

## **AGREEMENT FOR THE DEVELOPMENT OF REAL ESTATE**

**This Agreement for the Development of Real Estate** (this “Agreement”) is made and entered into this \_\_\_\_\_ day of February, 2026, by and between **Blackthorn House, LLC**, a Georgia limited liability company (hereinafter called “Blackthorn”), the **City of Dalton, Georgia**, a Georgia municipal corporation (hereinafter called “City”) and **Charles Whitener**, an individual and resident of Walker County, Georgia (hereinafter called “Guarantor”).

### **WITNESSETH:**

**WHEREAS**, Blackthorn is the owner of certain real property, which real property is more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Blackthorn Property”); and

**WHEREAS**, Blackthorn owns the Blackthorn Property for the purpose of development into a mixed-use development to residential and commercial properties; and

**WHEREAS**, Blackthorn is in the business of land development and construction and is agreeable to develop the Property; and

**WHEREAS**, Blackthorn has obtained a preliminary site plan prepared by Goodwyn, Mills, Cawood dated April 30, 2025 which is incorporated into a concept plan of Kimley-Horn and Associates, Inc. dated October 22, 2025 (hereinafter the “Site Plan”); and

**WHEREAS**, the City presently owns the right of access from the North Dalton Bypass to the Dalton Utilities facility at the base of the Haig Mill Dam (the “Current Access Point”);

**WHEREAS**, the City has agreed to allow Blackthorn to construct a road (the “Roadway”) on certain real property owned by the City and more particularly described in Exhibit “B” attached hereto and made a part hereof (the “City Property”), in accordance with the terms and conditions hereinafter set forth, which Roadway may be extended onto the Blackthorn Property for the purpose of providing access to the public right of way to residential or commercial lots on the Blackthorn Property;

**NOW, THEREFORE**, for and in consideration of the above-recited premises, the mutual covenants and agreements hereinafter set forth, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

#### **1. Right to Develop.**

1.1 During the term of this Agreement Blackthorn is authorized to develop the Roadway across the City Property and to develop the Blackthorn Property to access into a mixed use development to be developed on the Blackthorn Property, and in connection therewith Blackthorn is authorized to enter the City Property for the purpose of the construction the Roadway, including above ground utilities, below ground utilities, all work contemplated by the Site Plan and this Agreement, and all other ancillary work necessary for the development of the Property (the “Development Work”). Following completion of all obligations set forth in this Agreement, the Roadway will be dedicated as a public right of way.

1.2 During the term of this Agreement, Blackthorn, at its sole expense, shall perform all actions required for the Development Work including but not limited to all surveying, plotting, grading,

curbing and guttering, obtaining all licensing, obtaining all zoning changes and variances, and obtaining any other consents and approvals required in connection with the Development Work.

1.3 During the term of this Agreement, Blackthorn and Blackthorn's agents and designees shall have the right to enter the City Property at reasonable times to complete the Development Work. Blackthorn shall indemnify and hold the City harmless from and against any and all liabilities, damages, losses, costs and expenses (including attorney's fees) suffered, incurred or sustained by the City as a direct result of the entry by Blackthorn or Blackthorn's agents and designees onto the City Property or the activities of such parties on or around the City Property.

1.4 During the term of this Agreement, Blackthorn is authorized to market and advertise lots within the Blackthorn Property for sale in any media of Blackthorn's choosing, including the internet and multiple listing services.

**2. Blackthorn's Duties.** Blackthorn shall perform the following duties and all Blackthorn's duties and obligations hereunder shall be diligently performed in good faith in a commercially reasonable manner.

2.1 Blackthorn shall comply with all applicable laws and regulations in performing its duties hereunder and shall supervise and direct the Development Work and shall provide and pay for all labor, materials, equipment, tools, construction equipment, machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Development Work, the construction of the Roadway, and all other work contemplated by this Agreement. Blackthorn shall be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Development Work and any other work contemplated by this Agreement. Blackthorn shall provide proof of upon request and pay for permits and licenses, labor, equipment, tools, construction equipment and machinery, heat, transportation and other facilities and services necessary for the proper execution and completion of the Development Work.

2.2 Blackthorn shall construct the Roadway consistent with the Site Plan and in accordance with all specifications containing the Municipal Code for the City of Dalton including a one-year warranty for the construction of the Roadway from the time of its completion.

2.3 Blackthorn shall relocate the portion of the Haig Mill Trail that will be impacted by the Roadway to other areas consistent with the Site Plan and shall perform such work such that the public will have continuous access (during the normal hours of operation) to the Haig Mill Trail and so that access to the Haig Mill Trail is continuously open to the public.

2.4 Blackthorn shall construct a new trail head, parking lot, handicap ramps, and related work consistent with the Site Plan. All such work shall include a one-year warranty.

2.5 Blackthorn shall work with Dalton Utilities to relocate any affected utilities and shall pay to Dalton Utilities any and all costs of the relocation of any utility lines, pipes or other infrastructure. Blackthorn shall work with Dalton Utilities to relocate a certain motorized gate located on the existing access road leading from the Current Access Point, and any other related costs to a new access roadway that will provide convenient access to Dalton Utilities facilities consistent with the Site Plan. Blackthorn shall grant any additional temporary and permanent easements which may be required by Dalton Utilities in connection with this Agreement.

2.6 The City shall apply for the new access permit from the DOT consistent with the Site Plan for a new access point ("New Access Point"), and Blackthorn shall construct any deceleration lanes, traffic signaling, traffic lights and other traffic controls in connection therewith. Blackthorn shall be

responsible for all fees and costs associated with applying for the new access permit and being granted the New Access Point, including but not limited to the cost to purchase any property interest or access rights required by the DOT or otherwise to complete the New Access Point even if such property interests to be acquired are greater than the Current Access Point. Any funds which the City is required to pay as a result of the transactions set forth in this Agreement, including any funds required to be remitted to the DOT, shall be paid by Blackthorn to the City in advance of the City's obligation to remit such funds to the DOT or other third parties. The City shall issue an invoice to Blackthorn for any such fees and costs which shall be due and payable immediately.

2.7 Blackthorn shall pay all costs and expenses in connection with the Roadway, the Development Work and any other costs incurred in connection with this Agreement, including any work performed on the City Property and the Blackthorn Property, and will pay all expenses in connection therewith and handling its own administrative matters regarding its own employees, materials, equipment, third-party contracts, and such miscellaneous items. For avoidance of doubt, the City shall bear no expenses for any of the Development Work.

2.8 Blackthorn will reimburse the City for all attorney's fees, costs, and expenses incurred in connection with the transaction, including but not limited to such fees and costs associated with consideration of the Site Plan, due diligence, title searches, negotiation with the Georgia Department of Transportation (the "DOT"), and any other costs of any kind or nature associated with the transaction, up to \$15,000.00.

2.9 Blackthorn or its agent shall furnish the City with a performance bond and a payment bond, each in the amount of one hundred twenty percent (120%) of the good-faith estimated value of the Development Work as estimated by a licensed professional engineer in the state of Georgia agreed upon by the parties, which shall guarantee complete compliance by Blackthorn with the terms and conditions of this Agreement and the faithful performance of all required obligations hereunder. If the parties cannot agree on an engineer to provide this estimate, the City and Blackthorn shall each choose an engineer with such qualifications to provide a good faith estimate of the Development Work, and one hundred twenty percent (120%) of the average value of such estimates shall be the value required for each bond. Bonds may be in the form of surety bonds, cash, cashier's or certified check, money order, assignment of surety, irrevocable letters of credit, or other securities as determined acceptable by the City. Surety bonds must be written by a surety company authorized to do business in the State of Georgia, on a form provided by the City. Bonds will be retained for one year after the completion of the Development Work.

2.10 At the completion of the Development Work, or at the end of the term of this Agreement, whichever is first to occur:

(A) Blackthorn shall remove all materials and rubbish from and about the City Property and the Blackthorn Property, as well as all tools, construction equipment and machinery.

(B) Blackthorn shall donate to the City a portion of the Blackthorn Property located within the boundaries of the existing fencing at no cost to the City. Blackthorn agrees to obtain at its sole cost and expense a survey within 60 days from the date of this Agreement, said survey to be performed by a licensed Georgia surveyor which survey locates the line of the existing fencing along the northwest portion of the Blackthorn Property. Blackthorn agrees to convey the area between the existing fencing as surveyed and the westerly line of the existing Blackthorn Property to the City by warranty deed, free and clear of all liens and other encumbrances at no cost to the City.

**3. The City's Duties.** At the completion of the Development Work, and provided that the Development Work is completed in accordance with the terms of this Agreement and that the New

Access Point is granted by the DOT, the City shall be responsible for completing the items in subsections 3.1 and 3.2 below:

3.1 The City shall relinquish its access rights to the Current Access Point by granting to DOT the necessary documents required by DOT to release the City's access rights.

3.2 The City will cooperate with Blackthorn to obtain from DOT any curb cut, access point and general access point in order to facilitate the construction of and the access of the Roadway to the North Bypass.

3.3 The City shall have no duty to develop any property nor to assist with the Development Work in any way.

3.4 The City shall not be liable for any incidental damages or consequential damages arising out of or in any way related to this Agreement. The parties further specifically acknowledge and agree that Georgia law restricts the City's ability to bind a future Mayor and Council, and the City has no control over whether the DOT grants the New Access Point. Therefore, the City's liability pursuant to this Agreement shall not exceed the total collective sum of one thousand dollars (\$1,000.00), notwithstanding any claim asserted against the City or party asserting such claim.

**4. Nature of Relationship.** This Agreement does not create a fiduciary or other special relationship between the Parties or constitute a partnership or joint venture between the parties. The parties agree that Blackthorn is an independent contractor with entire, control and direction of the development, marketing, and sale of the Blackthorn Property, subject only to the conditions and covenants established by this Agreement. The sole relationship between the Parties is a commercial arms' length business relationship and there are no third-party beneficiaries.

## **5. Insurance.**

5.1 During the term of this Agreement, Blackthorn shall keep in effect, at its sole expense, satisfactory comprehensive general, public liability and property damage insurance covering the City Property and providing coverage with maximum limits of liability of not less than \$1,000,000 for bodily injury to one person, \$2,000,000 for bodily injury to any group of persons as a result of one accident, and \$1,000,000 for property damage.

5.2 During the term of this Agreement, Blackthorn shall keep in effect, at its sole expense, satisfactory worker's compensation insurance coverage.

5.3 The policies required by Sections 5.1 and 5.2 shall name the City as an additional insured and shall contain an agreement by the insurer that it will provide not less than thirty (30) days' prior written notice of any cancellation of the policy to the City and that any loss otherwise payable under the policy shall be payable notwithstanding any act or negligence of the City that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

5.4 At the commencement of the term of this Agreement, Blackthorn shall deliver to the City certificates of the insurance required to be maintained under this Section. Blackthorn shall also deliver to the City not more than thirty (30) days prior to the expiration date of such policy or policies (or of any renewal policy or policies), certificates for the renewal policy of this insurance.

5.5 Should Blackthorn fail to effect, maintain or renew any insurance provided for in this Section, or to pay the premium therefor, or to deliver to the City any of such certificates, then and in any

of said events the City, at its option, but without obligation to do so, may procure such insurance. Any sums expended by the City to procure any such insurance shall be paid by Blackthorn to the City within ten (10) days following the receipt of a written demand for payment thereof.

## **6. Indemnification and Ownership of Improvements.**

6.1 Blackthorn shall indemnify and hold harmless the City from and against all claims, damages, expenses, liabilities, actions, or causes of action of any kind or nature arising out of or related to this Agreement or the Development Work, including but not limited to breaches of Blackthorn's representations, warranties or covenants hereunder or from acts or failures to act occurring, or conditions existing, during the Term of this Agreement.

6.2 Any of the improvements constructed as a part of the Development Work or otherwise that are located on the City Property shall be owned by the City, irrespective of when such improvements were constructed and irrespective of whether or not this Agreement has been terminated.

7. **Liens.** Blackthorn shall promptly discharge, bond over, or otherwise satisfy any mechanics or materialmen's lien which has been filed against the City Property arising out of work done for, or materials furnished to the City Property or to Blackthorn, its contractors or subcontractors, and in no event within thirty (30) days following the filing of said lien, or if Blackthorn is contesting any such lien or the claims on which it is based, Blackthorn shall have provided the City adequate assurances against loss or damage reasonably satisfactory to Blackthorn.

8. **Term.** At the option of the City, this Agreement shall terminate on the earlier of the following:

8.1 The first anniversary of the date of this Agreement;

8.2 The date Blackthorn breaches the terms of this Agreement; or

8.3 Upon the occurrence of any of the following events: (i) Blackthorn becomes insolvent or makes an assignment for the benefit of its creditors; or (ii) Blackthorn files, or has filed against it, any petition under any bankruptcy or similar laws which is not discharged within sixty (60) days of such filing; or (iii) a receiver shall be appointed for Blackthorn's business.

## **9. Guaranty.**

9.1 Guarantor hereby absolutely, unconditionally, and irrevocably jointly and severally guarantees to City the full and prompt payment of all sums and charges payable by Blackthorn under this Agreement (collectively, the "Payment Obligations") and hereby further guarantees the full and timely performance and observance of all of the covenants, terms conditions and agreements therein provided to be performed and observed by Blackthorn (the "Performance Obligations" and together with the Payment Obligations collectively, the "Obligations"). In the event of a default under this Agreement, Guarantor hereby covenants and agrees with the City: (i) to make the due and full punctual payment of all Payment Obligations payable by Blackthorn under this Agreement; (ii) to effect prompt and complete performance of all and each of the Performance Obligations, contained in this Agreement on the part of Blackthorn to be kept, observed and performed; and (iii) to indemnify and save harmless the City from any loss, costs or damages arising out of any failure by Blackthorn to pay or perform any Obligation including, without limitation, attorneys' fees and costs of collection. The guaranty in this section of this Agreement (the "Guaranty") is a continuing guaranty of payment and performance and is not conditional or contingent upon any attempt to collect from the City or upon any other condition or contingency.

9.2 Guarantor hereby expressly waives: (a) any right of setoff, counterclaim or deduction against amounts due under this Guaranty; (b) notice of the acceptance of this Guaranty and notice of default of the City under this Agreement; and (c) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification and suretyship, except the defenses of prior payment or prior performance.

9.3 Without limiting the generality of the foregoing, the liability of Guarantor under this Guaranty shall not be deemed to have been waived, released, discharged, impaired or affected by: (a) reason of any waiver or failure to enforce or delay in enforcing any of the Obligations, or (b) the granting of any indulgence or extension of time to the City, or (c) the assignment of this Agreement, with or without Blackthorn's consent, or (d) the expiration of the term of this Agreement, or (e) any merger or reorganization or the release or discharge of Blackthorn in any voluntary or involuntary receivership, bankruptcy, winding-up or other creditors' proceedings, or (f) the rejection, disaffirmance or disclaimer of this Agreement by any party in any action or proceeding, or (g) any defect or invalidity of this Agreement.

9.4 The liability of Guarantor under this Guaranty shall not be released by any modification or amendment to this Agreement (including any extension or renewal of the term of this Agreement), and in the case of any such modification, the liability of Guarantor shall be modified in accordance with the term of any such modification of this Agreement.

9.5 Guarantor shall pay Lessor's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of this Guaranty or in any negotiations relative to the Obligations guaranteed under this Guaranty whether or not a lawsuit is commenced. All rights and remedies of Lessor under this Guaranty shall be cumulative and may be exercised singly or concurrently.

9.6 This Guaranty shall remain in full force and effect until the payment or performance of all Obligations and the other amounts payable under this Guaranty (whether or not this Agreement shall have been terminated). Until the payment and performance of all Obligations and the amounts payable under this Guaranty, Guarantor:

(A) Shall have no right of subrogation against the City by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor under this Guaranty;

(B) Waives any right to enforce any remedy which Guarantor now or hereafter shall have against the City by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor under this Guaranty; and

(C) Subordinates any liability or indebtedness of the City now or hereafter held by Guarantor to the obligations of the City to Blackthorn under this Agreement.

## **10. Miscellaneous.**

10.1 This Agreement may be executed in multiple counterparts each of which may be deemed an original.

10.2 This Agreement and all rights, remedies, obligations and liabilities arising hereunder or by reason hereof shall not be assignable by any party hereto without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. Except as expressly provided in this Agreement, nothing herein is intended to imply nor shall confer on any person other than the parties

hereto, and their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.3 This Agreement shall be deemed to be made in and shall be construed by the Laws of the State of Georgia.

10.4 The terms of this Agreement may be amended, modified or eliminated, and the observance or performance of any term, covenant, condition or provision herein may be omitted or waived (either generally or in a particular instance and either prospectively or retroactively) only by the written consents of all parties hereto. No omission or waiver shall be deemed to excuse any future observance or performance or to constitute an amendment, modification or elimination unless it expressly so states. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

10.5 Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

10.6 Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

10.7 All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier service with confirmation of delivery), or (C) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A) or (B) above. Notices cannot be given through the United States Postal Service or by mail under any means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; or (C) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto, except that no party may change its address to other than a street address. Any Notice given that does not conform to this paragraph shall be effective only upon receipt.

(A) If to Blackthorn, to:  
  
Thomas C. Causby  
P.O. Box 488  
Dalton, GA 30722-0488  
[tom@causbyfirm.com](mailto:tom@causbyfirm.com)

(B) If to City, to:  
  
Andrew Parker, City Administrator  
Dalton City Hall  
300 West Waugh Street  
Dalton, Georgia 30720

10.8 Time is of the essence of each and every provision of this Agreement.

10.9 Each Party acknowledges that it has had full opportunity to seek separate legal counsel in order to prepare, review, be advised, execute, and consummate this Agreement.

10.10 The sections and other headings contained in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement, or to affect the meaning or interpretation of this Agreement.

10.11 Wherever any words are used herein in the masculine gender they shall be construed as though they were also used in the feminine and neuter gender in all cases where they would so apply, and wherever any words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply.

10.12 This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

10.13 The agreements, indemnities, representations and warranties set forth in this Agreement shall survive the consummation of the purchase and sale of the Lots on the Closing Dates.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year above written.

**Blackthorn House, LLC**

By:  \_\_\_\_\_ (Seal)  
Title: Managing Member

**City of Dalton, Georgia**

By: \_\_\_\_\_ (Seal)  
Title:

 \_\_\_\_\_ (Seal)  
**Charles Whitener**

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 144 in the 12th District and 3rd Section of Whitfield County, Georgia containing 54.28 acres of land, more or less, and being more particularly described according to a plat of survey prepared by Hopkins Surveying Group, Drawing No. 2015-56-2, dated May 20, 2015, and being more particularly described as follows:

BEGINNING at an iron pin located at the northwest corner of said Land Lot No. 144; thence south 84 degrees 54 minutes 38 seconds east, along said Land Lot line, a distance of 855.22 feet to an iron pin; thence south 15 degrees 28 minutes 50 seconds west a distance of 275.01 feet to an iron pin; thence south 35 degrees 34 minutes 59 seconds east, a distance of 1,601.76 feet to an iron pin; thence with a curve to the left having a radius of 139.15 feet and an arc length of 183.83 feet with a chord bearing of south 34 degrees 25 minutes 22 seconds east, a distance of 170.75 feet to an iron pin; thence south 86 degrees 57 minutes 28 seconds east a distance of 529.96 feet to an iron pin located in the west right of way line of Neely Road; thence along said right of way of Neely Road the following courses and distances: south 26 degrees 06 minutes 06 seconds east, 283.37 feet; south 08 degrees 57 minutes 31 seconds east, 130.67 feet; south 21 degrees 30 minutes 34 seconds west, 101.77 feet; and north 51 degrees 33 minutes 35 seconds west, 19.63 feet to a right of way monument on the north right of way of the North Dalton Bypass; thence along the north right of way line of the North Dalton Bypass the following courses and distances: north 85 degrees 14 minutes 04 seconds west, 251.21 feet to a right of way monument; north 45 degrees 01 minute 17 seconds west, 104.73 feet to a right of way monument; south 88 degrees 58 minutes 39 seconds west, 346.26 feet to a right of way monument; north 69 degrees 59 minutes 46 seconds west, 202.47 feet to a right of way monument; north 55 degrees 44 minutes 04 seconds west, 200.34 feet to a right of way monument; north 61 degrees 11 minutes 49 seconds west, 99.91 feet to a right of way monument; north 50 degrees 24 minutes 08 seconds west, 101.83 feet to a right of way monument; north 72 degrees 41 minutes 36 seconds west, 204.07 feet to a right of way monument; north 64 degrees 30 minutes 59 seconds west, 194.82 feet to a right of way monument; north 64 degrees 22 minutes 52 seconds west, 324.69 feet to a right of way monument; north 72 degrees 46 minutes 13 seconds west, 190.04 feet to a right of way monument; north 72 degrees 37 minutes 09 seconds west, 240.48 feet to a right of way monument; north 83 degrees 48 minutes 27 seconds west, 94.43 feet to a right of way monument; and south 70 degrees 39 minutes 36 seconds west; 46.43 feet to an iron pin found; thence leaving said right of way of North Dalton Bypass, north 00 degrees 55 minutes 24 seconds west, along the east property line of property owned by the City of Dalton, a distance of 1,487.10 feet to THE POINT OF BEGINNING.

## **EXHIBIT "B"**

All that tract or parcel of land lying and being in Land Lots Nos. 145 and 160 in the 12th District and 3rd Section of Whitfield County, Georgia, and being that part of said lots which are located north of the Western and Atlantic Railroad and the old right of way of the old highway where the same intersects with the Western and Atlantic Railroad, and being more particularly described as follows:

COMMENCING at the northwest corner of lands now or formerly owned by Hamilton where the same intersects the north side of Western and Atlantic Railroad, and running in a westward direction, along the north side of the Western and Atlantic Railroad, to where the old highway intersects with said railroad; thence following the old highway, with its meanderings, northward to the lands now or formerly owned by Hardwick and McCutchen; thence in a northern direction, along said lands to the lands now or formerly owned by Baker; thence in an eastern direction, along said lands, to the lands now or formerly owned by Hamilton; thence in a southern direction, along the said Hamilton lands to the point of beginning and containing 170 acres, more or less.

LESS AND EXCEPT from the above described property that property conveyed by Mrs. Lina Rogers to the State of Georgia for the use and benefit of the Western and Atlantic Railroad of record in Deed Book 100 Page 230, Whitfield County Land Records.

LESS AND EXCEPT that portion of the above described property condemned as right of way for the Dalton North By-Pass in Civil Action File No. 29,264 in the Superior Court of Whitfield County, Georgia; this conveyance being further subject to any easements and conditions placed upon the above described property by virtue of said condemnation proceeding.

LESS AND EXCEPT that portion of the above described property lying south of the property condemned as right of way for the Dalton North By-pass as shown in Civil Action File No. 29,264 in the Superior Court of Whitfield County, Georgia.