PURCHASE SALE AGREEMENT

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o Real Estate and Facilities Management, 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202, hereinafter called the "Seller", and the City of Lawrenceville, Georgia , a municipal corporation in the State of Georgia , whose address is 70 S Clayton St, Lawrenceville, Georgia 30046 , hereinafter called the "Buyer", provides:

1. PURCHASE AND SALE: For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Premises, as hereinafter defined, pursuant to and in accordance with the terms and conditions of this Agreement. Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the land or property rights shown or identified on Exhibit "A", attached hereto and made a part hereof, hereinafter called the "Premises". The Premises is located at Lawrenceville, County of Gwinnett, State of Georgia, and contains 0.99 acres, more or less.

2. PRICE:

2.1 The purchase price for the Premises is TWO HUNDRED AND FIFTY THOUSAND AND NO/100 U.S. DOLLARS ($250,000.00) (hereinafter the "Purchase Price").

3. DEPOSIT:

3.1 A non-interest bearing deposit payable to the order of Seller in the amount of TWENTY-FIVE THOUSAND AND NO/100 U.S. DOLLARS ($25,000.00) (hereinafter the "Deposit") accompanies Buyer's execution of this Agreement. The balance of the Purchase Price shall be paid at settlement or closing of the transaction (hereinafter the "Closing"), in cash, by certified or cashier's check, or by other readily available funds acceptable to Seller.

3.2 The Deposit shall be applied to the Purchase Price at Closing. The Deposit shall be refunded to Buyer only in the event Buyer's Offer (as defined hereinafter) is not accepted by Seller or upon termination as provided for in the Agreement.

3.3 If Buyer fails to close pursuant to Section 9 or perform in accordance with the terms hereof, Buyer agrees and consents that the Deposit shall be forfeited to and retained by Seller.

4. OFFER, ACCEPTANCE, CONTRACT:

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of THIRTY (30) days from the date of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement (the "Execution Date"). Failure of Seller to accept the Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void, and the Deposit shall be returned to Buyer.

4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated as an original.

5. CONTINGENCIES:

5.1 This Agreement is contingent upon the following events, if any:

(a) Sections 8, 10, 13 and 14 herein, and,
(b) Seller being successful in acquiring authority from the Surface Transportation Board (STB) to abandon railroad operations over the premises;
(c) Buyer must file a Notice Of Interim Trail Use (NITU) with the STB.

5.2 The contingencies listed in Section 5.1 above must be satisfied or complied with within 180 days from the Execution Date (the "Contingency Date"). If the contingencies listed in Section 5.1 are not satisfied or complied with by the Contingency Date, Buyer may, at Buyer's sole option, elect to terminate this Agreement by written notice to Seller given on or before the Contingency Date. If terminated, the Buyer shall be entitled to a refund of the Deposit, and Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises. If written notice to terminate is not given by Buyer to Seller on or before the Contingency Date, the option to terminate and the contingencies other than 5.1 (a), (b), (c) which must be met, shall be deemed waived, the Deposit shall not be refunded to the Buyer, and Buyer and Seller will proceed to Closing in accordance with the remaining terms of this Agreement.

6. DEED:

6.1 As early as practicable after execution of this Agreement by all parties, Seller will prepare and submit to Buyer, for Buyer's comments, a form of deed in conformance with the terms of this Agreement to convey the Premises to Buyer. Buyer shall have a period of five (5) calendar days after receipt of said deed to examine same and notify Seller of any comments. If no comments are received within the five (5) day period, Buyer shall be deemed to have approved the deed in the form submitted. Seller shall have no obligation to modify the deed to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement.

6.2 The conveyance shall be by quitclaim deed conveying all of Seller’s right, title and interest in the Premises, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

6.3 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as a recreational trail. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose

other than a recreational trail and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short-term child care of any kind, or (c) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human). By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

NO ACCESS: Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property not owned by Grantor. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by Grantor.

FENCING: Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guardrails, or the absence thereof.

Prior to commencement of any development or construction on the Premises, Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the NORTHERN line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad operating property. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining operating property.

DRAINAGE: Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the adjacent railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, and assigns, shall maintain that portion of the existing slope and toe of slope located on the Premises in such a manner as to insure that the slope does not fall, slide or otherwise undermine Grantor's tracks, operating corridor, roadbed, or other lands and facilities of Grantor. Grantee further covenants to insure lateral and subjacent support of railroad tracks, the operating corridor, roadbed, and land.

Grantee acknowledges that this deed is made upon Grantee's solicitation and request, and was not in any way initiated by Grantor. Grantor does not represent or warrant to Grantee any ownership or estate in the Premises

or any specific title or interest in the Premises, which constituted a strip of Grantor's former railroad operating property; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Premises.

Grantee hereby agrees, to the extent permitted by Georgia law, if any, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

NOISE, LIGHT, FUME, VIBRATION ABATEMENT: Grantee, its successors and assigns, by acceptance of this deed, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Premises and the adjacent land(s) of Grantor or any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Grantee assumes all liability and responsibility respecting noise, light, fume or vibration abatement or reduction structures and covenants not to sue Grantor, its successors or assigns for existence of the noise, light, fumes and vibrations from Grantor's operations. Grantee acknowledges that the Grantor's adjacent railroad operation is a 24-hour a day, seven day a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

6.4 Seller shall except and reserve unto itself as Grantor, its successors and assigns, the following easements, rights and interests:

EXCEPTING unto Grantor all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

EXCEPTING unto Grantor the ownership in and to all railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", within and on the Premises. Grantee shall remove the Track, at its sole cost and expense, within ONE HUNDRED AND TWENTY (120) days after Closing and stockpile same (other than the ballast) for later retrieval by Grantor.

RESERVING unto Grantor, its successors and assigns, a utility easement, hereinafter "the Utility Easement", in, over, and under the Premises for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities including, but not limited to, water, sewer, natural gas, electric, telephone, fiber optics and petroleum products, consisting of cables, lines, pipes or facilities beneath the surface of the Premises and all ancillary equipment or facilities (both underground and surface), and the rights to attach the same to existing bridges or poles on the Premises, and such surface rights necessary to accomplish the same TOGETHER WITH the further right to assign the Utility Easement, rights and facilities, in whole or in part, and to lease, license or permit third parties to use the Utility Easement, rights and facilities; PROVIDED that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

RESERVING unto Grantor, its successors and assigns, an indefinite number of exclusive perpetual utility easements, hereinafter "the Reserved Utility Easements", under the entire width and length of the Premises for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural gas lines, electric, telephone, fiber optic communications systems and petroleum products pipelines consisting of cables, lines, pipes or facilities beneath the surface of the Premises and all ancillary equipment or facilities (both underground and surface), and the right to attach same to existing bridges on the Premises, and such surface rights as may be necessary to accomplish the same; TOGETHER with unrestricted access over the Premises to reach the Reserved Utility Easements and with the further right to assign the Reserved Utility Easements, in whole or in part, and to lease, license or to permit third parties to use the Reserved Utility Easements provided that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises for the location and operation of a recreational trail. The right to use the Premises for utilities shall remain with and be exclusive unto Grantor.

6.5 The deed shall contain the following clause:

RESERVING unto Grantor, its successors and assigns, a perpetual exclusive easement, hereinafter the "Occupancy Easement", in, over, under and along those portions of the Premises encumbered by existing occupancies of every type and nature, whether recorded or not, together with the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, TOGETHER WITH the further right to assign the Occupancy Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Occupancy Easement and/or the rights reserved pursuant thereto.

FURTHER RESERVING unto Grantor, its successors and assigns, a perpetual exclusive utility easement, hereinafter "the Utility Easement", in, over, under and along the entirety of the Premises for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities including, but not limited to, water, sewer, natural gas, electricity, telephone, internet, fiber optics, communications systems and systems for the transmission of petroleum-based and other liquid and gaseous products, consisting of cables, wires, lines, pipes or other facilities beneath the surface of the Premises and all ancillary equipment and facilities (both underground and surface), and the rights to attach the same to existing bridges or poles on the Premises, and such surface rights as are reasonably necessary to accomplish the same, TOGETHER WITH the further right to assign the Utility Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Utility Easement and/or the rights reserved pursuant thereto; PROVIDED that the exercise of such rights does not materially and unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

PROVIDED, that Grantee, its successors and assigns shall not disturb any existing facilities located within the Occupancy Easement or any facilities subsequently placed within the Utility Easement reserved hereunder, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Occupancy Easement or the Utility Easement, EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors or assigns, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Premises at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

7. TITLE SEARCH, INSURANCE:

7.1 Buyer has the option of arranging and paying for such examination of title or title insurance on the Premises as Buyer may desire, at Buyer's sole cost.

7.2 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

7.3 As information, Seller's source of title to the Premises is believed to be:

GRANTOR	DATE	BOOK/PAGE
Mitchell, T K	04/19/1998	8/521
Barn, W J	04/19/1898	8/556

This information is provided solely to assist Buyer in reviewing title to the Premises and is not intended to, and shall not be relied upon, by Buyer.

8. SURVEY:

8.1 Immediately upon notice of Seller's acceptance of this Agreement, Buyer shall obtain a survey of the Premises conforming to applicable State minimum technical requirements at Buyer's expense.

8.2 Within thirty (30) days of the Execution Date, Buyer shall furnish Seller with a metes and bounds description of the Premises in electronic format, and three (3) prints of a survey plat acceptable to Seller and to the Recorder of Deeds for the County or City in which the Premises is located, certified to Buyer and Seller, for use by Seller in preparation of the deed and other papers. If Seller does not accept Buyer's Offer by executing this Agreement, Seller shall reimburse Buyer for the cost of the survey, and Buyer shall thereupon assign all rights therein and copies thereof to Seller.

9. CLOSING: Closing hereunder shall be held within THIRTY (30) days of the Contingency Date. Seller and Buyer agree that the Closing may occur via delivery of funds and closing documents or at such other place as may be mutually agreeable to Seller and Buyer. The time and date for Closing may be extended only by Seller in writing, time expressly being of the essence in this Agreement.

10. POSSESSION: Buyer shall obtain possession of the Premises at Closing, subject to the limitations, terms and conditions of Section 6 of this Agreement, and such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes that the Premises is currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record):

(i) Leases
- (a) SAL052643 dated 01/01/1957 with Greens Fuel Co of Georgia Inc.

(ii) Licenses
- (a) SAL034173 dated 01/29/1946 with City of Lawrenceville
- (b) SCL00806520E dated 07/17/1990 with Bellsouth Telecommunications Inc.
- (c) SCL008065O98 dated 06/13/1973 with Bellsouth Telecommunications Inc.

(iii) Other Occupancies or Limitations (No Known Other Occupancies or Limitations)

(iv) Easements (No Known Easements)

During the term of this Agreement, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. Likewise, during the term of this Agreement, should leases or licenses listed in (i) or (ii) above be determined to cover a continuing Seller obligation, said lease or license will be retained by Seller, after notice to Buyer. As to any items discovered as a

consequence of such research, Seller may elect, in its sole discretion, to either cancel or otherwise terminate such items or, pursuant to Section 10.3, to assign or to partially assign, if such item is applicable to an area greater than the Premises, to the Buyer at Closing.

Seller shall cancel or terminate, at or prior to Closing the following: SAL034173 dated 01/29/1946

10.2 ***INTENTIONALLY OMITTED***

10.3 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller's right, title and interest in all items identified by Section 10.1, or which are subsequently discovered by Seller, unless canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

10.4 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

11. ANNUAL TAXES; RENTS; LIENS; CHARGES:

11.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of $1,000.00 prorated amount on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller.

12. TAXES ON TRANSFER; CLOSING COSTS:

12.1 Buyer shall pay all transfer taxes, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and

shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

12.6 The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person", as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. To the extent permitted by Georgia law, if any, Buyer and Seller shall each indemnify and hold harmless the other with respect to any financial loss caused by the indemnifying party's failure to fulfill its obligations under this Paragraph.

13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct engineering tests (including drilling and coring for preconstruction soil analysis), and to inspect the Premises, including the performance of a Phase I Environmental Site Assessment, but NOT including any sampling and/or analysis of air, soil, surface water or groundwater at, in or under the Premises; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and agrees to defend, indemnify and save Seller harmless, to the extent permitted by Georgia law, if any, from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller ten (10) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right, in Seller's sole discretion, to terminate this Agreement or if Seller permits the entry, Seller reserves the right to monitor and approve all procedures in the conduct of any assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer shall provide in any contract or bids for site assessment or inspections of the Premises a

"confidentiality clause", limiting disclosure of the results and any report only to Buyer (or to Seller, upon request), and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS ($5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.

- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Railroad track or any Railroad bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION DOLLARS ($5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS ($10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Railroad's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Railroad a Construction Risk Fee, currently THREE THOUSAND DOLLARS ($3,000), and thereby be relieved of any obligation to purchase said RPL insurance.

- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Railroad.

- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering all owned, non-owned and hired vehicles.

- Professional Errors and Omissions (E&O) insurance with coverage of not less than ONE MILLION DOLLARS ($1,000,000) Combined Single Limit per occurrence for professional errors and omissions.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all engineering work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental report(s) generated as part of buyer's environmental due diligence, including without limitation, any Phase I Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises.

13.4 If Buyer is unwilling to accept the environmental condition of the Premises after assessment, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement and refund the Deposit to the Buyer. Under no circumstances shall Seller be required to correct, remedy or cure any environmental or other condition of the Premises as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, Buyer shall take the Premises "AS IS" at Closing; assume all risks associated with the environmental condition of the Premises, regardless

of the cause or date of origin of such condition; and release all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition. Buyer further expressly assumes all obligations, liability and responsibility for physical and/or environmental conditions of the Premises up to and including the date of Closing, and agrees to defend, protect, indemnify and hold Seller harmless, to the extent permitted by Georgia law, if any, from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses, remediation and/or removal costs), arising out of any claim(s), present, past or future, for (a) loss or damage to any property, including the Premises (b) injuries to or death of any person(s), (c) contamination of or adverse effects upon the environment (air, ground or water), or (d) any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, hazardous waste, pollutant or contaminant (including petroleum products) in, on or under the Premises or any migration, escape or leakage of such materials, substances, wastes, pollutants or contaminants therefrom.

13.6 ***INTENTIONALLY OMITTED***

13.7 ***INTENTIONALLY OMITTED***

13.8 The Buyer's environmental assessment (NOT including any sampling and/or analysis of air, soil, surface water or groundwater at, in or under the Premises) or (as described in Section 13.1) shall be completed within the Contingency Period.

13.9 The provisions of this Article 13 shall survive Closing or termination of this Agreement.

14. SUBDIVISION APPROVAL; ZONING:

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, costs and expenses, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

15. BROKER'S FEES: The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. To the extent permitted by Georgia law, if any, the Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

16. ASSIGNMENT, LIMITS, SURVIVAL:

16.1 This Agreement may not be assigned by Buyer without the prior written consent of Seller.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

17. DEFAULT:

17.1 In the event of a default by Buyer under this Agreement (including, but not limited to payment of the Deposit within the time specified), Seller may elect to terminate this Agreement by delivery of notice to Buyer and to retain the Deposit and any other money paid by Buyer to or for the account of Seller, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement.

17.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and to receive an immediate return of the Deposit and reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, not to exceed $10,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Article 17, Buyer and Seller shall be relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

17.4 "Default" shall include not only the failure to make prompt payment of any sums when due under this Agreement, but also the failure to fully and timely perform any other acts required of Buyer under this Agreement.

18. NOTICES:

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.

c/o Real Estate and Facilities Management – J180
500 Water Street, 12th Floor
Jacksonville, FL 32202
Attn: Sarah Watson
E-mail: Sarah_Watson@csx.com
Phone: (904) 279-3924

Notices to Buyer shall be sent to:

City of Lawrenceville, Georgia
Attn: City Manager
70 S Clayton St
P.O. Box 2200
Lawrenceville, Georgia 30046
Email: *_____
Phone: *_____

18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. RULES OF CONSTRUCTION:

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state in which the Premises is located, without regard to conflict of law rule.

20. TIME OF ESSENCE: Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

21. TRAIL USE:

If the STB imposes Notice of Intended Trail Use, ("NITU"), conditions on the Premises, the following shall constitute the Interim Trail Use Agreement:

21.1 By Decision and Notice of Interim Trail Use or Abandonment served _____ _____, in STB Docket No. _____(Sub.-No._____), the Surface Transportation Board ("STB")

imposed a 180-day period for Buyer to negotiate an interim trail use/rail banking agreement with Seller for the Premises.

21.2 Buyer agrees that upon acceptance of a quitclaim deed conveying the Premises to Buyer pursuant to the STB's aforementioned order, Buyer or its designee or assignee shall assume full responsibility for management of the Premises; Buyer shall be responsible for any and all taxes that may be levied or assessed against the Premises after Closing; and Buyer shall assume full responsibility for and will indemnify, to the extent permitted by Georgia law, if any, Seller against any potential legal liability arising out of transfer or use of the Premises pursuant to this Agreement. The provisions of this paragraph shall survive the Closing or termination of this Agreement.

21.3 Buyer acknowledges that the Premises remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Buyer to enter into this Agreement, and in the event action is taken to reactivate rail service on the Premises , Seller agrees to compensate Buyer, or assist Buyer as follows:

A.) In the event the STB, or any other entity of the United States Government compels Seller, its successors or assigns, to reactivate rail service on the Premises, or in the event Seller, its successors or assigns, voluntarily takes steps to reactivate rail service on the Premises by seeking to vacate the Notice of Interim Trail Use (the "NITU"), and if the STB approves the vacation of the NITU and reactivation of rail service requiring conveyance of the Premises by the Interim Trail Manager to the Seller, then, in such event, Seller, its successors or assigns, shall pay to the Interim Trail Manager at the time of reactivation a sum equivalent to the Purchase Price as adjusted by the same percentage of increase reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). The amount to be paid by Seller to the Interim Trail Manager shall be calculated in accordance with the following:

(Current Price Index*/Base Price Index**) X Purchase Price = Amount paid to Interim Trail Manager

* Effective average annual CPI for the most recent year ending prior to reactivation.

** Effective average annual CPI for the year of Closing.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the adjustment shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Seller and the Interim Trail Manager.

In the event that rail service is reactivated and reimbursement is required by Seller as set out herein, Buyer shall re-convey the Premises together with all improvements located thereon to Seller

B.) In the event a party other than Seller, its successors or assigns, seeks to reactivate rail service by petitioning the STB to vacate the NITU, and the STB in consideration of its decision to reactivate requires a letter of concurrence to be provided by Seller, its successors or assigns, supporting the vacation of the NITU and reactivation of rail service by such third party, then Seller, its successors or assigns, covenants and agrees that it shall withhold such letter of concurrence until it has received a letter from the Interim Trail Manager stating the Interim Trail Manager's support for reactivation of rail service and vacation of the NITU, and that the Interim Trail Manager has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for the depreciated value of trail related improvements and compensation for transfer and conveyance of the Premises, provided that such compensation shall not be greater than the fair market value of the Premises at that time.

21.4 This Agreement shall be deemed to be the interim trail use agreement between Buyer and Seller for purposes of 16 U.S.C. 1247(d) and all STB orders relating to same pertaining to the Premises.

21.5 The provisions of this paragraph shall survive Closing, termination of this Agreement and/or acceptance of the deed by Buyer.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the _____ day of _____, 20____, in duplicate, each of which shall be considered an original.

WITNESS(ES):

_____

_____

BUYER(S): City of Lawrenceville, Georgia

_____
Print Name: _____
Print Title: _____

_____ (SEAL)
Print Name: _____
Print Title: _____

NOTICE OF SELLER'S ACCEPTANCE

Buyer's Offer to purchase the Premises is accepted by Seller this _____ day of _____, 20___.

WITNESS(ES):

_____

_____

CSX TRANSPORTATION, INC.

By: _____
Print Name: _____
Print Title: _____