicly announced, respondents are not allowed to communicate about this solicitation for any reason with any employees or representatives of the State of Georgia, including SPC, except for submission of questions as instructed herein, or as provided by any existing work agreement(s). For violation of this provision, the SPC reserves the right to reject the bid of the offending respondent.

INVITATION TO BID
EXHIBIT A
PROPERTY DESCRIPTION

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 371 and 372 of the 6th. Land District of Berrien County, Georgia, being more particularly described as follows;

Commencing at a PK Nail at the apparent centerline intersection of Bussey St. and Easters Rd. having State Plane Coordinates of N = 513732.09' and E = 2552778.91'; THENCE S 89°39'54" W for a distance of 254.57 feet to a point at the intersection of the Southern right-of-way (60') of Bussey St. and the Western right-of-way (60') of Sheila Dr.; THENCE N 83°31'26" W for a distance of 74.49 feet along said Southern right-of-way to a DNR Monument; THENCE N 06°44'43" E for a distance of 125.00 feet to a 5/8" rebar having State Plane Coordinates of N = 513863.13' and E = 2552464.98', this being the True Point of Beginning of this Parcel;

THENCE N 83°20'07" W for a distance of 3,023.11 feet to a DNR Monument; THENCE N 83°20'07" W for a distance of 296.21 feet to a point; THENCE N 06°39'53" E for a distance of 75.01 feet to a point; THENCE S 83°20'07" E for a distance of 3,319.41 feet to a point; THENCE S 06°43'53" W for a distance of 75.00 feet to the Point of Beginning of this Parcel.

Containing 5.715 acres, more or less.

LEGAL DESCRIPTION of a 20' ACCESS EASEMENT

That certain 20' access easement land lying and being in Land Lot 371 of the 6th. Land District of Berrien County, Georgia, being more particularly described as follows;

Commencing at a PK Nail at the apparent centerline intersection of Bussey St. and Sheila Dr. having State Plane Coordinates of N = 513732.09' and E = 2552778.91'; THENCE S 89°39'54" W for a distance of 254.57 feet to a point at the intersection of the Southern right-of-way (60') of Bussey St. and the Western right-of-way (60') of Sheila Dr.; THENCE N 83°31'26" W for a distance of 74.49 feet along said Southern right-of-way to a DNR Monument at the Eastern edge of a 20' access easement, this being the True Point of Beginning of this Parcel;

THENCE N 06°43'53" E for a distance of 125.00 feet along the Eastern edge of a 20' access easement to a 5/8" rebar at the terminus of said 20' access easement having State Plane Coordinates of N = 513863.13' and E = 2552464.98'.

Containing 2,500.00 Sq. Ft. or 0.057 Acres more or less.

INVITATION TO BID
EXHIBIT B
NON-EXCLUSIVE ACCESS EASEMENT

After Recording Return to:

STATE OF GEORGIA,
COUNTY OF FULTON:

NON-EXCLUSIVE EASEMENT

THIS NON-EXCLUSIVE EASEMENT, (hereinafter referred to as "Easement,") is made and entered into this _____ day of _____, 20____, (hereinafter referred to as "the date hereof,") with said date being inserted herein by Grantor at the time of its execution, by and between the **STATE OF GEORGIA**, acting by and through the State Properties Commission, whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, Party of the First Part, (hereinafter referred to as "Grantor,") and _____, whose address for purposes of this Easement is _____, Party of the Second Part, (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their successors and assigns where the context requires or permits).

WITNESSETH THAT:

WHEREAS, Grantor is the sole and exclusive owner in fee simple of that certain real property having _____ acres, more or less, and lying and being in Land Lot _____, ____th Land District, _____ County, Georgia (hereinafter referred to as the "Property"); and

WHEREAS, Grantee desires an Easement over the Property for the purpose of constructing, installing, operating, and maintaining ingress and egress access over the Property as more particularly described in Exhibit "A" attached hereto and incorporated herein and by this reference made a part hereof (hereinafter referred to as "Easement Area") for the purpose of providing ingress and egress access at the intersection of Bussey Street and Sheila Drive to Grantee's adjacent property described on Exhibit "B" (hereinafter referred to as "Grantee's Property"); and

WHEREAS, Grantor advertised the sale of the Grantee's Property and the Easement Area through

public competitive bidding; and

WHEREAS, the Grantee herein made a bid thereon; and

WHEREAS, by that certain resolution or other official action dated August 23, 2022 the Board of Natural Resources approved and recommended to the State Properties Commission, the granting of this conveyance; and

WHEREAS, the Grantor, pursuant to its authority under O.C.G.A. § 50-16-34(5), determined and announced Grantee's bid on the Grantee's Property and Easement Area to be the most advantageous to the State Properties Commission at its duly called meeting on _____; and

NOW, THEREFORE, Grantor, for and in consideration of the sum of _____ Dollars and __/100 (\$____), in hand paid by Grantee to Grantor at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, granted and conveyed and by these presents does hereby bargain, sell, grant and convey unto Grantee, to the extent of Grantor's right, title and interest in and to the Easement Area and upon the terms and conditions hereinafter set forth, a non-exclusive easement for the purpose of constructing, installing, operating and maintaining ingress and egress access through the Easement Area.

1.

The Easement Area shall be used solely for the purposes of construction, installation, maintenance, and operation of the ingress and egress access over the Property to Grantee's Property. This Easement shall be perpetual and be for the benefit of and run with the Property.

2.

Grantee shall have the right to remove or cause to be removed from the Easement Area only such trees, bushes and other natural growth as may be reasonably necessary for the proper _construction, installation, maintenance and operation of the ingress and egress access through the Easement Area.

3.

That after the Grantee has put into use the ingress and egress access for which this easement is granted, a subsequent abandonment of the use thereof shall cause a reversion to the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers, and easement granted herein. Upon abandonment, - _____, or its successors and assigns, shall have the option of removing their facilities from the easement area or leaving the same in place, in which event the ingress and egress access shall become the property of the State of Georgia, or its successors and assigns.

4.

Except as herein specifically granted to Grantee, no title is conveyed to Grantee by Grantor therefore no joint ownership is created between Grantor and Grantee. All rights and interest in and to the Easement Area are reserved in Grantor, who may make any use of the Easement Area not inconsistent with

or detrimental to the rights and interest herein granted and conveyed to Grantee.

5.

The Easement Area is being conveyed AS IS, WHERE IS, WITH ALL FAULTS. Grantor makes no representations or warranties of any type, kind, or nature whatsoever including, but not limited to, warranties as to the title, sufficiency of the legal description, suitability to use, or condition of the Easement Area.

6.

Grantee shall obtain any and all required permits from the appropriate governmental agencies as are necessary for its lawful use of the Easement Area and comply with all applicable local, state and federal statutes in its use of the Easement Area.

7.

Upon the approval of the State Properties Commission, Grantee may make improvements to or maintain the Easement Area. Grantee shall be solely responsible for the maintenance of any and all improvements that it makes to the Easement Area. Grantee acknowledges that neither the State of Georgia nor any of its agencies shall be held liable for Grantee's failure to maintain the Easement Area or the improvements made thereon by Grantee.

8.

Grantee shall record this conveyance instrument in the Superior Court of the county or counties in which the Easement Area lies and shall forward a recorded copy of each recorded instrument to the State Properties Commission. The failure of Grantee to provide Grantor with a recorded copy of this conveyance instrument on or before the one hundred and eightieth (180th) day after its execution by the State of Georgia may, at the option of Grantor, result in Grantor's termination of all rights granted to Grantee hereunder. Should Grantor, in its sole discretion, terminate this Easement pursuant to this Paragraph 8, on the sixtieth (60th) day after receipt of notice sent by Grantor to Grantee of the termination, all rights granted to Grantee hereunder will revert to Grantor without the need for any further action by Grantor or Grantee.

9.

9.1 Should Grantor determine that the Easement Area should be relocated to an alternate site on the Property, Grantor may terminate all of the rights in the Easement Area and grant to Grantee, a new nonexclusive easement within the boundaries of the Property, that is substantially equivalent in purpose and function (hereinafter referred to as "Replacement Easement Area"). Expenses incurred by Grantee in the removal and relocation of the improvements from the Easement Area to the Replacement Easement Area may be reimbursed by Grantor if: i) Grantee provides, and Grantor receives in advance of any construction being commenced, a written estimate for the cost of such removal and relocation; and ii) Grantor determines, in Grantor's sole discretion, that the removal and relocation is for the sole benefit of Grantor.

9.2 Should Grantee or any third party desire to relocate the Easement Area, upon written request by Grantee or the third party, Grantor, in its sole discretion, may grant Grantee a Replacement Easement Area

at an alternate site on the Property. Relocation initiated by any party other than Grantor shall be without cost, expense or reimbursement of the Grantor.

10.

10.1 Grantee has the right to terminate this Easement at any time and for any reason by providing Grantor with a quitclaim deed ("Quitclaim Deed") which shall be delivered to Grantor no later than sixty (60) days prior to the intended day of termination. The Quitclaim Deed shall be prepared by Grantor or in a form acceptable to Grantor and shall convey to Grantor all of Grantee's rights and interests in and to the Easement Area. Upon the termination of this Easement, Grantor may, at the option of Grantor, notify Grantee that any or all improvements, temporary and permanent, placed upon the Property by Grantee shall be removed in which event Grantee shall remove such improvements on or before the one hundred and twentieth (120th) calendar day after the date of termination.

10.2 In the event of relocation of Grantee's rights to the Easement Area, Grantee shall execute and deliver to Grantor, no later than one hundred and twenty (120) days after the first day of the discontinued use, a Quitclaim Deed, prepared by or acceptable to Grantor, conveying to Grantor all of Grantee's rights and interest in and to the Easement Area. Grantee's failure to execute and deliver a Quitclaim Deed within the prescribed time to the Grantor, shall not prevent the automatic termination and reversion to Grantor of the Easement rights granted herein.

11.

11.1 If, after Grantee has been authorized to use the Easement Area and to make improvements to the Easement Area either through a license agreement or an instrument of conveyance, Grantee fails to commence construction on the Easement Area or fails to use the Easement Area within a reasonable time thereafter, Grantor, at its discretion, may notify Grantee in writing that Grantee has sixty (60) days from the date of the notification letter ("Notification Date") to respond to the Grantor's determination of non-use. If Grantee fails to provide a satisfactory explanation, as determined in the sole discretion of Grantor, on or before the sixtieth (60th) day after the Notification Date, all the rights and interests granted and conveyed herein to Grantee shall automatically revert to Grantor. On or before the one hundred and twentieth (120th) day after the Notification Date, Grantee shall have the right to remove any and all of Grantee's improvements from the Easement Area. Thereafter, any and all improvements in the Easement Area shall become the absolute and sole property of Grantor without any liability of Grantor to make or pay any compensation therefore to Grantee or to any other person whomsoever, and the Easement Area shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created, or attempted to be created, at any time, by Grantee.

11.2 After Grantee has commenced use of the Easement Area, a subsequent nonuse of the Easement Area for a period of three hundred sixty five (365) consecutive calendar days shall be deemed abandonment, (hereinafter referred to as "Abandonment"). Grantor, at its discretion, may notify Grantee in writing that Grantee has sixty (60) days from the date of the notification letter ("Notification Date") to respond to the Grantor's determination of non-use. If Grantee fails to provide a satisfactory explanation, as determined in the sole discretion of Grantor, on or before the sixtieth (60th) day after the Notification Date, all the rights and interest granted and conveyed herein to Grantee shall automatically revert to Grantor. On or before the one hundred and twentieth (120th) day after the Notification Date, Grantee shall have the right to remove any and all of Grantee's improvements from the Easement Area. Thereafter, any and all improvements in the Easement Area shall become the absolute and sole property of Grantor without any liability of Grantor

to make or pay any compensation therefore to Grantee or to any other person whomsoever, and the Easement Area shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created, or attempted to be created, at any time, by Grantee.

12.

12.1 The rights and interest herein granted and conveyed to Grantee are to be used and enjoyed at the sole risk of Grantee, and in consideration of the benefits to be derived here from, Grantee hereby releases, relinquishes and discharges and agrees to indemnify, protect, save, and hold harmless Grantor and Grantor's officers, members, employees, agents, and representatives (including the State Tort Claims Trust Fund, the State Broad Form Employee Liability Fund and the State Authority Operational Liability Trust Fund) from and against all liabilities, damages, costs and expenses (including all attorney's fees and expenses incurred by Grantor or any of Grantor's officers, members, employees, agents, and representatives), causes of action, suits, demands, judgments, and claims of any nature whatsoever (excluding those based upon the sole negligence of Grantor concerning any activities within the scope of O.C.G.A. § 13-8-2(b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith), arising from, by reason of, or in connection with Grantee's use of, or operations on or near, the Easement Area. This indemnity extends to the successors and assigns of Grantee and survives the termination of this Easement. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the above-referenced or other State self-insurance funds (collectively referred to as the Funds) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division, Grantee agrees to reimburse the Funds for such monies paid out by the Funds.

12.2 Grantee shall procure insurance or by self-insurance maintain the coverages specified below, at Grantee's own expense, and shall furnish Grantor an insurance certificate listing Grantor as the certificate holder, issued by a company acceptable to Grantor. The policy shall not be canceled, changed, allowed to lapse, or allowed to expire until such time as other insurance coverage providing protection equal to protection called for in this paragraph shall have been received, accepted, and acknowledged by Grantor. The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives (Separation of Insureds). Grantee shall notify the Insurer that the statutory requirement that the Attorney General of Georgia must represent and defend the Indemnitees shall remain in full force and effect and is not waived by any policy of insurance. In the event of litigation, any settlement on behalf of the Indemnitees must be expressly approved by the Attorney General. The Grantee and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney General and such counsel. The minimum required coverages and liability limits are as follows:

(a) Commercial General Liability (CGL) Insurance (1993 ISO Occurrence Form or equivalent): Premises and Operations \$1,000,000 per Occurrence; Products and Completed Operations \$1,000,000 per Occurrence; Personal Injury \$1,000,000 per Occurrence; Contractual \$1,000,000 per Occurrence; General Aggregate \$1,000,000 per Project.

(b) Commercial Umbrella Liability Insurance (excess coverage above CGL): \$2,000,000 per Occurrence; \$2,000,000 per Aggregate.

(c) Additional requirements for all policies:

- (i) All policies shall name as additional insureds the officers, members and employees of the State Properties Commission and those of the agency, department or entity in whose custody the Property is maintained, and the State of Georgia;
- (ii) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Grantee and is not expanded to cover claims and losses that are not insurable under the Grantee's policy.

13.

Grantee shall not assign or convey this Easement or any right or interest herein, without the prior written consent of Grantor. Consent to one assignment shall not invalidate this provision, and all later assignments shall likewise be made only on the prior written consent of Grantor.

14.

This Easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, related to the subject matter hereof. This Easement may be amended or modified only by an instrument of equal formality signed by the respective parties.

TO HAVE AND TO HOLD THE EASEMENT AREA unto Grantee so long as the Easement Area is used for the purpose and in accordance with the terms and conditions herein set forth.

IN WITNESS WHEREOF, Grantor, acting pursuant to authority under law and the above-referenced Resolution Act and by and through its duly authorized officers, has caused this Easement to be signed in its name with its official seal affixed hereto, and Grantee has caused this Easement to be signed in its name and delivered to Grantor, all as of the date hereof.

(Signatures commence on next page and remainder of page is intentionally blank)

GRANTOR

STATE OF GEORGIA

Acting by and through the
State Properties Commission

By: _____ (Seal)

GOVERNOR BRIAN P. KEMP
as Chairman of the
State Properties Commission

Attest: _____ (Seal)

NAME:
Title:
State Properties Commission

Signed, sealed and delivered
as to the State Properties Commission
in the presence of:

(Great Seal of
the State of Georgia
Affixed Here)

Unofficial Witness

(Commission Seal
Affixed Here)

Official Witness, Notary Public
My Commission expires:

(Notary public seal
affixed here)

(signatures continue on the next page)

GRANTEE

By: _____ (Seal)
NAME:
Title:

Attest: _____ (Seal)
NAME:
Title:

Signed, sealed and delivered
as to
in the presence of:

Unofficial Witness

Official Witness, Notary Public
My Commission expires:

(Notary public seal
affixed here)

EXHIBIT “A”

Legal Description of Easement

(To be Inserted)

EXHIBIT “B”

Legal Description of Grantee’s Property

(To be Inserted)

**INVITATION TO BID
EXHIBIT C
RESERVATION OF CONSERVATION EASEMENT**

EXHIBIT B TO QUIT CLAIM DEED

RESERVATION OF CONSERVATION EASEMENT

This Conservation Easement is hereby reserved by the STATE OF GEORGIA, acting by and through its STATE PROPERTIES COMMISSION, with custody in the GEORGIA DEPARTMENT OF NATURAL RESOURCES, a Georgia governmental entity (hereinafter "Holder") with the agreement of _____ (hereinafter "Landowner"). This Reservation of Conservation Easement constitutes an integral part of the Quit Claim Deed (hereinafter "Deed") to which it is attached through which Holder is conveying the Property described in Exhibit A to the Deed, located in Berrien County, Georgia to Landowner. By this instrument, Holder conveys the Property to Landowner subject to the terms and conditions of this Conservation Easement, and by Holder's delivery and Landowner's acceptance of the Deed, Landowner accepts the Property subject to the terms and conditions of this Conservation Easement.

RECITALS:

WHEREAS, the Landowner is the owner in fee simple of certain real property (hereinafter "Property") which property is described in Exhibit "A" attached hereto and by this reference is incorporated herein; and

WHEREAS, the Property is: worthy of protection for open space value by the State Properties Commission or recognized as being of significant concern under 26 CFR § 1.170A-14(d)(4)(iv)(a) by the (Georgia Department of Natural Resources), which is evidenced by a "Baseline Study" on file at Holder's office and defined collectively as consisting of maps, photographs, and other documentation that the parties hereto agree provide an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this conservation easement; and

WHEREAS, as described in the Baseline Study, the Property has open space values, (the "Conservation Values"), which are of great importance to the Landowner and Holder; and

WHEREAS, Holder is a governmental unit whose purposes include protecting the natural, scenic or open space values of real property, protecting land for outdoor recreational uses of the general public, and protecting historically important land areas and/or structures; and

WHEREAS, the O.C.G.A. § 44-10-1 et seq., permits the creation of conservation easements for the purposes of, inter alia, maintaining or enhancing water quality and retaining or protecting the natural, scenic, or open space values of real property, and Holder and Landowner wish to avail themselves of the provision of that law; and

WHEREAS, pursuant to that certain 2021 Resolution Act No. 259 (H.B. 619), approved May 7, 2021, the General Assembly authorized conveyance of the Property subject to this Conservation Easement to a private entity and State Properties Commission's approval; and

WHEREAS, the State Properties Commission advertised the sale of the Property subject to this Conservation Easement through public competitive bidding and approved the bid of the Property subject to this Conservation Easement on ____ day of _____, 2023;

NOW THEREFORE, in connection with the conveyance of the Property by the Holder to the Landowner, for and in consideration of the facts recited above and of mutual covenants, terms, conditions and restrictions contained herein, and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Holder hereby reserves and retains unto itself a conservation easement in perpetuity (hereinafter referred to as the "Conservation Easement") over the Property consisting of the following:

PURPOSE

The purposes of this Conservation Easement (collectively, the "Purposes") are: 1) assuring the Property will be retained forever in its natural, scenic, and open condition; and 2) preventing any use of the Property that will significantly impair or interfere with the Conservation Values or interests of the Property. Landowner intends that this Conservation Easement will confine the use of the Property to such activities as are consistent with the Purposes of this Conservation Easement.

AFFIRMATIVE RIGHTS

Right of Entry. Holder shall have the right, in a reasonable manner and at reasonable times, to enter the Property for the purposes of inspecting same to determine compliance herewith, which Holder shall not unreasonably interfere with the Landowner use and quiet enjoyment of the Property.

GENERAL COVENANTS

Prohibited Activities. Any activity on, or use of, the Property materially inconsistent with the Purposes of the Conservation Easement is prohibited. Further, the Property shall be restricted from any development other than as permitted under the Reserved Rights. Except as expressly contemplated herein, the Property shall be maintained in a manner consistent with the following restrictions.

Industrial, and Commercial Use. Industrial and commercial activities are prohibited except for agriculture, timber harvesting, and commercial hunting and fishing as provided in the Reserved Rights. No right of access or ingress across or upon the Property may be allowed or granted if the right of access and ingress is used in conjunction with commercial or industrial activity.

Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural, scenic and aesthetic features is prohibited, except as expressly provided under the Reserved Rights.

New Structures Prohibited. There shall be no construction or placing of new buildings, mobile homes, advertising signs, or billboards on the Property (except Holder may place signs

designating the Property as “protected property”), nor shall there be any placing of radio, cell, or other communication towers or other structures except as necessary in maintenance and replacement of existing structures or structures hereafter placed on the Property in compliance with this Conservation Easement.

Trails. There shall there be no construction of temporary or permanent walkways, pervious or impervious bicycle paths, or nature trails for public use except as allowed herein under Reserved Rights; nor shall there be any construction of parking lots or placement of public facilities on the Property except as permitted under Reserved Rights herein.

Topography and Minerals. Except as otherwise permitted under Reserved Rights, there shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials; nor any dumping of ashes, trash, garbage or other unsightly or offensive material; and no change in the topography of the land in any manner except as permitted under this Conservation Easement for establishment, maintenance, or repair of roads, walkways and construction.

Non-Native Invasive Plant Species. There shall be no intentional planting, introduction, release, or broadcast on the Property of “non-native invasives and pine (*Pinus clausa*) or plant species” is defined as any species listed in Categories 1, 2 or 3 of the “List of Non-native Invasive Plants in Georgia” by the Georgia Exotic Pest Plant Council (the “Council”) or a similar body, in the event the Council no longer exists. There shall be no planting or introduction on the Property of any species listed by the Council. Upon reasonable notice to the Landowner, Holder shall have the right, but not the obligation, to remove non-native invasive vegetation and sand pine seedlings and re-sprouts from the Property.

Waters and Wetlands. Except as otherwise stated under Reserved Rights, there shall be no disruption, pollution or alteration on or from the Property of existing surface or subsurface water flow or natural water courses, fresh water lake and pond shores, marshes, or other water bodies, nor any activities or uses detrimental to water purity or natural water levels and/or flow in or over the Property, nor shall there be any dredging, construction of ponds, groins, or dikes, nor any manipulation of natural water courses on the Property.

Subdivision. There shall be no partitioning or subdivision of the Property. A boundary line adjustment shall not be considered a subdivision provided that advance written approval of the boundary line adjustment is obtained from the Holder.

RESERVED RIGHTS

Reserved Rights. Landowner reserves the following rights.

Management and Maintenance. The Landowner shall have the right to maintain the Property in present condition, including, but not limited to, the right to take action to prevent or control erosion or to protect public health or safety, and to repair any existing residences, buildings roads, water impoundments and associated structures to include dams, spillways, pipes, internal structures, and docks.

Roads. Landowner shall have the right to maintain and repair existing internal roads, firebreaks, and fences on the Property, as described in the Baseline Study. Landowner shall have the right to build small bridges or culverts on any road on the Property if Landowner deems the same to be necessary for safe travel however, such improvements will be limited to those minimally necessary. Landowner shall have the right to construct additional roads, temporary logging roads or skid trails and firebreaks as necessary for silvicultural activities and the reasonable use and enjoyment of the Property, provided all such roads are less than 30 feet in width.

Recreational Uses. Landowner and its assigns shall have the exclusive right, except as herein provided, to use the Property for recreational purposes, including but not limited to hunting, fishing, horseback riding, bicycles, motorcycles and all-terrain vehicle riding, and hiking.

Food Plots. Landowner shall have the right to plant food plots for hunting and/or wildlife viewing purposes so long as active and inactive gopher tortoise burrows are not collapsed and the location of the food plots within SCAs are located within existing roads or disturbed areas such as old food plots or logging decks. Food plots on the Property or SCAs shall not exceed five (5) acres per 100 acres. In the event that gopher tortoises move into a food plot, the new or inactive burrows must be protected with a 10 ft. radius of no disturbance. Within the food plots, Landowner shall have the right to plant native or non-native plants that promote and enhance wildlife populations, but Landowner shall not plant any invasive exotic plant species that appears in Category 1, Category 1 Alert, or Category 2 on the Georgia Exotic Pest Plant Council Invasive Plant List.

Forest Management. Landowner shall have the right to timber thinning, harvesting, and reforestation, including prescribed burning and clearcutting (collectively, “forest management activities”). Any forest management activities on the Property shall meet or exceed standards accepted as best management practices by the Georgia Forestry Commission and is further subject to any of the general covenants relating to such activities included hereinbefore.

Agriculture. Landowner shall have the right to manage the property for agricultural purposes, for personal or commercial use. Any agricultural practices on the Property shall meet or exceed standards accepted as best management practices by the Georgia Soil and Water Conservation Commission.

Commercial Hunting and Fishing. Landowner shall have the right to use the Property for commercial hunting and fishing purposes, such as the sale of hunting and fishing rights or leases, operation of a quail hunting plantation and other similar activities consistent with the Best Management Practices for Forestry. Landowner may grant a right of access or ingress across or upon the Property for such purposes upon existing roads and any additional roads. Landowner shall have the right to place deer stands, hunting blinds, wildlife observation structures, and other hunting equipment upon the Property

Sale or Transfer. Landowner reserves the right to sell, give, or otherwise convey or mortgage the Property, provided any such conveyance is subject to the terms of this Conservation Easement and any mortgage or other lien is subordinated to the terms of this Conservation Easement.

De minimis Recreational Use. Landowner represents that (i) the rights and activities reserved and permitted hereunder relating to recreational activities are consistent with the Purposes herein and as outlined in 26 CFR § 1.170A-14(d), and (ii) such rights and activities do not constitute more than "de minimis" use of the Property for "commercial recreational activities" as those terms are used in 26 USCS § 2031(c). Nevertheless, solely for the purpose of qualifying this Conservation Easement for the estate tax exclusion and any expansion thereof under 26 USCS § 2031(c), or its successor provisions, Landowner (including Landowner's estate, successors and assigns) may elect in writing in recordable form to release and terminate otherwise reserved and permitted "commercial recreational activities" either inter vivos or, alternatively, post mortem, in accordance with 26 USCS § 2031(c), to the extent permitted by 26 USCS § 2031(c), if necessary to qualify for the conservation easement estate tax exclusion under 26 USCS § 2031(c), such election to be recorded in the public records of Berrien County, Georgia. Landowner shall notify Holder in writing of such election.

General. Landowner reserves to itself all rights accruing from its ownership of the Property, including the right to engage in, and to permit or invite others to engage in, any and all uses of the Property that are not prohibited herein, provided: (i) that such uses are consistent with the Purposes and do not materially impair or interfere with the Conservation Values; (ii) that Landowner shall notify Holder in writing and Holder shall have a right of consent in each case prior to the exercise of any reserved right hereunder if the exercise thereof may reasonably be expected to be inconsistent with the Purposes or to materially impair or interfere with the Conservation Values; and (iii) that Landowner hereby acknowledges that pursuant to O.C.G.A. 44-10-4(b) Holder is a necessary party to any proceeding of or before any governmental authority which may result in a license, permit or order for any demolition, alteration or construction on the Property.

Notice of Intention to Undertake Certain Permitted Actions. The Landowner shall notify Holder before exercising any reserved right as required in Treasury Regulation Section 1.170A-14(g)(5)(ii). Whenever notice is required, Landowner shall notify Holder in writing not less than forty-five (45) days prior to the date Landowner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Holder to make an informed judgment as to its consistency with the Purpose of this Conservation Easement.

HOLDER'S REMEDIES

Notice of Violation: Corrective Action. If Holder determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Holder shall give written notice to Landowner of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purposes of the Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Holder. If an event or circumstance of non-compliance is corrected through negotiation and voluntary compliance, Landowner shall reimburse Holder all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

Injunctive Relief. If Landowner fails to cure the violation within thirty (30) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured

within a thirty (30) day period, Landowner fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Holder may bring an action at law or in equity, in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Holder's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Holder's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Holder shall be entitled to the injunctive relief described in herein, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Damages. Holder shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including without limitation, damages for the loss of scenic, aesthetic, or environmental values, attorneys' fees, costs, and fines. Without limiting Landowner's liability therefor, Holder may apply damages recovered to the cost of undertaking any corrective action on the Property.

Emergency Enforcement. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Holder may pursue its remedies under this Section without prior notice to Landowners, or without waiting for the period provided for cure to expire.

Costs of Enforcement. All reasonable costs incurred by Holder in enforcing the terms of this Conservation Easement against Landowner, including without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Landowner's violation of the terms of this Conservation Easement shall be borne by Landowner; provided however, that if Landowner ultimately prevails in a judicial enforcement action each party shall bear its own costs.

Forbearance. Forbearance by Holder to exercise its rights under this Conservation Easement in the event of any breach of any obligation of this Conservation Easement by Landowner, shall not be deemed or construed to be a waiver by Holder of such breach or of any subsequent breach of the same or any other obligation of this Conservation Easement or of any of Holder's rights under this Conservation Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.

Waiver of Certain Defenses. Landowner hereby waives any defenses of laches, estoppel, or prescription.

Third Party Violations. Landowner and Holder retain all remedies at law and equity to protect and defend its respective interest in the Property from any activities or uses by any third party, including Landowner licensees or lessees, which violate or are inconsistent with the Purposes of this Conservation Easement. Landowner agrees to promptly notify Holder of any violation. In the event that either party pursues legal proceedings against a third party violator, then the other party

may, in its sole discretion, join in such legal proceedings; provided that each party shall be responsible for its own legal costs and expenses.

Acts Beyond Landowner's Control. Nothing contained in this Conservation Easement shall be construed to entitle Holder to bring any action against Landowner for injury to or change in the Property resulting from causes beyond Landowner's control, including without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

COSTS, LIABILITIES, TAXES AND ENVIRONMENTAL COMPLIANCE

Costs, Legal Requirements, and Liabilities. Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Landowner remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use, permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable Federal, State and local laws, regulations and requirements. Landowner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Landowner.

Taxes. Landowner shall pay before delinquency, all taxes, assessments, fees and charges (collectively "taxes") of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Holder with satisfactory evidence of payment upon request.

Reserved.

Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Georgia's hazardous waste statutes.

Indemnification. Landowner hereby releases and agrees to hold harmless, indemnify and defend Holder and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assignees of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any Federal, State, or local law, regulation, or requirement, including without limitation, CERCLA and State hazardous waste statutes, by any

person other than the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Sections E(5), and F(1) through F(5) as contained herein.

Subordination. In the event the Property is subject to an existing mortgage, Landowner covenants and warrants it has obtained all lenders' consents to enter into this agreement, and has further obtained subordination agreements from all such lenders, whereby each lender has agreed to subordinate its interest to this Conservation Easement.

EXTINGUISHMENT AND CONDEMNATION

Extinguishment. If circumstances arise in the future that render the Purposes of this Conservation Easement impossible or impractical to accomplish, this Conservation Easement can be extinguished, whether in whole or in part, by mutual consent of the parties hereto or judicial proceedings in a court of competent jurisdiction pursuant to O.C.G.A. §44-10-4.

Condemnation. If any or part of the Property is taken by exercise of the power of eminent domain so as to terminate this Conservation Easement, in whole or in part, Landowner and Holder may act jointly to recover the full value of their respective interests in the Property subject to the taking, and all direct or incidental damages resulting therefrom. If the Property is condemned and Holder cannot recover the value of its Conservation Easement as a defendant in the condemnation proceedings then Holder shall be entitled to a portion of the condemnation proceeds recovered by Landowner that is at least equal to the fair market value of the Conservation Easement be expressed as a percentage interest of the Property as a whole at the time of conveyance, as set forth below in Section G(3).

Value of Easement and Proceeds. Landowner hereby agrees that at the time of the reservation of this Conservation Easement, this Conservation Easement gives rise to a real property right, immediately vested in Holder, with a fair market value that is at least equal to the proportionate value that this Conservation Easement at that time, bears to the value of the Property as a whole at that time which has determined to be 50%. The proportionate value or percentage interest of the Conservation Easement retained by Holder in the Property shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment or termination by sale in lieu of condemnation of the Conservation Easement under Section G.1 and G.2, the Holder on a subsequent sale, exchange, or involuntary conversion, of all or any portion of the Property is entitled to a portion of the proceeds that is at least equal to the Conservation Easement percentage interest identified above, unless the laws of the State of Georgia provide otherwise. The parties may not extinguish or terminate by sale in lieu of condemnation the Conservation Easement until such letter and appraisal is on file at Holder's office. The fair market value of the Property at the time of any such sale, exchange, involuntary conversion or other disposition shall not include any increase in value after the Effective Date of this Conservation Easement which is attributable to improvements that are made by the Landowner.

Application of Proceeds. Holder shall use any proceeds received under the circumstances described in Section G in a manner consistent with the Purposes, including but not limited to the costs to monitor and preserve any portions of the Property that remain subject to this Conservation Easement and/or to monitor, preserve and protect other property with Conservation Values similar to this Property.

ASSIGNMENT

This Conservation Easement is transferable, but Holder may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under 26 USCS § 170(h) (or by any successor provision then applicable), and authorized to acquire and hold conservation easements under the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 et seq., (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Holder shall require that the conservation Purposes that this grant is intended to advance continue to be carried out. Any transferee shall be required to assume Holder's obligations in writing, in a recordable instrument. Holder agrees to give written notice to Landowner of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Holder to give such notice shall not affect the validity of such assignment, nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.

SUBSEQUENT TRANSFERS AND ZONING APPLICATIONS

Subsequent Transfers. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns and shall continue in perpetuity. Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation, a leasehold interest. Landowner further agrees to give written notice to Holder of the transfer of any interest at least ninety (90) days prior to the date of such transfer. Failure by Landowner to perform any act required by this Section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

Notice of Zoning Applications and Building Permits. Landowner, for himself, his heirs, successors and assigns, further agrees to notify Holder in writing of any request to obtain a building permit or to amend the zoning of the Property at least twenty (20) days prior to the filing of such a request with the appropriate governmental agencies. The failure of the Landowner to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Landowner hereby acknowledges that, pursuant to O.C.G.A. §44-10-4(b), Holder is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Property.

GENERAL PROVISIONS

Recordation. Holder shall record this instrument and any amendments hereto in timely fashion in the official records of Berrien County, Georgia, and may record it at any time as may be required to preserve its rights in this Conservation Easement.

Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Georgia.

Liberal Construction. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the Holder to effect the Purposes of this Conservation Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision, to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

Amendment. The parties hereto may amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the Purposes or affects the perpetual duration of this Conservation Easement. Any such amendment shall result in equal or greater protection of the Conservation Values on the Property as identified in Section A. No amendment(s) to this Conservation Easement will be binding unless such amendment is signed by all parties hereto.

Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Landowner" and "Holder," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Landowner and his personal representatives, heirs, successors, and assigns, and the above-named Holder and its successors and assigns.

Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer, shall survive transfer.

Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

Notice. Any notices required or permitted in this Conservation Easement shall be in writing and sent by registered or certified mail, postage prepaid, or overnight delivery, to the following addresses or such other substituted addresses as Landowner or Holder may provide to the other for purposes of providing sufficient notice in their names. Notice is effective immediately if overnight or hand-delivered or three days following the day it is sent by United States Mail:

LANDOWNER:

HOLDER:

State of Georgia
c/o Georgia Department of Natural Resources
Real Estate Office, Suite 1352 East
2 Martin Luther King Jr. Drive, SE
Atlanta, GA 30334-9000

WITH COPY TO:

State Properties Commission
Attn: Deputy Executive Director
270 Washington Street, Suite 2-129
Atlanta, GA 30334

No Merger. Landowner and Holder agree that should Holder, or any successor in interest to Holder, come to own all or a portion of the fee interest subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, (ii) the Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (iii) said owner as promptly as possible shall assign the Holder interest in the Conservation Easement of record to another holder in conformity with the requirements of the Internal Revenue Code. The instrument of assignment shall refer to the provisions of this Section, and shall contain confirmatory language suitable to reimpose this Easement to the extent, if any, necessary to continue it in force.

11. Rights Cumulative. Nothing herein shall be construed to change, alter, or affect any rights that either party hereto may have at law or equity.

12. Venue. The courts of the State of Georgia shall have jurisdiction over any suit, action, mediation or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Conservation Easement or to interpret or enforce any rights under this Easement, and venue shall be in Fulton County, Georgia.

13. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

TO HAVE AND TO HOLD, this Conservation Easement, together with all and singular the appurtenances and privileges belonging or in any way appertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the Holder, its successors and assigns, forever.

Exhibit A – Property Description

(To be Inserted)

**INVITATION TO BID
EXHIBIT D
GENERAL PHOTOGRAPHS AND MAPS**



Subject is an interior wooded tract and not able to be pictured itself; Picture is of surrounding area with Subject area further right of the road/tree line (house not part of subject tract)



Subject is an interior wooded tract and not able to be pictured itself; Picture is of surrounding area with Subject area further right of the road/tree line

Location Map



INVITATION TO BID
Part 2
INSTRUCTIONS TO BIDDERS

Section 1.0 Preparation of Bids:

- 1.1 Bidders must comply with all aspects of this ITB. Bids must be submitted on the “Purchase Bid Form” provided herein. There shall be no additions, deletions, changes, substitutions, or explanations made to the Purchase Bid Form unless otherwise provided for in the form. Additional pages may be permitted where the space provided on the Purchase Bid Form is inadequate for the requested information. Additional pages must reference the name of the bidder or be provided on appropriate company letterhead or other collateral materials. **Please note that all submittals to the SPC are a public record and as such are subject to public review.**

Section 2.0 Submission of Bids:

- 2.1 **The completed Purchase Bid Form must be submitted in a sealed envelope.** The name and address of the bidder should be legibly marked in the front upper left-hand corner of the envelope and the following notation should be marked in the center with the information inserted from the Invitation to Bid:

BID FOR THE PURCHASE OF REAL PROPERTY

OWNED BY THE STATE OF GEORGIA

SPC # 425.601

**NOT TO BE OPENED BEFORE 2:00 (TWO) O’CLOCK PM PREVAILING LEGAL
TIME IN ATLANTA, GEORGIA, THURSDAY, MAY 18, 2023.**

- 2.2 **If the Bid is mailed, the sealed envelope with the annotations required above should be inserted into a second envelope that is addressed for mailing.** The completed Bid may be hand delivered or mailed to the following address:

State Properties Commission
Attn: Paradise PFA-ITB Admin.
270 Washington Street, N.W., Suite 2-129
Atlanta, Georgia 30334

- 2.3 Bids may also be submitted at Bid Opening by placing the Bid in the hands of the SPC official presiding over the Bid Opening prior to Bid Opening Time.

Section 3.0 Earnest Money

Each Bid must be accompanied by a certified or cashier's check drawn and made payable to the order of the "State of Georgia" in the amount of five percent (5%) of the amount of the Bid (hereinafter referred to as the "Earnest Money"). Earnest Money of the bidder whose Bid is accepted by SPC (hereinafter "Successful Bidder") shall be deposited by SPC upon acceptance of the Bid. Earnest Money of the Successful Bidder shall be applied at closing as partial payment of the purchase price unless otherwise negotiated. The Earnest Money of each rejected bidder shall be returned by SPC upon rejection of the Bid by SPC as provided in Section 9.0. The Earnest Money for each Contingent Accepted Bid, as defined in Section 9.0, shall be returned by SPC upon the earlier of when the sale is finalized or expiration of the Bid. Neither SPC, nor the State of Georgia shall pay, or be responsible for the payment of any interest on the amount of the Earnest Money.

Section 4.0 Minimum Bid:

The minimum bid ("Minimum Bid") is the amount established by SPC, and set forth in the Invitation to Bid, as a starting bid, which is the minimum amount that a Bid must meet or exceed in order for the Bid to be considered. If no Bid is received which meets the Minimum Bid, then SPC in its sole discretion may withdraw the Property from sale, reject all Bids, accept the most advantageous Bid, or take any other action that SPC deems to be in its best interest.

Section 5.0 Submission of Bid Constitutes Offer to Contract:

The bidder understands and agrees that its Bid (for purposes of this section and for the remainder of this Invitation to Bid, the term "Bid" refers to any Bid submitted in accordance with Section 2.0 or, if a Best and Final Offer Process is used, any Best and Final Bid submitted in accordance with Section 8.0 is being considered by SPC along with other competitive bids for the purchase of the Property. As such, and in consideration of the mutual agreements of the bidders, the reliance of which the SPC holds based upon the Bids submitted, the bidder understands and agrees that its Bid is an offer to purchase the Property, which is hereby given by the bidder to SPC to accept or reject, and if accepted by the SPC constitutes a binding contract for the sale and purchase of the Property. SPC shall have a period of 120 days from the Bid Opening Time to accept

the Bid as provided in Section 8.0. Bids shall expire 120 days from the Bid Opening Time.

Section 6.0 Withdrawal of Bid:

A Bid may only be withdrawn upon written request received by SPC at the address for submission of bids prior to the Bid Opening Time. No Bid may be withdrawn after it has been publicly opened.

Section 7.0 Opening of Bids:

At the Bid Opening Time, the Bids will be publicly opened by a SPC official and read aloud for the information of bidders and other properly interested persons who may be present. SPC reserves the right to waive any or all formalities or technicalities in the bidding, and may reject any or all of the Bids, initiate the Best and Final Offer Process as defined in Section 8.0, cancel the solicitation or Best and Final Offer Process, or amend the Invitation to Bid.

Section 8.0 Best and Final Offer Process:

- 8.1 A best and final offer process (“Best and Final Offer Process”) may be initiated when multiple Bids are received that meet or exceed the Minimum Bid, or at the discretion of the SPC Executive Director. During the Best and Final Offer Process, Bidders will be given the opportunity to increase their Bid through completion and submittal of a Best and Final Bid Form (“Best and Final Bid”), included herein.
- 8.2 If the Best and Final Offer Process is initiated, a new bid opening date and time (“Best and Final Bid Opening Time”) will be established for submittal of a Best and Final Bid. Notification will be sent to Bidders that the Best and Final Offer Process has been initiated and information about the Best and Final Offer Process, including the Best and Final Bid Opening Time, will be posted on the SPC website. SPC reserves the right to modify the Best and Final Bid Opening Time provided the following conditions are met: each bidder notified of the initiation of the Best and Final Offer Process has responded to SPC in writing by either: 1) submitting a Best and Final Bid prior to the Best and Final Bid Opening Time; or 2) providing notice of its intent not to submit a Best and Final Bid. If SPC modifies the Best and Final Bid Opening Time, the modification will be posted on the SPC website.
- 8.3 The initially submitted Bid (“Initial Bid”), unless expired, will remain in effect and be considered in

the Best and Final Offer Process unless that Bidder submits a Best and Final Bid that exceeds the Initial Bid.

- 8.4 If a bidder chooses to submit a Best and Final Bid that exceeds their Initial Bid, the Bidder shall be required to proportionally increase their Earnest Money to match the Best and Final Bid. The proportionate increase in required Earnest Money will be hereinafter referred to as “Additional Earnest Money” and will be combined with any prior Earnest Money submitted with any prior Bids. *{Example Additional Earnest Money calculation based on the following assumptions: Initial Bid is \$100,000; initial Earnest Money requirement was 5% of the Initial Bid; and Best and Final Bid is \$150,000. In this example, Additional Earnest Money in the amount of \$2,500 would need to be submitted with the Best and Final Bid, as shown:}*

Example Earnest Money Calculations			
<u>Initial Bid Earnest Money Requirement Calculation</u>			
Initial Bid			\$100,000
% Earnest Money Requirement	x	5%	
<i>Initial Bid Earnest Money Requirement</i>	=		<i>\$5,000</i>
<u>Best and Final Bid Earnest Money Requirement Calculation</u>			
Best and Final Bid			\$150,000
% Earnest Money Requirement	x	5%	
<i>Best and Final Bid Earnest Money Requirement</i>	=		<i>\$7,500</i>
<u>Additional Earnest Money Requirement Calculation</u>			
Best and Final Bid Earnest Money Requirement			\$7,500
Initial Bid Earnest Money Requirement	-	\$5,000	
<i>Additional Earnest Money needed with Best and Final Bid</i>	=		<i>\$2,500</i>

- 8.5 Except as modified by this Section, the instructions for submitting the Initial Bid shall apply to the submission of a Best and Final Bid.
- 8.6 Best and Final Bids shall expire 120 days from the Bid Opening Time.

Section 9.0 State Properties Commission Action to Accept Bid:

All Bids received shall be reviewed by the staff of the SPC and transmitted to the members of the SPC for official action at the next scheduled meeting of the SPC. SPC, in its sole discretion, shall determine which Bid is the most advantageous and which Bid(s), if any, should be accepted or rejected (hereinafter "Rejected Bid"). SPC may also elect to contingently accept one or more Bids (hereinafter "Contingent Accepted Bid") so that in the case of the default of the Successful Bidder, SPC will accept the Contingent Accepted Bid.

Section 10.0 Notice of Acceptance of Bid

If a Bid is accepted by SPC, a "Notice of Acceptance" will be sent to the Successful Bidder along with the Sell and Purchase Agreement, a form copy of which is attached hereto as Exhibit "C", for execution. Notice will also be sent to Bidders advising them of the contingent acceptance of their Bids as described in Section 9.0.

Section 11.0 Execution of Sell and Purchase Agreement, Failure to Execute:

- 11.1 The Successful Bidder must execute and return the Sell and Purchase Agreement to SPC within ten (10) calendar days from the date of service of the Notice of Acceptance. The Sell and Purchase Agreement shall be executed by the Bidder with the same requisites, formality, attestation and acknowledgement as is prescribed and required by the laws of the State of Georgia for the execution and recording of deeds or instruments conveying an interest in the real property.
- 11.2 In the event the Successful Bidder fails to return the properly executed duplicate originals of the Sell and Purchase Agreement within ten (10) calendar days as set forth above, the SPC may declare that Bidder in default.
- 11.3 If the Successful Bidder defaults on its obligations hereunder, including the obligation to return the executed Sell and Purchase Agreement, the Earnest Money shall be retained by the SPC as liquidated damages and not as a penalty. The Successful Bidder acknowledges and agrees that the actual damages that would result from the Successful Bidder's default cannot be ascertained and that the Earnest Money represents the best estimate of such damages. If the transaction is not consummated due to the default of the SPC, then the entirety of the Earnest Money shall be returned to the Successful Bidder within thirty (30) days after such a determination is finalized.
- 11.4 In the event the Successful Bidder is declared in default by SPC as provided in 11.2 and 11.3, the SPC

may then accept the next Contingent Accepted Bid.

Section 12.0 Due Diligence Costs

In addition to the purchase price, the Successful Bidder (Purchaser) will be required to wire a separate payment to the State Properties Commission for reimbursement of SPC's due diligence expenses in the amount identified in the Invitation to Bid.

Section 13.0 Notices and Returns:

All notices and returns shall be in writing and shall be given by depositing the same in Certified Mail - Return Receipt Requested, postage prepaid. All returns shall be mailed to the mailing address listed in the Purchase Bid Form. The day upon which such notice is so mailed shall be treated as the date of service.

**INSTRUCTIONS TO BIDDERS
EXHIBIT A**

**SPC # 425.601
BID PURCHASE FORM**

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by the State Properties Commission this offer to purchase the following Property, subject to any easements, covenants, and restrictions of record:

APPROXIMATELY 5.715 +/- ACRES AND AND 0.057 +/- OF AN ACRE ACCESS EASEMENT LOCATED IN LAND LOTS 371 AND 372 OF THE 6TH LAND DISTRICT OF BERRIEN COUNTY, AT 536 PARADISE DRIVE ENIGMA, GEORGIA 31749.

The Bidder hereby warrants and agrees that this Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and without connection with any other person making a Bid, and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud.

Bidder submits this Bid as an offer to purchase the Property, which is hereby given by the Bidder to the SPC, to accept or reject pursuant to the terms of the Invitation to Bid, and if accepted by the SPC, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in Sell and Purchase Agreement.

Attached hereto as Earnest Money is a certified or cashier's check made payable to the order of the "State of Georgia" in the amount of five per cent (5%) of the amount of this Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of SPC's acceptance, the Earnest Money shall be retained by SPC as liquidated damages and not as a penalty.

Bidder further agrees at closing to wire to the SPC reimbursement of due diligence costs in the amount identified in the Invitation to Bid.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

Bid Amount in Numbers: \$ _____

Bid Amount in Words: _____

If this Bid is accepted, the Sell and Purchase Agreement entered into and the Deed shall be conveyed in the name of the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual ☐ Partnership ☐ LLP ☐ LLC ☐ Corporation ☐ Agent ☐

Bidder Street Address: _____

Bidder Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Purchase Bid Form on the signature lines below, attaching additional signature lines as needed)

Executed this _____ day of _____, 20__.

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____

Title: _____

Official Witness,
Notary Public

Attest: _____

Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____

Title: _____

Official Witness,
Notary Public

Attest: _____

Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

**INSTRUCTIONS TO BIDDERS
EXHIBIT B**

**SPC # 425.601
BEST AND FINAL BID FORM**

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by the State Properties Commission this offer to purchase the following Property to be subject to any easements, covenants, and restrictions of record:

APPROXIMATELY 5.715 +/- ACRES AND AND 0.057 +/- OF AN ACRE ACCESS EASEMENT LOCATED IN LAND LOTS 371 AND 372 OF THE 6TH LAND DISTRICT OF BERRIEN COUNTY, AT 536 PARADISE DRIVE ENIGMA, GEORGIA 31749.

The Bidder hereby warrants and agrees that this Best and Final Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and without connection with any other person making a Bid, and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud. Bidder submits this Best and Final Bid as an offer to purchase the Property, which is hereby given by the Bidder to the SPC, to accept or reject pursuant to the terms of the Invitation to Bid, and if accepted by the SPC, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in Sell and Purchase Agreement.

Attached hereto as Additional Earnest Money is a certified or cashier's check made payable to the order of the "State of Georgia" which Additional Earnest Money when combined with the Earnest Money submitted in the Initial Bid shall equal five per cent (5%) of the amount of this Best and Final Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of SPC's acceptance, the Earnest Money shall be retained by SPC as liquidated damages and not as a penalty.

Bidder further agrees at closing to wire to the SPC reimbursement of due diligence costs in the amount identified in the Invitation to Bid.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

Bid Amount in Numbers: \$ _____

Bid Amount in Words: _____

If this Bid is accepted, the Sell and Purchase Agreement entered into and the Deed shall be conveyed in the name of the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual ☐ Partnership ☐ LLP ☐ LLC ☐ Corporation ☐ Agent ☐

Bidder Street Address: _____

Bidder Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Best and Final Bid Form on the signature lines below, attaching additional signature lines as needed)

Executed this _____ day of _____, 20__.

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____

Title: _____

Official Witness,
Notary Public

Attest: _____

Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____

Title: _____

Official Witness,
Notary Public

Attest: _____

Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

INSTRUCTIONS TO BIDDERS
EXHIBIT C
FORM OF SELL AND PURCHASE AGREEMENT

Counterpart No. ____ Of ____
Original Executed Counterparts.
Counterpart Of _____.

STATE OF GEORGIA,
COUNTY OF _____:

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, (hereinafter referred to as this "Agreement"), is made and entered into this ____ day of _____, 20__, (hereinafter referred to as "the date hereof"), by and between the STATE OF GEORGIA, acting by and through its State Properties Commission, a commission of the executive branch of the government of the State of Georgia created by the General Assembly and existing under the Laws of the State of Georgia, whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, hereinafter referred to as "Seller," and _____, whose address is _____, hereinafter referred to as "Purchaser".

WITNESSETH THAT:

WHEREAS, Seller owns certain real property being and lying in _____ County, Georgia, and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property;

WHEREAS, the Seller, pursuant to O.C.G.A. § 50-16-34(5), is authorized to convey the Property; and

WHEREAS, the Seller, pursuant to O.C.G.A. § 50-16-39, advertised the sale of the Property through a public competitive process; and

WHEREAS, the Purchaser made a Bid thereon together with Earnest Money in accordance with the Instructions to Bidders which Bid was duly accepted by Seller at its regular meeting on _____, 20__; and

WHEREAS, Purchaser agrees to reimburse Seller \$ _____ for due diligence expenses and will wire such amount to the SPC's Account prior to closing, as instructed by the Seller.

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of _____ (5% of the Purchase Price), hereinafter referred to as "Earnest Money," the mutual covenants and agreements set forth herein, all of which both parties respectively agree constitutes sufficient consideration; the parties agree as follows:

Section 1
USAGE AND DEFINITIONS

- 1.1 As used in this Agreement, the following words and terms set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:
- 1.1.1 The words "State" and "Georgia" shall mean the "State of Georgia."
- 1.1.2 [Reserved].
- 1.1.3 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser, and when expressed words such as herein, hereto or other words of similar import are assumed as though in each case expressed.
- 1.1.4 The words "execute" or "execution" are used interchangeable herein to mean the signing, sealing and delivery of the called for Deed, instruments, documents and legal pleadings.
- 1.1.5 The term "Seller" as used herein shall mean the State of Georgia as Grantor and shall include its agents, the State Properties Commission, the State of Georgia, and agencies, as the case may dictate.
- 1.1.6 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction" contemplated by this Agreement by the execution, deliveries and acceptances required by this Agreement.
- 1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.
- 1.3 For convenience, when referring herein to Seller, the third person, neuter gender "it" is sometimes used.
- 1.4 For convenience, when referring herein to Purchaser, the third person, masculine gender "he," "his" or "him" is sometimes used.

Section 2
SALE OF PROPERTY

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the provisions hereof, the Property. The Property is to be conveyed "as is, where is," and with all faults and without warranties.

Section 3
PURCHASE PRICE

The Purchase Price of the Property is \$_____ (and written in words here: _____).

Section 4
EARNEST MONEY

Seller has deposited the Purchaser's Earnest Money in the sum of \$_____ (and written in words here: _____) said amount being submitted with Purchaser's Bid, which sum Purchaser agrees shall not earn him any interest. At closing, all Earnest Money shall be applied against the Purchase Price.

Section 5
ENTRY ONTO THE PROPERTY

Acting at Purchaser's own risk and expense, Seller shall permit Purchaser and its authorized representatives to enter onto the Property for the purposes of making an inspection, and appraisal. Prior to entering the Property, Purchaser shall contact seller to arrange a mutually agreeable time for inspection of the Property. Purchaser shall have no right to enter the Property unless and until it arranges an inspection time with Seller. Seller and Purchaser agree the Property is being sold and purchased "by the tract and not by the acreage." In exercising the permission hereby given in this Section 5, Purchaser shall and does hereby agree to indemnify, defend and hold Seller harmless from any loss or liability suffered by Seller.

Section 6
SELLER REPRESENTATIONS

- 6.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller), upon which Purchaser is entitled to rely and each of which shall be deemed to be material to this Agreement:
- 6.1.1 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (Official Code of Georgia Annotated - O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution and implementation of this Agreement.
- 6.1.2 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. Seller has not surveyed or inspected the Property to determine the existence of any hazardous materials, substances or constituents. The purchase and sale is made "as is, where is, and with all faults."

Section 7
RISK OF LOSS AND DAMAGE

- 7.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.
- 7.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at his option, may cancel

this agreement, whereupon Seller shall return the Earnest Money to Purchaser and thereafter the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

Section 8 TITLE EXAMINATION

Purchaser shall have forty-five (45) days commencing with execution of this Agreement to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, from a duly authorized title insurance company (issued through its Georgia Office) to insure, at its standard rates or less, Purchaser and the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement (hereinafter referred to as "commitment"). If the commitment sets up (or sets forth) any title objection(s), Seller agrees to analyze said title objection(s) and determine, in its sole discretion, whether or not to cure the same. Purchaser understands and agrees that the Property is sold "as is, where is, and with all faults" and Seller makes no warranty of any type or kind whatsoever.

Section 9 CLOSING

9.1 The Closing Date of this transaction shall be on or before _____, and the time and place of Closing, shall be designated by Purchaser, and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the Closing Attorney shall represent Purchaser at the Closing.

9.2 At Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":

9.2.1 Seller shall pay the following expenses:

(a) Fees of the Seller's attorney; and

9.2.2 Purchaser shall pay the following expenses, and those specified elsewhere in Section 9:

- (a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and
- (b) Fee for examination and certification of the title to the Property; and
- (c) Fee and premium to a title insurance company for the commitment and any issued owners title insurance policy; and
- (d) Expenses for filing and recording the Quitclaim Deed with the _____ County Clerk of Superior Court, as required by Seller, or any other appropriate local authorities, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
- (e) The expenses of any inspection or appraisal obtained by Purchaser; and
- (f) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county; and
- (g) Any other expenses actually incurred by Purchaser.

9.3 At the Closing, Seller and Purchaser shall each deliver to the other the following:

9.3.1 Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 9.4 hereof.

9.3.2 Seller shall deliver to Purchaser the following:

- (a) A Quitclaim Deed subject to Reservation of Conservation Easement in the form attached hereto as EXHIBIT "B", conveying to Purchaser, fee simple, all of Seller's right, title and interest in and to the Property; and
- (b) A Non-Exclusive Easement in the form attached hereto as EXHIBIT "C", conveying to Purchaser, a non-exclusive easement for ingress and egress access to the Property; and
- (c) An owner's affidavit, executed by a designated official of Seller, sufficient to enable Purchaser to have deleted from its owners title insurance policy any exception for unfilled mechanics' and materialmens' liens; and
- (d) If requested, a copy of official records of Seller authorizing execution of the Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction; and
- (e) A State of Georgia Real Estate Transfer Tax Declaration.

9.4 At the Closing, Purchaser shall tender to Seller a cashier's check, payable to Seller in the amount of the Purchase Price, less the amount of Earnest Money, or at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller.

9.5 At the Closing, Purchaser shall tender to the Seller, as instructed, at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller \$_____ as payment for Seller's due diligence expenses for this sale.

Section 10

DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser all the possession it has in and to the Property in the same condition as the Property exist on the date hereof, acts of God, normal wear and tear, and the commission of any criminal acts on or to the Property, excepted.

Section 11

DEFAULT

11.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect to cancel this Agreement, whereupon Seller shall return the Earnest Money to Purchaser and Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.

- 11.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default hereunder, the Earnest Money paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

Section 12 NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked.

Section 13 ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller

Section 14 REAL ESTATE BROKERS AND ATTORNEYS

Seller represents that it has retained no agent or broker in this transaction. Purchaser warrants that they have retained no broker to represent them in this transaction; however, should Purchaser retain a broker or attorney to represent them, Purchaser covenants and agrees to discharge all financial obligations to such broker or attorney, and further covenants and agrees to indemnify and hold Seller harmless from all claims and liabilities from any such brokers or attorneys.

Section 15 GENERAL PROVISIONS OF THIS AGREEMENT

- 15.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- 15.2 All time limits stated herein are of the essence of this offer and Agreement.
- 15.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Deed or any other instruments, documents or pleadings executed by the parties either prior to or at

the Closing.

- 15.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.
- 15.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 15.7 This Agreement is executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

Section 16
ENTIRE AGREEMENT

This Agreement, supersedes all prior negotiations, discussions, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Seller, acting by and through its duly authorized officials, and Purchaser have caused this Agreement to be signed and sealed on the date hereof.

SELLER:

STATE OF GEORGIA
Acting By and Through Its State Properties
Commission

By: _____ (Seal)
GOVERNOR BRIAN P. KEMP, as
Chairman of the State Properties Commission

Attest: _____ (Seal)
Name: _____
Title: _____

(State Properties Commission Seal Affixed Here)

(Seal of the State of Georgia Affixed Here)

Signed, sealed and delivered, as to Seller, in our presence:

Unofficial Witness

Official Witness, Notary Public

(Notary Public Seal Affixed Here)

My Commission Expires: _____

PURCHASER:

By: _____
(Seal if Corporation)

Name: _____
Title: _____

Attest: _____
Corporations Only

Signed, sealed and delivered, as to Purchaser, in our presence:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires: _____
(Notary Public Seal Affixed Here)

Form of Sell and Purchase Agreement
Exhibit "A"

(Property Description to be Inserted)

Form of Sell and Purchase Agreement
Exhibit "B"
Quitclaim Deed

After Recording Return to:

STATE OF GEORGIA,
COUNTY OF _____:

QUITCLAIM DEED

THIS INDENTURE, hereinafter referred to as "Deed", is made this ____ day of ____, 20__, by and between the **STATE OF GEORGIA**, acting by and through its State Properties Commission (hereinafter referred to as "SPC", a commission of the executive branch of the government of the State of Georgia created by the General Assembly and existing under the Laws of the State of Georgia, whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, party of the first part, hereinafter called "Grantor," and _____, party of the second part, hereinafter called "Grantee," (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain improved real property lying and being in Land Lot No. ____, ____ Land District, _____ County, Georgia, commonly known as the address of _____ Street, within the City of _____, Georgia (hereinafter the "Property"), in the custody of _____, more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Grantor advertised the sale of the Property through public competitive bidding; and

WHEREAS, the Grantee herein made a bid thereon; and

WHEREAS, the Grantor, pursuant to its authority under O.C.G.A. § 50-16-34(5), determined and announced the said bid to be the most advantageous to the SPC at its regular meeting held on _____, 20__; and

WHEREAS, Grantor hereby reserves and retains the conservation Easement (“Conservation Easement”) as set forth, described, and delineated as Exhibit B attached hereto and incorporated herein; and

NOW, THEREFORE, Grantor, for and in consideration of the payment of _____ DOLLARS (\$ _____) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, convey and forever quitclaim unto Grantee all of Grantor's right, title and interest in the Property, being more particularly described in Exhibit A, which is attached hereto, incorporated herein and by this reference made a part hereof.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, without warranty of any type, kind or nature whatsoever.

IN WITNESS WHEREOF, Grantor, has caused these presents to be signed, sealed and delivered in its name and with its seal affixed, by its State Properties Commission, acting by and through the Governor of the State of Georgia, as Chairman of the State Properties Commission, on the day, month and year first above written.

(SIGNATURES ON BEGINS ON NEXT PAGE)

SELLER:

STATE OF GEORGIA

By: _____(Seal)
GOVERNOR BRIAN P. KEMP, as
Chairman of the State Properties Commission

Attest: _____(Seal)
Name: _____
Title: _____

(State Properties Commission Seal Affixed Here)

(Seal of the State of Georgia Affixed Here)

Signed, sealed and delivered, as to Seller, in our presence:

Unofficial Witness

Official Witness, Notary Public

(Notary Public Seal Affixed Here)

My Commission Expires: _____

Quitclaim Deed
Exhibit A

(Legal Description to be Inserted)

Quitclaim Deed
Exhibit B

RESERVATION OF CONSERVATION EASEMENT

This Conservation Easement is hereby reserved by the STATE OF GEORGIA, acting by and through its STATE PROPERTIES COMMISSION, with custody in the GEORGIA DEPARTMENT OF NATURAL RESOURCES, a Georgia governmental entity (hereinafter "Holder") with the agreement of _____ (hereinafter "Landowner"). This Reservation of Conservation Easement constitutes an integral part of the Quit Claim Deed (hereinafter "Deed") to which it is attached through which Holder is conveying the Property described in Exhibit A to the Deed, located in Berrien County, Georgia to Landowner. By this instrument, Holder conveys the Property to Landowner subject to the terms and conditions of this Conservation Easement, and by Holder's delivery and Landowner's acceptance of the Deed, Landowner accepts the Property subject to the terms and conditions of this Conservation Easement.

RECITALS:

WHEREAS, the Landowner is the owner in fee simple of certain real property (hereinafter "Property") which property is described in Exhibit "A" attached hereto and by this reference is incorporated herein; and

WHEREAS, the Property is: worthy of protection for open space value by the State Properties Commission or recognized as being of significant concern under 26 CFR § 1.170A-14(d)(4)(iv)(a) by the (Georgia Department of Natural Resources), which is evidenced by a "Baseline Study" on file at Holder's office and defined collectively as consisting of maps, photographs, and other documentation that the parties hereto agree provide an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this conservation easement; and

WHEREAS, as described in the Baseline Study, the Property has open space values, (the "Conservation Values"), which are of great importance to the Landowner and Holder; and

WHEREAS, Holder is a governmental unit whose purposes include protecting the natural, scenic or open space values of real property, protecting land for outdoor recreational uses of the general public, and protecting historically important land areas and/or structures; and

WHEREAS, the O.C.G.A. § 44-10-1 et seq., permits the creation of conservation easements for the purposes of, inter alia, maintaining or enhancing water quality and retaining or protecting the natural, scenic, or open space values of real property, and Holder and Landowner wish to avail themselves of the provision of that law; and

WHEREAS, pursuant to that certain 2021 Resolution Act No. 259 (H.B. 619), approved May 7, 2021, the General Assembly authorized conveyance of the Property subject to this Conservation Easement to a private entity and State Properties Commission's approval; and

WHEREAS, the State Properties Commission advertised the sale of the Property subject to this Conservation Easement through public competitive bidding and approved the bid of the Property subject to this Conservation Easement on ____ day of _____, 2023;

NOW THEREFORE, in connection with the conveyance of the Property by the Holder to the Landowner, for and in consideration of the facts recited above and of mutual covenants, terms, conditions and restrictions contained herein, and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Holder hereby reserves and retains unto itself a conservation easement in perpetuity (hereinafter referred to as the "Conservation Easement") over the Property consisting of the following:

PURPOSE

The purposes of this Conservation Easement (collectively, the "Purposes") are: 1) assuring the Property will be retained forever in its natural, scenic, and open condition; and 2) preventing any use of the Property that will significantly impair or interfere with the Conservation Values or interests of the Property. Landowner intends that this Conservation Easement will confine the use of the Property to such activities as are consistent with the Purposes of this Conservation Easement.

AFFIRMATIVE RIGHTS

Right of Entry. Holder shall have the right, in a reasonable manner and at reasonable times, to enter the Property for the purposes of inspecting same to determine compliance herewith, which Holder shall not unreasonably interfere with the Landowner use and quiet enjoyment of the Property.

GENERAL COVENANTS

Prohibited Activities. Any activity on, or use of, the Property materially inconsistent with the Purposes of the Conservation Easement is prohibited. Further, the Property shall be restricted from any development other than as permitted under the Reserved Rights. Except as expressly contemplated herein, the Property shall be maintained in a manner consistent with the following restrictions.

Industrial, and Commercial Use. Industrial and commercial activities are prohibited except for agriculture, timber harvesting, and commercial hunting and fishing as provided in the Reserved Rights. No right of access or ingress across or upon the Property may be allowed or granted if the right of access and ingress is used in conjunction with commercial or industrial activity.

Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural, scenic and aesthetic features is prohibited, except as expressly provided under the Reserved Rights.

New Structures Prohibited. There shall be no construction or placing of new buildings, mobile homes, advertising signs, or billboards on the Property (except Holder may place signs designating the Property as “protected property”), nor shall there be any placing of radio, cell, or other communication towers or other structures except as necessary in maintenance and replacement of existing structures or structures hereafter placed on the Property in compliance with this Conservation Easement.

Trails. There shall there be no construction of temporary or permanent walkways, pervious or impervious bicycle paths, or nature trails for public use except as allowed herein under Reserved Rights; nor shall there be any construction of parking lots or placement of public facilities on the Property except as permitted under Reserved Rights herein.

Topography and Minerals. Except as otherwise permitted under Reserved Rights, there shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials; nor any dumping of ashes, trash, garbage or other unsightly or offensive material; and no change in the topography of the land in any manner except as permitted under this Conservation Easement for establishment, maintenance, or repair of roads, walkways and construction.

Non-Native Invasive Plant Species. There shall be no intentional planting, introduction, release, or broadcast on the Property of “non-native invasives and pine (*Pinus clausa*) or plant species” is defined as any species listed in Categories 1, 2 or 3 of the “List of Non-native Invasive Plants in Georgia” by the Georgia Exotic Pest Plant Council (the “Council”) or a similar body, in the event the Council no longer exists. There shall be no planting or introduction on the Property of any species listed by the Council. Upon reasonable notice to the Landowner, Holder shall have the right, but not the obligation, to remove non-native invasive vegetation and sand pine seedlings and re-sprouts from the Property.

Waters and Wetlands. Except as otherwise stated under Reserved Rights, there shall be no disruption, pollution or alteration on or from the Property of existing surface or subsurface water flow or natural water courses, fresh water lake and pond shores, marshes, or other water bodies, nor any activities or uses detrimental to water purity or natural water levels and/or flow in or over the Property, nor shall there be any dredging, construction of ponds, groins, or dikes, nor any manipulation of natural water courses on the Property.

Subdivision. There shall be no partitioning or subdivision of the Property. A boundary line adjustment shall not be considered a subdivision provided that advance written approval of the boundary line adjustment is obtained from the Holder.

RESERVED RIGHTS

Reserved Rights. Landowner reserves the following rights.

Management and Maintenance. The Landowner shall have the right to maintain the Property in present condition, including, but not limited to, the right to take action to prevent or control erosion or to protect public health or safety, and to repair any existing residences, buildings roads, water impoundments and associated structures to include dams, spillways, pipes, internal structures, and docks.

Roads. Landowner shall have the right to maintain and repair existing internal roads, firebreaks, and fences on the Property, as described in the Baseline Study. Landowner shall have the right to build small bridges or culverts on any road on the Property if Landowner deems the same to be necessary for safe travel however, such improvements will be limited to those minimally necessary. Landowner shall have the right to construct additional roads, temporary logging roads or skid trails and firebreaks as necessary for silvicultural activities and the reasonable use and enjoyment of the Property, provided all such roads are less than 30 feet in width.

Recreational Uses. Landowner and its assigns shall have the exclusive right, except as herein provided, to use the Property for recreational purposes, including but not limited to hunting, fishing, horseback riding, bicycles, motorcycles and all-terrain vehicle riding, and hiking.

Food Plots. Landowner shall have the right to plant food plots for hunting and/or wildlife viewing purposes so long as active and inactive gopher tortoise burrows are not collapsed and the location of the food plots within SCAs are located within existing roads or disturbed areas such as old food plots or logging decks. Food plots on the Property or SCAs shall not exceed five (5) acres per 100 acres. In the event that gopher tortoises move into a food plot, the new or inactive burrows must be protected with a 10 ft. radius of no disturbance. Within the food plots, Landowner shall have the right to plant native or non-native plants that promote and enhance wildlife populations, but Landowner shall not plant any invasive exotic plant species that appears in Category 1, Category 1 Alert, or Category 2 on the Georgia Exotic Pest Plant Council Invasive Plant List.

Forest Management. Landowner shall have the right to timber thinning, harvesting, and reforestation, including prescribed burning and clearcutting (collectively, “forest management activities”). Any forest management activities on the Property shall meet or exceed standards accepted as best management practices by the Georgia Forestry Commission and is further subject to any of the general covenants relating to such activities included hereinbefore.

Agriculture. Landowner shall have the right to manage the property for agricultural purposes, for personal or commercial use. Any agricultural practices on the Property shall meet or exceed standards accepted as best management practices by the Georgia Soil and Water Conservation Commission.

Commercial Hunting and Fishing. Landowner shall have the right to use the Property for commercial hunting and fishing purposes, such as the sale of hunting and fishing rights or leases, operation of a quail hunting plantation and other similar activities consistent with the Best Management Practices for Forestry. Landowner may grant a right of access or ingress across or upon the Property for such purposes upon existing roads and any additional roads. Landowner shall have the right to place deer stands, hunting blinds, wildlife observation structures, and other hunting equipment upon the Property

Sale or Transfer. Landowner reserves the right to sell, give, or otherwise convey or mortgage the Property, provided any such conveyance is subject to the terms of this Conservation Easement and any mortgage or other lien is subordinated to the terms of this Conservation Easement.

De minimis Recreational Use. Landowner represents that (i) the rights and activities reserved and permitted hereunder relating to recreational activities are consistent with the Purposes herein and as outlined in 26 CFR § 1.170A-14(d), and (ii) such rights and activities do not constitute more than "de minimis" use of the Property for "commercial recreational activities" as those terms are used in 26 USCS § 2031(c). Nevertheless, solely for the purpose of qualifying this Conservation Easement for the estate tax exclusion and any expansion thereof under 26 USCS § 2031(c), or its successor provisions, Landowner (including Landowner's estate, successors and assigns) may elect in writing in recordable form to release and terminate otherwise reserved and permitted "commercial recreational activities" either inter vivos or, alternatively, post mortem, in accordance with 26 USCS § 2031(c), to the extent permitted by 26 USCS § 2031(c), if necessary to qualify for the conservation easement estate tax exclusion under 26 USCS § 2031(c), such election to be recorded in the public records of Berrien County, Georgia. Landowner shall notify Holder in writing of such election.

General. Landowner reserves to itself all rights accruing from its ownership of the Property, including the right to engage in, and to permit or invite others to engage in, any and all uses of the Property that are not prohibited herein, provided: (i) that such uses are consistent with the Purposes and do not materially impair or interfere with the Conservation Values; (ii) that Landowner shall notify Holder in writing and Holder shall have a right of consent in each case prior to the exercise of any reserved right hereunder if the exercise thereof may reasonably be expected to be inconsistent with the Purposes or to materially impair or interfere with the Conservation Values; and (iii) that Landowner hereby acknowledges that pursuant to O.C.G.A. 44-10-4(b) Holder is a necessary party to any proceeding of or before any governmental authority which may result in a license, permit or order for any demolition, alteration or construction on the Property.

Notice of Intention to Undertake Certain Permitted Actions. The Landowner shall notify Holder before exercising any reserved right as required in Treasury Regulation Section 1.170A-14(g)(5)(ii). Whenever notice is required, Landowner shall notify Holder in writing not less than forty-five (45) days prior to the date Landowner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Holder to make an informed judgment as to its consistency with the Purpose of this Conservation Easement.

HOLDER'S REMEDIES

Notice of Violation: Corrective Action. If Holder determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Holder shall give written notice to Landowner of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purposes of the Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Holder. If an event or circumstance of non-compliance is corrected through negotiation and voluntary compliance, Landowner shall reimburse Holder all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

Injunctive Relief. If Landowner fails to cure the violation within thirty (30) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, Landowner fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Holder may bring an action at law or in equity, in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Holder's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Holder's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Holder shall be entitled to the injunctive relief described in herein, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Damages. Holder shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including without limitation, damages for the loss of scenic, aesthetic, or environmental values, attorneys' fees, costs, and fines. Without limiting Landowner's liability therefor, Holder may apply damages recovered to the cost of undertaking any corrective action on the Property.

Emergency Enforcement. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Holder may pursue its remedies under this Section without prior notice to Landowners, or without waiting for the period provided for cure to expire.

Costs of Enforcement. All reasonable costs incurred by Holder in enforcing the terms of this Conservation Easement against Landowner, including without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Landowner's violation of the terms of this Conservation Easement shall be borne by Landowner; provided however, that if Landowner ultimately prevails in a judicial enforcement action each party shall bear its own costs.

Forbearance. Forbearance by Holder to exercise its rights under this Conservation Easement in the event of any breach of any obligation of this Conservation Easement by Landowner, shall not be deemed or construed to be a waiver by Holder of such breach or of any subsequent breach of the same or any other obligation of this Conservation Easement or of any of Holder's rights under this Conservation Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.

Waiver of Certain Defenses. Landowner hereby waives any defenses of laches, estoppel, or prescription.

Third Party Violations. Landowner and Holder retain all remedies at law and equity to protect and defend its respective interest in the Property from any activities or uses by any third party, including Landowner licensees or lessees, which violate or are inconsistent with the Purposes of this Conservation Easement. Landowner agrees to promptly notify Holder of any violation. In the event that either party pursues legal proceedings against a third party violator, then the other party may, in its sole discretion, join in such legal proceedings; provided that each party shall be responsible for its own legal costs and expenses.

Acts Beyond Landowner's Control. Nothing contained in this Conservation Easement shall be construed to entitle Holder to bring any action against Landowner for injury to or change in the Property resulting from causes beyond Landowner's control, including without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

COSTS, LIABILITIES, TAXES AND ENVIRONMENTAL COMPLIANCE

Costs, Legal Requirements, and Liabilities. Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Landowner remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use, permitted by this Conservation

Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable Federal, State and local laws, regulations and requirements. Landowner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Landowner.

Taxes. Landowner shall pay before delinquency, all taxes, assessments, fees and charges (collectively "taxes") of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Holder with satisfactory evidence of payment upon request.

Reserved.

Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Georgia's hazardous waste statutes.

Indemnification. Landowner hereby releases and agrees to hold harmless, indemnify and defend Holder and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assignees of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any Federal, State, or local law, regulation, or requirement, including without limitation, CERCLA and State hazardous waste statutes, by any person other than the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Sections E(5), and F(1) through F(5) as contained herein.

Subordination. In the event the Property is subject to an existing mortgage, Landowner covenants and warrants it has obtained all lenders' consents to enter into this agreement, and has further obtained subordination agreements from all such lenders, whereby each lender has agreed to subordinate its interest to this Conservation Easement.

EXTINGUISHMENT AND CONDEMNATION

Extinguishment. If circumstances arise in the future that render the Purposes of this Conservation Easement impossible or impractical to accomplish, this Conservation Easement can be extinguished, whether in whole or in part, by mutual consent of the parties hereto or judicial proceedings in a court of competent jurisdiction pursuant to O.C.G.A. §44-10-4.

Condemnation. If any or part of the Property is taken by exercise of the power of eminent domain so as to terminate this Conservation Easement, in whole or in part, Landowner and Holder may act jointly to recover the full value of their respective interests in the Property subject to the taking, and all direct or incidental damages resulting therefrom. If the Property is condemned and Holder cannot recover the value of its Conservation Easement as a defendant in the condemnation proceedings then Holder shall be entitled to a portion of the condemnation proceeds recovered by Landowner that is at least equal to the fair market value of the Conservation Easement be expressed as a percentage interest of the Property as a whole at the time of conveyance, as set forth below in Section G(3).

Value of Easement and Proceeds. Landowner hereby agrees that at the time of the reservation of this Conservation Easement, this Conservation Easement gives rise to a real property right, immediately vested in Holder, with a fair market value that is at least equal to the proportionate value that this Conservation Easement at that time, bears to the value of the Property as a whole at that time which has determined to be 50%. The proportionate value or percentage interest of the Conservation Easement retained by Holder in the Property shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment or termination by sale in lieu of condemnation of the Conservation Easement under Section G.1 and G.2, the Holder on a subsequent sale, exchange, or involuntary conversion, of all or any portion of the Property is entitled to a portion of the proceeds that is at least equal to the Conservation Easement percentage interest identified above, unless the laws of the State of Georgia provide otherwise. The parties may not extinguish or terminate by sale in lieu of condemnation the Conservation Easement until such letter and appraisal is on file at Holder's office. The fair market value of the Property at the time of any such sale, exchange, involuntary conversion or other disposition shall not include any increase in value after the Effective Date of this Conservation Easement which is attributable to improvements that are made by the Landowner.

Application of Proceeds. Holder shall use any proceeds received under the circumstances described in Section G in a manner consistent with the Purposes, including but not limited to the costs to monitor and preserve any portions of the Property that remain subject to this Conservation Easement and/or to monitor, preserve and protect other property with Conservation Values similar to this Property.

ASSIGNMENT

This Conservation Easement is transferable, but Holder may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under 26 USCS § 170(h) (or by any successor provision then applicable), and authorized to acquire and hold conservation easements under the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 et seq., (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Holder shall require that the conservation Purposes that this grant is intended to advance continue to be carried out. Any transferee shall be required to assume Holder's obligations in writing, in a recordable instrument. Holder agrees to give written notice to Landowner of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Holder to give such notice shall not affect the validity of such assignment, nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.

SUBSEQUENT TRANSFERS AND ZONING APPLICATIONS

Subsequent Transfers. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns and shall continue in perpetuity. Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation, a leasehold interest. Landowner further agrees to give written notice to Holder of the transfer of any interest at least ninety (90) days prior to the date of such transfer. Failure by Landowner to perform any act required by this Section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

Notice of Zoning Applications and Building Permits. Landowner, for himself, his heirs, successors and assigns, further agrees to notify Holder in writing of any request to obtain a building permit or to amend the zoning of the Property at least twenty (20) days prior to the filing of such a request with the appropriate governmental agencies. The failure of the Landowner to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Landowner hereby acknowledges that, pursuant to O.C.G.A. §44-10-4(b), Holder is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Property.

GENERAL PROVISIONS

Recordation. Holder shall record this instrument and any amendments hereto in timely fashion in the official records of Berrien County, Georgia, and may record it at any time as may be required to preserve its rights in this Conservation Easement.

Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Georgia.

Liberal Construction. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the Holder to effect the Purposes of this Conservation Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision, to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

Amendment. The parties hereto may amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the Purposes or affects the perpetual duration of this Conservation Easement. Any such amendment shall result in equal or greater protection of the Conservation Values on the Property as identified in Section A. No amendment(s) to this Conservation Easement will be binding unless such amendment is signed by all parties hereto.

Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Landowner" and "Holder," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Landowner and his personal representatives, heirs, successors, and assigns, and the above-named Holder and its successors and assigns.

Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer, shall survive transfer.

Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

Notice. Any notices required or permitted in this Conservation Easement shall be in writing and sent by registered or certified mail, postage prepaid, or overnight delivery, to the following addresses or such other substituted addresses as Landowner or Holder may provide to the other for purposes of providing sufficient notice in their names. Notice is effective immediately if overnight or hand-delivered or three days following the day it is sent by United States Mail:

LANDOWNER:

HOLDER:

State of Georgia
c/o Georgia Department of Natural Resources
Real Estate Office, Suite 1352 East
2 Martin Luther King Jr. Drive, SE
Atlanta, GA 30334-9000

WITH COPY TO:
State Properties Commission
Attn: Deputy Executive Director
270 Washington Street, Suite 2-129
Atlanta, GA 30334

No Merger. Landowner and Holder agree that should Holder, or any successor in interest to Holder, come to own all or a portion of the fee interest subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, (ii) the Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (iii) said owner as promptly as possible shall assign the Holder interest in the Conservation Easement of record to another holder in conformity with the requirements of the Internal Revenue Code. The instrument of assignment shall refer to the provisions of this Section, and shall contain confirmatory language suitable to reimpose this Easement to the extent, if any, necessary to continue it in force.

11. Rights Cumulative. Nothing herein shall be construed to change, alter, or affect any rights that either party hereto may have at law or equity.

12. Venue. The courts of the State of Georgia shall have jurisdiction over any suit, action, mediation or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Conservation Easement or to interpret or enforce any rights under this Easement, and venue shall be in Fulton County, Georgia.

13. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

TO HAVE AND TO HOLD, this Conservation Easement, together with all and singular

the appurtenances and privileges belonging or in any way appertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the Holder, its successors and assigns, forever.

Exhibit A – Property Description

(To be Inserted)

Form of Sell and Purchase Agreement
Exhibit "C"
Non-Exclusive Easement

After Recording Return to:

STATE OF GEORGIA,
COUNTY OF FULTON:

NON-EXCLUSIVE EASEMENT

THIS NON-EXCLUSIVE EASEMENT, (hereinafter referred to as "Easement,") is made and entered into this _____ day of _____, 20____, (hereinafter referred to as "the date hereof,") with said date being inserted herein by Grantor at the time of its execution, by and between the **STATE OF GEORGIA**, acting by and through the State Properties Commission, whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, Party of the First Part, (hereinafter referred to as "Grantor,") and _____, whose address for purposes of this Easement is _____, Party of the Second Part, (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their successors and assigns where the context requires or permits).

WITNESSETH THAT:

WHEREAS, Grantor is the sole and exclusive owner in fee simple of that certain real property having _____ acres, more or less, and lying and being in Land Lot _____, ____th Land District, _____ County, Georgia (hereinafter referred to as the "Property"); and

WHEREAS, Grantee desires an Easement over the Property for the purpose of constructing, installing, operating, and maintaining ingress and egress access over the Property as more particularly described in Exhibit "A" attached hereto and incorporated herein and by this reference made a part hereof (hereinafter referred to as "Easement Area") for the purpose of providing ingress and egress access at the intersection of Bussey Street and Sheila Drive to Grantee's adjacent property described on Exhibit "B" (hereinafter referred to as "Grantee's Property"); and

WHEREAS, Grantor advertised the sale of the Grantee's Property and the Easement Area through public competitive bidding; and

WHEREAS, the Grantee herein made a bid thereon; and

WHEREAS, by that certain resolution or other official action dated August 23, 2022 the Board of Natural Resources approved and recommended to the State Properties Commission, the granting of this conveyance; and

WHEREAS, the Grantor, pursuant to its authority under O.C.G.A. § 50-16-34(5), determined and announced Grantee's bid on the Grantee's Property and Easement Area to be the most advantageous to the State Properties Commission at its duly called meeting on _____; and

NOW, THEREFORE, Grantor, for and in consideration of the sum of _____ Dollars and __/100 (\$____), in hand paid by Grantee to Grantor at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, granted and conveyed and by these presents does hereby bargain, sell, grant and convey unto Grantee, to the extent of Grantor's right, title and interest in and to the Easement Area and upon the terms and conditions hereinafter set forth, a non-exclusive easement for the purpose of constructing, installing, operating and maintaining ingress and egress access through the Easement Area.

1.

The Easement Area shall be used solely for the purposes of construction, installation, maintenance, and operation of the ingress and egress access over the Property to Grantee's Property. This Easement shall be perpetual and be for the benefit of and run with the Property.

2.

Grantee shall have the right to remove or cause to be removed from the Easement Area only such trees, bushes and other natural growth as may be reasonably necessary for the proper _construction, installation, maintenance and operation of the ingress and egress access through the Easement Area.

3.

That after the Grantee has put into use the ingress and egress access for which this easement is granted, a subsequent abandonment of the use thereof shall cause a reversion to the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers, and easement granted herein. Upon abandonment, -_____, or its successors and assigns, shall have the option of removing their facilities from the easement area or leaving the same in place, in which event the ingress and egress access shall become the property of the State of Georgia, or its successors and assigns.

4.

Except as herein specifically granted to Grantee, no title is conveyed to Grantee by Grantor therefore no joint ownership is created between Grantor and Grantee. All rights and interest in and to the Easement Area are reserved in Grantor, who may make any use of the Easement Area not inconsistent with or detrimental to the rights and interest herein granted and conveyed to Grantee.

5.

The Easement Area is being conveyed AS IS, WHERE IS, WITH ALL FAULTS. Grantor makes no representations or warranties of any type, kind, or nature whatsoever including, but not limited to, warranties as to the title, sufficiency of the legal description, suitability to use, or condition of the Easement Area.

6.

Grantee shall obtain any and all required permits from the appropriate governmental agencies as are necessary for its lawful use of the Easement Area and comply with all applicable local, state and federal statutes in its use of the Easement Area.

7.

Upon the approval of the State Properties Commission, Grantee may make improvements to or maintain the Easement Area. Grantee shall be solely responsible for the maintenance of any and all improvements that it makes to the Easement Area. Grantee acknowledges that neither the State of Georgia nor any of its agencies shall be held liable for Grantee's failure to maintain the Easement Area or the improvements made thereon by Grantee.

8.

Grantee shall record this conveyance instrument in the Superior Court of the county or counties in which the Easement Area lies and shall forward a recorded copy of each recorded instrument to the State Properties Commission. The failure of Grantee to provide Grantor with a recorded copy of this conveyance instrument on or before the one hundred and eightieth (180th) day after its execution by the State of Georgia may, at the option of Grantor, result in Grantor's termination of all rights granted to Grantee hereunder. Should Grantor, in its sole discretion, terminate this Easement pursuant to this Paragraph 8, on the sixtieth (60th) day after receipt of notice sent by Grantor to Grantee of the termination, all rights granted to Grantee hereunder will revert to Grantor without the need for any further action by Grantor or Grantee.

9.

9.1 Should Grantor determine that the Easement Area should be relocated to an alternate site on the Property, Grantor may terminate all of the rights in the Easement Area and grant to Grantee, a new nonexclusive easement within the boundaries of the Property, that is substantially equivalent in purpose and function (hereinafter referred to as "Replacement Easement Area"). Expenses incurred by Grantee in the removal and relocation of the improvements from the Easement Area to the Replacement Easement Area may be reimbursed by Grantor if: i) Grantee provides, and Grantor receives in advance of any construction being commenced, a written estimate for the cost of such removal and relocation; and ii) Grantor determines, in Grantor's sole discretion, that the removal and relocation is for the sole benefit of Grantor.

9.2 Should Grantee or any third party desire to relocate the Easement Area, upon written request by Grantee or the third party, Grantor, in its sole discretion, may grant Grantee a Replacement Easement Area at an alternate site on the Property. Relocation initiated by any party other than Grantor shall be without cost, expense or reimbursement of the Grantor.

10.

10.1 Grantee has the right to terminate this Easement at any time and for any reason by providing Grantor with a quitclaim deed ("Quitclaim Deed") which shall be delivered to Grantor no later than sixty (60) days prior to the intended day of termination. The Quitclaim Deed shall be prepared by Grantor or in a form acceptable to Grantor and shall convey to Grantor all of Grantee's rights and interests in and to the Easement Area. Upon the termination of this Easement, Grantor may, at the option of Grantor, notify Grantee that any or all improvements, temporary and permanent, placed upon the Property by Grantee shall be removed in which event Grantee shall remove such improvements on or before the one hundred and twentieth (120th) calendar day after the date of termination.

10.2 In the event of relocation of Grantee's rights to the Easement Area, Grantee shall execute and deliver to Grantor, no later than one hundred and twenty (120) days after the first day of the discontinued use, a Quitclaim Deed, prepared by or acceptable to Grantor, conveying to Grantor all of Grantee's rights and interest in and to the Easement Area. Grantee's failure to execute and deliver a Quitclaim Deed within the prescribed time to the Grantor, shall not prevent the automatic termination and reversion to Grantor of the Easement rights granted herein.

11.

11.1 If, after Grantee has been authorized to use the Easement Area and to make improvements to the Easement Area either through a license agreement or an instrument of conveyance, Grantee fails to commence construction on the Easement Area or fails to use the Easement Area within a reasonable time thereafter, Grantor, at its discretion, may notify Grantee in writing that Grantee has sixty (60) days from the date of the notification letter ("Notification Date") to respond to the Grantor's determination of non-use. If Grantee fails to provide a satisfactory explanation, as determined in the sole discretion of Grantor, on or before the sixtieth (60th) day after the Notification Date, all the rights and interests granted and conveyed herein to Grantee shall automatically revert to Grantor. On or before the one hundred and twentieth (120th) day after the Notification Date, Grantee shall have the right to remove any and all of Grantee's improvements from the Easement Area. Thereafter, any and all improvements in the Easement Area shall become the absolute and sole property of Grantor without any liability of Grantor to make or pay any compensation therefore to Grantee or to any other person whomsoever, and the Easement Area shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created, or attempted to be created, at any time, by Grantee.

11.2 After Grantee has commenced use of the Easement Area, a subsequent nonuse of the Easement Area for a period of three hundred sixty five (365) consecutive calendar days shall be deemed abandonment, (hereinafter referred to as "Abandonment"). Grantor, at its discretion, may notify Grantee in writing that Grantee has sixty (60) days from the date of the notification letter ("Notification Date") to respond to the Grantor's determination of non-use. If Grantee fails to provide a satisfactory explanation, as determined in the sole discretion of Grantor, on or before the sixtieth (60th) day after the Notification Date, all the rights and interest granted and conveyed herein to Grantee shall automatically revert to Grantor. On or before the one hundred and twentieth (120th) day after the Notification Date, Grantee shall have the right to remove any and all of Grantee's improvements from the Easement Area. Thereafter, any and all improvements in the Easement Area shall become the absolute and sole property of Grantor without any liability of Grantor to make or pay any compensation therefore to Grantee or to any other person whomsoever, and the Easement Area shall be free and discharged from all and every lien, encumbrance, claim and charge of any

character created, or attempted to be created, at any time, by Grantee.

12.

12.1 The rights and interest herein granted and conveyed to Grantee are to be used and enjoyed at the sole risk of Grantee, and in consideration of the benefits to be derived here from, Grantee hereby releases, relinquishes and discharges and agrees to indemnify, protect, save, and hold harmless Grantor and Grantor's officers, members, employees, agents, and representatives (including the State Tort Claims Trust Fund, the State Broad Form Employee Liability Fund and the State Authority Operational Liability Trust Fund) from and against all liabilities, damages, costs and expenses (including all attorney's fees and expenses incurred by Grantor or any of Grantor's officers, members, employees, agents, and representatives), causes of action, suits, demands, judgments, and claims of any nature whatsoever (excluding those based upon the sole negligence of Grantor concerning any activities within the scope of O.C.G.A. § 13-8-2(b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith), arising from, by reason of, or in connection with Grantee's use of, or operations on or near, the Easement Area. This indemnity extends to the successors and assigns of Grantee and survives the termination of this Easement. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the above-referenced or other State self-insurance funds (collectively referred to as the Funds) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division, Grantee agrees to reimburse the Funds for such monies paid out by the Funds.

12.2 Grantee shall procure insurance or by self-insurance maintain the coverages specified below, at Grantee's own expense, and shall furnish Grantor an insurance certificate listing Grantor as the certificate holder, issued by a company acceptable to Grantor. The policy shall not be canceled, changed, allowed to lapse, or allowed to expire until such time as other insurance coverage providing protection equal to protection called for in this paragraph shall have been received, accepted, and acknowledged by Grantor. The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives (Separation of Insureds). Grantee shall notify the Insurer that the statutory requirement that the Attorney General of Georgia must represent and defend the Indemnitees shall remain in full force and effect and is not waived by any policy of insurance. In the event of litigation, any settlement on behalf of the Indemnitees must be expressly approved by the Attorney General. The Grantee and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney General and such counsel. The minimum required coverages and liability limits are as follows:

(a) Commercial General Liability (CGL) Insurance (1993 ISO Occurrence Form or equivalent):
Premises and Operations \$1,000,000 per Occurrence; Products and Completed Operations
\$1,000,000 per Occurrence; Personal Injury \$1,000,000 per Occurrence; Contractual \$1,000,000
per Occurrence; General Aggregate \$1,000,000 per Project.

(b) Commercial Umbrella Liability Insurance (excess coverage above CGL): \$2,000,000 per
Occurrence; \$2,000,000 per Aggregate.

(c)

Additional requirements for all policies:

- (i) All policies shall name as additional insureds the officers, members and employees of the State Properties Commission and those of the agency, department or entity in whose custody the Property is maintained, and the State of Georgia;
- (ii) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Grantee and is not expanded to cover claims and losses that are not insurable under the Grantee's policy.

13.

Grantee shall not assign or convey this Easement or any right or interest herein, without the prior written consent of Grantor. Consent to one assignment shall not invalidate this provision, and all later assignments shall likewise be made only on the prior written consent of Grantor.

14.

This Easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, related to the subject matter hereof. This Easement may be amended or modified only by an instrument of equal formality signed by the respective parties.

TO HAVE AND TO HOLD THE EASEMENT AREA unto Grantee so long as the Easement Area is used for the purpose and in accordance with the terms and conditions herein set forth.

IN WITNESS WHEREOF, Grantor, acting pursuant to authority under law and the above-referenced Resolution Act and by and through its duly authorized officers, has caused this Easement to be signed in its name with its official seal affixed hereto, and Grantee has caused this Easement to be signed in its name and delivered to Grantor, all as of the date hereof.

(Signatures commence on next page and remainder of page is intentionally blank)

GRANTOR

STATE OF GEORGIA

Acting by and through the
State Properties Commission

By: _____ (Seal)

GOVERNOR BRIAN P. KEMP
as Chairman of the
State Properties Commission

Attest: _____ (Seal)

NAME:
Title:
State Properties Commission

Signed, sealed and delivered
as to the State Properties Commission
in the presence of:

(Great Seal of
the State of Georgia
Affixed Here)

Unofficial Witness

(Commission Seal
Affixed Here)

Official Witness, Notary Public
My Commission expires:

(Notary public seal
affixed here)

(signatures continue on the next page)

GRANTEE

By: _____ (Seal)
NAME:
Title:

Attest: _____ (Seal)
NAME:
Title:

Signed, sealed and delivered
as to
in the presence of:

Unofficial Witness

Official Witness, Notary Public
My Commission expires:

(Notary public seal
affixed here)

EXHIBIT “A”

Legal Description of Easement

(To be Inserted)

EXHIBIT “B”

Legal Description of Grantee’s Property

(To be Inserted)