

STATE OF GEORGIA,

COUNTY OF SPALDING.

**DEVELOPMENT AGREEMENT AND PURCHASE AND SALE AGREEMENT
FOR UPPER SHOAL CREEK
REGIONAL DETENTION FACILITY**

THIS AGREEMENT, made and entered this ____ day of April, 2014, by and between the CITY OF GRIFFIN, a Georgia municipal corporation wholly situated in Spalding County, Georgia (hereafter referred to as the "City") and GROGAN LLC, a Georgia business organization with principal offices in Spalding County, Georgia (hereafter referred to as "Grantor"), provides as follows:

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain tract or parcel of land situate, lying, and being in the City of Griffin, Spalding County, Georgia, consisting of approximately 15.24 acres, with an existing impoundment within its boundaries of approximately 2.35 acres (the "Pond"), being identified as Tax Parcel 056 02001 under the system of property mapping currently in use by Spalding County Tax Assessors Office (the "subject property").

WHEREAS, the City, administers a Stormwater Program (the "Program"), as required by NPDES Permit GAG610000, authorizing it to own, operate, and maintain within its municipal boundaries a municipal separate storm sewer system ("MS4"), in conjunction with ownership and maintenance of designated portions of a drainage system consisting of both natural and man-made conveyances and facilities that store, detain, convey and/or treat stormwater to acceptable levels of discharge from point sources into State waters (which may also constitute waters of the U.S.), pursuant to said NPDES permit.

WHEREAS, the City's Stormwater Program utilizes a combination of best management practices to further its goal of controlling stormwater runoff and reducing the pollutant loading at point of discharge from the City's MS4, both in terms of quantity and water quality, in order to minimize to the maximum extent practicable discharges of pollutants, including sedimentation, and reduce flow to minimize erosion of streambanks of State waters.

WHEREAS, among the various best management practices available to the City's Stormwater Management Program, the use of regional stormwater detention facilities has shown promise, particularly in the ability of a regional pond to capture and allow for removal of various pollutants and sedimentation that cannot be achieved with "on-site" ponds and facilities, or which are too costly to provide "on-site," thus improving water quality.

WHEREAS, Grantor acquired the subject property with the purpose of developing a hospice in an environmentally-sensitive setting where patients, in their final stage of life, can experience peace and contentment surrounded by nature. As a developer of the site, it will be Grantor's responsibility to provide, manage, maintain, and operate on-site stormwater facilities and systems sufficient to collect, convey, detain, and discharge stormwater from the site in a manner consistent with Federal and State law, and all City-imposed regulations relating to development, erosion and sedimentation control, and post-construction stormwater management, unless the alternative of a Regional Pond is available. It will be incumbent on the City, as NPDES Permittee, to enforce its ordinances and standards established by Federal and State laws relating to water quantity and water quality once future improvements are made on the subject property.

WHEREAS, the drainage basin upstream of the impoundment on the subject property serves an area of the City consisting of approximately ___ acres. The intermittent stream on which this impoundment is situated is part of a series of smaller streams that join together near the intersection of Lyndon Avenue and Melrose Avenue to form Shoal Creek, a considerably larger stream that eventually joins the Flint River in western Spalding County. Prior studies show the impoundment on the subject property to be poorly maintained, with significant sedimentation and attendant stream bank erosion below its dam to the point of junction with the related streams. The upper reaches of this unnamed tributary originates in a highly urbanized area of the city and flows through the commercial center of the city and under Taylor Street (Ga. Hwy. 16) a major traffic artery, which contributes a material amount of pollutants and litter that are captured in the Pond; and

WHEREAS, the Pond on the subject property was not initially designed and constructed as a stormwater retention facility nor designed to address issues of water quality; however, following analysis by the City's stormwater management staff and in consultation with professional engineers, the Pond is ideally located to be retrofitted as a regional stormwater detention pond with features designed specifically to improve water quality at its point of discharge (back of dam). By reducing the outflow at the dam and controlling the quantity of downstream flow, future streambank erosion will be minimized. A preliminary design and hydrology study by Paragon Consulting Group, Inc., finds acquisition of the Pond by the City and performing a public works project to retrofit the Pond and dam for use as a regional stormwater retention facility would be of substantial benefit to the City's stormwater management program as a whole. By performing this undertaking, it is the City's intent to maintain pre-development conditions downstream of the dam of the pond. No new storage capacity is added for future projects other than Grantor's planned hospice.

NOW, THEREFORE, IN CONSIDERATION OF PAYMENT BY THE CITY TO GRANTOR IN THE SUM OF ONE (\$1.00) DOLLAR AND THE MUTUAL PROMISES AND COVENANTS HEREBY MADE AND ENTERED, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Grantor shall sell to the City and the City shall purchase from Grantor 3.09 acres, more or less, of real property as shown and described in Exhibit "A", attached hereto which, by reference, is made a part hereof, on which the Pond or impoundment is now situated (the "Pond Property"). A plat of survey showing the property to be conveyed, as Tract 1, is attached hereto as Exhibit "B". Grantor shall deliver to the City at a closing to occur at a location of the City's choice no later than May 1, 2014, a duly executed limited warranty deed (the "Deed") in recordable form, conveying such property, subject to (1) real property taxes and assessments for the year 2014 and thereafter, not yet due and payable; (2) zoning and other regulatory laws and ordinances affecting the property; (3) matters that would be disclosed by a current survey; and (4) easements, rights of way limitations, conditions, covenants, restrictions, and all other matters, whether of record or not.
 - a. In the Deed, Grantor shall reserve as an easement, in perpetuity, (1) the right to landscape and plant native vegetation within the Pond Property, subject to prior review and written approval of landscape plans by the City; (2) the right to access the Pond Property for passive recreational purposes that do not interfere with the City's use of the pond as a regional stormwater facility; and, (3) the right to preserve an unobstructed view of the Pond. This easement shall inure to the benefit of Grantor and its successors and assigns for their use and the use of their invitees and licensees, including patients and guests of patients served by the hospice.
 - b. The City agrees that it shall use the Pond Property as a regional stormwater detention facility and will not change or alter the use of the Pond Property without the express written approval of Grantor, its successors and assigns. The City further agrees that it will manage the Pond to ensure that the 100-year floodplain of the Pond is contained entirely within the boundaries of the Pond Property, as described in Exhibit A.
 - c. The purchase price shall be Ten (\$10.00) Dollars (U.S.), payable in cash at closing. The City shall pay all costs of closing, including examination of title and document preparation, except Grantor shall pay all State of Georgia real estate transfer taxes imposed upon this transaction, if any. The City shall accept the Pond "as is," and accepts all liability for the Pond Property.
2. At closing, Grantor shall simultaneously deliver to the City a duly executed perpetual easement-in recordable form, granting a permanent easement, consisting of 1.27 acres, more or less, and shown as Tract 2 on Exhibit "B" (the "Easement"). The Easement shall be used as a watershed protection buffer, having an average width around the perimeter of the Pond Property of not less than Twenty-five (25.0') feet. This Easement shall remain in as natural a state

as possible in order to filter runoff flowing into the Pond. The easement conditions shall include:

- a. Grantor shall reserve for itself, and its successors in interest, all rights with respect to the easement area to the extent they are not inconsistent with the intended use or viability of the Pond as a regional stormwater detention facility, or the Easement as a watershed protection buffer, including, without any limitation, (1) the right of use, possession and enjoyment of the easement area; (2) the right to construct pervious walking trails and to place benches, garden fountains, tables, and similar amenities; (3) the right to maintain and repair existing impervious sidewalks and driveways within the Easement; (4) the right to landscape and plant native vegetation within the Easement, subject to prior review and written approval of landscape plans by the City; (5) the right to limit access to the Easement to Grantor, its successors and their invitees, including patients and family of patients served by the hospice; and (6) the right to preserve an unobstructed view of the Pond; provided, however, that access shall be granted to the City and its staff, contractors and agents as necessary to fulfill the obligations of this development agreement. Grantor and the City and their respective successors and assigns further agree that Grantor will consult with the City before erecting within the easement any permanent or temporary structure or improvements other than those described above to determine whether such structures would be inconsistent with the function, success, or viability of the Pond as a regional stormwater detention facility.
- b. The City shall have the right to plant trees and vegetation within the easement area to stabilize and enhance the Pond's shoreline; provided, however, that the City will consult with Grantor on the landscape design for such plantings to ensure it does not compromise the value of the Pond and easement as an amenity for the hospice. While it is the intent of the parties that the City acquire ownership up to the 100 year flood hazard boundary as part of the Pond Property, the City shall have the right for flood waters to encroach within the Easement, without being deemed a trespasser or having committed any damages to Grantor's underlying property interest in the Easement.
- c. The City shall have access rights across Grantor's remaining property, upon reasonable notice to Grantor, its successors or assigns, for the limited purpose of accessing the Pond, including crossing and use of the Easement for temporary construction purposes; this shall include the right to move mechanical equipment onto the Easement to maintain the Pond. Grantor shall approve the path and location of the City's access across Grantor's remaining property, provided such approval shall not be unreasonably withheld, delayed, or conditioned. Except in an emergency situation, the City or its designated agents shall provide three (3) business days prior

notice to Grantor, its successors or assigns, each time the City or its designated agents intend to enter onto Grantor's remaining property. The City hereby covenants and agrees that the actions of the City or its designated agents shall not interfere with the usage or operations of the activities or business being conducted on Grantor's remaining property. The City shall be responsible for all damages, costs, or liability which may occur as a result of accessing the Pond. The City or its designated agents agree to repair any and all damage to Grantor's remaining property caused by the City's access of the Pond. The City shall leave Grantor's remaining property in substantially the same condition as it was prior to the commencement of the City's access and repairs to Grantor's remaining property will be made within fifteen (15) days after the date of any damage, weather conditions permitting.

- d. Grantor shall further covenants that future development of its remaining property, outside the Easement area, shall be designed and constructed with emphasis on and utilization of best management practices for stormwater flowing from new development into the Pond. If development outside the Easement does not drain to the Pond, it will be necessary for Grantor to comply with all development and stormwater management regulations, which may require additional water quantity and quality structures, best management practices, or measures.
 - e. Nothing herein shall be construed in any fashion as a grant to the general public for any right to enter upon or use any part of Grantor's remaining property, the Pond or Easement.
- 3. Following the purchase of the property, to the extent allowed by law, if any, the City agrees to indemnify and hold Grantor and Eternal Hope Hospice harmless for any liability associated with the Pond, including but not limited to (1) any liability arising out of work undertaken to retrofit the Pond for use as a regional stormwater detention facility; (2) any liability related to the quantity or quality of water released from the Pond; (3) any liability related to the City's maintenance, operation, control, or management of the regional water retention facility; and (4) any liability related to the City's ownership of the Pond. Grantor is not relieved from complying with all applicable laws, regulations, and permit requirements, including performance of best management practices, during construction and post-construction activities on its remaining property, including forbearance from any land-disturbing activity likely to cause degradation to water quality in the Pond.
 - 4. After closing, the City shall take appropriate action to obtain suitable funding from the Georgia Environmental Facilities Authority ("GEFA") to fund construction of a public works project to reconstruct the dam of the Pond, remove sedimentation from the Pond, construct a forebay, and eliminate the existing drainage ditch parallel to the Pond. To the extent reasonable, this

project shall include restoration of the Pond's banks and include enhancement of the easement area surrounding the Pond. Work on this project shall be performed in accordance with final approved plans and specifications prepared by Paragon Consulting Group, Inc., for the City of Griffin. Work on the project shall commence no later than July 1, 2014 and be substantially completed no later than April 1, 2015; time being of the essence.

5. In consideration for the work to be performed by the City to retrofit the Pond for use as a regional stormwater retention facility, Grantor agrees to pay the City the lesser of (1) \$250,000; or, (2) half of the total cost of the project. Payment will be made by monthly payments to be calculated based on an interest rate equivalent to the rate paid by the City on its loan with GEFA, for a period of 20 consecutive years, commencing on the same date the City's obligation commences to repay its loan with GEFA. There will be no penalty for prepayment. The monthly payment will appear on Eternal Hope Hospices' monthly utility bill as "storm water utility." Grantor's obligation shall be evidenced by a Promissory Note and standard Georgia-form Deed to Secure Debt, which will be recorded in the land records of Spalding County, Georgia. In the event Grantor sells its real property, transfers the property to an unrelated legal entity, or donates the property, or should Grantor default in any secured obligation to an existing lender or file for bankruptcy protection, the unpaid balance owed to the City shall accelerate and become due and payable, in full. The City will reasonably agree to subordinate its secured position, if necessary to facilitate Grantor obtaining development financing; provided, however, the City shall always have no less than a secondary interest secured by Grantor's remaining subject property.
6. Subject to Grantor's prior written approval, the City may use soil from Grantor's remaining property to rebuild the dam of the Pond or as otherwise needed for the project. The City's use of soil from Grantor's remaining property will be limited to the locations and quantities Grantor specifically approves. Grantor provides no guarantees regarding the quantity of soil available or the suitability of the soil for the City's purposes.
7. Following retrofitting and improvement, the Pond shall be operated and maintained by the City in accordance with a written plan which may, from time to time, be revised or amended. The written plan will at a minimum include plans to preserve the Pond as a pond and to maintain it in a condition consistent with its use as an amenity to Grantor, its successors and assigns. The City shall take reasonable steps to address any water quality issues relating to the Pond that diminish its value as an amenity to Grantor and Eternal Hope Hospice, including but not limited to algae problems.
8. Grantor shall not be responsible for payment of any stormwater utility fees pursuant to Code of Griffin, Georgia, Chapter 94, Article IV imposed upon any new development or redevelopment that contributes to the Pond until the

loan set forth in Paragraph 5 has been paid off in full; provided, however, Grantor, its successors and assigns shall remain responsible for stormwater utility fees for any new development or redevelopment on Grantor's remaining property that does not drain to the Pond.

9. Although publicly owned, the Pond will not be accessible to the general public, and the City shall take all reasonable measures to devote the facility to primary use as a stormwater retention /detention facility. It is not the City's intention to stock the Pond for fishing, unless stocking is used as a means of improving water quality. The Pond shall not be used for swimming or bathing.
10. Notices. Any notice provided or permitted to be given under this Agreement must be in writing, and served personally or by depositing in the United States certified mail, addressed to the party to be notified, with adequate postage thereon, return receipt requested. The addresses of the parties for receipt of notice shall be as follows:

Grantor:	Grogan LLC 105 Partridge Path Griffin, GA 30224 Attention: C. Edward Grogan
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City:	City of Griffin, Georgia P.O. Box T Griffin, GA 30224 Attention: City Manager
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Notices shall be deemed effective on the date delivered if personally served, or on the date of receipt if sent by certified mail. Each party shall be responsible for notifying the other party of any change of address.

11. This writing constitutes the entire Agreement of the parties as to the subject matter hereof and supersedes any and all prior negotiations, oral or written. This Agreement shall not be amended or modified except in a written instrument signed by both parties hereto.
12. This Agreement shall be governed by laws of the State of Georgia. Venue of any judicial action related hereto shall be proper if brought in the Superior Court of Spalding County, Georgia.
13. If any provision of this Agreement or the application thereof to any person or circumstance shall be adjudicated by a court of competent jurisdiction to be invalid or unenforceable to any extent, then such provision shall be severed and the other provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14. This Agreement shall be binding upon and inure to the benefit of Grantor and the City, their successors and assigns. Grantor may assign this Agreement only upon written notice to the City.

ENTERED the day and year above written, under hand and seal of the duly designated representatives of the parties.

GROGAN:

Grogan LLC

(Seal)

By: C. Edward Grogan
C. Edward Grogan, President

Attest: Melanie L. Griffin
Secretary

MY COMMISSION EXPIRES JANUARY 17, 2017
SPALDING COUNTY, GA NOTARY PUBLIC

CITY:

CITY OF GRIFFIN, GEORGIA

By: Ryan McLemore
Ryan McLemore, Chairperson

Attest: Kenny L. Smith
Kenny L. Smith, Secretary

(Seal)

APPROVED AS TO FORM

THIS 25th DAY OF March, 2014

BY: Andrew Whalen, Jr.
CITY ATTORNEY

PARCEL REFERENCES
 DEED BOOK 3670, PAGE 278
 PLAT BOOK 25, PAGE 95
 DRAWING PREPARED BY PARAGON CONSULTING GROUP

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE (1) HUNDREDTH (0.01) OF AN INCH PER 100 FEET. THIS MEANS THAT THE TOTAL ERROR IN THE PERIMETER OF THE PLAT IS LESS THAN ONE (1) HUNDREDTH (0.01) OF AN INCH PER 100 FEET. THE USER AND ANGLE MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT.

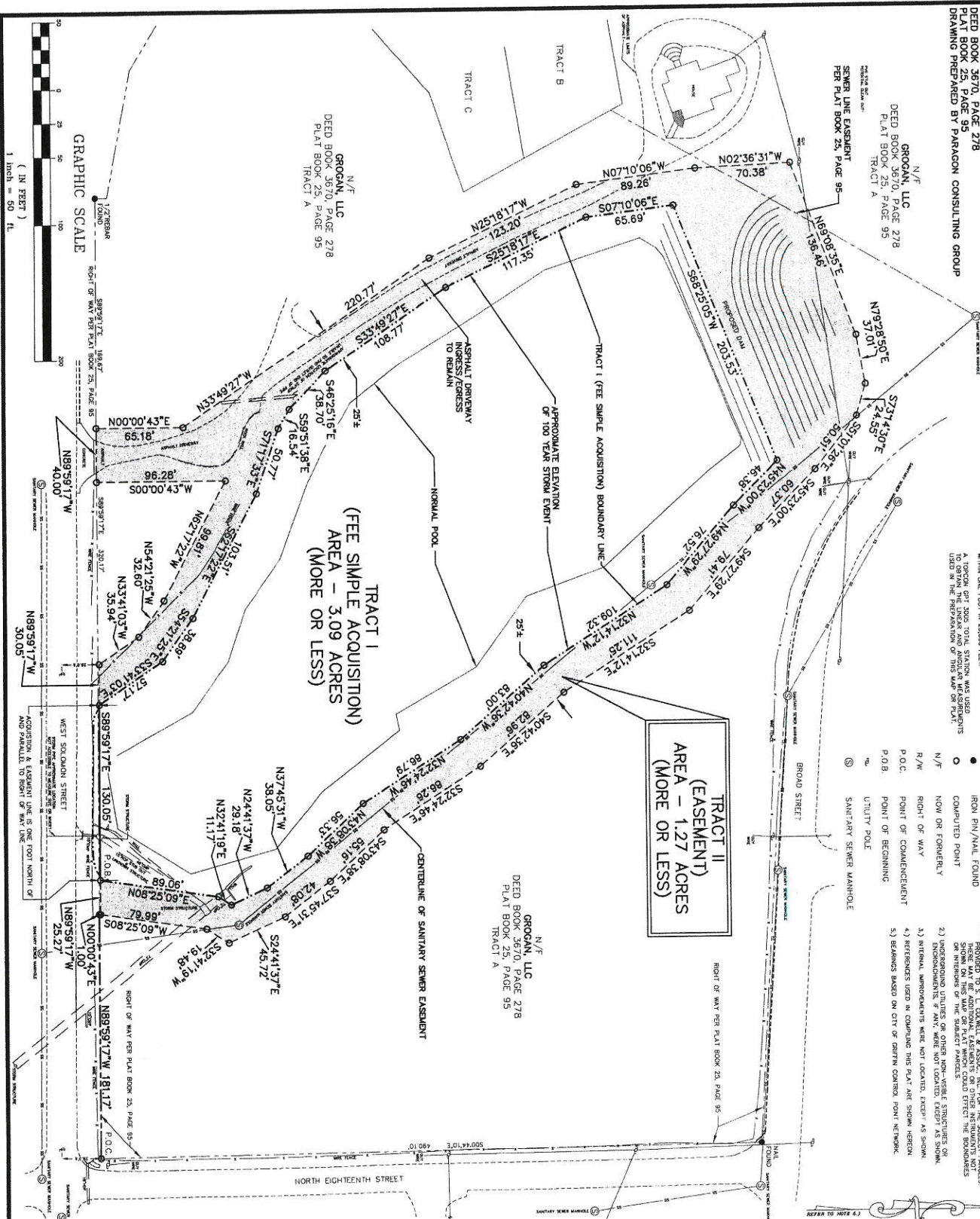
LEGEND

- IRON PIN/NAIL FOUND
- COMPUTED POINT
- N/F NOW OR FORMERLY
- R/W RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- UTILITY POLE
- SEWAGE SEWER MANHOLE

NOTES

- 1) NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY ANY PERSON. THEREFORE, THE USER ASSUMES ALL RISK OF LOSS OR INJURY FROM ANY UNRECORDED INTERESTS OR OTHER INSTRUMENTS NOT SHOWN ON THIS MAP OR PLAT WHICH COULD AFFECT THE BOUNDARIES OR INTERESTS HEREIN OR OTHER NON-VERBAL STRUCTURES OR ENCROACHMENTS, IF ANY, WERE NOT LOCATED, EXCEPT AS SHOWN.
- 2) INTERNAL IMPROVEMENTS WERE NOT LOCATED, EXCEPT AS SHOWN.
- 3) REFERENCES USED IN COMPARING THIS PLAT ARE SHOWN HEREON.
- 4) BEARINGS BASED ON CITY OF GRIFFIN CONTROL POINT NETWORK.

REFER TO NOTE 1.



SCALE: 1" = 50'
 DATE: JANUARY 17, 2014
 PROJ. NO.: 14001
 DWN. BY: SLG

SURVEY FOR
CITY OF GRIFFIN

LOCATED IN THE CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA

S. L. Colwell & Assoc., Inc.
 265 CRAWFORD ROAD
 BARNESVILLE, GEORGIA 30204
 (770) 358-9905

Ex. 'A'

LEGAL DESCRIPTION
TRACT I
(FEE SIMPLE ACQUISITION)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION POINT OF THE WESTERLY MARGIN OF NORTH EIGHTEENTH STREET WITH THE NORTHERLY MARGIN OF WEST SOLOMON STREET, RUNNING THENCE ALONG THE NORTHERLY MARGIN OF WEST SOLOMON STREET N 89°59'17" W A DISTANCE OF 181.17 FEET TO A POINT; THENCE LEAVING THE NORTHERLY MARGIN OF WEST SOLOMON STREET AND RUNNING THENCE N 00°00'43" E A DISTANCE OF 1.00 FEET TO A POINT; RUNNING THENCE N 89°59'17" W A DISTANCE OF 25.27 FEET TO POINT, SAID POINT BEING THE POINT OF BEGINNING; RUNNING THENCE N 08°25'09" E A DISTANCE OF 89.06 FEET TO A POINT; RUNNING THENCE N 32°41'19" E A DISTANCE OF 11.17 FEET TO POINT; RUNNING THENCE N 24°41'37" W A DISTANCE OF 29.18 FEET TO POINT; RUNNING THENCE N 37°45'31" W A DISTANCE OF 38.05 FEET TO A POINT; RUNNING THENCE N 43°08'38" W A DISTANCE OF 56.33 FEET TO A POINT; RUNNING THENCE N 32°24'46" W A DISTANCE OF 86.79 FEET TO A POINT; RUNNING THENCE N 40°42'36" W A DISTANCE OF 83.00 FEET TO A POINT; RUNNING THENCE N 32°14'12" W A DISTANCE OF 109.32 FEET TO A POINT; RUNNING THENCE N 49°27'29" W A DISTANCE OF 76.52 FEET TO A POINT; RUNNING THENCE N 45°23'00" W A DISTANCE OF 46.38 FEET TO A POINT; RUNNING THENCE S 68°25'05" W A DISTANCE 203.53 FEET TO A POINT; RUNNING THENCE S 07°10'06" E A DISTANCE OF 65.69 FEET TO A POINT; RUNNING THENCE S 25°18'17" E A DISTANCE OF 117.35 FEET TO A POINT; RUNNING THENCE S 33°49'27" E A DISTANCE OF 108.77 FEET TO A POINT; RUNNING THENCE S 46°25'16" E A DISTANCE OF 38.70 FEET TO A POINT; RUNNING THENCE S 59°51'38" E A DISTANCE OF 16.54 FEET TO A POINT; RUNNING THENCE S 71°17'33" E A DISTANCE OF 50.77 FEET TO A POINT; RUNNING THENCE S 62°17'22" E A DISTANCE OF 103.51 FEET TO A POINT; RUNNING THENCE S 54°21'25" E A DISTANCE OF 38.89 FEET TO A POINT; RUNNING THENCE S 33°41'03" E A DISTANCE OF 57.17 FEET TO A POINT; RUNNING THENCE S 89°59'17" E A DISTANCE OF 130.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 3.09 ACRES MORE OR LESS, AS SHOWN ON THAT CERTAIN SURVEY PREPARED FOR CITY OF GRIFFIN, DATED JANUARY 17, 2014 PREPARED BY S.L. COLWELL & ASSOC., INC.

LEGAL DESCRIPTION
TRACT II
(EASEMENT)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION POINT OF THE WESTERLY MARGIN OF NORTH EIGHTEENTH STREET WITH THE NORTHERLY MARGIN OF WEST SOLOMON STREET, RUNNING THENCE ALONG THE NORTHERLY MARGIN OF WEST SOLOMON STREET N 89°59'17" W A DISTANCE OF 181.17 FEET TO A POINT; THENCE LEAVING THE NORTHERLY MARGIN OF WEST SOLOMON STREET AND RUNNING THENCE N 00°00'43" E A DISTANCE OF 1.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; RUNNING THENCE N 89°59'17" W A DISTANCE OF 25.27 FEET TO POINT; RUNNING THENCE N 08°25'09" E A DISTANCE OF 89.06 FEET TO A POINT; RUNNING THENCE N 32°41'19" E A DISTANCE OF 11.17 FEET TO POINT; RUNNING THENCE N 24°41'37" W A DISTANCE OF 29.18 FEET TO POINT; RUNNING THENCE N 37°45'31" W A DISTANCE OF 38.05 FEET TO A POINT; RUNNING THENCE N 43°08'38" W A DISTANCE OF 56.33 FEET TO A POINT; RUNNING THENCE N 32°24'46" W A DISTANCE OF 86.79 FEET TO A POINT; RUNNING THENCE N 40°42'36" W A DISTANCE OF 83.00 FEET TO A POINT; RUNNING THENCE N 32°14'12" W A DISTANCE OF 109.32 FEET TO A POINT; RUNNING THENCE N 49°27'29" W A DISTANCE OF 76.52 FEET TO A POINT; RUNNING THENCE N 45°23'00" W A DISTANCE OF 46.38 FEET TO A POINT; RUNNING THENCE S 68°25'05" W A DISTANCE 203.53 FEET TO A POINT; RUNNING THENCE S 07°10'06" E A DISTANCE OF 65.69 FEET TO A POINT; RUNNING THENCE S 25°18'17" E A DISTANCE OF 117.35 FEET TO A POINT; RUNNING THENCE S 33°49'27" E A DISTANCE OF 108.77 FEET TO A POINT; RUNNING THENCE S 46°25'16" E A DISTANCE OF 38.70 FEET TO A POINT; RUNNING THENCE S 59°51'38" E A DISTANCE OF 16.54 FEET TO A POINT; RUNNING THENCE S 71°17'33" E A DISTANCE OF 50.77 FEET TO A POINT; RUNNING THENCE S 62°17'22" E A DISTANCE OF 103.51 FEET TO A POINT; RUNNING THENCE S 54°21'25" E A DISTANCE OF 38.89 FEET TO A POINT; RUNNING THENCE S 33°41'03" E A DISTANCE OF 57.17 FEET TO A POINT; RUNNING THENCE N 89°59'17" W A DISTANCE OF 30.05 FEET TO A POINT; RUNNING THENCE N 33°41'03" W A DISTANCE OF 35.94 FEET TO A POINT; RUNNING THENCE N 54°21'25" W A DISTANCE OF 32.60 FEET TO A POINT; RUNNING THENCE N 62°17'22" W A DISTANCE OF 99.81 FEET TO A POINT; RUNNING THENCE S 00°00'43" W A DISTANCE OF 96.28 FEET TO A POINT ON THE NORTHERLY MARGIN OF WEST SOLOMON STREET; RUNNING THENCE ALONG THE NORTHERLY MARGIN OF WEST SOLOMON STREET N 89°59'17" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE LEAVING THE NORTHERLY MARGIN OF WEST SOLOMON STREET AND RUNNING N 00°00'43" E A DISTANCE OF 65.18 FEET TO A POINT; RUNNING THENCE N 33°49'27" W A DISTANCE OF 220.77 FEET TO A POINT; RUNNING THENCE N 25°18'17" W A DISTANCE OF 123.20 FEET TO A POINT; RUNNING THENCE N 07°10'06" W A DISTANCE OF 89.26 FEET TO A POINT; RUNNING THENCE N 02°36'31" W A DISTANCE OF 70.38 FEET TO A POINT; RUNNING THENCE N 69°08'35" E A DISTANCE OF 136.46 FEET TO A POINT; RUNNING THENCE N 79°28'50" E A DISTANCE OF 37.01 FEET TO A POINT; RUNNING THENCE S 73°14'30" E A DISTANCE OF 24.55 FEET TO A POINT; RUNNING THENCE S 51°01'26" E A DISTANCE OF 50.51 FEET TO A POINT; RUNNING THENCE S 45°23'00" E A DISTANCE OF 60.37 FEET TO A POINT; RUNNING THENCE S 49°27'29" E A DISTANCE OF 79.41 FEET TO A POINT; RUNNING THENCE S 32°14'12" E A DISTANCE OF 111.25 FEET TO A POINT; RUNNING THENCE S 40°42'36" E A DISTANCE OF 82.96 FEET TO A POINT; RUNNING THENCE S 32°24'46" E A DISTANCE OF 86.26 FEET TO A POINT; RUNNING THENCE S 43°08'38" E A DISTANCE OF 55.16 FEET TO A POINT; RUNNING THENCE S 37°45'31" E A DISTANCE OF 42.08 FEET TO A POINT; RUNNING THENCE S 24°41'37" E A DISTANCE OF 45.72 FEET TO A POINT; RUNNING THENCE S 32°41'19" W A DISTANCE OF 19.48 FEET TO A POINT; RUNNING THENCE S 08°25'09" W A DISTANCE OF 79.99 FEET TO A POINT; RUNNING THENCE , SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 1.27 ACRES MORE OR LESS, AS SHOWN ON THAT CERTAIN SURVEY
PREPARED FOR CITY OF GRIFFIN, DATED JANUARY 17, 2014 PREPARED BY S.L. COLWELL &
ASSOC., INC.