FILED IN OFFICE 06/30/2017 03:00PM

Deed Doc: COVE Recorded 06/30/2017 03:00PM

After Recording Return to:

CROSS REFERENCE: Deed Book: UNITED ATTEMBY COUNTY, Ca.

Page:

Ps 0048-0069 ROC#32291

Martin Marietta Materials, Inc. 3325 Paddocks Parkway, Suite 350 Suwanee, Georgia 30024

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, et seq. This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor:

Martin Marietta Materials, Inc.

3325 Paddocks Parkway, Suite 350

Suwanee, Georgia 30024

Grantee/Holder:

Martin Marietta Materials, Inc. 3325 Paddocks Parkway, Suite 350

Suwanee, Georgia 30024

Grantee/Entity with

express power to enforce:

State of Georgia

Department of Natural Resources Environmental Protection Division 2 Martin Luther King Jr. Drive, SE

Suite 1456 East Tower Atlanta, GA 30334

Parties with interest in the Property:

CSX Corporation

500 Water Street, 15th Floor Jacksonville, FL 32202

Georgia-Power Company

241 Ralph McGill Boulevard NE

Atlanta, GA 30308

Anthony and Marie Reese 8065 Highway 80 North Thomson, GA 30824

Travis L. Reese

8305 Highway 80 North Thomson, GA 30824

Robert and James Waller

3559 Granite Way Augusta, GA 30907

Property:

The property subject to this Environmental Covenant is the Camak Quarry located at 7856 Highway 80 North (also known as 4236 Washington Highway NE) in Thomson, Warren County, Georgia (hereinafter "Property"). This tract of land was conveyed to Grantor pursuant to the following deeds:

- (1) Conveyance dated September 15, 1970, recorded in Deed Book 4B, Page 27, aforesaid records;
- (2) Conveyance dated June 3, 1971, recorded in Book 4B, Page 418, aforesaid records; and
- (3) Deed dated November 12, 1993, recorded in Book 5S, Page 548, aforesaid records.

The Property is located in the 1st District of Warren County, Georgia and contains approximately 417.07 acres. A complete legal description of the Property is contained in the deeds and conveyances attached as **Exhibit A** and a map of the Property is attached as **Exhibit B**. The area of the Property subject to the groundwater use restriction is shown in **Exhibit C**.

Tax Parcel Number(s):

057 001 of Warren County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s] (as same may be amended from time to time with written approval from EPD):

- Compliance Status Report, Martin Marietta Aggregates, Camak Quarry-HSI Site No. 10409, Thomson, Georgia (Harding Lawson Associates, June 30, 1999);
- Addendum to CSR and Response to GA EPD Review Comments, Camak Quarry Site, HSI No. 10409 (AquaFusion, Inc., November 2000);
- Compliance Status Report Addendum No. 2, Camak Quarry Site, Thomson, Georgia, HSI Site No. 10409 (AquaFusion, Inc., October 2002);
- Corrective Action Plan (CAP), Camak Quarry Site, Thomson, Georgia, HSI Site No. 10409, (AquaFusion, Inc., December 2002);
- Revised Compliance Status Report Addendum No. 2, Camak Quarry Site, Thomson, Georgia, HSI Site No. 10409 (AquaFusion, Inc., September 2003);

- Revised CAP and Response to Comments, Camak Quarry Site, Thomson, Georgia, HSI Site No. 10409 (AquaFusion, Inc., September 2003).
- Voluntary Investigation and Remediation Plan, Camak Quarry Site, Thomson, Georgia, HSI Site No. 10409 (EarthCon, April 2014).
- Compliance Status Report Update, Camak Quarry, Thomson, Warren County, Georgia, HSI Number 10409 (EarthCon, January 2016).
- Compliance Status Report Update, Camak Quarry, Thomson, Warren County, Georgia, HSI Number 10409 (EarthCon, January 2016, Revised February 2017).

These documents are available at the following locations in the files for HSI No. 10409:

Georgia Environmental Protection Division Response and Remediation Program 2 MLK Jr. Drive, SE, Suite 1054 East Tower Atlanta, GA 30334 M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 et seq. by Martin Marietta Materials, Inc., its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of trichloroethene occurred on the Property. Trichloroethene is a "regulated substance" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 et seq., and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of the use of groundwater modeling to verify the extent and stability of the contaminated groundwater plume and the use of institutional controls (non-residential use and restriction on use of groundwater in impacted areas to non-potable uses only) to eliminate possible groundwater exposure pathways.

Grantor, Martin Marietta Materials, Inc., hereby binds Grantor, its successors and assigns to the activity and/or use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 et seq., and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any noncompliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Martin Marietta Materials, Inc. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9 and 10; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of EPD, Martin Marietta Materials, Inc. and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Martin Marietta Materials, Inc. or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

- 1. <u>Registry.</u> Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
- 2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
- 3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
- 4. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited.
- 5. <u>Groundwater Limitation.</u> The use or extraction of groundwater beneath the impacted area demarcated as the "area subject to groundwater use restriction" in the map attached as **Exhibit C** for drinking water or for any other non-remedial purposes shall be prohibited.
- 6. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD and/or Martin Marietta Materials, Inc. the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
- 7. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Recorders of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the covenant, (2) each person in possession of the real

property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.

- 8. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-1 et seq., unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 et seq.
- 9. <u>Severability</u>. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 10. No EPD Interest in Property Created. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division Branch Chief Land Protection Branch 2 Martin Luther King Jr. Drive SE Suite 1054 East Tower Atlanta, GA 30334 Martin Marietta Materials, Inc. 3325 Paddocks Parkway, Suite 350 Suwanee, Georgia 30024

Grantor has caused this Environmental Covenants Act, on the 174 day	ant to be executed pursuant to The Georgia Uniform of 7017, 2017
Signed, sealed, and delivered in the presence of: Unofficial Witness (Signature)	For the Grantor: Havin Maneta Materials, The, Name of Grantor (Print)
Unofficial Witness Name (Print)	Grantor's Authorized Representative (Signature) (Seal)
3325 PATTIONS PENY, STE 350 SUMANCE, C.A. 30024 Upofficial Witness Address (Pring)	Authorized Representative Name (Print)
Down Illed	Title of Authorized Representative (Princhaumann)
Notary Public (Signature) My Commission Expires: April 16, 2018	Dated: AMI 17, 2017 (NOTARY SEAL) APRIL 2018
Signed, sealed, and delivered in the presence of: Unofficial Witness (Signature)	For the State of Georgia Environmental Protection Division: (Seal)
Unofficial Witness Name (Print)	(Signature) Richard E. Dunn Director
AHantu, Ga 30334 Unofficial Witness Address (Print)	Dated: 6/5/17 (NOTARY SEAL)
Notary Public (Signature)	AND THE STATE OF T
My Commission Expires: Optil 25, 2000	WOTAD BEING TO THE TOTAL STATE OF THE TOTAL STATE O



DEED BOOK 76 Page 667 11-04-1970, McDuffie County

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

DEED BOOK 4B Page 27 10-02-1970 Warren County

The said party of the first part, THE WESTON & BROOKER COMPANY, for and in consideration of the sum of Five (\$5.00) Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, MARTIN MARIETTA CORPORATION, its successors and assigns, the following tracts of land, to-wit.

All that truct or percel of land lying and being partly in the 155th District, G. M., of Warren County, Georgia, and partly in the 274th District of G.M., McDuffic County, Georgia, situated about four (4) miles North of the Main Line of the Georgie Railroad on the vaters of Middle Creek, containing six hundred forty-eight and fifty seven one-hundredths (648.57) acres, more or less, and bounded as follows: On the North by land of Mrs. Laura Johnson and Joe M. Johnson, land of W. R. Duckworth and land of Paul A. Bowden; on the east by land of Paul A. Bowden, land of R. E. Knox and land of Boyd Beston; on the South by land of Boyd Basca, lands of J. C. and E. U. Reese and lands of J. O. Reese; and on the West by land of J. O. Reese and lands of Robert I. Waller and James M. Waller. Said tract is more particularly described as follows: The Northwestern corner of said tract being in the certer of certain roadway eighteen and 5/10 (18.5') feet west of an iron and rock and from said iron and rock running North eighty-nine degrees fifty minutes (89° 50°) East for a distance of four thousand three hundred sixty-eight and 5/10 (4368.5°) feet along property of Johnson, to an iron; thence, running and turning North forty-six degrees twenty-five minutes (46°25') East for a distance of seven hundred forty-nine (749') feet along property of Johnson to an iron; thence turning and running South forty-one degrees 00' (41°00') East for a distance of

three hundred ninety (390°) feet along property of Johnson, thence turning and running in a Northeasterly direction for a distance of seven hundred sixty (760') t- feet along the center of the old run of Middle Creek; thence turning and running in a Northwest direction for a distance of two hundred eighty-nine (2891) feet along property of Johnson to an iron in the old run of Middle Creek; thence turning and running North seventy-five degrees thirteen minutes (75°13') West along property of Johnson for a distance of two hundred fifty (250°) feet to an iron; thence turning and running North forty-four degrees fifty-two minutes (44° 52°) East along property of Bowden for a distance of six hundred thirty-eight and 8/10 (638.8') feet to a corner in a pond; thence turning and running North fifty-nine degrees 06 minutes (59°06') East along property of Bowden for a distance of three hundred sixty-five and 5/10 (365.5') feet to an iron; thence turning and running North fifty-five degrees forty-five minutes (55°45') East along property of Bowden for a distance of two thousand one hundred twenty-five and 5/10 (2125.5') feet to an iron; thence turning and running South thirty-four degrees fifteen minutes (34°15') East along property of Bowden for a distance of four hundred seven (407') feet to an iron on the North bank of Middle Creek; thence following the center of said Creek in the following courses and distances; South seventy-one degrees five minutes (71°5') East two hundred seventy-one (271°) feet; North eighty-nine degrees fifty-one minutes (89°51') East one hundred thirty-one (131') feet; North forty-five degrees one minute (45°1') East two hundred forty-five and 5/10 (254.5°) feet; North thirty-two degrees twenty minutes (32°20°) East one hundred seventeen (117°) feet; North fifty-five degrees fifty-one minutes (55°51') East two hundred fifty (250°) feet; South seventy-one degrees forty-nine minutes (71°49°) East one hundred twenty(120°) feet to an iron on the South Bank of Middle Creek immediately below its junction with another Creek; thence turning and running South forty-eight degrees fifty-one minutes (48°51') West along property of Knox for a distance of three hundred eighty-two (382') feet to an iron; thence turning and running South twentyseven degrees C4 minutes (27°04') East along property of Knox for a distance of one thousand five hundred forty-three (1543') feet to an iron; thence turning and running South sixteen degrees thirty-four minutes (16°34') East along property of Knox for a distance of two hundred eighty one (281') degrees 00 minutes (47°00°) East along property of Knox for a distance of three hundred five and 5/10 (305.5°) feet to an iron; thence turning and running South Seventyeight degrees forty-nine minutes (78° 49') East along property of Knox for a distance of one thousand six hundred twenty-two (1622') feet to an iron; thence turning and running South thirty-five degrees sixteen minutes (35°16') West along property Baston for a distance of two thousand eighty (2080') feet to an iron; thence turning and running North sixty-eight degrees thirty-five minutes west along property of Reese for a distance of one hundred fifty-nine (159') feet to an iron; thence running South thirty degrees fortyseven minutes (30°45') West along property of Reese for a distance of forty-three (43') feet to a pine;

thence turning and running South seventy-eight degrees fifty-one minutes (78°51') West along property of Recee for a distance of one thousand sixty-six and 5/10 (1066.5') feet to an iron in the center of a road; thence turning and running South nineteen degrees four minutes (19°4°) West partly along said road for a distance of two thousand two hundred seventeen and 4/10 (2217.4') feet to an iron in the center of said road; thence South thirty degrees twenty-four minutes (30°24°) West along the center of said road for a distance of two hundred sixty-one (261') feet to an iron; thence south nineteen degrees forty-nine minutes (19°49°) West along the center of said road for a distance of three hundred eighty-six and 3/10 (386.31) feet to an iron; thence South one degree twenty-nine minutes (1º29') West along the center of said road for a distance of one hundred fifty-four and 2/10 (154,2°) feet to an iron in the center line of the Georgia Power Company Transmission Line right-of-way; thence turning and running along the center line of said right-of-way North seventy-three degrees fifty-six minutes (73°56') West for a distance of two thousand four hundred sixty five (2465') feet to the center of Middle Creek; thence following the center of said Creek along its meanders in Southerly and Southwesterly direction and crossing Georgia Highway #80 for a distance of Eight Hundred Sixty five +- (865 +-) feet; thence leaving the center line of said Creek and running North thirtyfour degrees twenty-seven minutes (34°27') West along property of Reese for a distance of three hundred forty (300') feet to an iron; thence running North fifteen degrees twenty-two minutes (15°22°) West along property of Reese for a distance of five hundred fiftysix (556') feet to an iron; thence turning and running north seventy-eight degrees twelve minutes (78°12') West for a distance of five hundred forty-three (543') feet to an iron on the North side of the right of way of the Georgia Power Company Transmission line; thence turning and running North eight degrees eighteen minutes (8°18°) East for a distance of two hundred twenty-two (222°) feet along property of Reese to a corner on a pond; thence turning end running North thirty-five degrees fifty-eight minutes (35°58') East for a distance of one hundred seventy-right (178°) feet to a corner on the edge of a pond; thence turning and running North fifty degrees forty-seven minutes (50°47') West along the center line of the old road for a distance of two hundred ninety end 6/10 (290.61) feet to an iron; thence along the center of said Old road thirty-one degrees forty-seven minutes (31°47') West for a distance of one hundred twenty-four (124) feet to an iron; thence North forty-five degrees thirtyseven minutes (45°37') West along the center of said old road for a distance of three hundred thirty-five and 5/10 (335.5°) feet to an iron; thence North forty-seven degrees twenty-two minutes (47°22°) West along the center of said old road for a distance of six hundred minety-nine (699') feet to an iron; thence North thirty degrees fifty-two minutes (30°52') West along the center of said old road and crossing Georgia Highway #80, under construction for a distance of nine hundred thirty-eight and 5/10 (938.5') feet to corner

in the fork in two old roads; thence North four degrees 0 minutes (4°0') east along the center line of an old road for a distance of two hundred thirty-one and 3/10 (231.3') feet to the point of commencement.

The Weston & Brooker Company purchased 134,90 acres of the above land from J. O. Reese on March 20, 1930 by deed recorded in Book TT, page 481-82 Clerk's Office of Warren Superior Court; and purchased 17.17 serves of the above land from J. O. Resse on November 13, 1931 by deed recorded in Book VV, page 56, Clerk's office of Warren Superior Court; and purchased 17.35 acres of the above land from J. O. Reese on November 13, 1931 by deed recorded in Book VV, page 56, Clerk's office Warren Superior Court; and purchased 157.44 acres of the above land from Mrs. Eula Bell Durham on April 14, 1938 by deed recorded in Book ZZ, page 22, Clerk's office Warren Superior Court; and purchased 2.03 acres of the above land from W. R. Duckworth on May21, 1943 by deed recorded in Book 3A, page 568, Clerk's office Warren Superior Court; and purchased 3.1 acres from Mrs. John Purman Reese on July 19, 1943 by deed recorded in Book 3A, page 578, Clerk's office Warren Superior Court; and purchased 22.58 acres from J. O. Reese on December 12, 1949 by deed recorded in Book 3D, pages 493-494, Clerk's office Warren Superior Court; and purchased 294 acres from J. R. Bowden, et al on August 31, 1950 by deed recorded in Doed Book 3F, pages 146-7, Clerk's office Warren Superior Court and deed recorded in Book 36, page 373, Clerk's Office McDuffie County, Georgia.

ALSO, All that tract of land lying and being in the 155th District G.M. Warren County, Georgia, containing four and eixty-three one-hundredths (4.63) acres of land, more or less, and bounded as follows: On the Morth by right-of-way of State Highway Number 80; on the East by other lands of E. U. Reese; on the South by lands of J. Ralph Thompson with branch intervening; and on the West by right of way of the Georgia Railroad spur line leading from the main line into the quarry, Said land is more particularly described according to a plat dated January 20, 1960, prepared by B. P. Barber and Associates and recorded in Deed Book 3M, page 250, Clerk's Office Warren Superior Court and filed for record at 10:30 A.M. on February 23, 1960.

The Weston & Brooker Company purchased this 4.63 acres of land from Earl U. Reese on February 17, 1970 by deed recorded in deed book 3M, pages 249-250, Clerk's office Warren Superior Court.

ALSO, all that irregular shaped parcel or tract of land lying and being situate in Warren County, Georgia near Camak, approximately one and two-tenths (1.2) miles northwesterly of the main tracts of Georgia Railroad and being more particularly described as follows: Beginning at a point in the center line of a creek and the southwesterly line of property of Georgia Railroad and Banking Company; thence North thirty-five (35) degrees ten (10) minutes west eighty-three (83) feet; thence North fifty-saven (57) degrees twelve (12) minutes east four hundred forty-six (446) feet; thence North twenty-one (21)

degrees forty-five (45) minutes east one hundred thirty-five (135) feet; thence North thirtyfive (35) degrees thirty (30) minutes east four hundred seventy eight (478) feet, more or less; thence North forty-five (45) degrees west sixty (60) feet thence North forty-five (45) degrees east eight hundred (800) feet; thence South forty-five (45) degrees east four hundred ninety (490) feet; thence south forty-five (45) degrees west eight hundred (800) feet; thence North forty-five (45) degrees west one hundred forty (140) feet; thence South thirty-five (35) degrees twenty-six (26) minutes west one hundred twelve (112) feet; thence South four (4) degrees thirty (30) minutes east one hundred sixty-eight (168) feet; thence South seventeen (17) degrees thirty (30) minutes east one hundred sixty-two feet (162); thence South seventy (70) degrees fifty (50) minutes West ninety (90) feet; thence North thirty (30) degrees twenty-two (22) minutes west one hundred forty (140) feet; thence North seventy-eight degrees three (3) minutes West one hundred twenty-eight (128) feet; thence south sixty (60) degrees fifty-four (54) minutes west two hundred five (205) feet; thence south fifty-four (54) degrees fifty (50) minutes west four hundred forty (440) feet; thence North thirty-five (35) degrees ten (10) minutes west forty-five (45) feet to the point of beginning, as outlined in red on print no. 273/110 dated February 9, 1961, and recorded in Deed Book 3M, page 547, in the office of the Clerk of the Superior Court of Warren County, Georgia.

The Weston & Brooker Company purchased the above described tract of land from Georgia Railroud and Banking Company, et al on March 8, 1961 by deed recorded in Book 3M pages 545-546, Clerk's Office Warren Superior Court.

TO HAVE AND TO HOLD the said bargained premises 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 MARTIN MARIETTA CORPORATION, the said party of the second part, its successors and assigns, forever in fee simple.

And the said party of the first part, THE WESTON & BROOKER COMPANY for its successors and assigns will warrant and forever defend the right and title of the above described property unto the said party of the second part, the said MARTIN MARIETTA CORPORATION, its successors

and assigns, against the claims of all persons whomsoever.

IN WITHESS WHEREOF, the party of the first part has caused these presents to be signed in its corporate name by its Chairman of the Board heretofore and hereunder duly authorized, attested by its Secretary with its corporate seal affixed, this the day and year first above written.

ATTEST:

WARREN

300 00

De gOctober 2 1970

Signed, Scaled and Delivered in the Presence of

Witness

Notary Public, S. C.

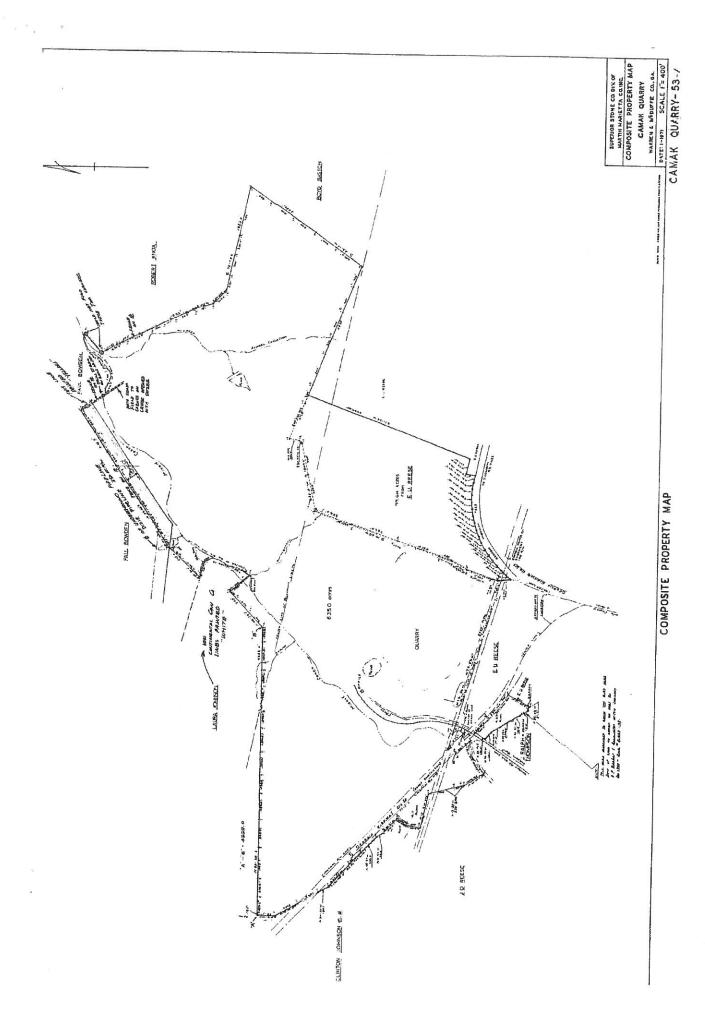
My Commission Expires: 23 4 Apr. 1979

"Georgia, McDuffie County, Clerk Superior Court

Gently the white pages was shad for record at 9 o'clock A. is 4 day at homeon land 1920 and recorded 4 day at homeon land 1920 Death 200 Cook 26 Page 667-672 William C. Watshins

2:45 P. October 2 70 AB 27-32 October 2, 70

THE WESTON & BROOKER COMPANY



STATE OF GEORGIA WARREN COUNTY

THIS INDENTURE, Made this 3rd day of June, in the year of our Lord One Thousand Nine Hundred and Seventy-One between EARL U. REESE, of the County of Warren and State of Georgia, party of the first part and MARTIN MARIETTA CORPORATION, a Maryland Corporation with its principal office in New York, New York, party of the second part.

witnesseth, that the said party of the first part, for and in consideration of the sum of One Hundred Twenty Four Thousand Five Hundred Seventeen Dollars and Fifty (\$124,517.50) Cents, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns.

All that tract or parcel of land lying and being in the 155th District, G. M., Warren County, Georgia, containing 99.614 acres, more or less and bounded as follows: On the North by land formerly belonging to The Weston & Brooker Company and now belonging to Martin Marietta Corporation; On the East by land of Earl U. Reese; On the South by land of Earl U. Reese and the right of way of Georgia State Highway Number 223; On the West by land formerly belonging to The Weston & Brooker Company and now belonging to Martin Marietta Corporation. The metes and bounds of said tract of land are as follows: BEGINNING AT A POINT on the Northern right-of-way of Georgia Power Company easement right-of-way where land of Martin Marietta Corporation and land of Earl U. Reese corners; Thence North 10°32' East 100.9 feet; Thence North 19°49' East 386.3 to an iron pin; Thence North 30°24' East 261.0; Thence North 20°18' East 2227.33 feet to an iron pin; Thence North 78°51' East 1049.5 feet to an iron pin; Thence North 14°07' East 165.3 feet to an iron pin; Thence North 14°07' East 165.3 feet to an iron pin; Thence North 14°07' East 165.3 feet to an iron pin; Thence South 68°35' East 671.6 feet; Thence South 21°34' West 2649.00 feet; Thence North 78°30' West 237.44; Thence South 8°11' West 140.2; Thence North 81°49' West 127.9; Thence North 85 30' West 100; Thence North 88°03' West 100 feet; Thence South

88°31' West 100 feet; Thence South 83°45' West 100 feet; Thence South 79°44' West 100 feet; Thence South 75°46' West 100 feet; Thence South 73°16' West 100 feet; Thence South 64°57' West 100 feet; Thence South 64°57' West 100 feet; Thence South 64°57' West 100 feet; Thence South 53°43' West 100 feet; Thence South 53°43' West 100 feet; Thence South 49°23' West 100 feet; Thence South 45°46' West 100 feet; Thence South 41°09' West 100 feet; Thence South 45°46' West 100 feet; Thence South 41°09' West 100 feet; Thence South 37°30' West 100 feet; Thence North 4°25' West 205.3 feet to the beginning poing. Said land is more particularly described according to a plat made by Russell P. Howard, Registered Georgia Surveyor on the 25th day of May, 1971, attached to this deed, marked Exhibit "A" and made a part thereof and to which reference is made for a more accurate description.

The above described premises herein conveyed are to be used as a rock quarry, or in connection with the operation of a quarry. The party of the first part understands and agrees for himself, his heirs, and assigns, that the party of the second part, its successors and assigns, may engage in quarrying operations upon said property and/or adjacent property without liability of any kind to the party of the first part, except that the party of the second part shall pay actual damages for injury, if any, to the property of the party of the first part, his heirs and assigns, and the said party of the first part shall have no other remedy at law or in equity except the collection of actual money damages on account of the use by the party of the second part, its successors and assigns, of said premises in quarrying operations.

TO HAVE AND TO HOLD, the said bargained premises, together 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 it, the said party of the second part, its successors and assigns, forever, in fee simple.

And the said party of the first part, for his heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said party of the second part, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Earl U Reseas.

Signed, sealed and delivered

in the presence of:

. WARREN Paid 0 124.60
Paid July 19, 1988

County, Georgia

"Georgia, McDuffie County, Clerk Superior Court

i certify the within paper was filed for record at

10.0 docs A. M. 27 day of Sec. 1973

and recorded 28 day of _

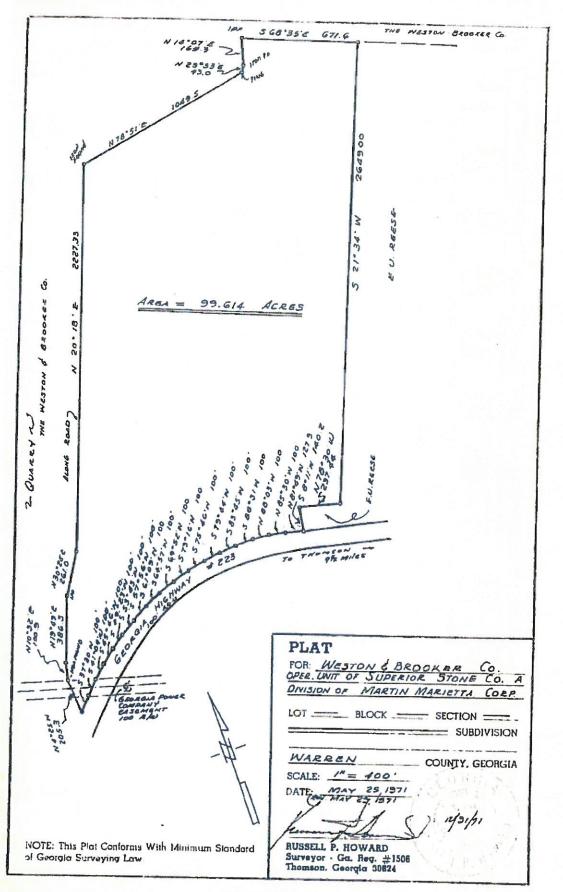


EXHIBIT B

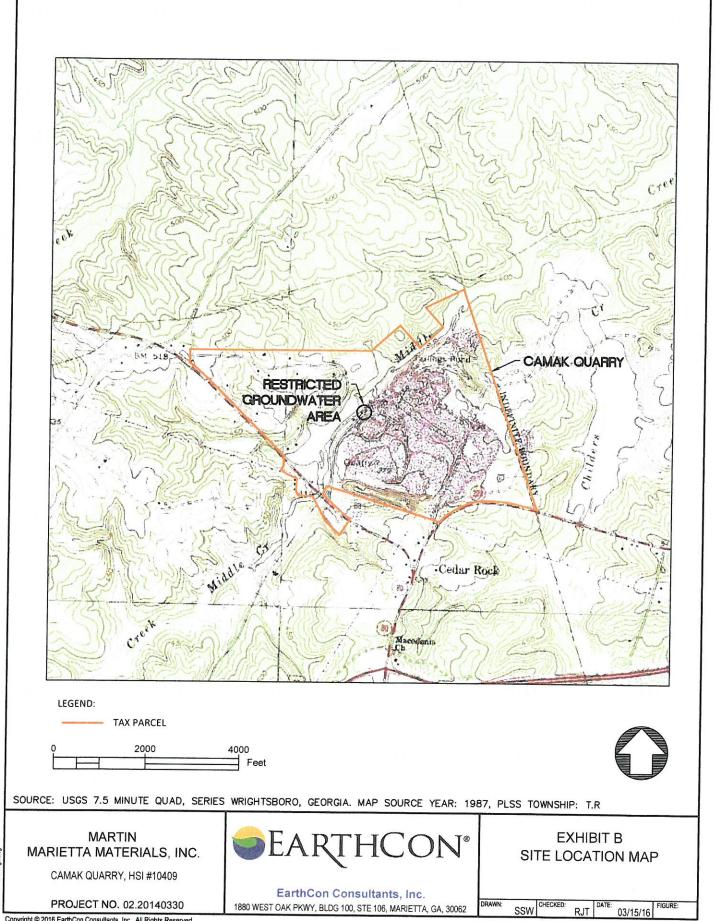


EXHIBIT C

