



DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made on this 20th day of August, 2025, by Natural Resources Conservancy Properties,** having an address of 1515 S. Utica Ave., 3rd floor, Tulsa, Oklahoma 74104 ("Grantor"), and Natural Resources Conservancy, Incorporated, an Oklahoma nonprofit public benefit corporation authorized to do business in the State of Oklahoma, having an address at 1611 South Utica Avenue, #223, Tulsa, Oklahoma 74104 (EIN: 86-2617320) ("Grantee").

WITNESS THAT:

WHEREAS, Grantor is the sole owner of such real property, which consists of approximately 373.554 acres more or less, legally described as real property located in Sumter County, Georgia, more particularly described in **Exhibits A and B**, attached hereto and incorporated by this reference (the "Property");

WHEREAS, the Property in its present state has not been developed and possesses significant natural, scenic, habitat, watershed, wildlife, forest, agricultural, and open space values (collectively, "conservation values") of great importance to Grantor, the people of Sumter County, and the people of the State of Georgia. In particular, said Conservation Values include:

WHEREAS, the Georgia State Wildlife Action Plan has identified 145 high priority animal species in the Southeastern Plains ecoregion which may be found on the Property.

WHEREAS, the US Fish and Wildlife Service (USFWS) has identified nine federally endangered species which may be found on the Property, including the Tricolored Bat (*Perimyotis subflavus*), Whooping Crane (*Grus americana*), Alligator Snapping Turtle (*Macrochelys temminckii*), Gulf Moccasinshell (*Medionidus penicillatus*), Oval Pigtoe (*Pleurobema pyriforme*), Purple Bankclimber (*Elliptioideus sloatianus*), Shinyrayed Pocketbook (*Hamiota subangulata*), Monarch Butterfly (*Danaus plexippus*), and Canby's Dropwort (*Oxypolis canbyi*).

WHEREAS, the USFWS identified two migratory birds which may be found on the Property, including the Brown-headed Nuthatch (*Sitta pusilla*) and the Red-headed Woodpecker (*Melanerpes erythrocephalus*)

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****Natural Resources Conservancy Properties, LLC, an Oklahoma limited liability company**

WHEREAS, five unique macrogroups were identified on the Property, as well as wetlands. The Property lies within the Southeastern Plains ecoregion.

WHEREAS, 117 species of high priority plants were identified for the Southeastern Plains ecoregion which may be found on the Property. The canopy, understory, and herbaceous layers are important to local wildlife for food, nesting, roosting, and habitat use.

WHEREAS, five distinct and unique vegetation groups are present on the Property, as well as open green space. Wetlands and aquatic ecosystems are also present on the Property.

WHEREAS, The Nature Conservancy's Resilient Landscapes Model described the Property as having overall low resiliency.

WHEREAS, the Property is located within the Flint River Basin, which is considered to be within the highest conservation priority.

WHEREAS, the preservation of certain open space (including farmland and forest land) where such preservation is (i) pursuant to clearly delineated Federal, State and local governmental policy, and will yield a significant public benefit in accordance with § 170(h)(4)(A)(iii)(II) of the Code and (ii) is for the scenic enjoyment for the general public and will yield a significant benefit in accordance with Section 170(h)(4)(A)(iii)(I) of the Code. This Conservation Easement will benefit the general public in the State of Georgia by preserving valuable high priority habitat in furtherance of state and federal habitat and land management goals.

WHEREAS, Grantor wishes to maintain the Property in substantially its present state for its present conservation values and for the benefit of future generations;

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained in perpetuity by limiting any future use of the Property to limited agricultural or recreational activities, that do not significantly impair or interfere with those values;

WHEREAS, the State of Georgia has recognized the importance of both public and private efforts to conserve and protect natural values of real property by enacting the Georgia Uniform Conservation Easement Act (the "Act"), and both parties believe the Property has significant natural, scenic, and open space values as recognized under the Act;

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee and its assigns the right and duty to preserve and protect the conservation values of the Property in perpetuity;

WHEREAS, Grantee is a non-profit, tax exempt organization under Section 501(c)(3) of the Internal Revenue Code and is a qualified conservation easement holder under the Georgia Conservation Servitude Act and is a qualified organization and eligible donee under Section 170(h)(3) of the Internal Revenue Code to receive and to hold conservation easements; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

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NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement"), as an absolute charitable gift and for no monetary consideration:

1. Purpose.

It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including those involving limited agricultural uses such as traditional row cropping and animal husbandry, and recreational uses that are consistent with the purpose of this Easement. The duration of this Easement shall be in perpetuity.

Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Easement. However, nothing in this Easement shall require the Grantor to take any action to restore the condition of the Property after any act of God or other causes, activities, or events over which Grantor had no control.

Grantor intends that this Easement be effective from and after the date hereof, to run with the land in perpetuity and to be irrevocable. For the avoidance of doubt, the restrictions imposed by this Easement shall remain on the Property forever and are binding on all current and future owners and occupants of the Property. Leases and other agreements existing at the time of this donation for approved activities such as hunting or the harvesting of timber and timber resources subject to an approved Healthy Forest Management Plan are allowable.

2. Rights of Grantee.

To accomplish the purpose of this Easement the following rights are perpetually conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise to enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 7.

3. Perpetually Prohibited Uses and Activities.

Notwithstanding anything herein to the contrary, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. To the extent that the exercise of any reserved right may have an adverse impact on the conservation value of the property, Grantor shall be required to obtain the prior written consent of the Grantee. Without limiting the generality of the foregoing, the following activities are expressly prohibited:

- (a) The right to establish or maintain any residential, commercial, recreational, or industrial facility on the Property or any other structure except as provided in Section 4. The right to construct a greenhouse, barn or similar storage facility required for agricultural purposes is reserved so long as they do not cause injury to any conservation values protected by this Easement, and are approved by the Land Trust.
- (b) Surface mining, exploration for, extraction of, or quarrying of soil, sand, oil, gas, gravel, rock, or other minerals on or below the surface of the Property;
- (c) Subdivision of the Property, whether by physical or legal process;
- (d) Erection of commercial, institutional or other signs;
- (e) Erection of any permanent improvements or construction of paved roads and other structures;
- (f) Any future dumping or accumulation of any kind of trash, or refuse, or hazardous waste on the Property;
- (g) Electrical power lines that are not below grade, where practical; if any utility construction is conducted on or through the Easement area, the physical features of the Property will be restored to original condition within one year from the initial date of disturbance;
- (h) Erection of electrical generating windmills or solar arrays for commercial electricity generation or sale;
- (i) Construction or continued maintenance of confined animal feeding lots or operations;
- (j) Harvesting of timber or forest resources unless prescribed through a certified healthy forest management plan approved by the Grantee at least thirty days before harvesting begins, which shall only be approved by Grantee if it believes such harvesting will promote the conservation values of the Property;
- (k) Recreational uses: resort structures, golf courses, sport fields, and other public or commercial facilities. However, passive recreational uses may be utilized by the landowner to the extent that such uses are approved in advance by Grantee;
- (l) Selling an additional easement to a third party for an activity that, in Grantee's discretion, is not consistent with the purposes of this Deed of Conservation Easement; and
- (m) Any change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or other ecosystems within and upon the Property.

However, Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

4. Reserved Rights.

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Grantor reserves to itself and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein, including traditional agricultural uses such as livestock grazing or row cropping, and that are not inconsistent with the purpose of this Easement. All permitted activities will be conducted in an environmentally friendly manner without the use of pesticides, fertilizers, or herbicides that may be deemed to harm the environment, wildlife, humans, or the conservation values protected within this easement.

Notwithstanding other restrictions set forth in this Easement, the Grantor reserves to itself and its assigns the right to construct one homesite and other structures within one specifically designated building envelope which shall not exceed one (1) acre in total area. The exact location of the building envelope shall be determined at a future date by the Grantor with prior written approval by the Grantee and must minimize disturbance to the property's natural resources. The building envelope may contain no more than one (1) individual family residence. Approval of the exact location by the Grantee shall not be unreasonably withheld but shall ensure that the designated building envelope adheres to the conservation values of the Easement. All construction, placement of structures, and related activities within the building envelope must comply with applicable local, state, and federal laws and regulations, and must be conducted in a manner that respects the overall conservation purposes of the Easement.

Passive recreation, such as fishing, hiking, and camping on the Property, is expressly reserved to the Grantor and its assigns.

Notwithstanding anything set forth herein, Grantor reserves the right to conduct commercial forestry and agriculture activities on the property in accordance with a healthy forest management plan prepared by a registered professional forester or biologist and approved by the Grantee. For the avoidance of doubt, the plan will set forth provisions for forest and agriculture activities to be conducted in accordance with Georgia's "Best Management Practices."

5. Grantee's Remedies.

If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice by certified mail or email to Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. Grantee shall be entitled to enforce its rights hereunder through all appropriate legal proceedings. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot be reasonably cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* if authorized, by temporary restraining order or preliminary or permanent injunction, to recover any damages to which Grantee may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or

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mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement.

6. Acts Beyond Grantor's Control.

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from any act of God or causes, activities, or events beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

Nothing in this Easement shall require the Grantor to take any action to restore the condition of the Property after any act of God or other causes, activities, or events over which Grantor had no control.

7. Costs of Enforcement.

Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suits and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

8. Grantee's Discretion.

Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

9. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription.

10. Costs and Liabilities.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the property taxes, insurance, ownership, operation, upkeep, and maintenance of the Property.

11. Extinguishment.

If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish or obsolete, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

The donation of this Easement gives rise to a property right, immediately vested in the Grantee, which has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property as a whole at that time. Such proportionate value shall remain constant.

It is the intention of the Parties that no change in conditions surrounding the Property, including for example, but without limitation, changes in the use of properties adjoining or in the vicinity of the

Property, will at any time or in any event result in the extinguishment of any of the terms and restrictions set forth in this Easement (the Purpose of this Easement).

Notwithstanding the foregoing intention, in order to ensure compliance with 26 CFR 1.170A-14(g)(6), if a sudden and unexpected change in conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes as described herein, and as a result of such change, gives rise to the extinguishment of this Easement by judicial proceedings, the Grantee, on a subsequent sale or exchange of all or part of the Property, shall be entitled to a portion of the proceeds of such sale or exchange at least equal to the proportionate value that the perpetual conservation easement granted hereunder bears to the value of the Property as a whole on the date hereof unless state law provides that the Grantor is entitled to the full proceeds for such judicial conversion without regard to the terms of this Easement. Such portion of the proceeds allocable to the Grantee shall be used by the Grantee in a manner consistent with the Purpose of this Easement as set forth herein.

This Section shall also apply whenever all or part of the Property is taken by the exercise of eminent domain by judicial proceedings the same as any other extinguishment by judicial proceedings otherwise described in this Section. Grantor and the Grantee shall join in appropriate actions at the time of such taking by eminent domain to recover the full value of the taking and all incidental or direct damages resulting from such taking.

This Section shall be construed to cause this Easement to conform to the requirements of 26 CFR §1.170A-14(g)(6), it being the specific intention of the parties that the conservation purposes protected in this Easement shall be treated as being protected in perpetuity in accordance with 26 CFR §1.170A-14(g)(6).

12. Condemnation.

If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate this Conservation Easement in whole or in part, Grantor and Grantee shall be entitled to compensation, by the entity declaring power of eminent domain, in accordance with applicable law, policy and procedures. Grantor and Grantee shall act jointly to recover the full value of their respective interests in the Property so taken or purchased and all direct or incidental damages resulting therefrom. If only a portion of the Property is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Property. If any proceeds received are from a condemnation, respective portions shall be determined in accordance with the methodology for sharing the proceeds established in Section 11 above with respect to Extinguishments. Such portion of the proceeds allocable to the Grantee shall be used by the Grantee in a manner consistent with the Purpose of this Easement as set forth herein.

13. Assignment of Easement.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986 (or any successor provision then applicable), and the applicable regulations promulgated thereunder, with the commitment to protect the conservation purposes of the donation, and have the resources to enforce the restrictions, and authorized to acquire and hold conservation easements under the Act (or any successor provision then applicable), or any public entity, such as the United States. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Grantee

shall notify the Grantors prior to any assignment.

14. Subsequent Transfer of Property Interest.

Grantor agrees to incorporate the terms of this Easement in any deed or other legal by which Grantor enters into or divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor shall notify Grantee prior to the transfer of this interest.

Should Grantor transfer the Property, Grantor shall confirm that the successor in interest, whether landowner or lessee is aware of this Deed of Conservation Easement and the responsibilities and obligations as relates to this Easement. Grantee shall agree to hold the successor in interest for compliance with this Easement terms, through any such conveyance instrument.

15. Amendment of Easement.

This Conservation Easement is intended to be perpetual. However, the Grantor and the Grantee recognize that unforeseen circumstances may arise that warrant modification of this Easement in order to better accomplish its conservation purposes or to address changes in law, science, or property conditions. Accordingly, the Grantor and Grantee or their successors in interest may jointly agree to amend this Easement, provided that:

1. Purpose Maintained. Any amendment must be consistent with and shall not materially detract from the original conservation purposes and intent of this Easement.
2. Public Interest and Benefit. The amendment must clearly serve the public interest, comply with the Grantee's charitable mission, and result in a net beneficial or neutral impact on the conservation values protected by this Easement.
3. Legal Compliance. The amendment must comply with applicable federal, state, and local laws, including but not limited to Internal Revenue Code §170(h), related Treasury Regulations, and any applicable charitable trust or nonprofit organization law.
4. Prohibition of Private Benefit. No amendment shall result in private inurement or confer an impermissible private benefit, and any potential private benefit must be incidental and subordinate to the public benefit.
5. Documentation and Process. All amendments shall be documented in a written instrument signed by both Grantor and Grantee, recorded in the public land records, and supported by a written finding that the amendment meets the requirements of this section. Where legally required, the Grantee shall seek review or approval from a court of competent jurisdiction or the state attorney general.
6. Restrictions on Amendments. Notwithstanding the foregoing, under no circumstances shall any amendment:
 - o Permit commercial or industrial uses inconsistent with the conservation purposes;
 - o Terminate the Easement in whole or in part, except in strict accordance with judicial proceedings due to impossibility or impracticability as defined under applicable law;
 - o Allow subdivision or development rights not originally reserved or otherwise permitted under this Easement.

16. No Extinguishment Through Merger. No deed, transfer, or assignment of any fee title interest in the property to the Grantee or any successor holder of this Conservation Easement shall be effective if it will result in merger of this Conservation Easement with the fee title interest in the property. If any deed, transfer, or assignment of any interest in the property shall be determined to cause extinguishment of the conservation easement through merger, it shall be deemed void *ab initio*. The provisions of this

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paragraph are intended to prevent such merger. The provisions of this paragraph shall apply, and shall be construed to apply, to the Grantee as holder, and to any successor organization.

17. Baseline Data.

The parties acknowledge that an inventory of baseline data relating to the Property has been completed for the Property. Such inventory shall be kept on file in the Grantee's office, and that a copy shall be furnished to the Grantor. The parties acknowledge that this Baseline Data Report (BDR) contains an accurate representation of the Property's condition and natural resources as of the date of execution of this Easement.

18. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:

To Grantor:
Natural Resources Conservancy Properties
1515 S. Utica Ave., 3rd Floor
Tulsa, Oklahoma 74104

To Grantee:
Natural Resources Conservancy, Inc.
1611 South Utica Avenue, #223
Tulsa, Oklahoma 74104

19. Recordation.

Grantor shall record this instrument in timely fashion in the office records of Sumter County, Georgia and may re-record it at any time as may be required to preserve its rights in the Easement.

20. Access.

No right of access by the general public to any portion of the Property is conveyed by this Easement.

21. General Provisions.

- (a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Georgia.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to affect the purpose of this Easement and the policy and purpose of the Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

- (e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (f) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.
- (g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to the transfer shall survive transfer.
- (i) Counterparts. The parties may execute this instrument in Four or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

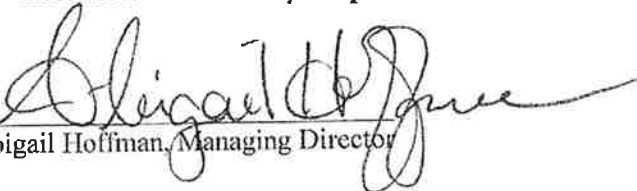
TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee, intending to legally bind themselves, have set their hands on this date first written above.

[signature pages follow]

GRANTOR:

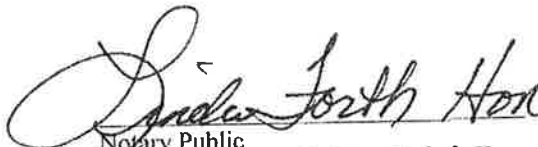
By: **Natural Resources Conservancy Properties, LLC**

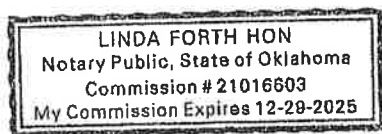

Abigail Hoffman, Managing Director

Signed, sealed and delivered in the presence of:


Witness

My commission expires: 12-29-2025
(Seal)


Notary Public
Commission No. 21016603

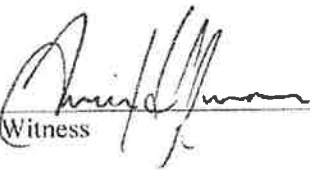


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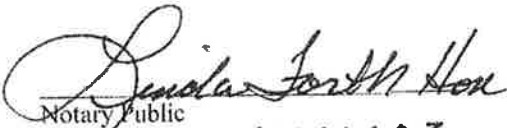
GRANTEE: Natural Resources Conservancy, Incorporated


Robert Gregory, Chief Executive Officer

Signed, sealed and delivered in the presence of:


Witness

My commission expires: 12-29-2025
(Seal)


Notary Public
Commission No. 21016603

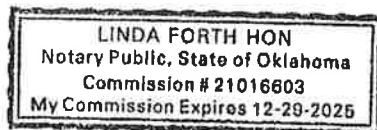


Exhibit A

All that tract or parcel of land lying and being in **Land Lots 26, 27 and 28 of the 26th Land District of Sumter County, Georgia**, being known and designated as **Tract "B,"** containing **303.287 acres, and Tract "B-2,"** containing **0.021 acre**, as shown on that plat of survey for **WALTER FRED YOUNG & WALTER LEROY YOUNG, JR.**, prepared by Atlas Surveying Company, certified by Larry Burnsed, Georgia Registered Land Surveyor No. 2634, dated October 31, 1998, a copy of which is of record in **Plat Cabinet C, Slide 22-F**, Superior Court Clerk's Office, Sumter County, Georgia Plat Records. Said plat and the recorded copy thereof is hereby made a part of this description by reference thereto for all purposes.

This is the same property described in that Warranty Deed dated January 15, 1999, to **O. A. FAIRCLOTH and BETTY FAIRCLOTH** from **WALTER FRED YOUNG and WALTER LEROY YOUNG, JR.**, recorded in Deed Book 557, Page 246, Superior Court Clerk's Office, Sumter County, Georgia deed records and in that Quitclaim Deed dated July 28, 2009 to **BETTY FAIRCLOTH** from **O. A. FAIRCLOTH** recorded in Deed Book 1156, Page 136, aforesaid records.

All that tract or parcel of land lying and being in **Land Lot 27 of the 26th Land District of Sumter County, Georgia**, being known and designated as **Tract "B-1,"** containing **1.267 acres**, as shown on that plat of survey for **WALTER FRED YOUNG & WALTER LEROY YOUNG, JR.**, prepared by Atlas Surveying Company, certified by Larry Burnsed, Georgia Registered Land Surveyor No. 2634, dated October 31, 1998, a copy of which is of record in **Plat Cabinet C, Slide 22-F**, Superior Court Clerk's Office, Sumter County, Georgia Plat Records. Said plat and the recorded copy thereof is hereby made a part of this description by reference thereto for all purposes.

Also, all that tract of land lying and being in Land lot 28 of the 26th Land District of Sumter County, Georgia, being shown as Parcel 1 containing 40.00 acres and Parcel 2 containing 29.00 acres per Plat Book E, page 136, Sumter County Clerks Office, GA.