After recording, please return to: James B. Crew, Jr. McGee & Oxford, L.L.P. 105 N. Main Street, Suite 3 Iasper, GA 30143

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Deed

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Bk 01190

Pg 0387-0393 Georgia Transfer Tax Paid : \$594.70

Justin Power Clerk of Court

Dawson County 0422016000469

STATE OF GEORGIA

LIMITED WARRANTY DEED

COUNTY OF DAWSON

THIS INDENTURE, made this the day of March, 2016 between High Mountain Investors, LLC, a South Carolina limited liability company, "Grantor", and Big Canoe Property Owners' Association, Inc., a Georgia non-profit corporation, "Grantee".

)

WITNESSETH:

That the said Grantor, for and in consideration of ten and no/100 dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Grantee the following described property to wit:

For Legal Description of all these tracts or parcels see Exhibit A attached hereto and therefore made a part hereof.

TO HAVE AND TO HOLD the said Exhibit A tracts or parcels of land, with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE; subject only to those rights, easements and other matters set out in the attached Exhibit B, which Exhibit is incorporated herein and the said Grantor WARRANTS the title to same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, and except for claims arising under or by virtue of those matters set forth on Exhibit B.

Whenever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its proper corporate officers and affixed its seal the day and year first above written.

| By: The Byrne Corporation Of Georgia, a Georgia corporation, Member By: Tara O'Neill Byrne, Executive Vice President By: Tara O'Neill Byrne, Exe | SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: | HIGH MOUNTAIN INVESTORS, LLC, a South Carolina limited liability company |
|--|--|--|
| | Notary Public My Commission Expires: 10-01-2016 (Notarial Seal) Unofficial Witness Notary Public (Notarial Seal) Unofficial Witness Unofficial Witness Unofficial Witness Unofficial Witness Unofficial Witness Notary Public Notary Public | Tara O'Neill Byrne, Executive Vice President E ROO EXPIRES GEORGIA October 1, 2018 By: TEM-Associates, LLC, a South Carolina limited liability company, Member EXPIRES GEORGIA October 1, 2018 October 2, |

Exhibit A Legal Description

High Gap Tracts

ALL THOSE TRACTS or parcels of land lying and being in Land Lots 264, 275, 276, 277 and 278, 5th District, 2nd Section, Dawson County, Georgia and in Land Lot 278 of the 5th District, 2nd Section, Pickens County, Georgia., according to the plat prepared for Big Canoe Company, LLC, by Cranston Engineering Group, P.C., dated March 18, 2014, revised May 5, 2014, more particularly described as follows:

Tract B-2

Commence at the common corner of Land Lots 263, 264, 277 and 278 of the 5th District, 2nd Section, Dawson County, Georgia, said point being the POINT OF BEGINNING; thence along the common land lot line of Land Lot 263 and 264 North 00° 30′ 41″ West 2,616.87 feet to a point, the common corner of Land Lots 241, 242, 263 and 264; thence along the common land lot line of Land Lots 241 and 264 North 90° 00′ 00′ East 2,625.00 feet to a point, the common corner of Land Lots 240, 241, 264 and 265; thence along the common land lot lines of Land Lots South 00° 00′ 00″ East 2,612.43 feet to a point; the common corner of Land Lots 264, 265, 276 and 277; thence along the common land lot line of Land Lot 264 and 277 South 89° 54′ 16″ West 2,601.64 feet to a point, the POINT OF BEGINNING.

Said tract contains 156.86 acres according to said plat.

Tract B-1

Commence at the common corner of Land Lots 263, 264, 277 and 278 of the 5th District, 2nd Section, Dawson County, Georgia, said point being the POINT OF BEGINNING; thence along the common land lot line of Land Lots 264 and 277 North 89º 54' 16" East 2,601.64 feet to a point, the common corner of Land Lots 264, 265, 276 and 277; thence along the common land lot line of Land Lots 265 and 276 North 89º 59' 11" East 2,694.47 feet to a point; the common corner of Land Lots 265, 266, 275 and 276; thence along the common land lot line of Land Lot 266 and 275 North 89º 59' 11" East 743.25 feet to a point; thence leaving said land lot line South 00° 00' 49" East 23.92 feet to a point; thence South 17º 10' 13" East 200.66 feet to a point; thence South 49º 03' 39" West 287.98 feet to a point; thence North 44º 28' 29" West 183.09 feet to a point; thence South 39º 16' 55" West 365.00 feet to a point; thence South 17º 05' 16" West 468.00 feet to a point; thence South 31º 03' 16" East 137.71 feet to a point; thence South 67º 11' 39" West 102.33 feet to a point; thence North 37º 41' 10" West 29.42 feet to a point; thence North 53º 07' 10" West 150.00 feet to a point; thence South 78º 41' 50" West 152.97 feet to a point; thence South 53º 51' 50" West 161.01 feet to a point; thence South 06° 51' 50" West 125.90 feet to a point; thence South 10° 17' 10" East 838.53 feet to a point; thence North 80° 31' 10" West 91.24 feet to a point; thence North 33° 08' 10" West 447.94 feet to a point; thence North 61º 10' 10" West 114.13 feet to a point; thence North 84º 33' 10" West 105.48 feet to a point; thence South 66º 22' 50" West 174.64 feet to a point; thence South 10º 34' 50" West 300.08 fete to a point; thence South 55º 49' 10" East 169.19 feet to a point; thence South 12º 01' 10" East 45.85 feet to a point; thence South 12º 01' 10" East 196.00 feet to a point; thence South 15º 11' 18" East 72.19 feet to a point; thence North 74º 32' 10" West 642.56 feet to a point; thence South 15º 23' 50" West 294.17 feet to a point; thence North 39º 22' 10" West 806.83 feet to a point; thence North 55º 14' 10" West 377.26 feet to a point; thence South 64º 32' 50" West 90.82

feet to a point; thence North 36º 37' 32" West 105.93 feet to a point; thence North 38º 40' 05" West 99.30 feet to a point; thence North 35º 32' 53" West 156.00 feet to a point; thence North 36º 41' 05" West 55.25 feet to a point; thence North 36º 41' 05" West 83.31 feet to a point; thence North 29º 21' 26" West 104.04 feet to a point; thence North 27º 09' 46" West 148.46 feet to a point; thence North 46º 42' 50" West 252.64 feet to a point; thence North 86º 13' 51" West 49.63 feet to a point; thence North 89º 13' 03" West 86.20 feet to a point; thence North 74º 10' 41" West 51.70 feet to a point; thence North 74º 10' 41" West 104.27 feet to a point; thence North 78º 05' 20" West 95.76 feet to a point; thence North 73º 07' 24" West 68.92 feet to a point; thence North 73º 07' 24" West 82.25 feet to a point; thence North 74º 53' 17" West 108.67 feet to a point; thence North 75º 46' 16" West 103.89 feet to a point; thence South 72º 48' 43" West 133.48 feet to a point; thence North 68º 40' 08" West 61.76 feet to a point; thence North 68º 40' 08" West 119.02 feet to a point; thence North 68º 06' 22" West 85.98 feet to a point; thence North 66º 52' 42" West 53.62 feet to a point: thence North 51º 22' 08" West 136.60 feet to a point; thence North 51º 22' 08" West 56.63 feet to a point; thence North 47º 49' 44" West 99.23 feet to a point; thence North 47º 49' 44" West 24.82 feet to a point; thence 47º 44' 45" West 52.02 feet to a point; thence North 15º 53' 30" West 125.57 feet to a point; thence North 05° 20' 08" East 211.94 feet to a point; thence North 59° 17' 00" West 120.67 feet to a point; thence North 66º 15' 36" West 105.20 feet to a point; thence South 89º 56' 26" West 199.40 feet to a point; thence North 88º 24' 38" West 188.58 feet to a point; thence South 05º 26' 14" West 316.66 feet to a point; thence South 05º 26' 14" West 142.28 feet to a point; thence South 70º 40' 35" West 43.95 feet to a point; thence North 83º 04' 08" West 115.75 feet to a point; thence North 82º 37' 19" West 75.89 feet to a point; thence North 61º 03' 24" West 25.16 feet to a point; thence North 61º 03' 24" West 161.76 feet to a point; thence North 70º 30' 26" West 175.12 feet to a point; thence North 70° 30' 26" West 100.58 feet to a point; thence North 32° 56' 29" West 147.52 feet to a point; thence North 44º 46' 58" West 190.71 feet to a point; thence South 45º 13' 02" West 25.00 feet to a point; thence South 89º 27' 04" West 268.07 feet to a point; thence South 89º 27' 01" West 246.78 feet to a point; thence South 89º 27' 01" West 70.00 feet to a point; thence South 64º 45' 23" West 93.81 feet to a point; thence South 66º 19' 29" West 134.05 feet to a point; thence South 70° 07' 53" West 148.15 feet to a point; thence North 85° 54' 20" West 71.93 feet to a point; thence North 25º 02' 41" East 169.96 feet to a point; thence South 89º 40' 49" West 501.27 feet to a point; thence South 20º 13' 11" West 69.51 feet to a point; thence North 55º 41' 54" West 111.50 feet to a point; thence South 22º 59' 06" West 83.33 feet to a point; thence South 55º 45' 56" East 115.61 feet to a point; thence South 20º 13' 11" West 41.84 feet to a point of curvature; thence along an arc with a curve to the left (which curve has a radius of 1,157.76 feet and is subtended by a chord bearing North 57º 38' 10" West for a distance of 6.03 feet) 6.03 feet to a point of tangency; thence South 26° 32' 11" West 375.78 feet to a point; thence South 65° 47' 21" East 200.29 feet to a point; thence South 89º 21' 59" East 273.02 feet to a point; thence South 26º 08' 43" West 34.69 feet to a point; thence North 89º 59' 10" West 771.05 feet to a point; thence North 01º 01' 59" East 655.63 feet to a point; thence North 89º 40'50" East 2,633.57 feet to a point, the POINT OF BEGINNING.

Said tract contains 175.46 acres according to said plat.

Exhibit B Permitted Exceptions

Exhibit B to Deed #7 of High Mountain Investors, LLC

Permitted Title Exceptions and Retained Rights

- 1. Subject to the terms, conditions and reserved rights of that certain Conservation Easement and Declaration of Restrictions and Covenants made December 21, 2001, by and between the Grantor herein and North American Land Trust, said Conservation Easement having been recorded in Dawson County, Georgia, on December 28, 2001, in Deed Book 418, at Page 580, et seq., as amended by Amendment to Conservation Easement dated September 24, 2007 and recorded in Book 835 at Page 11, et. seq. (High Gap).
- 2. General Declaration of Covenants and Restrictions of the Big Canoe Property Owners' Association and Big Canoe Corporation dated October 9, 1972 and recorded in Deed Book 19, Pages 253-289, Dawson County, Georgia Records, and recorded in Deed Book 23, Pages 162-198, Pickens County, Georgia Records, as amended from time to time, the latest Amendment being the Fifth Amendment to the General Declaration of Covenants and Restrictions of the Big Canoe Property Owners' Association and Big Canoe Company dated May 14, 1987 and recorded in Deed Book 99, Pages 97-111, Dawson County, Georgia Records, and recorded in Deed Book 126, Pages 528-542, Pickens County, Georgia Records.
- 3. All the Developer Retained Rights by Big Canoe Company, LLC pursuant to the General Declaration, as more specifically described in the Amendment to the Amended and Restated General Declaration of Covenants and Restrictions dated January 7, 2005 and recorded in Deed Book 644 at Page 535 in Dawson County and in Deed Book 628 at Page 67 in Pickens County. Grantor shall have the right to delegate, assign and license, on a nonexclusive basis, any and all rights retained by Grantor hereunder to any and all tenants, lessees, invitees, licensees, officers, agents, contractors and employees of Grantor and to any public utility provider, public or private.
- 4. Grantor hereby reserves unto itself an easement (the "Utilities Easement") over, across, under and through all or any portion of the subject property to tap onto, use, inspect, maintain, repair, operate, and extend any and all utility lines, poles, wires, pipes, transformers and other facilities necessary or appropriate to the transmission, distribution, flow and delivery of electric current, water, telephone communications, cable television, gas, storm sewage, and sanitary sewage that may now or hereafter exist over, under, across or through the subject property, together with the right to construct, use, inspect, maintain, repair, operate and extend additional such facilities over, under, across and through the subject property.
- 5. Grantor hereby reserves unto itself an easement (the "Clearing and Grading Easement") over, across, under and through all or any portion of the subject property to cut any trees, bushes or shrubbery, and to do gradings of the soil or take any other similar action reasonably necessary or appropriate to provide and maintain economical and safe utilities

facilities and to maintain reasonable standards of health, safety and appearance.

- 6. Grantor hereby reserves unto itself an easement (the "Water Easement") over, across, under and through all or any portion of the subject property (a) to locate, maintain, repair, remodel, improve, and replace wells, pumping stations, water treatment facilities, irrigation facilities, water storage tanks, and other similar equipment and facilities for the drawing, treatment, storage, and transportation of water; (b) to draw, remove, transport, store, treat and sell any and all water now or hereafter located in any and all lakes and streams now or hereafter located on the subject property for the purpose of using said water as drinking water, for irrigation, or any other use whatsoever, including without limitation, the right to sell any and such water for a profit and to keep all proceeds of such sales; (c) to discharge treated waste water into any and all lakes and streams now or hereafter located on the subject property, and (d) to locate, construct, operate, maintain, repair, improve, remodel, and replace facilities for the drainage, retention, discharge, or treatment of surface waters on the subject property. This Water Easement shall be limited to use in providing water to properties now or hereafter subject to the Declaration.
- 7. No right reserved to Grantor in this deed shall obligate Grantor to maintain or operate any of the subject property or to pay any of the costs or expenses incurred by Grantee with respect to the ownership, maintenance, repair, or operation of any of the subject property; provided, however, that to the extent that the exercise of any easement provided for herein shall cause any damage to any of the subject property, the person exercising said rights under said easement shall promptly, at its cost, repair any and all such damage. Failure to comply with any or all covenants, conditions or restrictions set forth in this deed shall not entitle Grantee to terminate any easement or right reserved herein. All rights, powers and privileges reserved to Grantor herein shall be cumulative, in addition to, and not to the exclusion of any and all rights, powers and privileges otherwise provided to Grantor by law or equity.
- 8. Each person initiating any construction by virtue of any easement retained in this deed shall: (a) cause all said construction to continue in a good and workmanlike manner, uninterrupted, except for interruption of weather, strikes, material shortages, and other similar causes beyond the control of said person, until it shall have been completed in accordance with all applicable federal, state and local laws, ordinances, and regulations; (b) promptly after completion of such construction, reseed or sod all portions of the subject property that shall have been affected by said construction and/or shall take such other reasonable actions as may be necessary or appropriate to restore said affected portions of the subject property to the condition of said portions immediately prior to the commencement of said construction; and (c) pay promptly when due all costs incurred in said construction and other actions described in this paragraph.
- 9. Each person who shall cause any construction to be done on any portion of the subject property by virtue of any easement retained in this deed agrees to defend, indemnify and hold harmless the owner of said property from and against any and all claims, costs, expenses, damages, and liabilities that said owner may incur as a result of said construction.
- 10. This conveyance is subject to all ad valorem taxes and assessments for the years subsequent to 2015 and to all other applicable matters shown in the public records.

- No person pursuant to the exercise of any easement retained in the Deed shall construct any 11. roads or utilities or do any other work or take any action that unreasonably interrupts the use or intended use of any improvements or facilities now or hereafter located on the subject property. Further, as a condition to the commencement of such work, Grantee shall have the right to require that Grantor furnish Grantee such assurances as Grantee may reasonably request that any such work shall be done expeditiously, in a professional manner and in such a way as to minimize, as much as practicable, any interruption or interference with the intended use of the affected property. No person pursuant to the exercise of any easement retained in this Deed shall damage or destroy any buildings located on the subject property unless such work is necessary in connection with the use, maintenance or repair of utilities already located under such building, in which event Grantor shall promptly repair and restore any and all such damage or destruction to said building as soon as practicable. Grantor further agrees that it will give Grantee thirty (30) days' notice before using any easement retained in this Deed if it intends to begin any material new construction (as opposed to maintenance and repair of existing facilities), including a brief description of the work to be done and the location, and will make available for inspection by the Grantee any plans and specifications.
- 12. All unimproved Tracts herein are conveyed on an "as is" "where-is" basis, without representations, express or implied as to physical condition.