

Space Above This Line for Recorder's Use

Aaron M. Kappler
Thompson, O'Brien, Kappler & Nasuti, P.C.
100 Timber Trail
Suite 201
Richmond Hill, Georgia 31324

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

THIS PERMANENT SEWER EASEMENT (“Easement”) is made as of the ____ day of _____, 202__ by and between **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia, and **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (“Grantor”) and **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (together with its successors and assigns, “Grantee”).

WHEREAS, Grantor owns certain real property by Warranty Deed dated October 21, 2016, and recorded in Deed Book 2374, Pages 882-883, in the records of the Clerk of Effingham County, and comprised of approximately 1 acres +/-, being described by legal metes and bounds and being more fully shown on the Minor Subdivision Well Plat, dated May 3, 2016 and prepared by Hussey Gay Bell, recorded at Plat Cabinet 0184, Page C1-D1 in the records of the Clerk of Effingham County (the "Property"), and attached hereto as Exhibit "A" and incorporated herein by such reference; and

WHEREAS, Grantee requires certain temporary and permanent easement rights for the construction and maintenance of the project identified as the I-16 Regional Sewer Improvements Project/I-16 Force Main Improvements/PI Number 29088.0000 (the "Project"); and

WHEREAS, as set forth herein, Grantor agrees to grant and convey to Grantee such easement rights over a portion of the Property identified as Parcel 10A for the Project, and being described by legal metes and bounds and being more fully shown and identified on the Easement Plat for Bryan County Board of Commissioners, dated _____ and prepared by Thomas & Hutton, attached hereto at Exhibit “B”, and incorporated herein by such reference; and

WHEREAS, Grantor and Grantee have entered into that certain Intergovernmental Agreement Between Effingham County and Bryan County as of December 6, 2023 (“IGA”), relating to the issuance of certain development and building permits, inspections, final plats and certificates of occupancy and collection of fees thereof for the Project and for the provision of emergency services on property located in the jurisdiction of Effingham County; and

WHEREAS, Grantor and Grantee have entered into that certain Sewer Service Agreement between Effingham County and Bryan County as of December 6, 2023 (“Sewer Service Agreement”), relating to the grant of certain sewer capacity and related rights for the Project;

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants and conveys an easement as set forth herein:

Article 1 Definitions

1.1 “Permanent Easement Area” shall mean and refer to that the area comprised of 0.003 acres +/- (135 square feet) and as more fully described by metes and bounds description and as shown and labeled as “Required Permanent Water, Sewer and Access Easement Area” on the Easement Plat defined below and attached hereto as on Exhibit “B”, and incorporated herein by such reference.

1.2 “Temporary Construction Easement Area” shall mean and refer to the area comprised of 0.199 acres +/- (866 square feet) and as more fully described by metes and bounds description and as shown and labeled as “Temporary Construction Easement Area” on the Easement Plat attached hereto as on Exhibit “B”, and incorporated herein by such reference.

1.3 “Easements” shall mean and refer to collectively, (i) the Temporary Construction Easement, and (ii) the Required Permanent Water, Sewer and Access Easement.

1.4 “Water/Sewer Facilities”, “Utilities Facilities”, or “Water, Sewer” shall mean and refer to collectively, the water, sewer, reuse water and wastewater infrastructure and equipment, manholes, sampling stations, fire hydrants, utility piping and equipment useful for such purposes and other water and sewer infrastructure, to be constructed within the Permanent Easement Area and operated and maintained by the Grantee.

1.4 “Easement Plat” shall mean and refer to that plat entitled “Exhibit A Bryan County I-16 Regional Sewer Improvements Project”, prepared by Thomas & Hutton, Sheet 4 of 6, attached hereto as Exhibit “B” and incorporated and made a part hereof by such reference.

Article 2 Grant of Easements

2.1 Grantor hereby grants and conveys unto the County, its agents, employees and contractors (collectively, the “Grantee Agents”), a temporary non-exclusive access and construction easement (the

“Temporary Construction Easement”) for the purpose of installing and constructing the Water/Sewer Facilities, and access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area. Upon the earlier of (a) two (2) years from the date of this Agreement or (b) completion and final acceptance of the initial Water/Sewer Facilities by the Grantee, the Temporary Construction Easement shall automatically terminate. Grantee will provide written notice to Grantor upon completion and final acceptance as set forth in subsection (b) above. If Grantee needs additional time beyond two (2) years from the date of this Agreement, Grantee shall request such additional time from Grantor, and Grantor will promptly provide such additional time, at no additional cost to Grantee, so long as the request is reasonably necessary to complete the installation and construction of the Water/Sewer Facilities as described herein.

2.2 Grantor hereby grants and conveys unto the Grantee, the Grantee Agents and the Grantee’s successors and assigns, a perpetual exclusive access and utility easement (the “Required Permanent Water, Sewer, and Access Easement”) for the purpose of utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving the Water/Sewer Facilities, and for access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area.

2.3 The grant of the rights herein includes (and Grantor hereby acknowledges and consents to the Grantee’s grant of) the right at all times deemed necessary by Grantee for the Grantee Agents to exercise the rights herein granted to the Grantee, including, without limitation, to access said Permanent Easement Area, as necessary to obtain access to the Water/Sewer Facilities and for the purpose of exercising the rights herein granted and for no other uses or purposes; provided, however, that Grantor reserves the right to use the Permanent Easement Area in common with Grantee, and may cross and recross said Permanent Easement Area with persons, equipment, vehicles, fences, landscaping and similar uses, provided that such reservation of rights do not interfere with Grantee’s rights hereunder. The failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time-to-time to exercise any or all of the same. Any waiver shall be in writing and signed by the party granting such waiver.

2.4 No building, shed, mobile home, swimming pool, berms or other such permanent structures shall be erected or constructed within the Permanent Easement Area, without Grantee’s express written consent. Grantor furthermore warrants that no fencing, crops, trees, large shrubs, or any other vegetation and landscaping features shall be erected or planted within the Permanent Easement Area in such manner as materially and adversely interferes with Grantee’s exercise of its rights granted herein, including, without limitation, access to and/or use or enjoyment of the Permanent Easement Area. No other utilities shall be permitted within the Permanent Easement Area without prior written encroachment approval issued by Grantee, subject to any existing utilities for Grantor’s use of the Property. In no case shall utilities encroachments approved by Grantee be installed within five feet of the Water/Sewer Facilities. No fill material or paving shall be placed within the Permanent Easement Area unless approved in writing by the Grantee (which approval shall not be unreasonably withheld, conditioned or delayed). Any of the foregoing items placed upon or planted within the Permanent Easement Area in contradiction or violation of this Section 2.4 shall be promptly removed at the Grantor's expense.

2.5 Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Permanent Easement Area by any person, which removal is necessary for the Grantee’s use of the Easement Area; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same condition as existed before such disturbance of the surface area; and, further provided that, if the affected area within the Permanent Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Permanent Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor’s grant of rights herein.

2.6 Grantee and Grantee's Agents shall not disturb the existing water tower owned and maintained by Grantor on the Property, any existing or current utility connections to the water tower on the Property, or the security fence surrounding the water tower on the Property. No rights granted in the Temporary Construction Easement Area or the Permanent Easement Area shall disrupt, limit, prevent or hinder Grantor's use of the Property for purposes of maintenance and operation of the water tower on the Property. No areas of the Property outside the Temporary Construction Easement Area or the Permanent Easement Area shall be used for storage or staging of materials and equipment, ingress/egress or access.

2.7 Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Permanent Easement Area, which removal is necessary for the purposes and uses set forth herein and as necessary for the Grantee's use of the Permanent Easement Area; provided, however, that the Grantee shall minimize any such clearing and removal of existing trees and natural areas and wetlands located in the Permanent Easement Area; and further shall restore all disturbed areas existing in the Permanent Easement Area to the same condition, cut and contour as existed immediately before such disturbance in compliance with federal, state and local requirements. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Permanent Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor's grant of rights herein.

2.8 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Permanent Easement Area or the Temporary Easement Area, but merely grants the rights, privileges and easement rights herein above set out. No rights granted in this Sewer Easement or in the Permanent Easement Area can be assigned to any party without the express consent of Grantor.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this instrument, under seal, after being duly authorized to do so, and delivers the same to Grantee.

Signed, sealed and delivered in the
presence of:

Witness

Print Name: _____

Notary Public

My commission expires:_____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTOR:

EFFINGHAM COUNTY, GEORGIA, a political subdivision
of the State of Georgia,

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Notary Public

My commission expires:_____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTEE:

BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

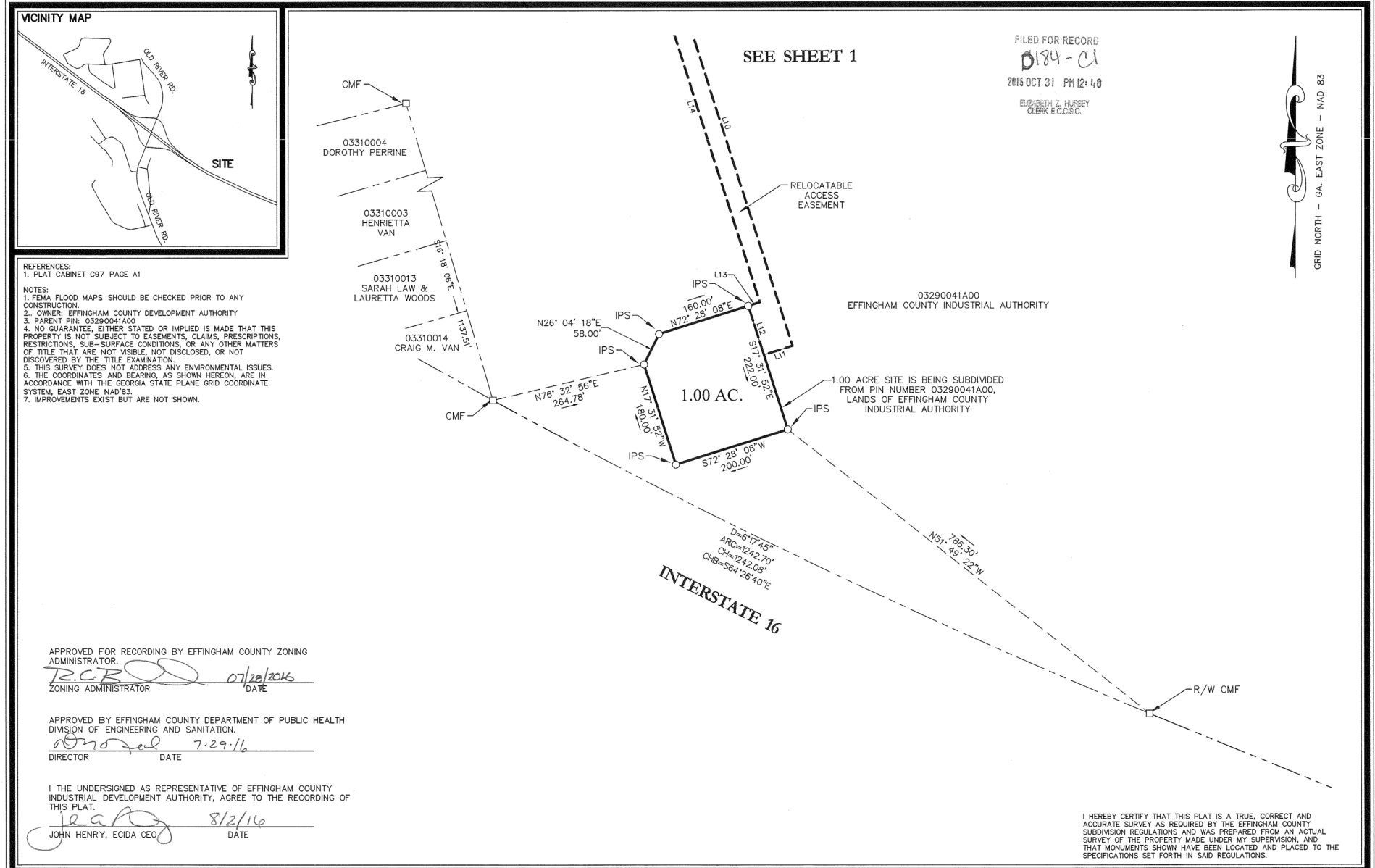
Title: _____

Exhibit “A” to Form of Water Tower Easement

[APPEARS ON FOLLOWING PAGE]

Exhibit "A" to Form of Water Tower Easement

J:\Surveys\EFFINGHAM\Logisticcenter\wellsite_plat\Plat.dwg



MINOR SUBDIVISION WELL SITE PLAT

BEING A 1.00 ACRE PORTION OF LANDS OF EFFINGHAM COUNTY DEVELOPMENT AUTHORITY, EIGHTH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA
FOR: EFFINGHAM COUNTY DEVELOPMENT AUTHORITY

FIELD DATE: APR. 29, 2016
PLAT DATE: MAY 3, 2016

REVISED:

JOB NO.

SCALE: 1"= 100'

ERROR OF CLOSURE: FIELD - 1/45,789
ERROR OF CLOSURE: PLAT - 1/INFINITY
ANGULAR ERROR: 1" PER POINT
NUMBER OF LOTS: N/A
AREA: 1.00 ACRE
EQUIPMENT USED: TOTAL STATION

0 50 100

HUSSEY GAY BELL
Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

HUSSEY, GAY, BELL & DEYOUNG, INC.
CERTIFICATE OF AUTHORIZATION: LSF 300
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



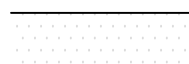
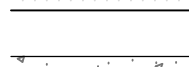
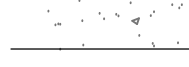
Exhibit “B” to Form of Water Tower Easement

[APPEARS ON FOLLOWING PAGE]

LEGEND






■	CONC. MONUMENT FOUND
←	GUY WIRE
●	IRON PIPE FOUND
●	IRON REBAR FOUND
+	UNDERGROUND UTILITY LINE MARKER
☆	LIGHT POLE
⚡	POWER POLE
丁	SIGN
⊗	SANITARY MANHOLE
☒	TELEPHONE BOX
⊗	WATER METER
○	COMPUTED POINT (NO MONUMENT)

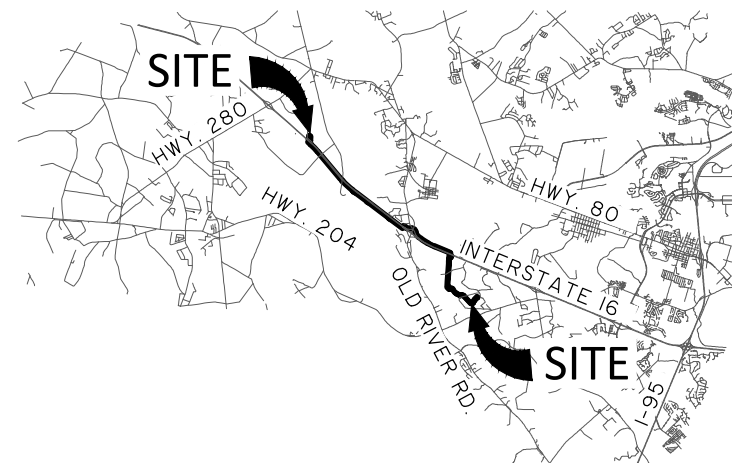
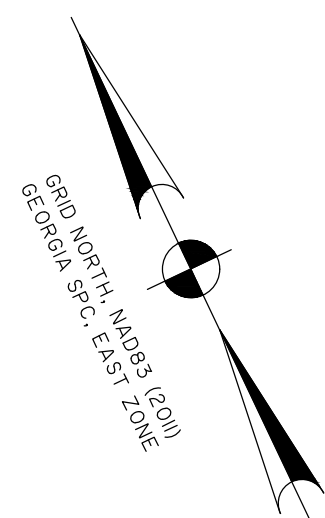
HATCH PATTERN LEGEND

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	GRAVEL/EARTH DRIVE

LINE-TYPE LEGEND (UTILITIES)		
—	UTL	UNDERGROUND TELEPHONE LINE
—	UTL	UNDERGROUND TELEPHONE LINE
—	GAS	UNDERGROUND NATURAL GAS LINE
—	QHP	OVERHEAD POWER LINE
—	QHP	OVERHEAD POWER LINE
—	QGP	UNDERGROUND POWER LINE
---	FM	SANITARY SEWER FORCE MAIN
---	FM	SANITARY SEWER FORCE MAIN
---	SS	SANITARY SEWER LINE
---	SS	SANITARY SEWER LINE
---	W	STORM DRAINAGE LINE
---	W	WATER DISTRIBUTION LINE
---	W	WATER DISTRIBUTION LINE

LINETYPE LEGEND (PLANIMETRICS)

	WOODS LINE
	RAIL ROAD TRACKS
	GUARD RAIL
	DITCH/CREEK CENTER-LINE
	WIRE FENCE



VICINITY MAP not to scale

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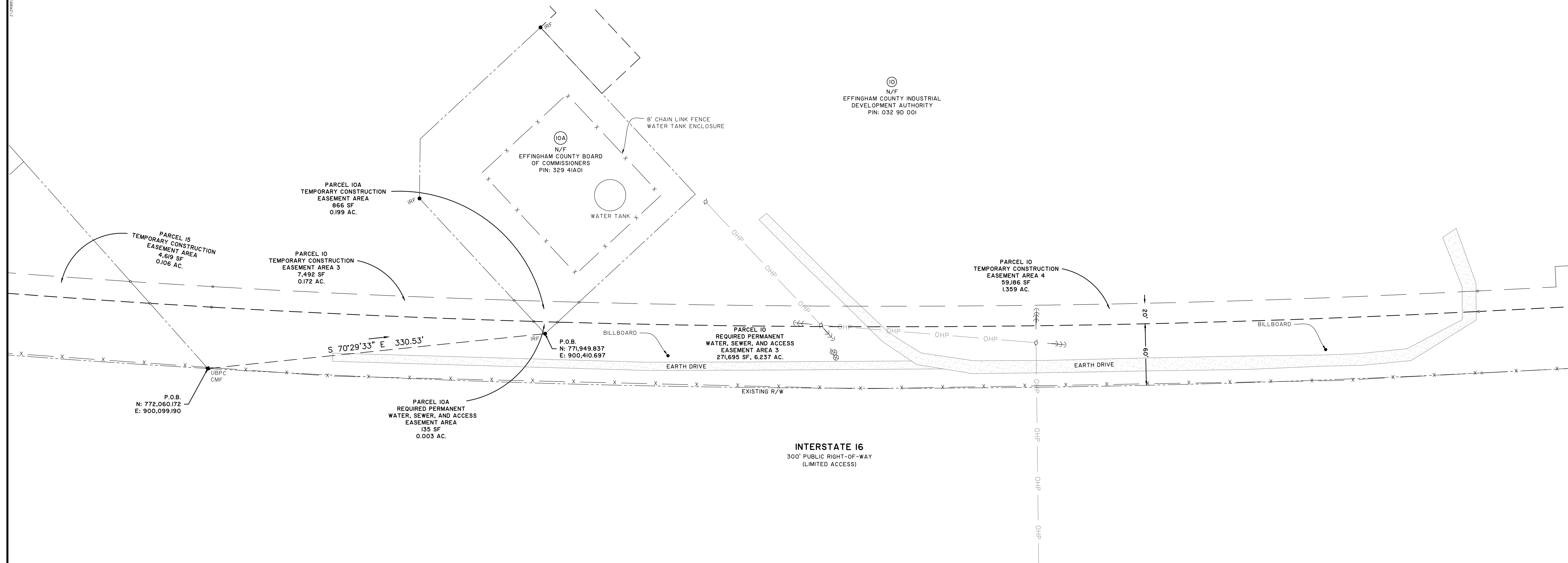


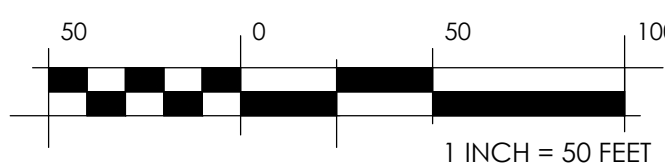
EXHIBIT A
BRYAN COUNTY
I-16 REGIONAL SEWER
IMPROVEMENTS
PROJECT

EFFINGHAM COUNTY, GEORGIA

prepared for
BRYAN COUNTY BOARD
OF COMMISSIONERS



50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com



job 29088.0000

SHEET 4 OF 6

Exhibit “B” to Form of Water Tower Easement

EXHIBIT "E" - FORM OF FINAL CONSENT ORDER AND JUDGMENT

IN THE SUPERIOR COURT OF EFFINGHAM COUNTY STATE OF GEORGIA

BRYAN COUNTY, a political subdivision of the
State of Georgia,

Condemnor,
v.

CERTAIN EASEMENT RIGHTS; and IHB
Holdings Limited Partnership; Linda McDaniel,
as Tax Commissioner of Effingham County
Georgia; and any and all other persons having
or claiming any right or interest in and to said
lands, individually,

Condemnees.

Civil Action
File No. SUCV2023000077

Parcel 18

[PROPOSED] FINAL ORDER AND JUDGMENT

This matter having come before the Court on a *Motion for Entry of Final Order and to Dismiss Petition to Set Aside, and Dismiss Condemnation Action*; and having been read and considered,

IT IS HEREBY ORDERED AND ADJUDGED that:

1. The *Motion for Entry of Final Order and to Dismiss Petition to Set Aside, and Dismiss Condemnation Action* is GRANTED.
2. This Court's Order entered on June 12, 2023 in this case (the "June 12th Order") is AMENDED as follows:

- a. The following sentence, "That the property rights described in the Condemnation Petition, being shown to be within the bounds of the required property, are hereby condemned for the use of Bryan County, Georgia, together with such rights as described in the Condemnation Petition under authority of the Official Code of Georgia Annotated," is hereby deleted from the June 12th Order and is replaced

with and superseded by the following: “That the following property rights, being ± 58,561 square feet (1.344 acres) of exclusive permanent sewer easement and ± 37,283 square feet (0.856 acres) of permanent water easement, as further described and shown in that certain Permanent Water and Sewer and Access Easement Agreement, filed and recorded on August 9, 2024, at Deed Book 2924, Pages 886–898, Effingham County, Georgia real estate records, are hereby condemned for the use of Bryan County, Georgia.”

- b. All other portions of the June 12th Order shall remain in full force and effect.
3. Upon execution by the Court and filing in the case docket, Bryan County shall record the Final Consent Order and Judgment in the real estate records of Effingham County cross referencing the affidavit filed by Bryan County’s counsel recorded on June 15, 2023 at Deed Book 2854, Page 240, Effingham County real estate records, to further update, reflect and be consistent with the easement rights and easement areas established in the Permanent Water and Sewer Agreement on the Subject Property in this action.
4. Condemnor also shall execute and record, in the form attached hereto as **Exhibit “A”** and incorporated herein by reference, an updated Affidavit of Facts Affecting Title in the real estate records of Effingham County cross-referencing the two prior affidavits filed by Bryan County’s counsel (the first recorded on May 19, 2023 at Deed Book 2848, Page 768, and the second on June 15, 2023 at Deed Book 2854, Page 240, Effingham County real estate records), cross-referencing those two prior affidavits and acknowledging and confirming of record that (i) title to the Subject Property vested in Condemnee Effingham Board of Commissioners as of June 6, 2023, (ii) Bryan County acquired only those certain easement rights over the Subject Parcel on December 6, 2023 pursuant to the Permanent

Water and Sewer Easement, and (iii) the recorded Order of June 12, 2023 in the Condemnation Action is of no force and effect with respect to any other property rights or interests in the Subject Parcel.

5. Bryan County previously deposited the sum of \$753,200.00 into the registry of the Court upon the filing of this case on June 7, 2023, as confirmed by the Certificate of the Clerk filed June 7, 2023. Bryan County may apply to the Court for a return of the entire \$753,200.00.
6. The *Petition to Set Aside, Dismiss, Vacate and Annul Condemnor's Petition for Condemnation in Rem and Declaration of Taking and Brief in Support Thereof*, filed on June 30, 2023 by Effingham County, a political subdivision of Georgia, and Effingham County Board of Commissioners is DISMISSED.
7. The *Notice of Appeal in Condemnation Action*, filed on June 30, 2023 by Effingham County, a political subdivision of Georgia, and Effingham County Board of Commissioners is DISMISSED.
8. Any and all allegations in this condemnation action that Bryan County damaged any wetlands or that Bryan County failed to comply with the Georgia Constitution, law, and/or acted in bad faith are withdrawn.
9. This case, initiated by Bryan County's filing of a Condemnation Petition and Declaration of Taking on June 7, 2023, is DISMISSED.
10. Upon the return of Bryan County's entire prior deposit in the registry of the Court to County as provided herein, the Clerk is hereby directed to move this action to the closed docket.
11. All costs of this action shall be taxed against Bryan County.

12. Each party shall be responsible for payment of its own attorneys' fees with respect to this action.

13. The entry of this Final Order and Judgment is a full and final adjudication and settlement of any and all claims which were raised or could have been raised by any party in this action, including for just and adequate compensation for the taking and damaging of property and property interests.

SO ORDERED this ____ day of _____, 202__.

JUDGE, SUPERIOR COURT OF EFFINGHAM COUNTY

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[SIGNATURE OF THE PARTIES APPEARS ON THE FOLLOWING PAGE]

PREPARED AND SUBMITTED BY:

/s/ Christian F. Torgrimson

Christian F. Torgrimson

Georgia Bar No. 714749

Eli W. Awbrey

Georgia Bar No. 260107

Attorneys for Effingham County, a political subdivision of Georgia, and Effingham County Board of Commissioners

Parker Poe Adams & Bernstein LLP

1075 Peachtree Street NE

Suite 1500

Atlanta, Georgia 30309

(678)-690-5750 (Telephone)

(404)-869-6972 (Facsimile)

christiantorgrimson@parkerpoe.com

eliawbrey@parkerpoe.com

CONSENTED TO BY:

Aaron M. Kappler

Georgia Bar No. 272533

Attorney for Bryan County, Georgia

Thompson, O'Brien, Kappler & Nasuti, P.C.

100 Timber Trail

Suite 201

Richmond Hill, Georgia 31324

(912) 348-1776 (Telephone)

akappler@tokn.com

**EXHIBIT “A” TO FORM OF FINAL CONSENT ORDER AND JUDGMENT -
FORM OF AFFIDAVIT OF FACTS AFFECTING TITLE**

[SPACE ABOVE RESERVED FOR RECORDER’S USE]

After recording return to:

Thompson, O’Brien, Kappler & Nasuti, P.C.
100 Timber Trail, Suite 201
Richmond Hill, Georgia 31324

Cross Reference:

Deed Book 2848, Page 768,
Deed Book 2854, Page 240,
Effingham County, Georgia records

Effingham County Tax PIN No. 0331 0022

AFFIDAVIT OF FACTS AFFECTING TITLE

STATE OF GEORGIA

COUNTY OF _____

IN RE: Certain lots, tracts or parcels of land situate, owned by the Board of Commissioners of Effingham County, Georgia by virtue of that certain Limited Warranty Deed recorded at Deed Book 2852, Page 427, and lying and being in the 1559th G.M. District, Effingham County, Georgia, being known as Tract 2 (7.424 acres, more or less) and Tract 3 (2.821 acres, more or less), as shown and more particularly described on that certain map or plat made by M. Jerry Tomberlin, Jr., R.L.S. No. 2942, dated June 6, 2023 and recorded in Plat Book 29, Page 614 in the records of the Clerk of Superior Court of Effingham County, Georgia, further identified as Effingham County Tax PIN No. 0331 0022 (the “Property”).

Before the undersigned attesting officer came Aaron M. Kappler, Bryan County Attorney, who, being duly sworn, did depose and say as follows:

My name is Aaron M. Kappler. I am over twenty-one (21) years of age, am under no legal disability, am competent to give this *Affidavit of Facts Affecting Title* (“Corrective Affidavit”), and have personal knowledge of the facts contained herein.

1.

On May 19, 2023, I filed an Affidavit of Facts Affecting Title, recorded at Deed Book 2848, Page 768–775, Effingham County, Georgia real estate records (the “First Affidavit”), which referenced, and attached as Exhibit “A” thereto, a Notice of Intent to Condemn. The Notice of Intent to Condemn notified the then-owner of the Property of Bryan County’s intent to condemn a portion of the Property and provided a legal description and plat describing and showing the specific property interests sought by Bryan County over the Property. But Notices of Intent to

Condemn carry no legal effect. Property rights and interests may only be acquired via condemnation upon the filing of a Petition for Condemnation and Declaration of Taking in the superior court for the county in which the property is situated and the condemning authority's deposit of its estimate of just and adequate compensation into the registry of such superior court—Bryan County issuing this Notice of Intent to Condemn satisfied none of these conditions, and thus created no vested rights or conveyed any legal interest in the Property or the portion of the Property described therein.

2.

On June 15, 2023, I filed another Affidavit of Facts Affecting Title, recorded at Deed Book 2854, Pages 240–251, Effingham County, Georgia real estate records (the “Second Affidavit”), which referenced and attached as Exhibit “A” thereto a June 12, 2023 Order (the “Original Order”) in Civil Action File No. SU23CV077P purporting to vest title in certain property described and shown in such Order, and in Exhibits “B” and “C” attached to the Second Affidavit.

3.

The Superior Court of Effingham County entered an Order on _____, 202__ (the “Amending Order”) amending the Original Order and dismissing the Condemnation Petition and Declaration of Taking contemplated by the Original Order. The Amending Order provided that the following property rights, being \pm 58,561 square feet (1.344 acres) of exclusive permanent sewer easement and \pm 37,283 square feet (0.856 acres) of permanent water easement, as further described and shown in that certain Permanent Water and Sewer and Access Easement Agreement, filed and recorded on August 9, 2024, at Deed Book 2924, Pages 886–898, Effingham County, Georgia real estate records (the “Easement Agreement”), were condemned for the use of Bryan County, Georgia. A copy of the Amending Order is attached hereto as Exhibit “1”.

4.

I hereby expressly acknowledge that the Original Order has been amended to reflect the property interests actually acquired by Bryan County under the Easement Agreement. I further expressly acknowledge that the First Affidavit had no legal force or effect on the chain of title for the Property and the Second Affidavit was mooted and invalidated under the Amending Order.

5.

This Corrective Affidavit is made pursuant to the provisions of O.C.G.A. § 44-2-20 and in connection with Bryan County, Georgia's acquisition by in rem condemnation of title to the property rights and interests described herein. This Corrective Affidavit clearly reflects the facts affecting title to the premises described herein.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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Sworn to and subscribed before me this
_____ day of _____, 20____.

Notary Public
My Commission Expires:

Aaron M. Kappler
Georgia Bar No. 272533

[AFFIX NOTARIAL SEAL]

EXHIBIT “1” to Form of Affidavit of Facts Affecting Title - Amending Order

[Insert Amending Order Entered by Court]