

12/29/08

Flint & Connolly, LLP  
151 East Main Street  
Canton, GA 30114  
21085

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1800

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
CHEROKEE COUNTY, GA

02 MAY 22 PM 3:02

BOOK 5301 PAGE 095

Anne M. Reneau

CHEROKEE COUNTY, GA.

REAL ESTATE TRANSFER TAX

PAID 1500.00

DATE 5/22/02

Anne M. Reneau  
CLERK OF SUPERIOR COURT

STATE OF GEORGIA  
COUNTY OF CHEROKEE

## WARRANTY DEED

THIS INDENTURE, made this 22<sup>nd</sup> day of MAY, in  
the Year of our Lord Two Thousand and Two between

MITCHELL GWINN, of the State of Georgia and County of Cobb, as party  
of the first part, and

THOMAS E. DAME III, of the State of Georgia County of DeKalb, as  
party of the second part,

WITNESSETH: That the said party of the first part, for and in  
consideration of the sum of Ten Dollars (\$10.00) and other valuable  
consideration, in hand paid, at and before the sealing and delivery  
of these presents, the receipt of which 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, his heirs and assigns, all of his interest in all that tract  
or parcel of land, located in Cherokee County, Georgia, and lying  
and being in:

ALL THAT tract or parcel of land lying and being in Land  
Lot Numbers 218, 250, 251, 252, and 254 of the 13<sup>th</sup>  
District, 2<sup>nd</sup> Section of Cherokee County, Georgia and  
being more particularly described on Exhibit "A" attached  
hereto.

Grantee accepts full responsibility for the payment of year  
2002 taxes.

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 THOMAS E. DAME III, the said  
party of the second part, his heirs 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 to the above described property unto the said party of the  
second part, his heirs and assigns, against the claims of all  
persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have  
hereunto set their hands and seals, the day and year above written.

Signed, sealed and delivered  
in the presence of.

Unofficial Witness

George Z. Bailey  
Notary Public



MITCHELL GWINN

(SEAL)

Exhibit "A"TRACT 1

All that tract or parcel of land lying and being in the 13<sup>th</sup> District, 2<sup>nd</sup> Section, of Cherokee County, Georgia, being all of Land Lot 218, said land lot containing approximately 160 acres.

TRACT 2

All that tract or parcel of land lying and being in the 13<sup>th</sup> District, 2<sup>nd</sup> Section, of Cherokee County, Georgia, being all of Land Lot 250, said land lot containing approximately 160 acres.

TRACT 3

All that tract or parcel of land lying and being in the 13<sup>th</sup> District, 2<sup>nd</sup> Section, of Cherokee County, Georgia, being all of Land Lot 251, said land lot containing approximately 160 acres.

TRACT 4

All that tract or parcel of land lying and being in the 13<sup>th</sup> District, 2<sup>nd</sup> Section, of Cherokee County, Georgia, being a portion of Land Lot 254 described as follows:

BEGINNING at the Intersection 251, 252, 253 and 254, thence South 00 degrees 49 minutes East a distance of 1636.58 feet to a point located on the center line of the 50 foot ingress and egress easement known as Rockhouse Road, thence along the said easement North 70 degrees 54 minutes 20 seconds East a distance of 187.64 feet to a point, thence North 84 degrees 40 minutes 46 seconds East a distance of 130.64 feet to a point, thence South 77 degrees 06 minutes 40 Seconds East a distance of 178.51 feet to a point, thence South 66 degrees 26 minutes 17 seconds East a distance of 154.25 feet to a point, thence South 78 degrees 54 minutes 30 seconds East a distance of 189.14 feet to a point, thence South 70 degrees 15 minutes 30 seconds East a distance of 238.66 feet to a point, thence South 68 degrees 29 minutes 37 seconds East a distance of 310.26 feet to a point, thence South 62 degrees 51 minutes 00 seconds East a distance of 117.73 feet to a point, thence South 57 degrees 23 minutes 00 seconds East a distance of 124.97 to a point, thence leaving the center line of said easement North 89 degrees 11 minutes 00 seconds East a distance of 1038.37 feet to an iron pin placed on the East Land Lot line of Land Lot 254, thence North 00 degrees 49 minutes West a distance of 2038.29 feet to a point being the Northeast corner of Land Lot 254 which is also the common Land Lot corner of Land Lot 251, 250, 254, and 255, thence South 89 degrees 11 minutes East a distance of 2564.50 feet to the Northwest Land Lot corner of Land Lot 254 and the TRUE POINT OF BEGINNING. Said tract containing 109.333 acres.

TRACT 5

All that tract or parcel of land lying and being in the 13<sup>th</sup> District, 2<sup>nd</sup> Section, of Cherokee County, Georgia, being all of Land Lot 252, less and except that property conveyed by D.D.C. Contracting Company, Inc. and Cheatham Properties, Inc. to Thomas E. Dame III recorded in Deed Book 665, Page 21, Cherokee County Georgia Records, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 252, 13th District, Cherokee County, Georgia, and being more particularly described as follows:

Commencing at the northwest corner of Land Lot 252 (said point also being the southwest corner of Land Lot 217); running thence along the northerly land lot line of Land Lot 252 south 86 degrees 39 minutes 50 seconds east a distance of 662.41 feet to a point located in the centerline of a creek; running thence along a traverse line traversing said creek south 32 degrees 45 minutes 47 seconds east a traverse distance of 1,064.58 feet to a point located in the centerline of said creek, it being the intent that the centerline of said creek shall be the property line as said creek is defined by the traverse line described above; running thence south 03 degrees 06 minutes 13 seconds west a distance of 456.86 feet to a point; running thence south 03 degrees 06 minutes 13 seconds west a distance of 32.08 feet to a point; running thence south 42 degrees 58 minutes 43 seconds west a distance of 25.00 feet to a point; running thence south 42 degrees 58 minutes 43 seconds west a distance of 1,939.21 feet to a point located at the southwest corner of Land Lot 252 (said point also being the northwest corner of Land Lot 253); running thence along the westerly land lot line of Land Lot 252 north 01 degree 29 minutes 11 seconds east a distance of 1,519.68 feet to a point; continuing thence along said land lot line north 03 degrees 06 minutes 13 seconds east a distance of 1,291.42 feet to a point and the point of beginning, containing 54.761 acres and being more particularly shown on that certain plat of survey prepared by Paul Lee Consulting Engineering Assoc., Inc., dated September 9, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

The conveyances of Tracts 1 thru 5 as described above are subject to the following easements, right-of-ways, and agreements as set-forth in Exhibit "A-1." Grantor does hereby transfer to Grantee all right, title and interest, if any, which Grantor has in or under said easements, right-of-ways, and agreements.





## Exhibit "A-1"

- Easement 1. Easement agreement dated September 25, 1987 and recorded October 13, 1987 from D.D.C. Contracting Company, Inc. and Cheatham Properties, Inc. to Thomas E. Dame, III recorded in Deed Book 665, Page 21.
- Easement 2. Easement agreement dated October 5, 1981 from Georgia Kraft Company to Jack P. Sisson and William S. Elias recorded in Deed Book 312, Page 664, Cherokee County Deed Records.
- Easement 3. Roadway easement from Roy Golden, Douglas Payne and Elliott R. Baker to William S. Elias and Jack P. Sisson, dated July 9, 1983 recorded in Deed Book 358, Page 632, Cherokee County, Georgia Records.
- Easement 4. Quit-Claim Deed dated March 12, 1991, and recorded April 15, 1991 at Deed Book 977, Page 260, releasing Bank of Canton's right, title, and interest to Mitchell Gwinn in Reciprocal Easement Agreement between Inland-Rome, Inc. and Somerset at Henderson Village, Inc. dated February 3, 1989.
- Easement 5. Quit-Claim Deed dated March 12, 1991, and recorded April 15, 1991 at Deed Book 977, Page 317, releasing N&N Mortgage, Inc.'s right, title, and interest to Mitchell Gwinn in Reciprocal Easement Agreement between Inland-Rome, Inc. and Somerset at Henderson Village, Inc. dated February 3, 1989.
- Easement 6. Quit-Claim Deed dated March 12, 1991, and recorded April 15, 1991 at Deed Book 977, Page 272, releasing E.O. McFather, Jr. and Bobby Moore's right, title, and interest to Mitchell Gwinn in Reciprocal Easement Agreement between Inland-Rome, Inc. and Somerset at Henderson Village, Inc. dated February 3, 1989.
- Easement 7. Quit-Claim Deed dated March 12, 1991, and recorded April 15, 1991 at Deed Book 977, Page 284, releasing Georgia Land Surveying Company, Inc.'s right, title, and interest to Mitchell Gwinn in Reciprocal Easement Agreement between Inland-Rome, Inc. and Somerset at Henderson Village, Inc. dated February 3, 1989.
- Easement 8. Quit-Claim Deed dated March 12, 1991, and recorded April 15, 1991 at Deed Book 977, Page 296, releasing Southtrust Bank of Atlanta's right, title, and interest to Mitchell Gwinn in Reciprocal Easement Agreement between Inland-Rome, Inc. and Somerset at Henderson Village, Inc. dated February 3, 1989.
- Easement 9. Reciprocal Easement Agreement between Inland-Rome, Inc. and Somerset at Henderson Village, Inc. dated February 3, 1989, recorded April 15, 1991 at Deed Book 977, Page 225.
- Easement 10. Easement agreement dated May 10, 1996 from Mitchell Gwinn to Amicalola Electric Membership Corporation recorded in Deed Book 2397, Page 297, Cherokee County Deed Records.

Easement 11. Streams and lakes located on captioned property. Exception is taken to the rights of upper and lower riparian owners or the owners of captioned property in and to the waters crossing or located on captioned property, the level of said waters and the natural flow thereof, free from diminution or pollution.

Easement 12. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

*Rc 8-8-2002*

