

**A RESOLUTION ADOPTING AN EXCHANGE OF LAND**

**WHILE IN REGULAR SESSION ON THE 15TH DAY OF OCTOBER 2019, THE BOARD OF COMMISSIONERS OF GORDON COUNTY HEREBY RESOLVE AS FOLLOWS:**

~~WHEREAS, Buc-ee's Georgia, LLC, a Delaware limited liability company ("Bucee's"), seeks to develop a certain tract of land with its first location in the State of Georgia, and~~

**WHEREAS**, Buc-ee's proposed location at the corner of Union Grove Road and the I-75 Northbound Exit Ramp would be a development of over 16 acres offering 100 fueling positions to the traveling public, and

**WHEREAS**, the location proposed by Buc-ee's would greatly aid in the desired signalization of the intersection of Johnson Lake Road and Union Grove Road which would make said intersection much safer for the traveling public, and

**WHEREAS**, the location of Buc-ee's in Gordon County will provide jobs to the Citizens of Gordon County, and

**WHEREAS**, the location of Buc-ee's in Gordon County will enhance the tax base and generate sales tax revenue from visitors traveling through Gordon County, which is of benefit to the residents of Gordon County, and

**WHEREAS**, the development of the tract of land in question will require the slight relocation of Johnson Lake Road, and

**WHEREAS**, Buc-ee's will assist in the construction of the relocated Johnson Lake Road as specified in the Agreement of Exchange of Real Property ("Exchange Agreement") attached hereto as Exhibit "A", and

**WHEREAS**, it is in the interest of the public that Gordon County enter the Exchange Agreement as the same will benefit all citizens of Gordon County, and

**WHEREAS**, said exchange will also serve the best interest of the public, and

**WHEREAS**, O.C.G.A. § 32-3-3 contemplates the acquisition of property by exchange, and

**WHEREAS**, Gordon County hereby finds that the property it will acquire pursuant to the Exchange Agreement will be an interest sufficient to ensure reasonable

protection of any public investment which Gordon County may make after said land is acquired, and

**WHEREAS**, said land to be exchanged was appraised by professional real property appraiser, Jeff Miller, MAI, AI-GRS, ASA of Valbridge Property Appraisers, and

**WHEREAS**, Mr. Miller appraised both parcels of the real property to be exchanged and found the existing right of way to be transferred to Buc-ee's to be of a lesser value than the proposed realigned right of way to be transferred to Gordon County by Buc-ee's, and

**WHEREAS**, this exchange meets the requirements of O.C.G.A. § 32-3-3 as the same is for public road purposes, serves the interest of the public, and the value of the property being acquired by the County is greater than the value of the property being conveyed by the County through this exchange.

**IT IS HEREBY RESOLVED**, that without further action by this body, and with the intent to bind this body to a future action, the Gordon County Commission hereby approves the Agreement of Exchange of Real Property attached hereto as Exhibit "A" as referenced above, and the deed attached to that Exchange Agreement, and

**IT IS FURTHER RESOLVED**, that the Board Chairperson is hereby Authorized and directed to promptly execute and transmit said Exchange Agreement and the deed attached thereto as contemplated by the terms of said Exchange Agreement, and the Board Chairperson and/or County Administrator is hereby authorized and directed to execute any other necessary instruments of conveyance as contemplated by the terms of said Exchange Agreement, and

**IT IS FURTHER RESOLVED**, that Buc-ee's will make substantial investments of time and money in reliance on this Resolution and that the same shall not be revocable.

**RESOLVED**, this 15th day of October, 2019.

Approved:

\_\_\_\_\_  
Commissioner Becky Hood, Chair-Person

Attest:

protection of any public investment which Gordon County may make after said land is acquired, and

**WHEREAS**, said land to be exchanged was appraised by professional real property appraiser, Jeff Miller, MAI, AI-GRS, ASA of Valbridge Property Appraisers, and

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**RESOLVED**, this 15th day of October, 2019.

Approved:

\_\_\_\_\_  
Commissioner Becky Hood, Chair-Person

Attest:

\_\_\_\_\_  
Annette Berry, County Clerk

## AGREEMENT OF EXCHANGE OF REAL PROPERTY

THIS AGREEMENT OF EXCHANGE OF REAL PROPERTY (hereinafter referred to as "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **BUC-EE'S GEORGIA, LLC**, a Delaware limited liability company (hereinafter referred to as "Buc-ee's") and the GORDON COUNTY BOARD OF COMMISSIONERS AS THE GOVERNING BODY OF **COUNTY OF GORDON, GEORGIA** (hereinafter referred to as "County"). Buc-ee's and County are together hereinafter referred to as "Parties", and individually as a "Party."

### RECITALS:

This Agreement is made and entered into with reference to the following facts:

WHEREAS, Buc-ee's is under contract to become the present fee owner of that certain real property in Gordon County, Georgia, legally described on Exhibit "A-1", and depicted on Exhibit "A-2", each attached hereto and incorporated in this Agreement by this reference, and hereinafter referred to as "Buc-ee's Property";

WHEREAS, County is the present fee owner of that certain real property in Gordon County, Georgia, legally described on Exhibit "B-1", and depicted on Exhibit "B-2", each attached hereto and incorporated in this Agreement by this reference, and hereinafter referred to as "County Property," and together with Buc-ee's Property, "Properties," and each, individually, a "Property"; and

WHEREAS, Parties desire simultaneously to exchange Properties pursuant to and in accordance with the provisions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, Parties, and each of them, hereby agree as follows:

### ARTICLE 1

#### Exchange of Properties

Subject to the terms and conditions herein, Buc-ee's agrees to transfer all of its right, title and interest in Buc-ee's Property to County in consideration of, and in exchange for, the transfer by County to Buc-ee's of all of County's right, title and interest in County Property. Subject to the terms and conditions herein, County agrees to transfer all of its right, title and interest in County Property to Buc-ee's in consideration of, and in exchange for, the transfer by Buc-ee's to County of all of Buc-ee's right, title and interest in Buc-ee's Property. The transfer and exchange of the Properties shall be accomplished by a simultaneous exchange of limited warranty deeds, Property owner's affidavits and other normal and customary papers that title insurance companies require to insure title, and subject to the mutual approval of the parties hereto. Shadi W. Jaraysi of the law firm of Weissman P.C. shall serve as settlement agent ("Settlement Agent").

Upon execution of this Agreement, County shall deliver a duly and properly executed original County Deed to the Settlement Agent to be held in escrow pending satisfaction of the Contingencies (as defined herein) as soon as practicable. Upon satisfaction of the Contingencies, and subject to the conditions of this Agreement, the Settlement Agent shall first record the County Deed, and then immediately thereafter record the Buc-ee's Deed in the appropriate real property records of Gordon County, Georgia.

## ARTICLE 2

### Values

Parties agree that the fair market value of the interest of Buc-ee's in the Buc-ee's Property is **EIGHT HUNDRED FIFTY THOUSAND AND No/100 DOLLARS** (\$850,000.00) Dollars and the fair market value of County's interest in County Property is **SEVEN HUNDRED FIFTY THOUSAND AND No/100 DOLLARS** (\$750,000.00) Dollars.

## ARTICLE 3

### Closing

The closing date for the transaction contemplated by this Agreement (hereinafter referred to as the "Closing Date") shall be as soon as practicable after satisfaction of the Contingencies. The Closing shall be through the Settlement Agent, at such time on a date mutually agreed to by the parties at least three (3) calendar days prior to the Closing Date and/or as may otherwise agreed upon by the Parties. Time is of the essence of this Agreement, and at such time as the parties agree as to the Closing Date as aforesaid, time shall be of the essence as of the Closing Date. Each Party shall pay 2019 and 2020 real estate taxes for the property being transferred by it up to and including the date of Closing, and shall also be responsible for notifying the tax office of the transfer to ensure each property will be reflected on the 2019 and 2020 tax bill of the transferee. Buc-ee's shall be responsible for paying all costs of closing imposed by the Settlement Agent. Any surveying, title exam and attorney fees for each Party shall be borne by such Party. The costs incurred in the preparation of any documents needed to conclude the transfer of the properties shall be borne by the Party on whose behalf the documents are prepared.

## ARTICLE 4

### Conditions of Title to the Relinquished Property

Each Party warrants and represents that it presently has, and/or is under contract to obtain marketable, indefeasible, and insurable record fee simple title to such Property, and at the time the sale is consummated (i.e., the transfer and recording of the deed for the County Property and the deed for the Buc-ee's Property) (hereinafter referred to as the "Closing"), each Party agrees to convey marketable and insurable record fee simple title to each Property by limited warranty deed, subject to the conditions herein.

## ARTICLE 5

### Indemnity

Each Party shall and does hereby agree to hold the other Party harmless and indemnify such other Party, and its successors and assigns from any claim, liability, demand, expense, or tax, or assessment sounding in contract that may be asserted against the other Party and its successors and assigns by any person, firm, corporation, governmental agency, or taxing authority, including but not limited to any and all supplemental tax bills issued by the tax collector for the county in which this transaction is conducted, that may arise out of any acts or ~~omissions, active or passive, related to their ownership of the properties prior to this exchange~~ and the carrying out the terms of this Agreement or from participation therein, except which arise from the gross negligence or willful misconduct of the other Party or any other person to be indemnified.

## ARTICLE 6

### Execution of Documents; Further Documentation

All parties agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

## ARTICLE 7

### Conflict With Prior Agreements

If and to the extent that this Agreement is in conflict with any prior written or oral agreement or understanding between the parties hereto, the terms of this Agreement shall prevail. No modification or waiver of the terms of the Agreement shall be valid unless made in writing signed by both parties.

## ARTICLE 8

### Attorney Fees

In the event any of the parties to this Agreement institutes legal action or arbitration proceedings against any other to interpret or enforce this Agreement, or to obtain damages for any alleged breach hereof, the prevailing Party in such action or proceeding shall be entitled to recover reasonable attorney and experts' fees incurred in prosecuting or defending such action, including fees and costs incurred in discussing settlement thereof whether before or after the action or proceeding is filed, in addition to all other recoverable costs and damages.

## ARTICLE 9

### Contingencies

County's obligation to transfer the County Property to Buc-ee's is contingent upon and subject to those matters specifically set forth hereinafter in this Paragraph 9 (the "County

Contingencies”). Any contingencies specifically set hereinafter may be waived, modified or otherwise removed from this Agreement by written agreement approved and executed by both Parties.

A. Construction of Right of Way. A right of way road (“New ROW Road”) shall have been constructed in a good and workmanlike manner on the Buc-ee’s Property, which connects Union Grove Road SE to Johnson Lake Road SE as is shown on Exhibit “A-2.” The New ROW Road shall be built as designed by professional engineers and be of at least the same capacity and quality of materials and construction as the existing right of way road currently located on the County Property (the “Old ROW Road”). Gordon County and its Directors and Engineers shall be given the opportunity to review the plans, specifications, project manual and other relevant documents (“Road Design Plans”) prior to commencement of construction of the New ROW Road. The Road Design Plans may not thereafter be materially modified unless approved in writing by Gordon County.

B. Closing of Underlying Transaction. Buc-ee’s and Calhoun Industrial Properties LLLP, a Georgia limited liability limited partnership (“Seller”), shall, on or before November 5, 2019 (as may be extended by Buc-ee’s and Seller), have closed on the purchase and sale of that certain real property legally described on Exhibit “D” attached hereto, and depicted as Tract 1 (“Tract 1”) and Tract 3 (“Tract 3”) on that certain Minor Subdivision Survey prepared by Glass & Associates Land Surveyors, P.C. by David A. Glass, G.R.L.S. #2822, dated September 13, 2018, and last revised March 1, 2019 and recorded May 15, 2019 in Plat Book 56, Page 96, Gordon County, Georgia (the “Underlying Transaction”). In the event the Underlying Transaction does not close as anticipated, Buc-ee’s shall have the absolute right to terminate this Agreement upon giving notice to County, in which event neither Party shall have any further rights or obligations under this Agreement.

C. Transfer of Buc-ee’s Property. Buc-ee’s shall have delivered an executed original version of the form of limited warranty deed attached hereto as Exhibit “C-1” to the Settlement Agent (the “Buc-ee’s Deed”).

D. Completion of New ROW Road. The New ROW Road must be complete and constructed according to the Road Design Plans prior to the closing of the Old ROW Road and exchange of real property contemplated by this agreement.

Upon the satisfaction of the County Contingencies, County shall be unconditionally obligated to exchange and transfer the County Property and Right of Way to Buc-ee's, without any further approvals or requirements of any governmental authority and shall immediately authorize the Settlement Agent to record the previously delivered original County Deed. If the County Contingencies are not satisfied, County’s sole and exclusive remedy shall be to terminate this Agreement in which case neither Party shall have any further rights or obligations under this Agreement. The obligation of Buc-ee’s set forth in this Agreement is conditioned upon and subject to the Closing of the Underlying Transaction and County’s delivery of a duly and properly executed original version of the form of limited warranty deed attached hereto as Exhibit “C-2” to the Settlement Agent (the “County Deed”) (the “Buc-ee’s Contingencies”, and collectively with the County Contingencies, the “Contingencies”).

## ARTICLE 10

### Assignment

Neither Party shall have the right to assign, pledge, hypothecate, or transfer this Agreement or any of their respective rights hereunder without the prior written consent of the other, which may be withheld in the sole discretion of the Party whose consent is sought, except that Buc-ee's shall be entitled to assign its rights to its affiliate or related party without the consent of County.

## ARTICLE 11

### No Warranty Regarding Tax Consequences

Neither Party makes any representation or warranty, nor shall either Party bear any responsibility or liability concerning the federal or state tax consequences to the other Party of the transaction contemplated herein.

## ARTICLE 12

### Representation

County acknowledges and confirms that Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, represents Buc-ee's in connection with the exchange of the Properties, and does not represent County.

## ARTICLE 13

### Inspections

During the pendency of this Agreement, Parties and/or representatives shall have the right to inspect, test and examine the respective Properties for purposes related to this transaction as well as to the use and disposition of the Properties after Closing. Each Party will give the other Party not less than 24 hours prior notice for any inspections requiring testing, sampling or requiring a visit to either of the respective Properties. Parties agree to cooperate with each other and their respective representatives in allowing such inspections as necessary for Parties to perform proper due diligence. Parties' respective representatives may accompany Parties for all inspections requiring notice to the other Party under this Paragraph 13. Parties will cooperate with each other in facilitating such activities with a minimum of interference with Property operations. No inspection shall destroy any part of the Property and all inspections and visits shall take place in a manner so as to cause as little disturbance as possible. Neither Party shall perform any invasive environmental testing without the other Party's prior approval, not to be unreasonably withheld, conditioned or delayed.

## ARTICLE 14

### Miscellaneous



14.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successor, and assigns.

14.2 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of, the State of Georgia.

14.3 Headings; References. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. ~~Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.~~

14.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14.5 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made.

14.6 Amendment. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

14.7 Exhibits. All Exhibits referred to in this Agreement shall be and are hereby incorporated into this Agreement by reference.

14.8 Severability. In the event that any provision of this Agreement is found to be unenforceable or void either in whole or in part, the offending provision shall be construed as valid and enforceable only to the extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

14.9 Signalization. The Parties agree to work together in good faith to obtain and submit traffic counts and studies in order to obtain necessary approvals and permits to allow for installation of signalization at the intersection of the New ROW Road and Union Grove Road.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has signed and sealed this Agreement, all on the day and year first above written.

**BUC-EE'S:**

BUC-EE'S GEORGIA, LLC,

a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY:**

**COUNTY OF GORDON,**

a political subdivision of the State of Georgia

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attestation

Exhibit "A-1"

Legal Description of Buc-ee's Property

PROPOSED RIGHT OF WAY OF JOHNSON LAKE ROAD SE

All that tract or parcel of land lying and being in Land Lot 208, of the 15<sup>th</sup> District, 3<sup>rd</sup> Section, Gordon County, Georgia, and being more particularly described as follows:

Commencing at a concrete right of way monument found at the intersection of the easterly right of way of Johnson Lake Road SE (having a variable width, publicly dedicated right of way) and the southerly right of way of Union Grove Road SE (having a variable width, publicly dedicated right of way), Thence leaving said Union Grove Road SE right of way South 28 degrees 00 minutes 50 seconds West a distance of 70.41 feet to a point; Thence North 88 degrees 02 minutes 44 seconds East a distance of 20.90 feet to a point on the proposed dedicated right of way of Johnson Lake Road SE said point being the TRUE POINT OF BEGINNING.

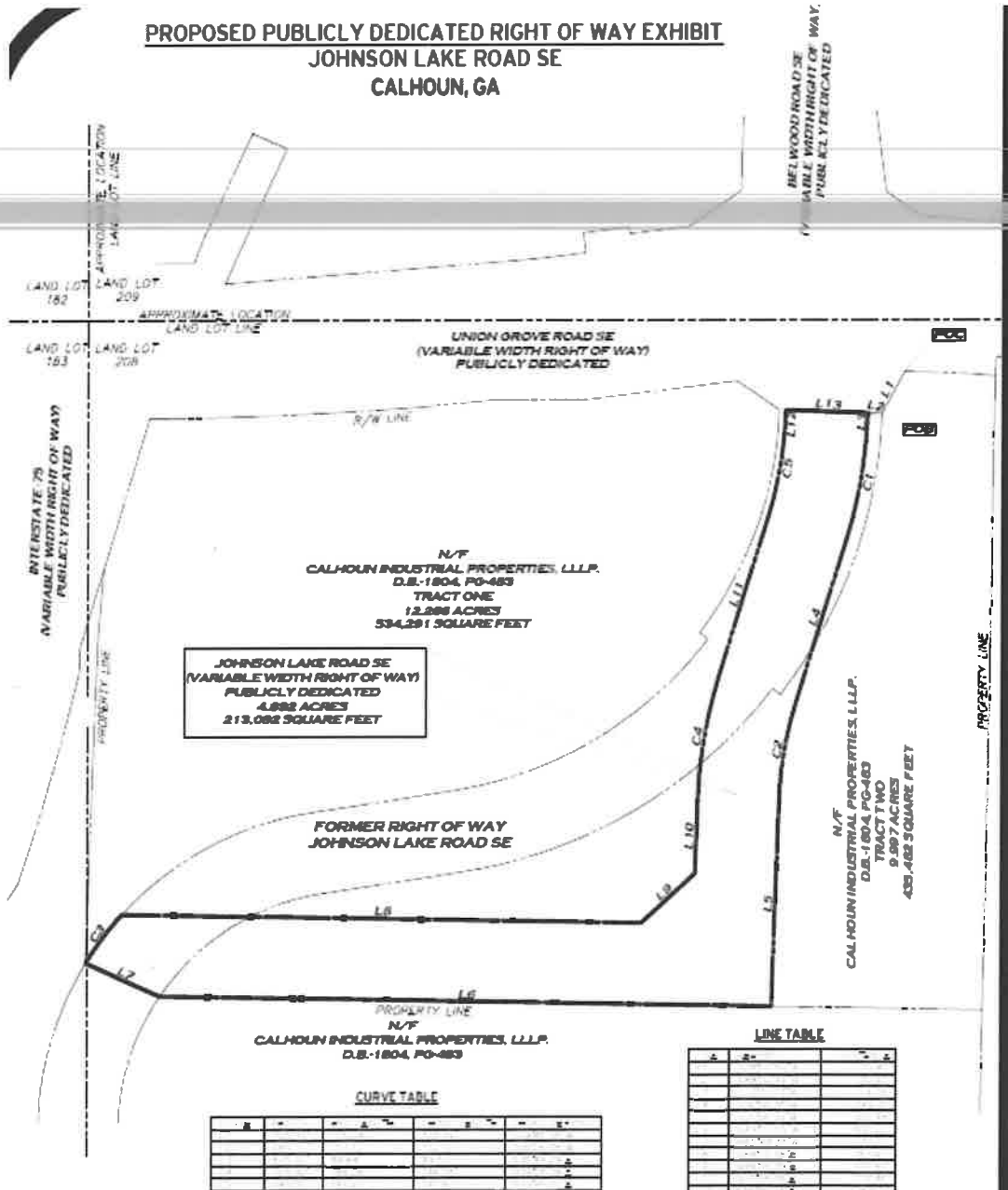
Thence along said proposed right of way of Johnson Lake Road SE the following course and distances: South 02 degrees 37 minutes 13 seconds West a distance of 14.38 feet to a point; along a curve to the right, said curve having a radius of 705.00 feet, with an arc distance of 176.24 feet, with a chord bearing of South 09 degrees 46 minutes 55 seconds West and a chord length of 175.79 feet to a point; South 16 degrees 56 minutes 38 seconds West a distance of 249.71 feet to a point; along a curve to the left, said curve having a radius of 585.00 feet, with an arc distance of 153.15 feet, with a chord bearing of South 09 degrees 26 minutes 38 seconds West and a chord length of 152.71 feet to a point; South 01 degrees 56 minutes 39 seconds West a distance of 300.48 feet to a point; North 89 degrees 00 minutes 55 seconds West a distance of 902.02 feet to a point; North 65 degrees 49 minutes 38 seconds West a distance of 120.27 feet to a point; along a curve to the right, said curve having a radius of 475.00 feet, with an arc distance of 89.64 feet, with a chord bearing of North 36 degrees 44 minutes 29 seconds East and a chord length of 89.51 feet to a point; South 89 degrees 00 minutes 58 seconds East a distance of 765.97 feet to a point; North 46 degrees 56 minutes 39 seconds East a distance of 107.87 feet to a point; North 01 degrees 56 minutes 39 seconds East a distance of 107.46 feet to a point; along a curve to the right, said curve having a radius of 705.00 feet, with an arc distance of 184.56 feet, with a chord bearing of North 09 degrees 26 minutes 38 seconds East and a chord length of 184.04 feet to a point; North 16 degrees 56 minutes 38 seconds East a distance of 249.71 feet to a point; along a curve to the left, said curve having a radius of 585.00 feet, with an arc distance of 146.25 feet, with a chord bearing of North 09 degrees 46 minutes 55 seconds East and a chord length of 145.87 feet to a point; North 02 degrees 37 minutes 13 seconds East a distance of 12.98 feet to a point; South 88 degrees 02 minutes 44 seconds East a distance of 120.01 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 4.892 Acres (213,092 square feet).

Exhibit "A-2"

Depiction of Buc-ee's Property

**PROPOSED PUBLICLY DEDICATED RIGHT OF WAY EXHIBIT**  
**JOHNSON LAKE ROAD SE**  
**CALHOUN, GA**



**JOHNSON LAKE ROAD SE**  
**(VARIABLE WIDTH RIGHT OF WAY)**  
**PUBLICLY DEDICATED**  
**4.888 ACRES**  
**213,082 SQUARE FEET**

**N/F**  
**CALHOUN INDUSTRIAL PROPERTIES, L.L.P.**  
**D.B.-1804, PG-483**  
**TRACT ONE**  
**12.286 ACRES**  
**534,281 SQUARE FEET**

**N/F**  
**CALHOUN INDUSTRIAL PROPERTIES, L.L.P.**  
**D.B.-1804, PG-483**  
**TRACT TWO**  
**9.597 ACRES**  
**425,482 SQUARE FEET**

**N/F**  
**CALHOUN INDUSTRIAL PROPERTIES, L.L.P.**  
**D.B.-1804, PG-483**

**CURVE TABLE**

Station	Curve Data	Station	Curve Data

**LINE TABLE**

Station	Line Data	Station	Line Data



**LOWERY & ASSOCIATES**  
**LAND SURVEYING, LLC**  
 317 GRASSDALE ROAD  
 CARTERSVILLE, GA 30121  
 770-234-8188  
 WWW.LOWERYLANDSURVEYS.COM  
 INFO@LOWERYLANDSURVEYS.COM  
 GEORGIA C.O.A. LSF-02002

Exhibit "B-1"

Legal Description of County Property

EXISTING RIGHT OF WAY OF JOHNSON LAKE ROAD SE

All that tract or parcel of land lying and being in Land Lot 208, of the 15<sup>th</sup> District, 3<sup>rd</sup> Section, Gordon County, Georgia, and being more particularly described as follows:

Commencing at a concrete right of way monument found at the intersection of the easterly right of way of Johnson Lake Road SE (having a variable width, publicly dedicated right of way) and the southerly right of way of Union Grove Road SE (having a variable width, publicly dedicated right of way), Thence leaving said Union Grove Road SE right of way South 28 degrees 00 minutes 50 seconds West a distance of 70.41 feet to a point on the proposed abandoned right of way of Johnson Lake Road SE, said point being the TRUE POINT OF BEGINNING.

Thence along said right of way of Johnson Lake Road SE the following course and distances: along a curve to the right, said curve having a radius of 722.00 feet, with an arc distance of 448.46 feet, with a chord bearing of South 19 degrees 30 minutes 01 seconds West and a chord length of 441.29 feet to a point; North 52 degrees 01 minutes 29 seconds West a distance of 14.95 feet to a point; along a curve to the right, said curve having a radius of 707.00 feet, with an arc distance of 542.83 feet, with a chord bearing of South 59 degrees 19 minutes 06 seconds West and a chord length of 529.59 feet to a point; South 81 degrees 13 minutes 36 seconds West a distance of 207.78 feet to a point; along a curve to the left, said curve having a radius of 355.00 feet, with an arc distance of 293.87 feet, with a chord bearing of South 57 degrees 43 minutes 20 seconds West and a chord length of 285.55 feet to a point; North 65 degrees 49 minutes 38 seconds West a distance of 120.27 feet to a point; along a curve to the right, said curve having a radius of 475.00 feet, with an arc distance of 413.07 feet, with a chord bearing of North 56 degrees 14 minutes 51 seconds East and a chord length of 400.18 feet to a point; North 81 degrees 15 minutes 53 seconds East a distance of 207.69 feet to a point; along a curve to the left, said curve having a radius of 587.00 feet, with an arc distance of 450.68 feet, with a chord bearing of North 59 degrees 22 minutes 03 seconds East and a chord length of 439.69 feet to a point; North 52 degrees 44 minutes 25 seconds West a distance of 15.13 feet to a point; along a curve to the left, said curve having a radius of 572.00 feet, with an arc distance of 355.47 feet, with a chord bearing of North 19 degrees 21 minutes 08 seconds East and a chord length of 349.78 feet to a point; South 88 degrees 02 minutes 44 seconds East a distance of 150.93 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 4.307 Acres (187,608 square feet).

Exhibit "B-2"

Depiction of County Property

**EXISTING PUBLICLY DEDICATED RIGHT OF WAY EXHIBIT**  
**JOHNSON LAKE ROAD SE**  
**CALHOUN, GA**

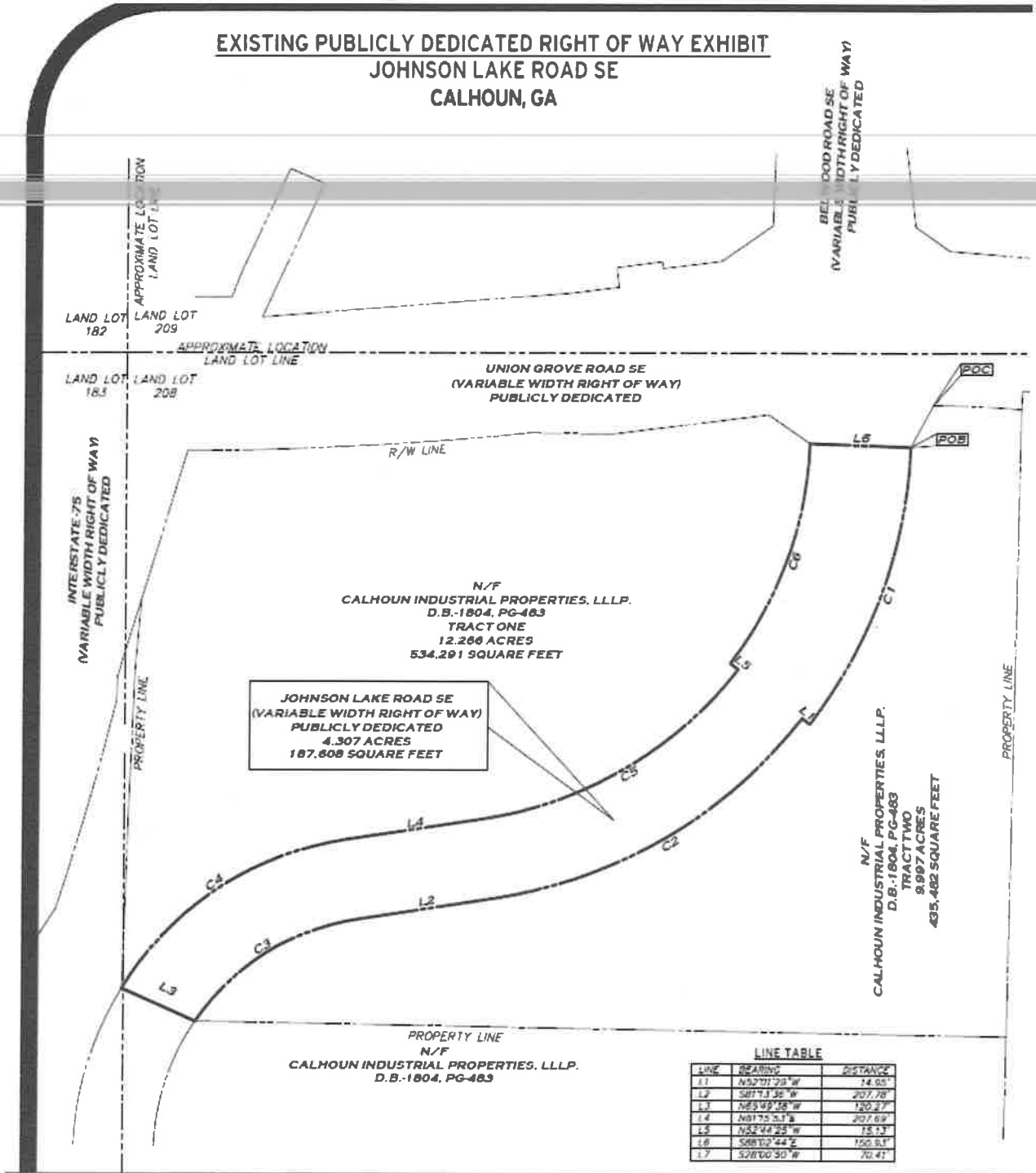


Exhibit "C-1"

Form of Limited Warranty Deed (Buc-ee's to County)

Exhibit "C-2"

Form of Limited Warranty Deed (County to Buc-ee's)



Exhibit "D"

Underlying Transaction Property (Tract 1 and Tract 3)

