



SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " \_\_\_\_\_ "



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for Property known as or located at: Chandler Place, Hartwell Georgia GA

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
(2) leave no question unanswered;
(3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
(4) explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
(5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes.

C. DISCLOSURES.

1. OCCUPANCY: (a) Is the Property vacant? (b) Is the Property or any portion thereof leased?
2. COVENANTS, FEES AND ASSESSMENTS: (a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions? (b) Is the Property part of a condominium or community in which there is a homeowners' association?
3. THE PROPERTY: (a) How many acres are in Property? (b) What is the current zoning of Property? (c) Will conveyance of Property exclude any mineral, oil and timber rights? (d) Are there any governmental allotments committed? (e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?
4. SOIL, TREES, SHRUBS AND BOUNDARIES: (a) Is there any fill dirt on Property? (b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)? (c) Is there now or has there ever been any visible soil settlement or movement? (d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year? (e) Are there any drainage or flooding problems on Property? (f) Are there any diseased or dead trees? (g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Fort Ogleby IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 461-1831.

Yes	No	Don't Know
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**5. TOXIC SUBSTANCES:**

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos?  Yes  No  Don't Know
- (b) Has Property ever been tested for radon or any other environmental contaminates?  Yes  No  Don't Know

**6. OTHER MATTERS:**

- (a) Have there been any inspections in the past year?  Yes  No  Don't Know  
If yes, by whom and of what type? \_\_\_\_\_
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property?  Yes  No  Don't Know
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property?  Yes  No  Don't Know
- (d) Are there any existing or threatened legal actions affecting Property?  Yes  No  Don't Know
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use?  Yes  No  Don't Know
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility?  Yes  No  Don't Know
- (g) If Property is served by well water, is the well on Property?  Yes  No  Don't Know
- (h) Has the Property been enrolled in a Conservation Use Program?  Yes  No  Don't Know  
If yes, when was the Property enrolled? \_\_\_\_\_
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed?  Yes  No  Don't Know

**7. AGRICULTURAL DISCLOSURE:**

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?  Yes  No  Don't Know

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

**8. UTILITIES:**

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property. [The utilities listed below that are not checked do not serve Property.]

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Electricity        | <input checked="" type="checkbox"/> Public Sewer |
| <input checked="" type="checkbox"/> Natural Gas        | <input checked="" type="checkbox"/> Public Water |
| <input checked="" type="checkbox"/> Telephone          | <input type="checkbox"/> Private/Well Water      |
| <input checked="" type="checkbox"/> Cable Television   | <input type="checkbox"/> Shared Well Water       |
| <input checked="" type="checkbox"/> Garbage Collection | <input type="checkbox"/> Other _____             |

**9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES":** [Explanations should reference the number of the question for which more detailed information is being provided.]

1. (a) Property vacant and, to owner's knowledge, has never had any improvements.

2. (a) Covenants attached.

Additional pages are attached.

**SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:**

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: F. M. Glas, Manager

Date: 10-2-19

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Additional Signature Page (F267) is attached.

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Additional Signature Page (F267) is attached.

RECORDED  
Book 980 Page 675-677  
Date 6-29-2022  
Frankie Gray, Clerk

FILED IN OFFICE  
HART SUPERIOR COURT

2022 JUN 29 PM 3:27

  
FRANKIE H. GRAY, CLERK

Hart County, Georgia  
Real Estate Transfer Tax  
Paid: -0-  
Date: 6-29-2022  
PT 61#073: 2022-001027  
Frankie Gray, Clerk

Return Recorded Deed to:  
Ridgway & Ridgway, LLP  
Attorneys and Counselors at Law  
P. O. Box 710  
Hartwell, GA 30643

[Use The Above Space For Recording Data]

## QUITCLAIM DEED

(NO TITLE SEARCH PERFORMED AND NO TITLE OPINION RENDERED BY RIDGWAY & RIDGWAY, LLP)

STATE OF GEORGIA  
COUNTY OF HART

This Indenture, Made and entered into this 28<sup>th</sup> day of June, 2022, between

**SMA PROPERTIES, a Georgia Partnership, by its partners, FORT M. OGLESBY, E. ALLEN JACKSON and C. WILLIAM KIDD**

of the County of Hart, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

**FORT M. OGLESBY, E. ALLEN JACKSON and C. WILLIAM KIDD**

of the County of Hart, State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors, and assigns where the context requires or permits).

WITNESSETH: That the said Grantor, for and in consideration of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, including the distribution of partnership assets to all partners, the Grantees herein, does give, grant, remise, release, and forever quitclaim unto the said Grantee all the right, title, interest, claim or demand the said Grantor has or may have had in and to the following described property to wit:

**All that tract or parcel of land lying and being in the 1112<sup>th</sup> Georgia Militia District of Hart County, Georgia, within the corporate limits of the City of Hartwell, containing 2.664 acres, more or less, and being bounded, now or formerly, substantially as follows: on the Northwest by the right of way of Bartlett Street; on the Northeast by the right of way of Vickery Street; on the Southeast by property of Robert E. Ridgway, Jr.; and on the Southwest by the right of way of Chandler Street (Georgia State Highway No. 51).**

**The boundary line dividing the property herein conveyed and property now or formerly of Robert E. Ridgway, Jr. is more particularly shown on a plat dated January 22, 1992 for Robert**

E. Ridgway, Jr., of record in Plat Book 2-E, Page 149, in the Office of the Clerk of Superior Court of Hart County, Georgia.

**THIS CONVEYANCE** is subject to all zoning ordinances, easements, rights-of-way for public roads and public utilities and any restrictions of record affecting said described property.

The above-described property is the same property conveyed as a one-third undivided interest by Warranty Deed dated April 1, 1996, from Skelton-Morris Associates, a Georgia Partnership, to SMA Properties, a Georgia Partnership, recorded in Deed Book 281, Pages 369-370, in the Office of the Clerk of Superior Court of Hart County, Georgia. Reference is also made to deed dated January 27, 1989 which is recorded in Deed Book 207, Pages 427-429, in said Clerk's Office.

TO HAVE AND TO HOLD the said described property to the GRANTEE so that neither the GRANTOR nor any other person or persons claiming under GRANTOR, shall at any time, by any means, or ways, have, claim or demand any right or title to the aforesaid property, or its appurtenances, or any right thereof, but that same shall be to the only proper use, benefit and behoof of the said GRANTEE forever, in fee simple.

In Testimony Whereof the said GRANTOR has signed and sealed this deed on the day and year first herein written.

Fort M. Oglesby (SEAL)  
Fort M. Oglesby

Signed, Sealed, and delivered in the presence of:

Crystal Rhoads  
Unofficial Witness

Sandra E. Kidd  
Notary Public  
My Commission Expires: 2-27-25

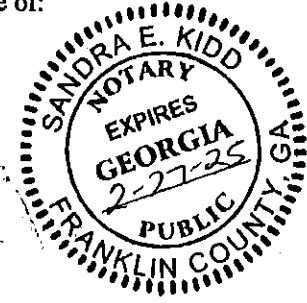


E. Allen Jackson (SEAL)  
E. Allen Jackson

Signed, Sealed, and delivered in the presence of:

Grystal Sheuland  
Unofficial Witness

Sandra E. Kidd  
Notary Public  
My Commission Expires: 2-27-25



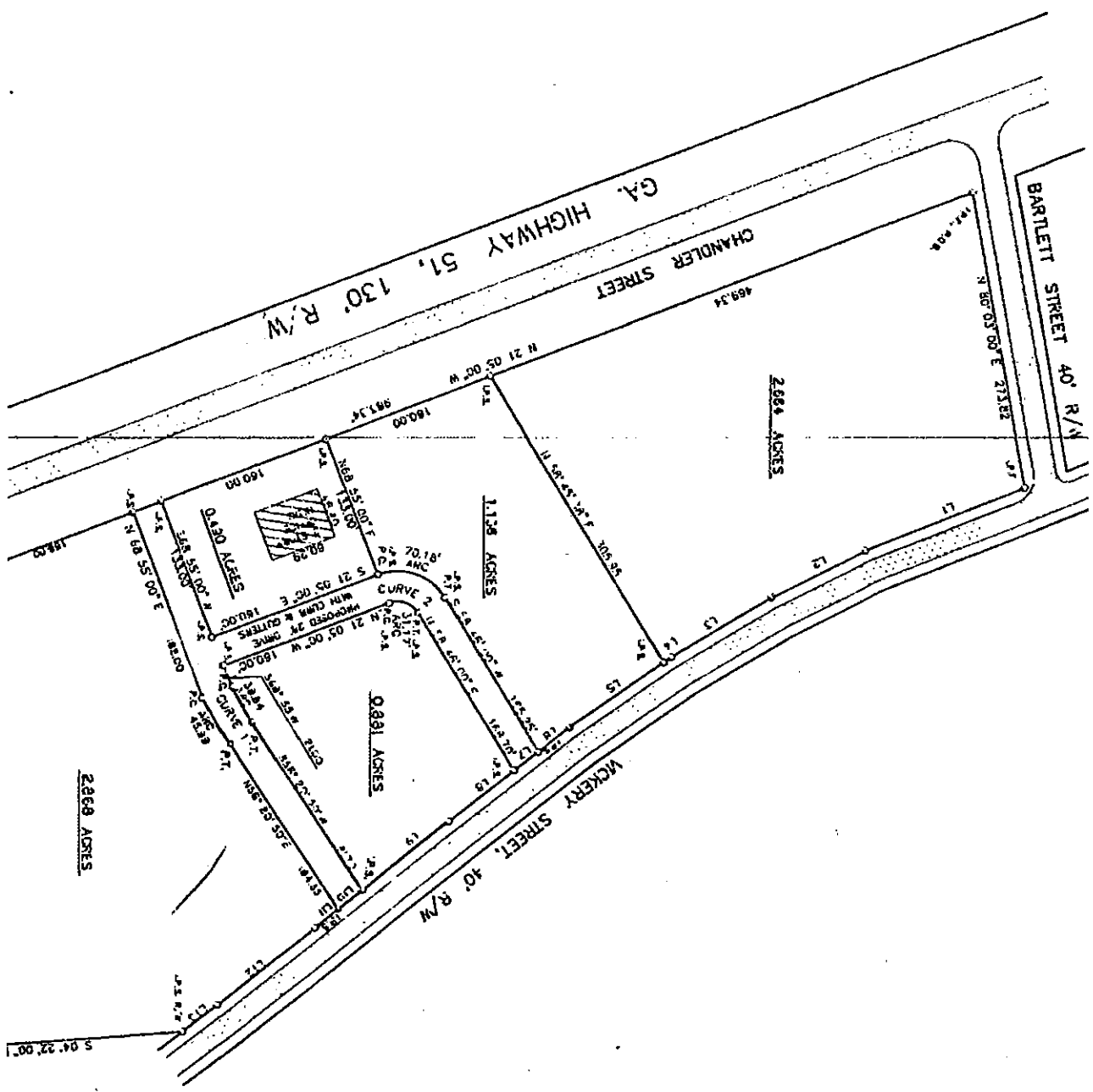
C. William Kidd (SEAL)  
C. William Kidd

Signed, Sealed, and delivered in the presence of:

Grystal Sheuland  
Unofficial Witness

Sandra E. Kidd  
Notary Public  
My Commission Expires: 2-27-25





LINE	BEARING	DISTANCE
L1	S72 08' 00" E	154.70
L2	S26 43' 00" E	35.30
L3	S30 57' 00" E	106.29
L4	S35 13' 00" E	8.56
L5	S35 13' 00" E	104.14
L6	S38 15' 00" E	38.86
L7	S38 15' 00" E	28.21
L8	S38 15' 00" E	74.58
L9	S39 04' 00" E	101.20
L10	S39 04' 00" E	281.3
L11	S39 04' 00" E	27.23
L12	S38 55' 00" E	112.35
L13	S37 59' 00" E	40.22

CURVE NO. 1  
 DELTA = 127 34 37  
 TAN = 21.6  
 LENGTH = 42.31  
 RADIUS = 135.53

CURVE NO. 2  
 DELTA = 79 50 11  
 TAN = 30.43  
 LENGTH = 50.67  
 RADIUS = 38.37

GEORGIA, HART COUNTY  
 CLERK'S OFFICE, SUPERIOR COURT  
 FILED FOR RECORD  
 June 21  
 89 AM 1:15 O'DOONAN

Declaration of Protective Covenants For Chandler Center,  
an Office Park and Business Community

The Owners of the property described in Exhibit A hereof Robert E. Ridgway Jr., Joe M. Wittemore and Skelton-Morris Associates, do hereby declare the following Restrictive Covenants upon said property, same to run with the land and in favor of the Owners and their assigns for as long as any one of the respective owners owns an interest in a portion of this property purchased from the Skelton Estate, but not to exceed 20 years, which covenants may be amended or terminated only upon a unanimous vote, decision or conveyance by the said Owners or the remainder of them in title:

1. This property may not be used for the furnishing of commercial office space for any attorney at law other than Robert E. Ridgway, Jr., without his express written permission or by any Certified Public Accountant other than Joe M. Wittemore or his associates, without his express written permission, or by insurance agents or companies other than Skelton-Morris Associates or their designees without their express written permission;
2. All utilities furnishing service to the buildings and improvements upon the property shall be underground; all garbage containers shall be screened from view from public roads; all exterior signs shall be approved by the Architectural Committee set forth herein and shall be consistent in size, color, design, materials and structure with the signs currently being erected at other Chandler Center facilities.
3. The grantees herein, Robert E. Ridgway, Jr., Joe M. Wittemore and Skelton-Morris Associates, each having one vote on the committee, shall be exclusive members of an Architectural Committee which shall approve all plans of any improvements to be placed upon said property prior to construction. Construction, restoration, or replacement and any substantial addition or alteration of improvements on the property, shall not commence until and unless the Architectural Committee has finally and unqualifiedly approved any and all final plans and specifications. Final Plans as used herein shall mean detailed plans and specifications for all matters relating to (i) the location or expansion of any buildings proposed to be constructed; (ii) the exterior materials and appearance of any building (it being intended that insofar as is reasonable, there be consistency in brick, mortar, trim and roof colors in order to give a consistent appearance to the office park); (iii) site plan; (iv) complete parking layout and driveways; (v) exterior signage on any such buildings or on the premises; (vii) all exterior lighting; (viii) ingress and egress design; and (ix) storm drainage facilities. Approval or disapproval of plans or amendments thereto shall be made within 30 days of the date same are submitted to the Architectural Committee. Approval of plans shall in no way imply that the quality of the material or the manner which the material is assembled is safe or suitable or has particular value. No approval by the Architectural Committee shall be unreasonably withheld from any party. All decisions by the Architectural Committee shall be by majority vote.
4. The Owners herein shall have the complete, free and unfettered use in perpetuity in all streets constructed upon said 8.55 acre tract and shall be entitled to erect and maintain a sign suitable to all grantees at the entrance to said property from Georgia State Highway No. 51. Each additional entry onto any common sign at the entry way to the commercial office park development shall be charged a reasonable fee for construction and maintenance, subject to the approval of the Architectural Committee.
5. Each building constructed on said property shall have sufficient parking spaces for building space constructed so that no part of the subdivision streets must be used for parking.
6. The Owners and their heirs and assigns shall pay a reasonable monthly fee to be set from time to time by the Architectural Committee for the maintenance of all the common areas within said 8.55 acre tract.
7. All improvements to the property must be completed within one year of the date final approval of plans is received from the Architectural Committee!



8. All occupiers of land within the Office Park shall keep their properties well-maintained, reasonably free of litter and other trash, and the landscape and grass areas properly maintained. Dead or diseased shrubbery or trees will be promptly removed.

9. It is further stipulated that the building and parking facilities previously erected by Joe M. Wittmore is hereby approved by the Architectural Committee as meeting the conditions of these covenants.

Date: June 21, 1989

Robert E. Ribbey, Jr.

Joe M. Wittmore

Skelton-Morris Associates

By: Fat m. Ogle

By: E. M. Skelton

By: Wittmore

Signed and sealed in the presence of:

Susan S. Haley  
Witness

Susan S. Haley  
Notary Public

GEORGIA, HARRI COUNTY

CLERKS OFFICE SUPERIOR COURT  
June 21

FILED FOR RECORD

19 89 AT 1:15

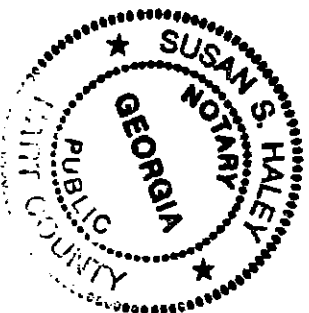
RECORDED June 21 19 89 P M

ON BOOK NO. 210 PAGE 3a5-3a6

W.S. Holladay III

(DEPUTY) CLERK

By Margaret A. Shreston



FILED IN OFFICE  
HART SUPERIOR COURT

'99 JUN 27 PM 2 56

*Joanna S. Martin*  
DEPUTY / CLERK

RECORDED  
BOOK 329 PAGE 365-377  
DATE 1-27-99  
W.E. "BUD" HOLLAND, III, CLERK

(Use above Space for Recording Data)

Please Return to:  
Robert E. Ridgway, Jr.  
Attorney at Law  
P. O. Box 710,  
93 Chandler Center  
Hartwell, GA 30643  
706-376-3991

Please Record From  
Robert E. Ridgway, Jr., Joe M.  
Whittemore and SMA Properties, a  
Georgia Partnership  
Please Record To:  
Robert E. Ridgway, Jr., Joe M.  
Whittemore and SMA Properties, a  
Georgia Partnership

STATE OF GEORGIA  
COUNTY OF HART

DECLARATION OF JOINT AND RECIPROCAL EASEMENTS AND OPERATING  
AGREEMENTS

This Declaration of Joint and Reciprocal Easements and Operating Agreements is made, dedicated and declared on 20<sup>th</sup> day of January, 1999, by the Owners of certain real property described herein. The Owners are Robert E. Ridgway, Jr., Joe M. Whittemore and SMA Properties, a Georgia Partnership.

The Owners are the present owners in fee simple of certain separate parcels of real property which are more particularly described on a plat of survey prepared by Dean H. Teasley, Registered Land Surveyor, of record in Plat Book 2-D, Page 145 in the Office of the Clerk of the Superior Court of Hart County, Georgia, which plat and the recordation thereof are by reference incorporated herein to aid in this description. Robert E. Ridgway, Jr., is the sole owner of the real property described in Exhibit A. Joe M. Whittemore is the sole owner of the real property described in Exhibit B. SMA Properties is the sole owner of the real property described in Exhibit C, which includes the real property described in Exhibit D. Robert E. Ridgway, Jr., Joe M. Whittemore and SMA Properties together own the real property described in Exhibit E.

WITNESSETH THAT

WHEREAS, Owners are the present owners and holders of title to the real property respectively as set forth above and as described in said attached Exhibits A-E.

WHEREAS, Owners have made or caused to be maintained certain improvements to a portion of the property described in Exhibit E, to wit: the construction and establishment of a paved street with curbs and gutters; and

WHEREAS, Owners have erected a sign on the real property described in Exhibit D and desire to construct a new sign in the future for use by the Owners of the real property described in Exhibits A, B and C and their successors in title; and

WHEREAS, Owners intend to convey to others portions of the undeveloped real property now owned separately by the several Owners; and

WHEREAS, Owners desire to re-adopt and re-affirm certain protective covenants for all of the property described in Exhibits A-E; and

WHEREAS, Owners desire to dedicate, create and establish Joint and Reciprocal Easements over and across certain portions of the real property described in Exhibits D and E for the use and benefit of the owners of the real property described in Exhibits A, B and C and their successors in title, as more particularly defined herein; and

WHEREAS, Owners desire to have an operating agreement whereby the owners of the real properties described in Exhibits A, B and C and their successors in title shall have joint and mutual responsibilities regarding said Joint and Reciprocal Easements, the paved street, the sign and the sign property.

NOW THEREFORE:

FOR AND IN CONSIDERATION of the premises and the mutual benefits to be derived by Owners and each and every subsequent owner and the successors in title to the real properties described in Exhibits A, B and C, Owners hereby create, establish, promulgate, set up and declare the Joint and Reciprocal Easements and Operating Agreements set forth herein for the use benefit and enjoyment of the parties hereto and the subsequent owners and the successors in title to the real properties described in Exhibits A, B and C. Said easements and agreements shall be hereby created and established in keeping with the remaining provisions hereof.

Owners hereby create non-exclusive Joint and Reciprocal Easements in perpetuity for ingress, egress and vehicular and pedestrian traffic in, upon, over and across those areas described in Exhibit F, known as "The Paved Street" and also upon, over and across that area shown as a "28' Wide Easement for Proposed Street", said proposed street being particularly described on the attached survey which is designated as Exhibit G. These Joint and Reciprocal Easements shall be binding upon each of the Owners, their heirs, administrators, representatives, successors and assigns and shall inure to the benefit of each of the Owners, their heirs, administrators, representatives, successors and assigns.

The paved street which now exists shall be cleaned, maintained, repaired and replaced as a joint effort by the owners of the real properties described in Exhibits A, B and C and their heirs, successors and assigns. This responsibility and the reasonable cost thereof shall be shared in the percentage of ownership of the whole of the property covered by this Agreement, agreed

to be 5.375 acres, notwithstanding the respective use of said paved street area. In order to protect the value of the respective properties and to insure the proper use and enjoyment of these respective properties, the owners of a majority in interest by acreage of these tracts shall have the full and unrestricted right to cause the maintenance, repair and replacement to be made to said subdivision street as may be necessary to insure that said street is maintained in a good, proper and functional condition and appearance.

The Owners shall also have an easement and right to install, establish, locate, use, enjoy, repair, maintain and relocate underground utilities over, under and across the real property described in Exhibit E such as, among other things, water, power, cable T.V., and the pipes, lines and appurtenant facilities and equipment, in perpetuity, provided that any Owner causing such work to be completed shall be solely responsible for any damage done to the real property and for restoring the real property affected thereby to its original condition.

Any and all utilities must be constructed and installed in such a way and manner so as not to permanently interfere with or adversely affect the use of the paved street for ingress and egress as stated or another owner's use of a utility service.

The Owners also hereby re-adopt and re-affirm for the real property described in Exhibits A-E attached hereto, insofar as same are not inconsistent with this Joint and Reciprocal Easement and Operating Agreement, The "Declaration of Protective Covenants for Chandler Center, an Office Park and Business Community, dated June 21, 1989, recorded in Deed Book 210, Pages 325-326, Hart County Georgia Records (the "Covenants")."

Owner and Owner's respective successors in title acknowledge and agree that this Declaration of Joint and Reciprocal Easements and the easements, rights and privileges granted herein, are essential to the use and enjoyment of each respective part and parcel of the real property and that each of said respective owners shall cooperate fully with the other owners with respect to the use and enjoyment of all of the easements, rights and privileges granted herein.

The Owners also intend to create and do hereby create an easement in and upon the real property described in Exhibit D. Therefore, SMA Properties does hereby grant and convey to Robert E. Ridgway, Jr. and Joe M. Whittemore their heirs and assigns, of the real properties described in Exhibits A and B and retaining for itself and its successors and assigns of and for the real property described in Exhibit C (less that portion of the real property described in Exhibit D) a non-exclusive right of way and easement in and to the real property described as Exhibit D for the purpose of maintaining an appropriate sign containing the words "Chandler Center". The Owners may also add their own names (or business trade names) to the sign upon approval by the Architectural Control Committee referred to in the Covenants. The Owners agree that they have previously constructed a sign which does not contain the name or names of any business within the office park. Reasonable routine maintenance of the sign and surrounding shrubbery shall be performed and paid for by the Owners in the percentage of ownership of the whole of the property covered by this Agreement. Replacement of any signage must be approved as to cost unanimously by all Owners in interest who may be expected to share in such cost, and by the Architectural Control Committee as to design.

This Declaration of Joint and Reciprocal Easements and the easements, rights and privileges granted herein shall be binding upon and shall inure to the benefit of the Owners and their respective legal representatives, successors, heirs, grantees, assigns and successors in title to their respective properties. All of the easements, rights and privileges set forth herein shall be appurtenant to and shall run with real property which is both hereby burdened and benefited. Any conveyance of any of the said land described in Exhibits A-E shall also convey the rights, privileges, duties and obligations contained in this Declaration of Joint and Reciprocal Easements, regardless of whether or not specific mention is made of this Declaration and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations herein.

Any disputes or disagreements which may arise between the Owners of the real properties herein described or any portion thereof regarding the necessity for or the cost of maintenance, repair or improvement of the driveway shall be settled by binding arbitration as provided for under O.C.G.A. Section 9-9-1 through 9-9-18, as amended from time to time.

IN WITNESS WHEREOF, Owners have caused this Declaration of Joint and Reciprocal Easements and Operating Agreements to be duly executed and delivered under their respective hands and seals, as of the day and year first written above.

*Robert E. Ridgway, Jr.* (SEAL)  
Robert E. Ridgway, Jr.

Signed, sealed, declared and delivered in the presence of:

*Ann H. Daley*  
Unofficial Witness

*Judy K. Anderson*  
Notary Public  
My Commission Expires: 11-27-02



*Joan M. Whittemore* (SEAL)  
Joan M. Whittemore

Signed, sealed, declared and delivered in the presence of:

*Alivia G. Burch*  
Unofficial Witness

*Joson A. McEllon*  
Notary Public  
My Commission Expires: 11-27-02

SMA Properties, a Georgia Partnership

Fort M. Oglesby (SEAL)  
Fort M. Oglesby

E. Allen Jackson (SEAL)  
E. Allen Jackson

C. William Kidd (SEAL)  
C. William Kidd

Signed, sealed, declared and  
delivered in the presence of:

Edd C. Dunsen

Unofficial Witness

[Signature]

Nbary Public

My Commission Expires: \_\_\_\_\_



Exhibit A

"The Robert E. Ridgway, Jr. Property"

All that tract or parcel of land, with all improvements thereon, lying and being in the 1112th Georgia Militia District of Hart County, and being within the corporate City Limits of Hartwell, Georgia, containing 1.136 acres, and being bounded substantially as follows: On the Northeast by right of way of Vickery Street; on the Southeast by right of way of subdivision street and property of Joe M. Whittemore; on the Southwest by right of way of Georgia State Highway No. 51; and on the Northwest by other property of the Grantor and property of Joe M. Whittemore and SMA Properties.

Said property is more particularly described as to courses and distances in the following manner, to-wit: To find THE TRUE POINT OF BEGINNING, begin at an iron pin located at the intersection of the northeastern side of the right of way of Georgia State Highway No. 51 (Chandler Street) and the southeastern side of the right of way of Bartlett Street, and running thence along the right of way of Georgia State Highway No. 51, South 21 degrees 05 minutes East a distance of 469.34 feet to THE TRUE POINT OF BEGINNING; thence from THE TRUE POINT OF BEGINNING, along the line separating this property from other property of Grantor, Joe M. Whittemore and SMA Properties North 58 degrees 45 minutes 38 seconds East 305.95 feet to an iron pin corner; thence along the right of way of Vickery Street, South 35 degrees 13 minutes East 104.14 feet to a point; thence South 38 degrees 15 minutes East 35.86 feet to a point; thence along the right of way of the subdivision street, South 58 degrees 46 minutes West 165.25 feet to an iron pin; thence in a southwesterly direction along the arc of a curve designated as Curve 2 on the plat described below a distance of 70.18 feet to an iron pin; thence along the property line of Joe M. Whittemore, South 68 degrees 55 minutes West 133 feet to an iron pin; thence along the right of way of Georgia State Highway No. 51, North 21 degrees 05 minutes West 160 feet to an iron pin, the TRUE POINT OF BEGINNING.

Said property is also more particularly shown and described on a plat dated April 26, 1989, revised June 19, 1989, made by Dean H. Teasley, Registered Land Surveyor, of record in Plat Book 2-D, at Page 145, in the Office of the Clerk of the Superior Court of Hart County, Georgia, which plat and the recordation thereof are by reference incorporated herein to aid in this description.

Exhibit B

"The Joe M. Whittemore Property"

All that tract or parcel of land, with all improvements thereon, lying and being in the 1112th Georgia Militia District of Hart County, and being within the corporate City Limits of Hartwell, Georgia, containing .49 of an acre, and being bounded substantially as follows: On the Northeast and Southeast by right of way of subdivision road; on the Southwest by right of way of Georgia State Highway No. 51; and on the Northwest by property of Robert E. Ridgway, Jr.

Said property is more particularly described as to courses and distances in the following manner, to-wit: To find the TRUE POINT OF BEGINNING, begin at an iron pin located at the intersection of the northeastern side of the right of way of Georgia State Highway No. 51 (Chandler Street) and the southeastern side of the right of way of Bartlett Street, and running thence along the right of way of Georgia State Highway No. 51 South 21 degrees 05 minutes East a distance of 629.34 feet to an iron pin, being the TRUE POINT OF BEGINNING, and running thence along the line separating this property from property of Robert E. Ridgway, Jr., North 68 degrees 55 minutes East a distance of 133 feet to an iron pin corner, thence South 21 degrees 05 minutes East a distance of 160 feet to an iron pin corner, thence South 68 degrees 55 minutes West a distance of 133 feet to an iron pin corner, thence North 21 degrees 05 minutes West a distance of 160 feet to the TRUE POINT OF BEGINNING.

ALSO, all that tract or parcel of land lying and being in the 1112th Georgia Militia District of Hart County, and being within the corporate City Limits of Hartwell, Georgia, containing .881 of an acre and being bounded substantially as follows: On the Northeast by right of way of Vickery Street, and on the Southeast, Southwest and Northwest by right of way of subdivision street.

Said property is more particularly described as to courses and distances in the following manner, to-wit: To find the TRUE POINT OF BEGINNING, begin at the point where the western right of way of Vickery Street and the southern right of way of Bartlett Street corner and running thence South 22 degrees 08 minutes East a distance of 154.70 feet to a point, thence south 26 degrees 43 minutes East a distance of 95.30 feet to a point, thence South 30 degrees 57 minutes East a distance of 106.29 feet to a point, thence South 35 degrees 13 minutes East a distance of 8.56 feet to a point, thence South 35 degrees, 13 minutes East a distance of 104.14 feet to a point, thence South 38 degrees 15 minutes East a distance of 35.86 feet to an iron pin corner, thence South 38 degrees 15 minutes East a distance of 28.21 feet to the TRUE POINT OF BEGINNING, thence from the TRUE POINT OF BEGINNING, South 38 degrees, 15 minutes East a distance of 74.96 feet to a point, thence South 39 degrees 04 minutes East a distance of 101.20 feet to a point, thence along the right of way of a subdivision street (unopened) South 56 degrees 20 minutes 50 seconds West a distance of 181.70 feet to a point; thence in a southwesterly direction along the arc of a curve designated a Curve No. 1 on said plat described below a distance of 39.84 feet to a point, thence South 68 minutes 55 minutes West a distance of 21 feet to an iron pin, thence continuing along the right of way of the subdivision street (paved and open) North 21 degrees 05 minutes West a distance of 160 feet to an iron pin, thence in a northwesterly direction along the arc of a curve designated a Curve No. 2 on said plat described below a distance of 31.17 feet to an iron pin, thence North 58 degrees 46 minutes East



a distance of 168.70 feet to an iron pin, the TRUE POINT OF BEGINNING.

Said property is also more particularly shown and described on a plat dated April 26, 1989, revised June 19, 1989, made by Dean H. Teasley, Registered Land Surveyor, of record in Plat Book 2-D, at Page 145, in the Office of the Clerk of the Superior Court of Hart County, Georgia, which plat and the recordation thereof are by reference incorporated herein to aid in this description.

Exhibit C

"The SMA Properties Property"

All that tract or parcel of land, with improvements thereon, lying and being in the 1112th Georgia, within the corporate limits of the City of Hartwell, containing 2.868 acres, and being bounded, now or formerly, substantially as follows: on the Northeast by the right of way of Vickery Street; on the East by property of Anne Strickland; on the South by property of Fannie P. Bannister; on the Southwest by the right of way of Chandler Street (Georgia State Highway No. 51); and on the Northwest by the right of way of the subdivision street.

Said property is more particularly shown and delineated on a plat of survey dated April 26, 1989, revised June 19, 1989, prepared by Dean H. Teasley, Registered Land Surveyor, of record in Plat Book 2-D at Page 145 in the Office of the Clerk of the Superior Court of Hart County, Georgia, which plat and the recordation thereof are by reference incorporated herein to aid in this description.

Exhibit D

All that tract or parcel of land lying and being in the 1112th Georgia Militia District of Hart County, Georgia and being located within the corporate city limits of Hartwell, Georgia, and being known as the "sign lot" for "Chandler Center" office park. This property is where the current (as of 1/1/99) sign for Chandler Center is located at or near the corner of the subdivision street and GA Highway No. 51 on property owned by SMA Properties. The "sign lot" is further described as follows: To find the TRUE POINT OF BEGINNING, begin at the corner of Bartlett Street and GA Highway No. 51 thence South 21° 05' 00" East 817.34 feet, thence along the line separating the subdivision street with property of SMA Properties, North 68° 55' 00" East, a distance of 5 feet to a point, the TRUE POINT OF BEGINNING, and running thence South 21° 05' 00" West, a distance of 20 feet to a point, thence North 68° 55' 00" East, 20 feet to a point, thence North 21° 05' 00" West to a point, thence South 68° 55' 00" West, a distance of 20 feet to the TRUE POINT OF BEGINNING.

Exhibit B

"The Ingress-Egress Easement Property for Streets and Utilities"

All that tract or parcel of land lying and being in the 1112th Georgia Militia District of Hart County, Georgia, and being within the Corporate City Limits of Hartwell, Georgia, and being the subdivision streets for the office park known as Chandler Center.

Said property is more particularly described as to courses and distances in the following manner, to-wit: To find the TRUE POINT OF BEGINNING, begin at an iron pin located at the intersection of the northeastern side of the right of way of Georgia State Highway No. 51 (Chandler Street) and the southeastern side of the right of way of Bartlett Street, and running thence along the right of way of Georgia State Highway No. 51 South 21 degrees 05 minutes East a distance of 789.34 feet to an iron pin, being the TRUE POINT OF BEGINNING, and running thence along the line of Joe M. Whittemore, North 68° 55' 00" East, 133.00 feet to a point, thence North 21° 05' 00" East 160 feet to a point, thence along the property line of Robert E. Ridgway, Jr., along the Northwestern arc of a curve designated on the plat described below being shown as Curve No. 2 a distance of 70.18 feet to a point, thence North 58° 46' 00" East, 165.25 feet to a point, thence along the right of way of Vickery Street South 38° 15' 00" East 28.21 feet to a point, thence along the property line of Joe M. Whittemore, South 46° 46' 00" West, 168.70 feet to a point, thence along the Southeastern arc of a curve being Curve No. 2 on the plat described below, 31.17 feet to a point, thence South 21° 05' 00" East, 160 feet to a point, thence North 68° 55' East, 21 feet to a point, thence along the Northern arc of a curve, being Curve No. 1 on the plat described below, 39.84 feet, to a point, thence North 56° 20' 50" East 181.70 feet to a point, thence along the right of way of Vickery Street South 39° 04' 00" East, 28.13 feet to a point, thence along the line of SMA Properties, South 56° 20' 50" West, 184.35 feet to a point, thence along the Southern arc of a curve, being Curve No. 1 on the plat described below 45.99 feet to a point, thence South 68° 55' 00" West, 182.00 feet to a point, thence along the right of way of GA. State Highway No. 51 North 21° 05' 00" West 28 feet to the TRUE POINT OF BEGINNING.

Said property is more particularly shown and delineated on a plat of survey dated April 26, 1989, revised June 19, 1989, prepared by Dean H. Teasley, Registered Land Surveyor, of record in Plat Book 2-D at Page 145 in the Office of the Clerk of the Superior Court of Hart County, Georgia, which plat and the recordation thereof are by reference incorporated herein to aid in this description.

## Exhibit F

## "The Paved Street"

All that tract or parcel of land lying and being in the 1112th Georgia Militia District of Hart County, Georgia, and being within the Corporate City Limits of Hartwell, Georgia, and being the paved portion of the subdivision streets for the office park known as Chandler Center.

Said property is more particularly described as to courses and distances in the following manner, to-wit: To find the TRUE POINT OF BEGINNING, begin at an iron pin located at the intersection of the northeastern side of the right of way of Georgia State Highway No. 51 (Chandler Street) and the southeastern side of the right of way of Bartlett Street, and running thence along the right of way of Georgia State Highway No. 51 South 21 degrees 05 minutes East a distance of 789.34 feet to an iron pin, being the TRUE POINT OF BEGINNING, and running thence along the line of Joe M. Whittemore, North 68° 55' 00" East, 133.00 feet to a point, thence North 21° 05' 00" East 160 feet to a point, thence along the property line of Robert E. Rldgway, Jr., along the Northwestern arc of a curve designated on the plat described below being shown as Curve No. 2 a distance of 70.18 feet to a point, thence North 58° 46' 00" East, 165.25 feet to a point, thence along the right of way of Vickery Street South 38° 15' 00" East 28.21 feet to a point, thence along the property line of Joe M. Whittemore, South 46° 46' 00" West, 168.70 feet to a point, thence along the Southeastern arc of a curve being Curve No. 2 on the plat described below, 31.17 feet to a point, thence South 21° 05' 00" East, 188.13 feet, more or less, to a point located on the property line of SMA Properties, thence South 68° 55' 00" East along the property line of SMA Properties to the Eastern right of Way of GA State Highway No. 51, thence North 21° 05' 00" West a distance of 28 feet to the TRUE POINT OF BEGINNING.

