

WHEN RECORDED PLEASE RETURN TO:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Street, NE
Atlanta, GA 30326
Attn: Lee Anne Sapp, Esq.

AGREEMENT TO CONVEY PROPERTY

THIS AGREEMENT TO CONVEY PROPERTY (the "Agreement") is made and entered into this ___ day of _____, 2022, by and between **BARTOW COUNTY, GEORGIA** (the "County") **CITY OF CARTERSVILLE, GEORGIA** (the "City"), and **CCCTM, LLC**, a Georgia limited liability company ("TM").

W I T N E S S E T H:

WHEREAS, on the date hereof, TM has acquired the real property described on **Exhibit A** attached hereto and incorporated herein (the "Property");

WHEREAS, TM intends to develop and construct on the Property an industrial project and related improvements (the "Project");

WHEREAS, as a part of the Project and pursuant to and in accordance with TM's site plans and approved land disturbance permit documents (collectively, the "LDP"), the County has agreed to convey to TM a portion of the ROW on Apex Drive consisting of approximately 0.092 acres (the "Bump-Out Portion") as described on **Exhibit B** attached hereto and incorporated herein;

WHEREAS, there exists a City-owned water line within said Bump-Out Portion (the "Water Line", depicted on **Exhibit C** attached hereto and incorporated herein) that must be relocated prior to the County conveying the Bump-Out Portion to TM;

WHEREAS, TM may not relocate the Water Line until TM acquires the Property; and

WHEREAS, TM desires to obtain the City and the County's approval to allow TM to relocate the Water Line and convey the Bump-Out Portion to TM; and

WHEREAS, the County has determined, pursuant to OCGA Sec. 36-9-3(h), that the Bump-Out Portion constitutes a small parcel of land, which is of a size and shape incapable of being used independently as zoned, and that it can be conveyed to the abutting property owner to facilitate the enjoyment of the highest and best use of the abutting owner's property without using the process of an auction or public bids.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Water Line Relocation. The City hereby agrees, in accordance with the LDP, to allow TM to relocate the Water Line outside of the Bump-Out Portion.

2. Bump-Out Portion Conveyance.

a. The County hereby agrees, upon the relocation of the Water Line, to convey to TM the Bump-Out Portion. TM shall have engineered drawings for relocation of the Water Line prepared by a registered engineer. The City will review such drawings within a timely manner after submission by TM. TM shall employ a licensed utility contractor to relocate the Water Line in accordance with the standards of the City's Water Department. Upon completion of TM's relocation of the Water Line, TM shall notify the City and County in writing of same. The City's Water Department shall inspect the relocated Water Line and provide written notice of approval to TM and the County. Upon receipt of such approval notice, TM will provide a maintenance bond and deed of dedication and maintenance agreement to the City in accordance with standard practice of the City. The County shall convey the Bump-Out Portion to TM within thirty (30) days after receipt of the City's approval of the Water Line relocation and receipt of the necessary documents specified in subparagraph (b) below from TM.

b. With respect to the County's conveyance of the Bump-Out Portion, TM shall prepare and the County shall execute a quitclaim deed, FIRPTA affidavit, 1099-S form, and any additional documents that TM's title insurance company may reasonably and customarily require, or which are required by applicable state and federal law, and in a form reasonably acceptable to TM and the County for the proper consummation of the transaction and issuance of title insurance, including without limitation an owner's affidavit.

3. Notice. Wherever in this Agreement it shall be required or permitted that notice or demand be given or served, such notice or demand shall be given or served via: (a) hand delivery, (b) by

electronic mail (confirmation of receipt required); or (c) by nationally recognized overnight courier addressed to the party being noticed at the address set forth below. Such addresses may be changed from time to time by serving notices as above provided. Notices shall be deemed given on the date of deposit with the courier or in the US Mail and received on the date of delivery or refusal of delivery at the notice address.

If to City: City of Cartersville
330 S. Erwin Street
Cartersville, Georgia 30120
Attn: Wade Wilson
Email: _____

If to County: Bartow County

Attn: _____
Email: _____

If to TM: CCCTM, LLC
c/o Taylor & Mathis Properties VI, LLC
400 Interstate North Parkway SE, Suite 850
Atlanta, Georgia 30339
Attn: Hamilton Reynolds and Mike Irby
Email: mirby@taylormathis.com;
hreynolds@taylormathis.com

4. Successors and Assigns; Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, successors-in-title, and assigns. All covenants set forth in this Agreement shall be real covenants running with and burdening title to the Property.

5. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision to persons or circumstances other than those in respect of which it is invalid or unenforceable), except those terms or provisions which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law;

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia;

7. Time is of the Essence. Time is of the essence with respect to every provision of this Agreement. If the date for performance of any action (including the giving of notice) under this Agreement shall fall on a Saturday, Sunday or federal legal holiday, such date for performance

automatically shall be extended to the next succeeding business day which is not a Saturday, Sunday or federal legal holiday;

8. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement;

9. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement; and

10. Exhibits. The exhibits attached to this Agreement are incorporated into this Agreement in their entirety.

11. No Obligations to Third Parties. None of the obligations and duties of under this Agreement shall in any way or in any manner be deemed to create any obligation of the parties to, or any rights in, any person or entity other than the parties hereto.

[Signatures commence on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal the day and year first above written.

CITY OF CARTERSVILLE, GEORGIA

Signed, sealed and delivered in
the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

Notary Public

My commission expires:_____

[NOTARY SEAL]

BARTOW COUNTY, GEORGIA

Signed, sealed and delivered in
the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

Notary Public

My commission expires:_____

[NOTARY SEAL]

[Signatures continue on the following page]

Signed, sealed and delivered in
the presence of:

CCCTM, LLC,
a Georgia limited liability company

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My commission expires:_____

[NOTARY SEAL]

EXHIBIT A

THE PROPERTY

All that tract or parcel of land lying and being in Land Lots 21, 22, 51 and 52 of the 4th District, 3rd Section, in the City of Cartersville, Bartow County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (#4 rebar) located at the intersection of the southwesterly right-of-way of Peoples Valley Road (right-of-way-varies) and the northwesterly side of Hillview Avenue, (a 60 foot Ingress-Egress and Utility Easement); having thus established the TRUE POINT OF BEGINNING leaving said point and running in a generally southwesterly direction along and following the northwesterly side of said Hillview Avenue for the following courses and distances; running thence $S12^{\circ}48'33''W$ for a distance of 29.43 feet to point; thence running along a curve to the left for an arc length of 235.29 feet (said arc being subtended by a chord of $S25^{\circ}49'31''W - 228.18$ feet and having a radius of 275.09 feet) to a point; thence running $S18^{\circ}20'13''E$ for a distance of 37.54 feet to a point; thence running $S05^{\circ}20'05''E$ for a distance of 95.38 feet to a point; thence running along a curve to the right for an arc length of 51.86 feet (said arc being subtended by a chord of $S03^{\circ}24'20''W - 51.66$ feet and having a radius of 170.00 feet) to a point; thence running $S12^{\circ}08'44''W$ for a distance of 262.45 feet to a point; thence running $S10^{\circ}25'19''W$ for a distance of 433.75 feet to a point; thence running along a curve to the left for an arc length of 40.39 feet (said arc being subtended by a chord of $S05^{\circ}21'11''W - 40.34$ feet and having a radius of 230.00 feet) to a point; thence running $S00^{\circ}19'18''W$ for a distance of 44.13 feet to a point; thence running $S45^{\circ}19'1''W$ for a distance of 24.04 feet to an iron pin set (#4 rebar w/cap) located at the intersection of said Hillview Avenue and the northerly right-of-way of Apex Drive (a public road having a 60' right-of-way); thence leaving said Hillview Avenue and running $N89^{\circ}40'42''W$ along the northerly right-of-way of Apex Drive for a distance of 31.00 feet to an iron pin set (#4 rebar w/cap); thence running $S00^{\circ}19'18''W$ along the westerly right-of-way of Apex Drive for a distance of 61.00 feet to an iron pin set (#4 rebar w/cap); thence running $S50^{\circ}34'55''E$ along the southwesterly right-of-way of Apex Drive for a distance 61.85 feet to an iron pin set (#4 rebar w/cap); thence running $S00^{\circ}19'18''W$ along the westerly right-of-way of Apex Drive for a distance of 357.18 feet to an iron pin set (#4 rebar w/cap) located on the south line of Land Lot 51; thence leaving said right-of-way and running $N89^{\circ}16'07''W$ along the said south line of Land Lot 51 and the south line of Land Lot 52 for a distance of 406.91 feet to an iron pin found (#4 rebar) located on the easterly right of way of a CSX Railroad right-of-way (100' right-of-way); thence running in a northerly direction along the easterly right-of-way of said CSX Railroad right-of-way along a curve to the right for an arc length of 563.98 feet (said arc being subtended by a chord of $N02^{\circ}53'06''E - 563.78$ feet and having a radius of 6178.54 feet) to a point; thence running $N05^{\circ}29'55''E$ along said CSX Railroad right-of-way for a distance of 1236.61 feet to an iron pin set (#4 rebar); thence leaving said Railroad right-of-way and running $S84^{\circ}43'14''E$ for a distance of 430.77 feet to an iron pin set (#4 rebar w/cap) located on the southwesterly right-of-way of said Peoples Valley Road; thence running in a southeasterly direction along the southwesterly right-of-way of Peoples Valley Road and following the curvature thereof along a curve to the left for an arc length of 118.01 feet (said arc being subtended by a chord of $S30^{\circ}26'31''E - 117.89$ feet and having a radius of 770.00 feet) to an iron pin set (#4 rebar w/cap) which is the TRUE POINT OF BEGINNING. Said tract contains ± 17.09 acres ($\pm 744,457$ sq.ft.).

EXHIBIT B

“BUMP OUT PORTION”

All that tract or parcel of land lying and being in Land Lot 51 of the 4th District, 3rd Section, in the City of Cartersville, Bartow County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the westerly right-of-way of Apex Drive (60' right-of-way) said point being located 357.18 feet from the intersection of the said westerly right-of-way of Apex Drive and the south line of Land Lot 51, said 4th District, as measured in a northerly direction along and following the said westerly right-of-way of Apex Drive; having thus established the **TRUE POINT OF BEGINNING**, leaving said point and running N50°34'55"W along the existing westerly right-of-way of Apex Drive for a distance of 61.85 feet to a point; thence running N00°19'18"E along the existing westerly right-of-way of Apex Drive for a distance of 61.00 feet to a point; thence running S89°40'42"E along the existing northerly right-of-way of Apex Drive for a distance of 31.00 feet to a point which is the intersection of the northerly right-of-way of Apex Drive with the southerly mitered corner of Hillview Avenue; thence running N45°19'18"E along the existing westerly right-of-way of Hillview Avenue for a distance of 24.04 feet to a point located at the northerly mitered corner of Hillview Avenue (60' right-of-way); thence running S00°19'18"W for a distance of 117.00 feet to a point which is the **TRUE POINT OF BEGINNING**. Said tract contains 0.092 acres (4,008 sq. ft.).

EXHIBIT C

WATERLINE DEPICTION IN BUMP OUT PORTION

