



Oconee County Board of Commissioners

Addendum 3

DATE: April 26, 2023
TO: All Prospective Bidders
FROM: Procurement Officer
RE: Addendum 3, ITB# 23-04-017 Sale of County Owned Real Property

The following changes are to be incorporated into the solicitation documents dated **April 3, 2023**. All those receiving this addendum should modify their documents to show the below described changes.

- 1. Below you will find answers to questions submitted prior to the deadline of 5:00 pm on April 24, 2023.**
- 2. Historical utility costs for the Government Annex and Library**
- 3. Declaration of Reciprocal Easements Agreement – Library***
- 4. Government Annex Title Policy***

***NOTE** Additional matters may be revealed by a title examination and the County does not make any representations as to the status of the title.

All questions shall be directed to Ms. Jessica Ellis, Procurement Officer via email at ocbids@oconee.ga.us

- 1. Below you will find answers to questions submitted prior to the deadline of 5:00 pm on April 24, 2023.**

Q1: Can the county clarify, or make a statement in regards to the “anticipated” length of lease they will be seeking for the two buildings?

A1: The lease for the Library is dependent on its relocation to Wire Park. The new location is anticipated to open in January 2024. The lease for the Annex is dependent on the County’s relocation to our LAS site of which the timeframe is currently unknown.

Q2: “Oconee shall be entitled to retain the deposit as liquidated damages....” This does or does not include - in the instance that the highest bidder and county cannot mutually agree on lease arrangements?

A2: The County does not anticipate any issues coming to an agreement; However, if both parties cannot agree, the bid will be voided and deposit returned.

Q3: Are there any addenda that need to be acknowledged in the Addenda Acknowledgment page?

A3: Any issued addenda can be found at the link below:

<https://vrapp.vendorregistry.com/Bids/View/Bid/d5134f3e-c24e-424d-8389-f73fec033c14>

Q4: If buying in the name of an LLC, is the Corporate certificate required? It states that I'm named a "contractor". I'm not a contractor, I'm managing member. And it's a single member LLC so it's just me with no additional corporate secretary that's required to sign. Or should I use the individual certificate along with the Certificate of Non-Collusion? Please advise me on the appropriate forms needed to submit a bid.

A4: The affidavit completed should coordinate with the selection made in box 3 on your W9. The Certificate of Non-Collusion was inadvertently left off the Bidder's Checklist. This form should be completed and submitted in addition to an affidavit.

Q5: Will the earnest money deposit be held by the County or closing attorney?

A5: Earnest money will be held by the County.

Q6: The documents state that a lease agreement back to the County will be discussed and negotiated with the successful bidder. That is very open-ended. What if an agreement is not able to be reached with the successful bidder? What happens then? Does Oconee County already have a proposed lease amount and terms that they can provide? I'm good with a lease back but would like some clarity and guidance if possible.

A6: The County does not anticipate any issues coming to an agreement; However, if both parties cannot agree, the bid will be voided and deposit returned. The County does not have a proposed lease amount or terms at this time.

Q7: There appears to be additional property behind the library. Is there any reason Oconee County would prevent an additional parking lot to be constructed there if needed for future use?

A7: Because the property is within the city limits, the City of Watkinsville will determine any future development of the property.

Q8: Attachment A seems to show that the SE property line runs through the parking lot. How many parking spaces are part of the property? Are there either existing agreements for additional parking with property owners on either side (particularly, the post office building and the health center) or are there easements in place that allow for parking across the property lines (i.e., with the health center)?

A8: The Library has 28 (26 regular & 2 handicap) parking spaces available in front and 8 parking spaces available in back. There currently is not an arrangement in place regarding parking. Please review the attached reciprocal easement agreement for all shared facilities.

Q9: We're interested in the efficiency of the A/C units installed. Are you able to tell me a rough estimate of the monthly electricity costs of the building?

A9: Attached you will find utility costs for both buildings for the past 12 months.

Q10: On page 11, the property description indicates the roof is original, which I presume means hasn't been repaired or refinished since the 90s. Have there been any known roof leaks in the past year or so?

A10: The County has not experienced/repared any roof leaks on either the Annex or the Library in the past 2 years.

Q11: Are sprinklers installed in the building?

A11: Sprinklers are installed in both the Annex and the Library.

Q12: Are there any known code-issues with the building in its present use?

A12: The County is not aware of any current code-issues for either the Annex or the Library.

Q13: What category of commercial zoning is the property?

A13: Please contact the City of Watkinsville regarding current and/or future zoning of both the Annex and the Library.

Q14: Has a property inspection been completed on the property within the past year? If not, would we have the option of doing this (at our expense)?

A14: A property inspection has not been completed in the past year. Yes, potential buyers can conduct a property inspection at their expense.

Q15: Can you provide the cost of utilities for the past 12 months for property A and Property B?

A15: Attached you will find utility costs for both buildings for the past 12 months.

Library - Electricity	
Month	Amount
March 2022	1,739.66
April 2022	1,742.28
May 2022	1,744.88
June 2022	1,902.37
July 2022	1,999.82
August 2022	2,053.19
September 2022	1,942.18
October 2022	1,867.73
November 2022	1,799.79
December 2022	1,826.16
January 2023	1,831.49
February 2023	1,815.72

Annex - Electricity	
Month	Amount
March 2022	\$2,335.85
April 2022	\$2,294.03
May 2022	\$2,300.99
June 2022	\$2,467.57
July 2022	\$2,616.96
August 2022	\$2,537.00
September 2022	\$2,529.92
October 2022	\$2,322.34
November 2022	\$1,984.50
December 2022	\$2,003.51
January 2023	\$2,022.97
February 2023	\$2,075.88

Library - Water/Sewerage	
Month	Amount
April 2022	154.11
May 2022	162.21
June 2022	215.95
July 2022	132.63
August 2022	134.06
September 2022	143.60
October 2022	135.64
November 2022	158.42
December 2022	125.38
January 2023	198.05
February 2023	260.54
March 2023	240.40

Annex - Water/Sewerage	
Month	Amount
April 2022	\$198.42
May 2022	\$205.66
June 2022	\$180.22
July 2022	\$226.19
August 2022	\$247.13
September 2022	\$359.42
October 2022	\$212.38
November 2022	\$202.83
December 2022	\$196.79
January 2023	\$201.17
February 2023	\$186.44
March 2023	\$193.70

Library - Natural Gas	
Month	Amount
March 2022	476.93
April 2022	300.21
May 2022	217.38
June 2022	204.24
July 2022	202.77
August 2022	202.54
September 2022	229.19
October 2022	229.30
November 2022	276.97
December 2022	505.85
January 2023	835.34
February 2023	634.16
MAR 2023	323.23

DOC# 000600
FILED IN OFFICE
2/24/2023 11:17 AM
BK#1727 PG#263-272
ANGELA ELDER-JOHNSON
CLERK OF SUPERIOR
COURT
OCONEE COUNTY

After Recording, Return to:
Daniel C. Haygood
Post Office Box 207
Watkinsville, GA 30677

DECLARATION OF RECIPROCAL EASEMENTS

THIS DECLARATION OF RECIPROCAL EASEMENTS (hereinafter referred to as this "Declaration") is made, dedicated and declared this 31st day of January, 2023, by Oconee County, a political subdivision of the State of Georgia (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of those certain tracts or parcels of real property lying and being in the City of Watkinsville, 221st District, G. M., Oconee County, Georgia, and being more particularly described on Exhibit "A", which is attached hereto and incorporated herein by specific reference (hereinafter referred to as the "Property"); and

WHEREAS, the Property consists of four parcels, with the Property subdivided to form Tract 1, Tract 2, Tract 3 and Tract 4 as shown and depicted on the survey which is attached hereto as Exhibit "B" and incorporated herein by specific reference thereto (hereinafter referred to as the "Site Plan"), said parcels being identified and depicted on the Site Plan, and being hereinafter referred to individually herein as "Tract 1," "Tract 2," and "Tract 3" and Tract 4", respectively, and which shall be hereinafter referred to collectively as the "Tracts," and shall be sometimes hereinafter referred to each individually as a "Tract"; and

WHEREAS, Owner and any subsequent owners or successors in title to Owner at any time owning an interest in the Tracts or any part thereof shall be hereinafter referred to collectively as the "Parcel Owners," and shall be sometimes referred to each individually as a "Parcel Owner," and

WHEREAS, Owner is desirous of dedicating, creating and establishing non-exclusive, joint, shared and reciprocal easements over, across, through and under the Tracts for the benefit of each of the Tracts, with such easements being granted in perpetuity for the use, benefit and enjoyment of the Parcel Owners; and

WHEREAS, the easements created hereunder shall be sometimes hereinafter referred to collectively as the "Easements," and the facilities now existing or hereafter placed upon or within the Easements pursuant to the terms and provisions of this Declaration shall be sometimes hereinafter referred to collectively as the "Facilities."

NOW, THEREFORE, for and in consideration of the premises and of the mutual benefits to be derived by the Owner and by each and every subsequent Parcel Owner and any other successors in title to any of the Tracts, Owner hereby creates, dedicates, establishes, promulgates, sets up and declares the joint and reciprocal Easements set forth herein, for the use, benefit and enjoyment of the Parcel Owners, as follows:

1. Easements for Ingress and Egress.

1.01 Owner does hereby grant, convey, create, dedicate, establish and declare non-exclusive, joint and reciprocal easements in perpetuity for vehicular and pedestrian traffic (hereinafter referred to as the "Access Easements") in, upon, over, across and through the Library driveway for USPS and Library use, all as depicted on the Site Plan (hereinafter referred to collectively as the "Access Easement Areas"). In this regard, the Access Easements hereby created shall expressly include the right to ingress and egress. The Access Easements are established and created so that, by way of such Access Easement Areas, the Parcel Owners and their tenants, and their respective owners, employees, customers, agents, contractors, invitees and guests, shall have the benefit of uninterrupted access, ingress and egress to and from the Property and each of the Tracts, to and from Georgia Highway 53 known as Experiment Station Road, a public right-of-way adjacent to the Property, and to and from the Parking Areas (as such term is herein defined) located on each of the Tracts.

1.02 In connection with the granting of the Access Easements by Owner, it is hereby expressly acknowledged and agreed that the only curb cut accesses to Georgia Highway No. 53 and the Tracts is as shown and depicted on the Site Plan.

2 INTENTIONALLY DELETED

3. Storm Water Easement

3.01 Owner does hereby create and establish nonexclusive, joint and reciprocal easements in perpetuity (hereinafter referred to as the "Storm Sewer Easements") for the installation of, use and enjoyment of storm sewer lines, retention areas and appurtenant facilities (hereinafter referred to collectively as the "Storm Sewer Facilities") over and across the Tracts for the purpose of drainage and retention of surface water. The Storm Sewer Easements are depicted on the Site plan and shall cover any lines, retention areas and appurtenant facilities which may now or which hereafter be located on the Tracts and shall include an area reasonably necessary for the purpose of maintenance, repair and replacement of said Storm Sewer Facilities. Such Storm Sewer Easements shall serve each of the Tracts in order to control, direct and provide for storm water and surface water drainage, runoff and retention and for the drainage of surface water. Any Parcel Owners shall have the permanent right to the use and enjoyment of the Storm Sewer Easements and to the Storm Sewer Facilities installed within said easement areas and shall have an easement over and across each of the Tracts and said easement areas for access to said Storm Sewer Facilities for the purpose of maintenance and repair thereof and for the purpose of the construction and installation of such additional Storm Sewer Facilities as shall be hereafter reasonably required. The location of any Storm Sewer Facilities at any time located on any Tract may be relocated, changed or altered by the Parcel Owner on whose Tract such Storm Sewer Facilities are located; provided, however, any such

relocation, change or alteration of said Storm Sewer Facilities shall be accomplished in a manner such that the rights of any other Parcel Owners to the use, enjoyment and benefit of such Storm Sewer Easements shall not be adversely affected or interrupted.

3.03 Owner does hereby grant, convey, create dedicate and declare nonexclusive joint and reciprocal easements in perpetuity (hereinafter referred to as the "General Utility Easements") over and across the Tracts for the purpose of installation, use and enjoyment of such telephone and electricity services to the Tracts (hereinafter referred to as the "General Utility Facilities"). Such General Utility Easements shall serve each of the Tracts in order to provide uninterrupted utility services thereto. The location of any Utility Facilities at any time located on any Tract may be relocated, changed or altered by the Parcel Owner on whose Tract such Utility Facilities are located; provided, however, any such relocation, change or alteration of said Utility Facilities shall be accomplished in a manner such that the rights of any other Parcel Owners to the use, enjoyment and benefit of such Utility Easements shall not be adversely affected or interrupted.

4. Maintenance, Repair and Replacement of Access Easements

4.01 The Access Easement Areas and all improvements currently located thereon, including specifically, but not limited to, the curb cuts and paved drives now or hereafter located therein and thereon, shall be maintained by the Parcel Owners upon whose Tracts such Access Easement Areas are located in a condition and appearance consistent with commercial retail developments of similar size and use in the geographic area where the Property is located. In this regard, the responsibility for and the cost of the maintenance, repair and replacement of the Access Easement Areas shall be the sole and exclusive obligation and liability of the Parcel Owners upon whose Tracts such Access Easement Areas are located. Any such maintenance repair and replacement shall be completed by said Parcel Owners with due diligence and in a good and workmanlike manner in accordance with any and all applicable building codes and requirements.

4.02 To the extent that the surface of any Parcel Owner's tract is damaged or disturbed by any construction, replacement, repair and maintenance performed by any other Parcel Owner as contemplated herein, the Parcel Owner performing such work shall, at its sole cost and expense, promptly upon completion, restore such surface as nearly as practicable to its condition prior to the performance of such work, and if such Parcel Owner fails to do so, the Parcel Owner whose Tract has been so damaged or disturbed may perform such work and, promptly upon receipt of written notice, the Parcel Owner performing such work shall reimburse such other Parcel Owner(s) for the costs incurred in repairing such damage.

5. Maintenance, Repair and Replacement of Storm Water Facilities

5.01 The Storm Water Facilities now existing or hereafter placed upon any of the Tracts in connection with the Storm Water Easement established and provided for in this Declaration shall be maintained in a condition and appearance consistent with commercial retail developments of similar size and use in the geographic area where the Property is located, and shall otherwise be kept in good working order and condition, and the Storm Water Facilities shall be repaired and replaced as deemed reasonably necessary from time to time. In this regard, and except as otherwise set forth herein below, the responsibility for the maintenance, repair and replacement of any of the Storm Water Facilities; provided that, the primary responsibility for the actual performance of any such work shall be that of the Parcel Owner upon whose Tract the Storm Water Facilities requiring such work are located, except that if the Storm Water Facilities on the USPS

parcel require maintenance, repair or replacement the Library parcel shall be responsible. Notwithstanding which Parcel Owner may perform any necessary work; however, the costs thereof shall be shared by such Parcel Owners on an equal basis, and, promptly following written request therefor, the other Parcel Owners shall reimburse the Parcel Owner actually performing such work for their respective equal shares of the reasonable costs incurred by such Parcel Owner in connection therewith. This paragraph is subject to consent of USPS for any work on the USPS parcel.

5.02 Notwithstanding the foregoing, to the extent any of the Storm Water Facilities located within any of the Storm Water Easements provide utility service to less than all of the Tracts, the cost of any necessary maintenance, repair and replacement of such Storm Water Facilities shall be apportioned equally between and shall be the liability and responsibility only of the Parcel Owners whose Tracts are served by any such Storm Water Facilities.

5.03 Furthermore, in the event any Parcel Owner or any of such Parcel Owner's tenants, or any such party's employees, agents, contractors or invitees, shall damage any of the Storm Water Facilities contained within any of the Storm Water Easements, such Parcel Owner shall be solely liable and responsible for the entire cost of the repair of any such damage and, to the extent allowed by law, shall indemnify and hold the other Parcel Owners harmless from any and all costs incurred in connection therewith.

6. Remedies

6.01 No delay or omission of any Parcel Owner in the exercise of any right accruing upon any default hereunder on the part of any other Parcel Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of any such default. A waiver by any Parcel Owner of a breach or of a default in any of the terms and conditions imposed by this Declaration by any other Parcel Owner shall not be construed to be a waiver of any subsequent breach or default of the same or of any other provision of this Declaration.

6.02 No breach of the provisions of this Declaration shall entitle any Parcel Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any Parcel Owner may have hereunder by reason of any breach of the provisions of this Declaration. No breach of the provisions of this Declaration shall defeat or render invalid the lien of any mortgage or deed to secure debt made in good faith for value concerning any Tract or any portion thereof or any improvements thereon.

6.03 In the event any Parcel Owner shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Parcel Owner hereunder by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of any other Parcel Owner, adverse weather conditions preventing the performance of work as certified to by and architect, war or any other reason beyond such Parcel Owner's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay, provided that, such Parcel Owner has taken steps that are reasonable under the circumstances to

negate the effects of such delays, and further provided that such Parcel Owner shall notify the other Parcel Owners of such delay, hindrance or prevention within fifteen (15) days after the commencement thereof and within fifteen (15) days after the expiration thereof. Lack of adequate funds or financial inability to perform any Parcel Owner's obligations hereunder shall not be deemed to be a cause beyond the control of such Parcel Owner.

7. Reciprocal Indemnity

In addition to the specific indemnifications which may be otherwise provided herein and to the extent permitted by law, each Parcel Owner hereby agrees to indemnify and hold each other Parcel Owner harmless from and against any and all loss, cost, damage or expense arising from, out of or in any manner connected with the negligence or intentional misconduct of such indemnifying Parcel Owner in exercising or failing to exercise the rights and obligations granted and set forth herein.

8. Duration of Declaration

This Declaration and the Easements, rights, restrictions, obligations and liabilities created hereby and hereunder shall be perpetual to the extent permitted by law, unless otherwise provided herein.

9. Effect of Declaration

9.01 The Easements provided for in this Declaration are created and established for the exclusive benefit and use of the Parcel Owners and their tenants, and for the respective owners, customers, employees, agents, contractors, invites and guests of such parties, and are granted solely so that, by way of such Easements, all Tracts shall have the benefit of uninterrupted access, ingress, egress, and utility service as depicted in the Site Plan and as described hereinabove.

9.02 The Easements, rights, restrictions and liabilities provided for herein shall be effective upon the date hereof and shall be appurtenant to and run with the land and shall constitute a use for reciprocal benefits to and burdens upon each of the Tracts. The Easements, covenants and restrictions and liabilities provided for herein shall inure to the benefit and shall be binding upon each of the Tracts and the respective Parcel Owners thereof and their respective successors, successors-in-title and assigns, and the customers, employees, witness and licensees of each such party, and shall remain in full force and effect and shall be unaffected by any change in the ownership of possession of any of the Tracts, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as expressly specified herein.

9.03 Any deed to secure debt, mortgage, materialman's or mechanic's lien, or other claim of lien affecting any portion of the Tracts shall at all times be subject to and subordinate to the terms of this Declaration, and any party foreclosing such deed to secure debt or mortgage or lien or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Declaration.

9.04 Every agreement, covenant, promise, undertaking, obligation, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by

any Parcel Owner arising out of this Declaration shall not only be the personal obligation of such Parcel Owner, but shall also constitute equitable servitude on any Tract owned by such Parcel Owner. Any transferee of all or any part of an equitable interest in the Tracts shall automatically be deemed, by acceptance of the title to all or any portion of the Tract, to have assumed all obligations of this Declaration relating thereto to the extent of its interest in the Tract or any portion thereof and to have agreed with the Parcel Owners of all other Tracts to execute any and all instruments and do any and all things reasonably required to carry out the intention of this Declaration, whether or not this Declaration is expressly referenced in any such conveyancing document, and the transferor shall, upon the completion of such transfer, be relieved of all further liability under this Declaration, except liability with respect to matters that may have arisen during the period of ownership of such transferor that remain unsatisfied.

9.05 Nothing contained in this Declaration shall be deemed to constitute a gift or dedication of any portion of the Tracts to the general public or for any public use or purposes whatsoever, it being the intention of the persons subject hereto and their successors and assigns that nothing in this Declaration, whether express or implied, shall confer upon any person, other than the persons subject hereto and their successors and assigns, any rights or remedies under or by reason of this Declaration.

9.06 The Easements created and established hereunder are hereby expressly deemed to be established in contemplation of the possible further subdivision of the Tracts hereafter, however, no such contemplated subdivision of the Tracts shall adversely affect the Easements created hereunder, and such Easements shall continue and remain in full force and effect thereafter.

10. Amendment

This Declaration may only be amended, modified or terminated at any time by an agreement in writing executed and acknowledged by all the Parcel Owners existing at such time, and consented to and acknowledged by all Mortgagees then holding an interest in any Tract.

11. Miscellaneous

11.01 Owner hereby covenants and warrants that it is the owner in fee simple of the entire Property, and that it has good and lawful right to grant and establish the easements, rights and obligations contained herein.

11.02 All rights, powers and remedies provided for herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and should be limited to the extent necessary to render the essential covenant herein valid and enforceable. If any term, provision, covenant or agreement contained herein, or the application thereof to any person, entity or circumstance, shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected hereby.

11.03 This Declaration shall be construed, interpreted and enforced in accordance with the State of Georgia.

11.04 The articles and section headings in this Declaration are for convenience only, shall no way define or limit the scope of content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part thereof.

11.05 Except as otherwise specifically set forth herein, nothing contained in this Declaration shall be construed or interpreted in a manner so as to make any person subject hereto partners or joint venturers or render any of such persons liable for the debts or obligations of any other person.

11.06 The Declaration shall be binding upon and shall inure to the benefit of the successors, assigns and successors-in-title of Owner.

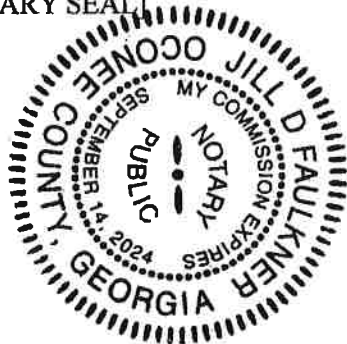
11.07 Owner and any Parcel Owners hereafter owning an interest in the Tracts acknowledge and agree that this Declaration and the easements, rights and privileges granted herein, are essential to the use and enjoyment of each of the Tracts and that Owner and any such subsequent Parcel Owners shall cooperate fully with any other Parcel Owners with respect to the use and enjoyment of all of the easements, rights and privileges granted herein.

IN WITNESS WHEREOF, Owner has caused this Declaration to be duly executed and delivered under his hand and seal, on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 9/14/24
[AFFIX NOTARY SEAL]



OWNER:
Oconee County

By: [Signature]
John Daniell, Chair

Attest: [Signature]
Holly Stephenson, County Clerk

[AFFIX COUNTY SEAL]



Exhibit "A"

Legal Description of the Property

Exhibit "B"

Site Plan

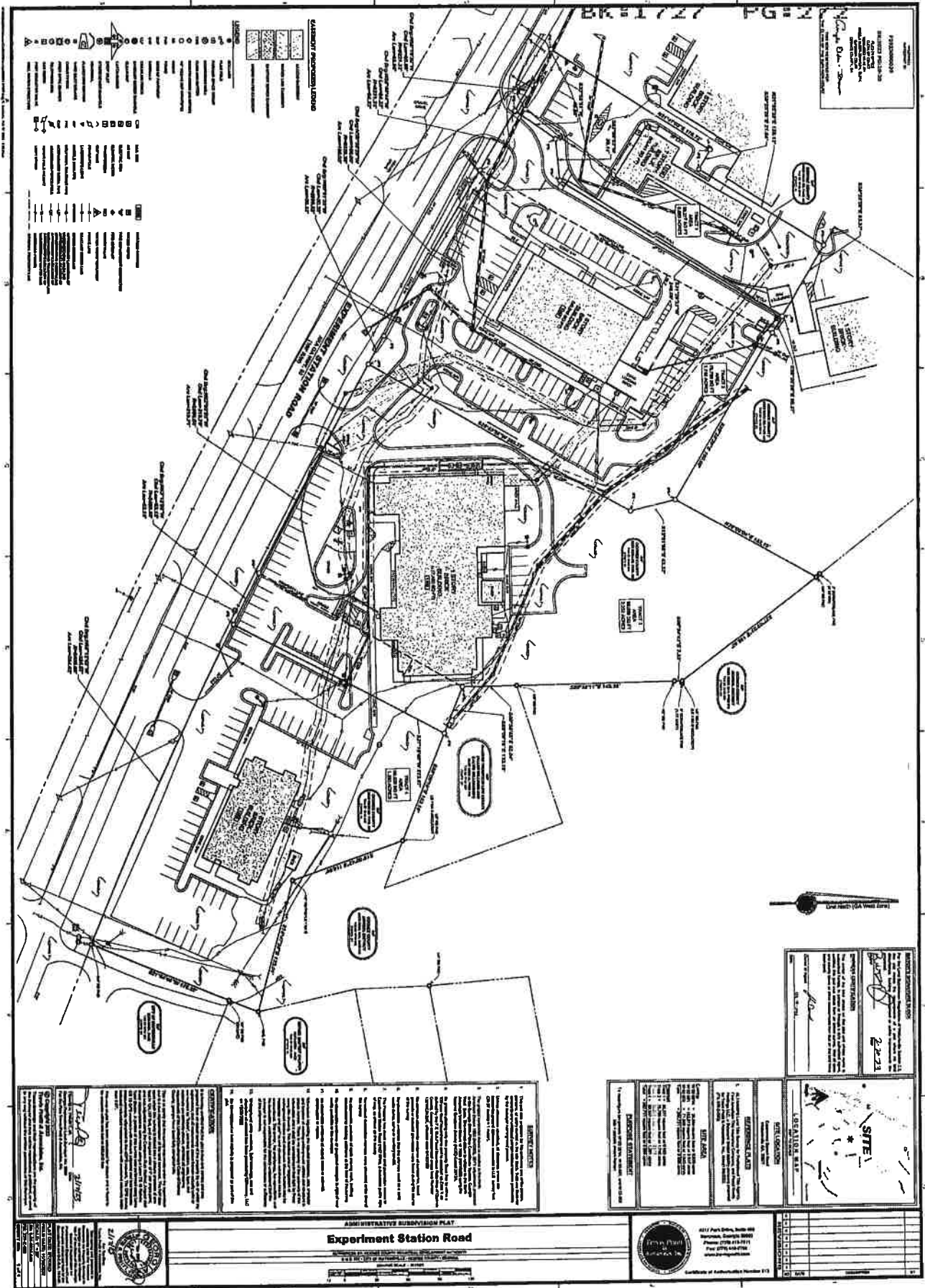
{See Attached}

EXHIBIT A

BK = 1727 PG = 271

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the City of Watkinsville, 221st District, G.M. , Oconee County, Georgia, and being known and designated as Tracts 1, 2, 3 and 4 on survey by Travis Pruitt and Associates, Inc., dated December 19, 2022, as revised, entitled "Administrative Subdivision Plat Experiment Station Road" recorded in Plat Book 23, page 20, in the Office of the Clerk of the Superior Court of Oconee County, Georgia;

Exhibit B



LTIC LTIC

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A

OWNER'S POLICY

CASE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	ENDORSEMENTS	POLICY NUMBER
1-154-948 -B	July 9, 1996	\$475,000.00		136-00-706824

1. NAME OF INSURED:

Oconee County, a political subdivision of the State of Georgia

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

Leasehold

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

Insured

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

For Description see Continuation of Schedule A

Being the same interest described in Lease Supplement evidencing Master Lease between Association County Commissioners of Georgia, a Georgia not-for-profit corporation, as Lessor and Oconee County, Georgia, as Lessee, for a term commencing June 28, 1996, and ending July 1, 2001, dated June 28, 1996, filed for record July 9, 1996, recorded in Deed Book 374, page 341, in the Office of the Clerk of the Superior Court of Oconee County, Georgia.

COPY

William R. Wickham
Countersignature Authorized Officer or Agent

Issued at **Atlanta, Georgia**

Policy 136

This Policy is invalid unless cover
sheet and Schedule B are attached.

ALTA Owners Policy (10-17-92)

LTIC LTIC

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B

OWNER'S POLICY

CASE NUMBER
1-154-948 -B

POLICY NUMBER
136-00-706824

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. All taxes for the year 1996, and any additional taxes which may result from a reassessment of caption property.
2. Building restriction lines as shown on recorded plat.
3. Restrictive covenants recorded in Plat Book 51, page 547, Oconee County, Georgia, Deed Records.
4. Terms and conditions of the Lease Supplement set forth under Schedule A hereof, and the unrecorded Master Lease referred to therein, creating the leasehold estate hereby insured.
5. Deed to Secure Debt and Security Agreement from Association County Commissioners of Georgia, a Georgia not-for-profit corporation, to Wachovia Bank of Georgia, National Association, dated June 28, 1996, recorded in Deed Book 374, page 7, aforesaid records.
6. Liability under this policy is limited to \$265,000.00 until such time as the contemplated improvements are begun, after which time the liability will increase with the value of the improvements erected thereon to an amount not to exceed \$475,000.00.

NOTE: Attention is directed to the fact that the insuring provisions of this policy do not insure against loss by reason of any computational errors in the determination of the size of the area located within the boundary lines of the land as described in Schedule A hereof.

October 2, 1996 w
Policy 136

ALTA Owner's Policy (10-17-92)