

[PLACE ON COLUMBUS CONSOLIDATED GOVERNMENT LETTERHEAD — DELETE THIS LINE]

[Date]

Cussetawood Holdings, LLC
c/o Christopher S. Woodruff, Manager
[Street Address]
[City, State ZIP]

Re: Intent to Convey Unopened Rights-of-Way
Cusseta Wood — 4th Street, Columbus, Georgia 31901
Muscogee County Tax Parcel Nos. 024022002 and 024030001

Dear Mr. Woodruff:

This letter confirms the intent of the Columbus Consolidated Government (the “City”) with respect to certain unopened, platted street and alley rights-of-way lying within and between the above-referenced parcels.

The Property. Cussetawood Holdings, LLC is the fee owner of approximately 24.2 acres lying on the south side of Cusseta Road and the north side of 4th Street in Columbus, Muscogee County, Georgia, identified as Tax Parcel Nos. 024022002 and 024030001 (the “Property”), title to which is vested in Cussetawood Holdings, LLC by deed recorded at Deed Book 11180, Page 179, in the Office of the Clerk of Superior Court of Muscogee County, Georgia. The Property lies in Land Lots 62, 63, 68 and 69, Coweta Reserve, and comprises all or part of Blocks 10 through 21 of the map of Avondale, a subdivision originally surveyed in January 1907 and recorded at Deed Book YY, folio 277, and reproduced at Plat Book 7, Page 201, in the records of said Clerk.

The Subject Rights-of-Way. The 1907 Avondale plat dedicated a grid of interior streets, avenues, and alleys across what is now the Property. Certain of those interior rights-of-way were never opened, constructed, improved, or accepted by the City for public maintenance, are not in public use, and serve no through-traffic or other public function (collectively, the “Subject Rights-of-Way”). The Subject Rights-of-Way are depicted on the composite boundary survey of the Property prepared by McBride & Maxey, Inc. (D. Nathan McBride, Georgia R.L.S. No. 3012), Job No. 1348.24, dated August 28, 2024, entitled “A Composite Survey of Part of the Weracoba Creek Redevelopment Area.”

*[The Subject Rights-of-Way consist of the portions of _____ lying within the Property, as more particularly described on **Exhibit A** attached hereto.]*

Intent to Convey. The City has determined that the Subject Rights-of-Way serve no present or anticipated public purpose and that their continued encumbrance of the Property impedes its

redevelopment. The City therefore intends to convey to Cussetawood Holdings, LLC, as the abutting fee owner, all of the City's right, title, and interest in and to the Subject Rights-of-Way, and to undertake the actions required by the Charter of the Columbus Consolidated Government and applicable Georgia law to accomplish that conveyance, including the closing or abandonment of the Subject Rights-of-Way and the delivery of a deed to Cussetawood Holdings, LLC. The City is aware of no legal or practical impediment to completing that conveyance.

Relationship to the Purchase and Sale Agreement. The City is advised that the Property is subject to that certain Purchase and Sale Agreement effective as of August 12, 2026 (the "PSA"), by and between Cussetawood Holdings, LLC, as Seller, and Pivotal GP Holding LLC, a Georgia limited liability company, or its successors and assigns, as Purchaser. The City is further advised that:

- (i) the legal description of the Property attached to the PSA as Exhibit B is the $\pm$ 24.2 acres located at 4th Street, Columbus, Georgia 31901, known as parcel nos. 024022002 and 024030001, as depicted on the McBride & Maxey composite survey referenced above, which depiction includes the Subject Rights-of-Way;
- (ii) the "Property" conveyed under the PSA expressly includes the "Appurtenances," defined in Exhibit A to the PSA to mean all rights and rights-of-way appurtenant to or used in connection with the beneficial use and enjoyment of the Property, including all right, title and interest of Seller in and to all open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private; and
- (iii) Section 2 of the PSA provides that if any portion of the total acreage of the Property cannot be used due to the existence of an encumbrance, the legal description shall be adjusted and additional unencumbered acreage added so that the Purchaser will be able to use the Property for its intended use.

Accordingly, upon conveyance of the Subject Rights-of-Way by the City to Cussetawood Holdings, LLC, the interest so conveyed will merge into the abutting fee and will constitute part of the Property to be conveyed to the Purchaser at closing under the PSA.

This letter reflects the City's present intent. Conveyance of the Subject Rights-of-Way remains subject to the approvals and procedures required by the City Charter and applicable Georgia law.

Please contact me if any further information would be helpful.

Sincerely,

[Name]

[Title]

Columbus Consolidated Government

cc: Charles Pendergraft, Vice President of Development, Pivotal Housing Partners