

2.

Defendant ODC COF, Savannah LLC is a Delaware limited liability company and may be served with process upon its registered agent, Corporation Service Company, 2 Sun Court, Suite 400, Peachtree Corners, Gwinnett County, Georgia 30092.

3.

Defendant Row Pine Development, LLC may be served with process upon its registered agent, Gary Wiggin, whose address is 660 E. 39th Street, Savannah, GA 31401.

4.

Defendant 541 E Broughton St LLC may served with process upon its registered agent, George Milmine, at 14 E. State Street, Savannah, GA 31401.

5.

Defendant Gary Wiggin may be served with process at 660 E. 39th Street, Savannah, GA 31401.

6.

Defendant ODC COF, Savannah LLC (“ODC”) is subject to the jurisdiction of this court and venue is proper in Chatham County, Georgia.

7.

Defendant Row Pine Development, LLC (“Row Pine Development”) is subject to the jurisdiction of this court and venue is proper in Chatham County, Georgia.

8.

Defendant 541 E Broughton St LLC (“541 E Broughton”) is subject to the jurisdiction of this court and venue is proper in Chatham County, Georgia.

9.

Defendant Gary Wiggin (“Wiggin”) is subject to the jurisdiction of this court and venue is proper in Chatham County, Georgia.

10.

This matter concerns the real property located in the City of Savannah being in the west part of Lot 4 and all of Lots 5 and 6, Magazine Ward, and is more fully described in the legal description attached hereto as Exhibit “A” referenced hereinafter as “the Property”.

STATEMENT OF FACTS / FACTURAL BACKGROUND

11.

Westside Comprehensive Health Center, Inc., a Georgia not for profit corporation, was incorporated on March 22, 1972.

12.

On or about August 1, 1981, Westside Comprehensive Health Center, Inc. changed its name to Westside-Urban Health Center, Inc. and effective May 27, 2003, Westside-Urban Health Center, Inc. changed its name to Curtis V. Cooper Primary Health Care, Inc.

13.

Curtis V. Cooper Primary Health Care, Inc.’s primary clinic and health care facility is located at 106 E. Broad Street, Savannah, GA 31401, that location being directly across Barr Street a/k/a Reynolds Street from the Property.

14.

Exhibit “B” attached hereto shows the relationship of the Curtis V. Cooper Primary Health Care clinic property to the Property.

15.

On or about December 30, 2001, Westside-Urban Health Center, Inc., as Seller, entered into an Option Agreement with the Mayor and Aldermen of the City of Savannah (the “City”) whereby Westside-Urban Health Center Inc. would sell to the City the Property as the City was seeking to assemble properties for the purpose of constructing a parking garage. The Option Agreement is attached hereto as Exhibit “C”.

16.

Under the terms of the Option Agreement, the price was reduced in exchange for the City providing 54 parking spaces on the Property for a period of 40 years, the first 20 years being at no charge to the Seller.

17.

In approximately July 2003, the City of Savannah exercised its option and on July 30, 2003, the Property was sold and conveyed by Curtis V. Cooper Primary Health Care, Inc., formerly Westside-Urban Health Center, Inc., to the City. Attached hereto as Exhibit “D” is the closing statement for the sale and conveyance of the Property (“Closing Statement”) in which the reduction in price is noted in exchange for the agreement for 40 years of parking on the Property.

18.

The Closing Statement specifically provided that the terms and conditions of the Option Agreement regarding the provision of parking “shall survive the closing, shall remain enforceable

until fully performed as required under such Agreement and shall not merge upon the delivery of the warranty deed.”

19.

On the date of the closing, i.e. July 30, 2003, the Property was paved, contained 54 or more parking spaces that were used and needed by Plaintiff for parking for its patients and staff.

20.

On December 20, 2019, the City entered into a deed of exchange with Defendant Row Pine Development (“Deed of Exchange”) whereby the City exchanged the Property and other properties it owned for properties owned by Row Pine Development located in West Chatham County, nowhere near the Property or near Plaintiff’s property.

21.

The Deed of Exchange specifically stated that the Property was “SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record, and to any unrecorded contracts, agreements, easements and licenses, if any, for temporary parking as previously disclosed by party of the first part to party of the second part.” The Deed of Exchange is attached hereto as Exhibit “E” and the quoted language is on page 5 of 15 of the Deed of Exchange.

22.

The Plaintiff’s use of the Property for parking was open and obvious at all times prior to the date of the Deed of Exchange and at the time of the Deed of Exchange. Plaintiff continued its open and obvious use of the Property for parking following the Deed of Exchange.

23.

In 2020 Row Pine Development without any notice or forewarning to Plaintiff and knowing of Plaintiff's use of the Property for parking and having notice of the of the agreement for parking on the Property, removed the pavement on the Property and dug up the Property so as to prevent Plaintiff from using it for parking.

24.

On or about June 8, 2020, Row Pine Development conveyed the Property by limited warranty deed to 541 E Broughton, a related entity to Row Pine Development, and the limited warranty deed contained the same language regarding the Property being subject to "unrecorded contracts, agreements, easements and licenses" for temporary parking "as previously disclosed by Grantor to Grantee." The limited warranty deed from Row Pine Development to 541 E Broughton is attached hereto as Exhibit "F" and the referenced language is on page 3 of said limited warranty deed.

25.

On or about February 4, 2022, 541 E Broughton conveyed the Property via limited warranty deed to Defendant ODC. The limited warranty deed to Defendant ODC is attached hereto as Exhibit "G" and the Property identified as Parcel 2 on Exhibit A to this limited warranty deed.

26.

Unlike the Deed of Exchange from the City to Row Pine Development and unlike the limited warranty deed from Row Pine Development to 541 E Broughton, the limited warranty deed from 541 E Broughton to ODC did not contain the language stating that the Property was subject to "unrecorded contracts, agreements, easements and licenses, if any, for temporary parking as previously disclosed."

27.

Despite the limited warranty deed to Defendant ODC not containing the language regarding the unrecorded contracts and agreements for temporary parking, Defendant ODC had notice of such agreement due to language referencing the parking agreement being in its chain of title, i.e. the deeds from the City to Row Pine Development and from Row Pine Development to 541 E Broughton. Defendant ODC has been made aware that Plaintiff has rights to use this Property for parking and of the obligation of the Property owner to construct a garage or to provide 54 spaces of parking to Plaintiff for a period of 40 years.

28.

Defendant ODC has informed Plaintiff that it will not provide the parking and that it plans to construct residential units on the Property and make no provision for the Property to be used for parking by Plaintiff.

29.

Additionally, Defendant ODC's contractor has informed Plaintiff that it is about to begin construction of the more than 100 residential units on the Property and that it intends to block access to the entirety of Barr Street during construction. Given the nature of the project, the construction will last several months if not a year or longer. Barr Street is the primary access to Plaintiff's primary clinic and health care facility. The blocking of Barr Street by Defendant ODC will cause irreparable harm to Plaintiff and its patients as patients will not be able to access Plaintiff's health care facility and most importantly emergency vehicles such as ambulances will not have access or the ambulance access will be severely hindered.

30.

Defendant Row Pine Development was fully aware of Plaintiff's parking rights on the Property as Plaintiff's use of the Property was open and obvious at the time of Row Pine Development's acquisition of the Property from the City.

31.

Row Pine Development tortiously interfered with Plaintiff's rights to use the Property for parking by digging up the paved parking on the lot and making it impossible to use for parking and by fencing the Property preventing Plaintiff's access to the Property.

32.

Defendant 541 E Broughton is a related entity to Row Pine Development, as Defendant Gary Wiggin is a principal in both limited liability companies.

33.

At the time of its acquisition from Row Pine Development, 541 E Broughton was fully aware of Plaintiff's rights to use the lot for parking and continued to prevent Plaintiff from using the lot for parking.

34.

Defendant Gary Wiggin has intentionally violated Plaintiff's right to use the lot for parking and has intentionally interfered with those rights.

35.

Defendant Wiggin executed the deed from Row Pine Development to 541 E Broughton and in turn executed the deed from 541 E Broughton to ODC COF Savannah.

36.

Language was intentionally omitted from the deed from 541 E Broughton to Defendant ODC that referenced any parking agreement or any disclosure of a parking agreement to the grantee. Plaintiff believes this omission of the language which was in both the deed from the City to 541 E Broughton and the deed from 541 E Broughton to Row Pine Development was an intentional act by both 541 E Broughton and Gary Wiggin in an effort to harm Plaintiff and to defeat Plaintiff's rights to use the Property for parking.

37.

The conduct of Defendants 541 E Broughton, Row Pine Development, and Gary Wiggin as described in paragraphs 29 through 35 above was egregious and intentionally done to cause Plaintiff irreparable harm, which said harm is difficult to measure in a dollar amount.

DECLARATORY RELIEF

38.

Plaintiff incorporates by reference the allegations stated in Paragraphs 1 - 37 above as if fully set forth herein.

39.

Plaintiff has an interest in this Property to use it for the parking of 54 vehicles for 40 years based upon its Agreement with the City of Savannah, and/or alternatively, as a result of prescriptive rights created by Plaintiff's continual and open use of the Property for parking.

40.

Plaintiff seeks this Court to declare as a matter of law the Property is subject to Plaintiff's right to use the Property for parking of 54 vehicles, that Defendants 541 E Broughton, Row Pine Development, and Gary Wiggin interfered with said right, and that Defendant ODC is bound by the terms of the Agreement as stated in the Option Agreement and to make the Property available for parking use by Plaintiff.

INJUNCTIVE RELIEF

41.

Plaintiff incorporates by reference the allegations stated in Paragraphs 1 – 39 above as if fully set forth herein.

42.

To the best of Plaintiff's knowledge, Defendant ODC intends to immediately begin construction of more than 100 residential units on the Property, will continue to provide no parking whatsoever to Plaintiff during construction and upon completion of construction intends to provide no parking to Plaintiff.

43.

Plaintiff has suffered irreparable harm by its rights being interfered with and by being prevented from using this Property for parking and Plaintiff will continue to suffer harm and said harm will be irreparable if Defendant ODC fails to comply with the Agreement for temporary parking for 40 years. Plaintiff's damages cannot be measured in a monetary amount and therefore, Defendant ODC should be permanently enjoined from taking any action whatsoever to develop this Property in any manner or fashion inconsistent with Plaintiff's rights to use the Property for parking.

WHEREFORE, Plaintiff prays that the Court:

(a) That summons and process issue as provided by law;

(b) That the Court issue a temporary restraining order preventing ODC COF SAVANNAH, L.L.C. from: undertaking any action in developing the Property that is inconsistent with Plaintiff's right to use the Property for parking; blocking access to Barr Street and from taking any other action that affects access to Plaintiff's property that severely harms and injures Plaintiff and Plaintiff's patients; and taking any further action to interfere with Plaintiff's rights to use the Property for parking purposes. Said temporary restraining order to remain in effect until such time as the Court may conduct a hearing and issue a decision regarding the issuance of an interlocutory injunction;

(c) That the Court conduct a hearing on an interlocutory injunction and after such hearing the Court grant an interlocutory injunction enjoining ODC COF SAVANNAH, L.L.C. from undertaking any activity on the Property that is inconsistent with Plaintiff's right to use the Property for parking purposes and said preliminary injunction to remain in effect until such time as the Court conducts a trial and issues a decision regarding the issuance of a permanent injunction;

(d) That the Court conduct a trial on the issues herein and issue a permanent injunction that Plaintiff has right to use the Property for parking purposes, that ODC COF SAVANNAH, L.L.C. shall not undertake any activity on the Property that is inconsistent with Plaintiff's right to use the Property for parking purposes and that ODC COF SAVANNAH, L.L.C. shall restore the Property so as to be used for parking by Plaintiff;

(e) That the Court issue a declaratory judgment declaring Plaintiff's rights to use the Property for parking;

(f) That the Court order that Defendants 541 E Broughton St LLC and Gary Wiggin reform the limited warranty deed from 541 E Broughton St LLC to Defendant ODC COF SAVANNAH, L.L.C. so as to accurately reflect the Property being subject to the parking agreement and that Defendant Defendant ODC COF SAVANNAH, L.L.C. accept the delivery of such reformed limited warranty deed;

(g) That Plaintiff recover from Defendants Row Pine Development, LLC, 541 E Broughton St LLC and Gary Wiggin its legal fees and costs in bringing this action in light of their tortious conduct resulting in Plaintiff having to pursue this litigation to have its parking rights restored;

(h) That Plaintiff recover all costs of this action, including reasonable attorney's fees; and,

(i) That Plaintiff have such other and further relief as provided by law or equity.

This 24th day of February, 2022.

s/ Dana F. Braun

Dana F. Braun

Georgia Bar No. 078512

dbraun@ellispainter.com

Quentin Marlin

Georgia Bar No. 567040

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Philip M. Thompson

Georgia Bar No. 963572

pthompson@ellispainter.com

Counsel for Plaintiffs

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qmarlin@ellispainter.com

pthompson@ellispainter.com

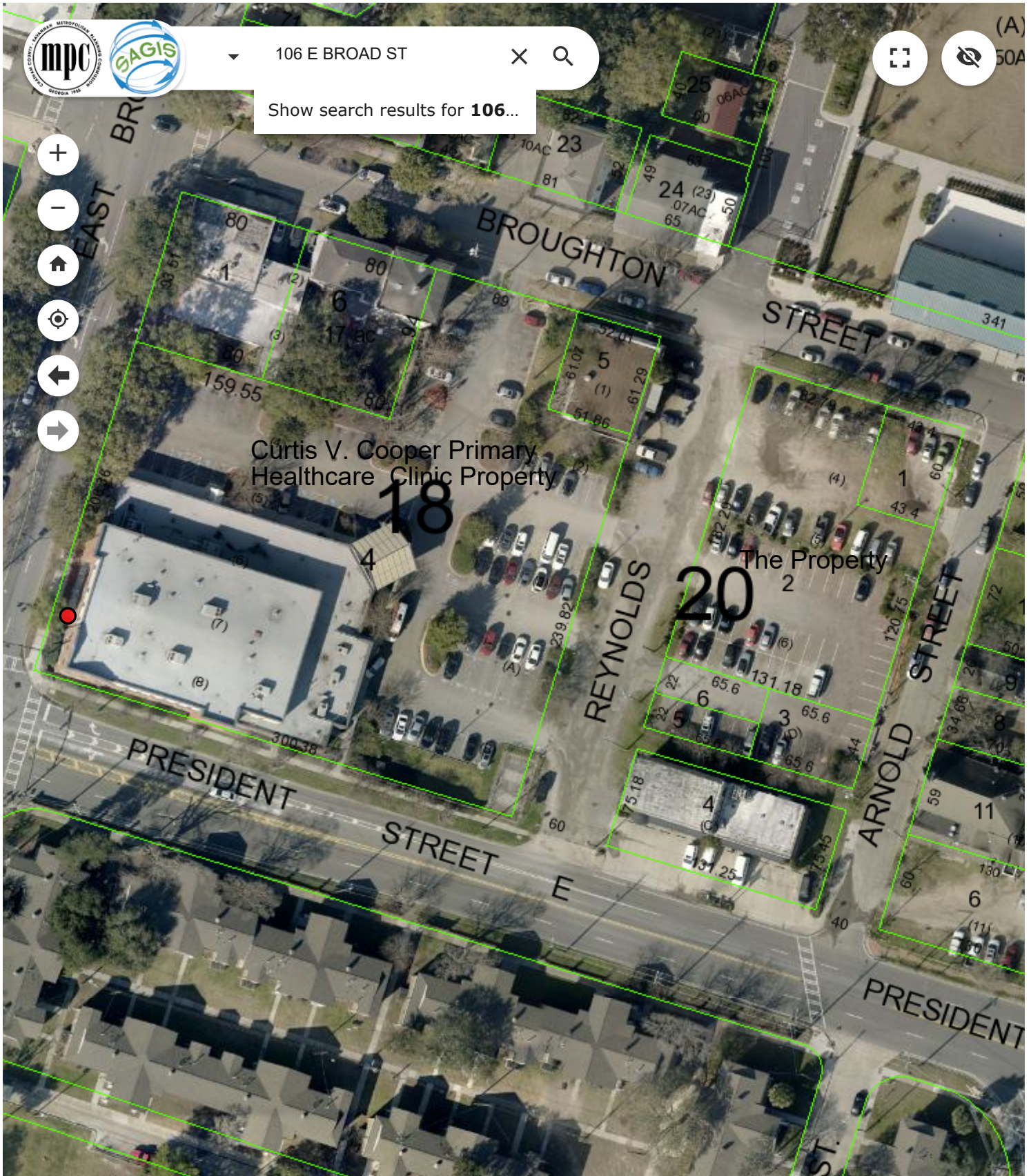
EXHIBIT A

Property Description

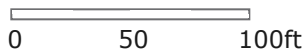
All that tract or parcel of land lying and being in the City of Savannah, County of Chatham, State of Georgia, and being in the west part of Lot 4 and all of Lots 5 and 6, Magazine Ward, beginning at the intersection of the southern right-of-way of Broughton Street (65 foot right-of-way) with the eastern right-of-way of Barr Street (60' right-of-way), formerly known as Reynolds Street, said point being hereinafter referred to as the Point of Beginning; proceeding thence South 75 degrees 02' 16" East along said right-of-way of Broughton Street a distance of 82.79 feet to a point; proceeding thence South 15 degrees 34' 57" West a distance of 61.88 feet to a point; proceeding thence South 74 degrees 48' 00" East a distance of 48.40 feet to a point on the western right-of-way of Arnold Street (40' right-of-way); proceeding thence South 15 degrees 34' 57" West along said right-of-way of Arnold Street a distance of 120.75 feet to a point; proceeding thence North 74 degrees 48' 00" West a distance of 131.18 feet to a concrete monument; proceeding thence North 15 degrees 34' 57" East a distance of 182.29 feet to a concrete monument, said concrete monument also being the Point of Beginning.

This being a portion of the same property conveyed by The Mayor and Aldermen of the City of Savannah to Row Pine Development, LLC, by and through that certain Deed of Exchange dated December 20, 2019 and recorded on December 23, 2019 in Deed Book 1805 at Pages 290 through 304 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

EXHIBIT "B"



-81.082 32.076 Degrees



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EXHIBIT "C"
Option Agreement

PRB 14-P, 119

12324-~~5~~ 13

OPTION AGREEMENT
AND
CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

This Option Agreement and Contract of Purchase and Sale (hereinafter called this "Agreement"), dated the 30th of December, 2001, is made and entered into by WESTSIDE URBAN HEALTH CENTER, INC., a Georgia nonprofit corporation (hereinafter called "Seller"); and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation of the State of Georgia (hereinafter called "Purchaser").

WITNESSETH:

WHEREAS, the Seller is the owner of the land in the City of Savannah, Chatham County, Georgia, consisting of an approximately .48 acre tract (hereinafter called "Property"), being located substantially as shown on Exhibit "A", attached hereto and made a part hereof, and

WHEREAS, the Purchaser seeks to assemble several properties for the purpose of constructing a parking garage to serve downtown parking customers, and

WHEREAS, the Property is one of the properties which Purchaser seeks to assemble;

NOW, THEREFORE, the Seller agrees to grant an option to Purchaser to purchase the Property from Seller, subject to the following terms and conditions:

Article 1
Option Terms and Conditions

1.01 Option The Seller grants to Purchaser the exclusive right and option ("Option") to purchase the Property under terms and conditions set forth in this Agreement. It is the intention of the Purchaser to combine the Property with neighboring parcels for use as a site for a structure which will be used principally as a parking garage.

1.02 Option Period The Purchaser shall have one hundred and eighty (180) days from the date of this Agreement ("Option Period") to exercise the Option herein granted. The Option Period may be extended in writing by the mutual consent of both the Seller and the Purchaser beyond the original duration.

1.03 Survey The Purchaser shall have access to the Property for the purpose of having a Georgia Registered Land Surveyor prepare a current or updated boundary survey of the Property. At Closing the metes and bounds description of the Property reflected in the survey may be used in the warranty deed and any other documents requiring a legal description of the Property.

1.04 Right of Entry Upon execution of this Agreement, the Purchaser shall have right of entry onto the Property at all reasonable times for the purpose of inspecting, and examining the Property

and performing other necessary tests for engineering and planning for development and determination of soil, environmental and topographic conditions. The Purchaser shall require any contractors and sub-contractors engaged to investigate the site to maintain liability insurance in force, and provide a certificate of insurance.

1.05 Exercise Notice The Purchaser may exercise the Option at any time during the Option Period by delivery of written notice to Seller ("Exercise Notice"). The Exercise Notice shall include a check for the sum of Ten Thousand Dollars (\$10,000) ("Earnest Money") made payable to the Seller. The purchase and sale of this Property under the terms and conditions provided in this Agreement shall occur not later than sixty (60) calendar days after the date of the Exercise Notice at a Closing as provided in Article 2.

1.06 Earnest Money The Earnest Money and any earnings on said Earnest Money from the date of the Exercise Notice to the Closing, shall be applied to the Purchase Price of the Property at Closing. If for any reason Closing does not occur, the Seller shall return the Earnest Money and all interest earned thereon to the Purchaser within ten (10) business days of written request.

1.07 Examination of Title Seller covenants to convey to Purchaser at Closing fee simple ownership of the Property which is insurable under a standard title policy without exceptions other than exceptions deemed acceptable by the Purchaser. Purchaser shall examine title to the Property and not later than thirty days (30) days after the Exercise Notice, give notice to the Seller of objections affecting the marketability of said title. Prior to Closing, Seller shall satisfy all objections at Seller's expense. If Seller does not satisfy such objections prior to Closing, the Purchaser may either (i) terminate this Agreement (and receive Earnest Money and interest earned thereon from the Seller), or (ii) waive any or all objections not cured by the Seller and proceed with Closing.

Article 2
Purchase Price and Closing

2.01 Purchase Price The Purchase Price for the Property shall be a net total of \$355,200 composed of the following components:

Gross property value	\$ 425,200
Less: The avoided cost which Seller would incur to construct a surface parking lot on the Property containing 54 parking spaces meeting all applicable codes of the City	(\$ <u>70,000</u>)
Purchase Price	\$ <u>355,200</u>

2.02 Closing A meeting (the "Closing") shall be scheduled not later than sixty (60) calendar days after the date of the Exercise Notice. At the Closing the Purchaser shall deliver the balance of the Purchase Price less Earnest Money and interest earned thereon. The Seller shall deliver a warranty deed transferring title to the Property from the Seller to the Purchaser effective on the date of the Closing which details all easements, conditions, reservations, leases, licenses and restrictions as may appear of record or be apparent by an inspection of the Property.

2.03 Additional Conditions The following additional conditions shall govern the settlement at the Closing:

- (a) General real estate taxes, if any, for the then current year relating to the Property, and rents, if any, shall be prorated as of the closing date and shall be so adjusted at closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuations. All special taxes or assessments, if any, due subsequent to the closing date shall be paid by Purchaser.
- (b) The Seller and Purchaser shall each pay its own fees and expenses and those of its agents, advisors, attorneys, appraisers, contractors, architects and accountants under the terms of this Agreement.

Article 3

Additional Terms and Conditions

3.01 Purchaser to Make Garage Spaces Available to Seller In consideration of the avoided cost component of the Purchase Price provided for in section 2.01, the Purchaser shall make available to the Seller fifty-four (54) spaces in the Purchaser's parking garage constructed on the Property. Said spaces shall be made available to the Seller at no additional cost for a period of twenty (20) years commencing upon completion of the garage construction. During a subsequent twenty (20) year period, the Purchaser shall make available to the Seller the fifty-four (54) spaces at the then prevailing parking space rate. Seller's access to the spaces shall be governed by the general rules established by the City for the operation of the parking garage. The spaces made available hereunder shall be used by employees, agents, sub-contractors, or clients of the Seller, and may not be sold, sub-leased or otherwise exchanged for value, financial or in-kind by the Seller to a third party. Spaces shall be made available hereunder only so long as the structure is usable as a parking garage.

3.02 Design Consultation The Purchaser shall consult with the Seller and/or its agents in the development of design plans for the parking garage, including traffic flow and ingress/egress and improvements to Barr Street, with the goal of making the Purchaser's parking facility generally compatible with the design of the Seller's healthcare facility to be constructed by the Seller on a site to the west of the Property.

3.03 Alternative Parking During the construction of the parking garage, the Purchaser will endeavor to provide 54 parking spaces for use by the Seller.

3.04 Confidentiality The terms of this Agreement shall be held confidential to the extent allowable under Georgia State Law and no party from the Seller or Purchaser shall disclose terms of this Agreement until after the Closing, unless compelled to do so by law. Any such disclosure shall require the disclosing party to notify the other party in writing regarding the specific information disclosed within 24 hours of such disclosure.

3.05 Entire Agreement This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the parties hereto.

3.06 Notice Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below.

Seller:
Edward G. Miller
Interim Executive Director
Westside Urban Health Center, Inc.
115 E. York Street
Savannah, Georgia 31402

Purchaser:
Michael B. Brown
City Manager
City of Savannah
P.O. Box 1027
Savannah, Georgia 31402

3.07 Headings The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

3.08 Agreement Governance This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

3.09 Counterparts This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement under seal as of the date first above written.

SELLER:

WESTSIDE URBAN HEALTH CENTER

By: Edward G. Miller

Name: Edward G. Miller

Title: Interim Executive Director

ATTEST:

Jandra A. Collins

Secretary

(SEAL)

PURCHASER:

MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH

By: Michael B. Brown

Name: Michael B. Brown

Title: City Manager

ATTEST:

Sydney G. Reese
Clerk of Council

(SEAL)

EXHIBIT "D"
Closing Statement

WISEMAN, BLACKBURN & FUTRELL
240 W. Broughton Street
Savannah, GA 31401

SELLER: Curtis V. Cooper Primary Health Care, Inc.,
formerly Westside-Urban Health Center, Inc.

PURCHASER: The Mayor and Aldermen of the City of Savannah

PROPERTY: West part of Lot 4 and all of Lots 5 and 6, Magazine Ward, Savannah,
Chatham County, GA

DATE: July 30, 2003

CLOSING STATEMENT

Purchase Price * See Notes Below

(The purchase price is the gross property value
of \$425,200.00 less the avoided cost which Seller
would incur of \$70,000.00 to construct a surface
parking lot on the Property containing 54 parking
spaces meeting all applicable codes of the City)

\$355,200.00

Additional Costs:

Taxes - PIN No. 2-0005-20-002
(Chatham County and City of Savannah
exempt from taxes)

0.00

State stamps are exempt

0.00

Deductions:

Earnest Money Deposit \$10,000.00
(Plus the earnings on the earnest
Money pursuant to Paragraph 1.06
of the Option Agreement which will
be remitted by Seller)

TOTAL AMOUNT DUE SELLER:

\$345,200.00

13

* NOTES:

1. As part of the consideration of this sale, the Option Agreement dated December 30, 2001, between the Parties is by reference incorporated herein and made a part hereof. The terms and conditions contained therein in Article 3, Additional Terms and Conditions, Paragraphs 3.01, 3.02 and 3.03 shall survive the closing, shall remain enforceable until fully performed as required under such Agreement, and shall not merge upon the delivery of the Warranty Deed.
2. The property as a total tract is listed under Pin No. 2-0005-20-002 as exempt property. Thus, no state, county or city taxes are due or will become due. Should any tax bills be rendered, parties will pro rate such bills as of the date of closing.

SELLER:

Curtis V. Cooper Primary Health Care, Inc.,
formerly Westside-Urban Health Center, Inc.

By:

Edward H. Miller

PURCHASER:

The Mayor and Aldermen of the
City of Savannah

By:
Its:

Michael S. Brown

Type: WD
Kind: WARRANTY DEED
Recorded: 12/23/2019 4:29:00 PM
Fee Amt: \$38.00 Page 1 of 15
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 8863185331

BK 1805 PG 290 - 304

Return Recorded Document to:
WEINER, SHEAROUSE, WEITZ,
GREENBERG & SHAW, LLP
Attn: Stuart R. Halpern
14 E. State Street
Savannah, Georgia 31401

STATE OF GEORGIA

DEED OF EXCHANGE

COUNTY OF CHATHAM

THIS DEED OF EXCHANGE, is made and entered into this 20th day of December, 2019, by and between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation organized under the laws of the State of Georgia, as Party of the First Part and ROW PINE DEVELOPMENT, LLC, a Georgia limited liability company, as Party of the Second Part.

WITNESSETH:

WHEREAS, Party of the First Part presently holds fees simple title to real property situate or lying in the City of Savannah, Chatham County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this referenced, together with any and all improvements located thereon, if any. (the "City Property");

WHEREAS, Party of the Second Part presently holds fees simple title to real property situate or lying in the City of Savannah, Chatham County, Georgia, and being more particularly described on Exhibit "B" attached hereto and incorporated herein by this referenced, together with any and all improvements located thereon, if any. (the "Row Pine Property");

WHEREAS, the Party of the First Part desires to acquire the ownership of the Row Pine Property from the Party of the Second Part in exchange for transferring to the Party of the Second Part fee simple title to the City Property;

WHEREAS, the Party of the Second Part desires to acquire the ownership of the City Property from the Party of the First Part in exchange for transferring to the Party of the First Part fee simple title to the Row Pine Property;

WHEREAS, this exchange of real property complies with and is in accordance with the Official Code of Georgia Section 36-37-6(c);

WHEREAS, the values of the City Property and the Row Pine Property have been determined by appraisal and approved by the proper authorities of the Party of the First Part in accordance with the Official Code of Georgia Section 36-37-6(c), and it has been determined that the value of the Row Pine Property exceeds the appraised value of the City Property;

WHEREAS, the Party of the First Part has complied with the published notice requirements provided for in the Official Code of Georgia Section 36-37-6(c); and

Page 1 of 15

NOW, THEREFORE, for in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, including the above recitals, the receipt and sufficiency of such consideration being hereby acknowledged the Party of the First Part does hereby grant and convey unto the Party of the Second Part, its heirs, successors and assigns, the City Property, as more particularly described on **Exhibit "A"**, with reference being hereby made to said Exhibit for a more particular description of the City Property. **TO HAVE AND TO HOLD** the said real property, together with all and singular the rights, members, appurtenances and hereditaments to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Party of the Second Part, its heirs, successors and assigns, forever in **FEE SIMPLE**. **AND** Party of the First Part will warrant and forever defend the right and title to the City Property unto Party of the Second Part against the claims of all persons claiming by, through or under the Party of the First Part.

NOW, THEREFORE, for in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, including the above recitals, the receipt and sufficiency of such consideration being hereby acknowledged, the Party of the Second Part does hereby grant and convey unto the Party of the First Part, its heirs, successors and assigns, the Row Pine Property, as more particularly described on **Exhibit "B"**, with reference being hereby made to said Exhibit for a more particular description of the Row Pine Property. **TO HAVE AND TO HOLD** the said real property, together with all and singular the rights, members, appurtenances and hereditaments to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Party of the First Part, its heirs, successors and assigns, forever in **FEE SIMPLE**. **AND** Party of the Second Part will warrant and forever defend the right and title to the Row Pine Property unto Party of the First Part against the claims of all persons claiming by, through or under the Party of the Second Part.

[Signatures on following page]

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part have caused this Deed of Exchange to be executed and delivered under seal as of the date first written above.

Mayor and Aldermen of the City of Savannah

By: Patrick C. Moudry

Name: Patrick C. Moudry

Title: City Manager

Signed, sealed and delivered
in the presence of:

Keneo Wiggins
Witness

Margaret Fox
Notary Public
My commission expires



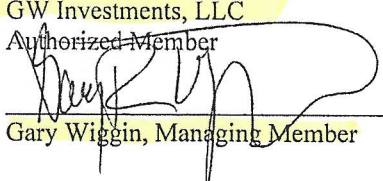
[Signature page of Row Five Development, LLC on the following page.]

ROW PINE DEVELOPMENT, LLC,
a Georgia limited liability company

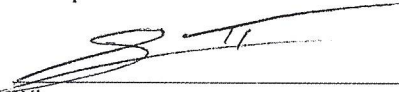
By: GW Investments, LLC

Its: Authorized Member

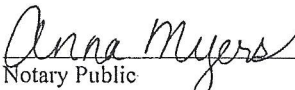
By:


Gary Wiggin, Managing Member

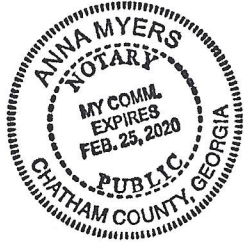
Signed, sealed and delivered
in the presence of:



Witness



Notary Public
My commission expires:



**EXHIBIT A
TO
DEED OF EXCHANGE**

Legal Description of City Property

PARCEL ONE: TM# 2-0005-20-001

All that certain lot, tract or parcel of land, lying and being in the City of Savannah, Chatham County, Georgia, and known upon a map or plan to said City of Savannah as the Eastern part of portion of Lot 4, Magazine Ward, said lot having a frontage of sixty (60) feet, more or less, on the west side of Arnold Street with a rectangular depth westwardly along Broughton Street of 48.4 feet, more or less, and being bounded on the North by Broughton Street, on the East by Arnold Street, on the South by a portion of Lot 5, said Magazine Ward, the property of Westside Urban Health Center, Inc. and on the West by the remaining portion of said Lot 4, Magazine Ward, the property of the said Westside Urban Health Center, Inc. With improvements thereon, being known under the present system of numbering houses in the City of Savannah as 645 East Broughton Street, PIN No. 2-0005-20-001.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated September 17, 2003 and recorded in Deed Book 258-X at Page 625 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TWO: TM# 2-0005-20-002

All that tract or parcel of land lying and being in the City of Savannah, County of Chatham, State of Georgia, and being in the west part of Lot 4 and all of Lots 5 and 6, Magazine Ward, beginning at the intersection of the southern right-of-way of Broughton Street (65 foot right-of-way) with the eastern right-of-way of Barr Street (60' right-of-way), formerly known as Reynolds Street, said point being hereinafter referred to as the Point of Beginning; proceeding thence South 75 degrees 02' 16" East along said right-of-way of Broughton Street a distance of 82.79 feet to a point; proceeding thence South 15 degrees 34' 57" West a distance of 61.88 feet to a point; proceeding thence South 74 degrees 48' 00" East a distance of 48.40 feet to a point on the western right-of-way of Arnold Street (40' right-of-way); proceeding thence South 15 degrees 34' 57" West along said right-of-way of Arnold Street a distance of 120.75 feet to a point; proceeding thence North 74 degrees 48' 00" West a distance of 131.18 feet to a concrete monument; proceeding thence North 15 degrees 34' 57" East a distance of 182.29 feet to a concrete monument, said concrete monument also being the Point of Beginning.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated July 30, 2003 and recorded in Deed Book 255-W at Page 218 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record, and to any unrecorded contracts, agreements, easements and licenses, if any, for temporary parking as previously disclosed by Party of the First Part to Party of the Second Part.

PARCEL THREE: TM# 2-0005-20-006

All that certain lot, tract or parcel of land, lying, situate and being in the City of Savannah, Chatham County, Georgia, and known and designated on the map or plat of said City as the northwestern portion of Lot Number Seven (7), Magazine Ward, (sometimes known as Lot D or 7D). Said portion of said lot fronting 22 feet on Reynolds Street (now Barr Street) with a rectangular depth eastwardly of 60 feet, more or less, and as a whole being bounded on the North by Lot 6, said Ward, on the East by the eastern part of said Lot

7, now the property of The Mayor and Aldermen of the City of Savannah, on the South by the southern portion of said Lot 7 (Lot D) and on the West by Reynolds Street (now Barr Street).

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated September, 2003 and recorded in Deed Book 258-X at Page 618 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL FOUR: TM# 2-0005-20-005

All that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham and State of Georgia, known upon the map in the plan of the City as THE SOUTHWEST PART OF LOT D, A SUBDIVISION OF LOT 7, MAGAZINE WARD. Said portion of said Lot having a Western frontage of Twenty-two (22') feet on Reynolds Street also known as Barr Street between Broughton and President Streets, with a rectangular depth of 65.60 feet more or less, Eastwardly. Said portion of said lot being bounded as follows: on the North by the Northern Twenty-two (22') feet of said Lot; on the East by property of the City of Savannah; on the South by property of the Grantor and on the West by said Reynolds Street also known as Barr Street. Said property being identified as Property Identification Number: 2-0005-20-005.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated June 30, 2006 and recorded in Deed Book 308-Y at Page 528 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL FIVE: TM# 2-0005-20-003

ALL that certain lot, tract or parcel of land situate, lying and being in Magazine Ward in the City of Savannah, Chatham County, Georgia, on the West side of Arnold Street North of President Street having a frontage on Arnold Street of forty-four (44) feet and a depth of sixty (60) feet, and bounded on the North by Lot Number Six (6), in Magazine Ward, East by Arnold Street, South by an alley known as Crawford Alley, on a plat recorded in Book 7-S, Page 52, in the Clerk's Office of the Superior Court of Chatham County, Georgia, and West by other portions of that certain unnumbered lot being sometimes designated as Lot Seven (7), Magazine Ward, and sometimes as Lot D, Magazine Ward, together with all rights and claims in and to said area on said plat as said Crawford Alley.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated September 15, 2002 and recorded in Deed Book 240-S at Page 107 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL SIX: TM# 2-0598-02-012

ALL that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham and being known and designated as A 6.57 ACRE PORTION OF TRACTS 2, 3 BELONGING TO GEORGIA CENTRAL RAILWAY AND A PORTION OF SEABOARD SUBDIVISION, upon a map or plan prepared by Ward Edwards, Inc., dated December 15, 2005 and filed for record in Plat Book 34-P, Page 13, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. By this reference said plat is specifically incorporated herein and made a part hereof.

Said property formerly being known as Lots 16-30, Seaboard Subdivision, having a Property Identification Number of 2-0598-06-001; an Alley running along the northeastern/eastern boundary line of said Lots 16-30, Seaboard Subdivision, having a Property Identification Number of 2-0598-02-005; Lots 31-44, Seaboard Subdivision, having a Property Identification Number of 2-0598-05-001; an unopened street named Lebey Avenue, Seaboard Subdivision, having a Property Identification Number of 2-0598-02-004; Lots 45-58, Seaboard Subdivision, having a Property Identification Number of 2-0598-04-001; an Alley running along the northeastern/eastern boundary line of said Lots 45-58, Seaboard Subdivision, having a Property Identification Number of 2-0598-02-003; Lots 59-72, Seaboard Subdivision, having a Property Identification Number of 2-0598-03-001; an unopened street named Henges Avenue, Seaboard Subdivision, having a Property Identification Number of 2-0598-02-008; a Portion of Tracts 1, 2 and 3, being a portion of Garden Lots West 99 and 100, having a Property Identification Number of 2-0598-02-009; and an unopened street named Feeley Avenue, having a Property Identification Number of 2-0598-02-007.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated July 12, 2006 and recorded in Deed Book 310-K at Page 728 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL SEVEN: TM# 2-0598-02-006

ALL that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being shown and described as HEYWARD AVENUE, SEABOARD WARD, on a plat of Seaboard Ward showing a subdivision of all or parts of Lots Numbered Ninety-One (91) and Ninety-Two (92), Garden Lots West, which plat of subdivision was made for Seaboard Corporation on or about November 2, 1915, by Percy Sugden, C.F., and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Map Book 1, Folio 61, which plat is incorporated herein by this reference for a more particular description of said lots by metes and bounds. Said property being further identified as Property Identification Number 2-0598-02-006 according to the present numbering system of the Tax Assessor's Office of Chatham County, Georgia.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah as TRACT TWO by Warranty Deed dated December 15, 2005 and recorded in Deed Book 299-D at Page 464 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL EIGHT: TM# 2-0598-07-001

ALL those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being shown and described as LOTS ONE (1) THRU FIFTEEN (15), INCLUSIVE, SEABOARD WARD, on a plat of Seaboard Ward showing a subdivision of all or parts of Lots Numbered Ninety-One (91) and Ninety-Two (92), Garden Lots West, which plat of subdivision was made for Seaboard Corporation on or about November 2, 1915, by Percy Sugden, C.F. and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Map Book 1, Folio 61, which plat is incorporated herein by this reference for a more particular description of said lots by metes and bounds. Said property being further identified as Property Identification Number 2-0598-07-001 according to the present numbering system of the Tax Assessor's Office of Chatham County, Georgia.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah as TRACT ONE by Warranty Deed dated December 15, 2005 and recorded in Deed Book 299-D at Page 464 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL NINE: TM# 2-0048-01-001

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia and known as Lots 346 through 360, Springfield Park, Gibbons Ward. This being the property conveyed from Donald Kole, as Administrator of the Estate of Samuel Robinson, and Kate H. Robinson, Paul E. Robinson and Kaye R. Kole, all of the heirs of decedent, to Kate H. Robinson, Paul E. Robinson and Kaye R. Kole, individually and d/b/a The Robinson Company on May 1, 1966, and recorded on December 5, 1966, in the Record Book 91-E, Folio 372, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

This being a portion of the property conveyed to Mayor and Aldermen of the City of Savannah as by Warranty Deed dated February 14, 2008 and recorded in Deed Book 337-L at Page 457 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TEN: TM# 2-0048-02-002

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia and known as Lots 331 through 345, Springfield Park, Gibbons Ward. This being the property conveyed from Donald Kole, as Administrator of the Estate of Samuel Robinson, and Kate H. Robinson, Paul E. Robinson and Kaye R. Kole, all of the heirs of decedent, to Kate H. Robinson, Paul E. Robinson and Kaye R. Kole, individually and d/b/a The Robinson Company on May 1, 1966, and recorded on December 5, 1966, in the Record Book 91-E, Folio 372, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

This being a portion of the property conveyed to Mayor and Aldermen of the City of Savannah as by Warranty Deed dated February 14, 2008 and recorded in Deed Book 337-L at Page 457 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL ELEVEN: TM# 2-0048-02-001

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia and known as Lots 316 through 330, Springfield Park, Gibbons Ward. This being the property conveyed from Donald Kole, as Administrator of the Estate of Samuel Robinson, and Kate H. Robinson, Paul E. Robinson and Kaye R. Kole, all of the heirs of decedent, to Kate H. Robinson, Paul E. Robinson and Kaye R. Kole, individually and d/b/a The Robinson Company on May 1, 1966, and recorded on December 5, 1966, in the Record Book 91-E, Folio 372, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

This being a portion of the property conveyed to Mayor and Aldermen of the City of Savannah as by Warranty Deed dated February 14, 2008 and recorded in Deed Book 337-L at Page 457 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TWELVE: TM# 2-0048-03-002

All those certain twelve (12) lots or parcels of land situate, lying and being in the City of Savannah, County of Chatham and State of Georgia, and known as Lots 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311 and 312, according to a plan of a subdivision of Lot Thirty-Nine (39) and the Western one-half of Lot Thirty-Eight (38), Springfield Plantation, now in Gibbons Ward; said Lot 301 having a western frontage of 40 feet on Stephens Avenue, and each of the other said lots having a western frontage of 30 feet on Stephens Avenue, and all of said lots having each a depth Eastwardly of 100 feet to a lane; all of said lots being contiguous and as a whole bounded on the North by Lot 313 of said subdivision; on the East by a lane; on the South by Feeley Avenue and on the West by Stephens Avenue, as will more fully appear by reference to said plat of said subdivision recorded in Chatham County Records, Map Book 1, Folio 46.

This being a portion of the property conveyed to Mayor and Aldermen of the City of Savannah as by Executor's Deed dated March 20, 2008 and recorded in Deed Book 338-V at Page 49 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL THIRTEEN: TM# 2-0048-03-003

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia and known as Lots 313 and 314, Springfield Park, Gibbons Ward. This being the property conveyed from Donald Kole, as Administrator of the Estate of Samuel Robinson, and Kate H. Robinson, Paul E. Robinson and Kaye R. Kole, all of the heirs of decedent, to Kate H. Robinson, Paul E. Robinson and Kaye R. Kole, individually and d/b/a The Robinson Company on May 1, 1966, and recorded on December 5, 1966, in the Record Book 91-E, Folio 372, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

This being a portion of the property conveyed to Mayor and Aldermen of the City of Savannah as by Warranty Deed dated February 14, 2008 and recorded in Deed Book 337-L at Page 457 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL FOURTEEN: TM# 2-0048-03-004

All that certain lot or parcel of land situate, lying and being in the City of Savannah, County of Chatham and State of Georgia, and known as Lot 315, according to a plan of a subdivision of Lot Thirty-Nine (39) and the Western one-half of Lot Thirty-Eight (38), Springfield Plantation, now in Gibbons Ward; said Lot 315 having a western frontage of 45.3 feet on Stephens Avenue, and having a depth Eastwardly of 100 feet to a lane; being bounded North by the right of way of the Savannah-Ogeechee Canal; East by said lane; South by Lot 314 and West by Stephens Avenue, as will more fully appear by reference to said plat of said subdivision recorded in Chatham County Records, Map Book 1, Folio 46.

This being a portion of the property conveyed to Mayor and Aldermen of the City of Savannah as by Executor's Deed dated March 20, 2008 and recorded in Deed Book 338-V at Page 49 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL FIFTEEN: TM# 2-0048-03-001

ALL those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being known and designated on a map or plan of said city of LOTS THIRTY-SEVEN (37) AND THE EASTERN ONE-HALF OF LOT THIRTY-EIGHT (38), GIBBONS WARD, being formerly known as Springfield Plantation and lying between Feeley Avenue and the Savannah and Ogeechee Canal. Said properties being further identified as Property Identification Numbers 2-0048-03-001 according to the present numbering system of the Tax Assessor's Office of Chatham County, Georgia.

This being a portion of the property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated December 15, 2005 and recorded in Deed Book 299-D at Page 463 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL SIXTEEN: TM# 2-0047-01-001

ALL those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being known and designated on a map or plan of said city of LOTS THIRTY-FIVE (35) AND THIRTY-SIX (36), GIBBONS WARD, being formerly known as Springfield Plantation and lying between Feeley Avenue and the Savannah and Ogeechee Canal. Said properties being further identified as Property Identification Numbers 2-0047-01-001 according to the present numbering system of the Tax Assessor's Office of Chatham County, Georgia.

This being a portion of the property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated December 15, 2005 and recorded in Deed Book 299-D at Page 463 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL SEVENTEEN: TM# 2-0047-02-004

ALL that certain lot or tract of land, situate, lying and being in the County of Chatham, State of Georgia, and being known and designated on the maps and plans of Chatham County as "Lots 39 and 40, Subdivision of Lot 34, Springfield Heights, Gibbons Ward" in the City of Savannah (PIN 2-0047-02-004). Said lot being west of a lot designated as "West 25 feet of Lot 38 Subdivided Lot 34, Gibbons Ward".

This being the same property conveyed to Mayor and Aldermen of the City of Savannah by Quitclaim Deed dated April 9, 2010 and recorded in Deed Book 362-B at Page 490 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL EIGHTEEN: TM# 2-0047-02-003

All that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, Chatham County, Georgia, and known on the map or plan of said City as the Western Twenty-five (25) feet of Lot Thirty-eight (38) Gibbons Ward, said part of being bounded, North by Lot Forty-two (42) said ward, East by the remaining five (5) feet of said Lot Thirty-eight (38), South by Barber Avenue and West by Lot Thirty-nine (39) of said ward, said parcel being a part of Springfield Plantation Lot Thirty-four (34).

This being the same property conveyed to Mayor and Aldermen of the City of Savannah by Warranty Deed dated October 22, 2008 and recorded in Deed Book 345-V at Page 117 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL NINETEEN: TM# 2-0047-02-002

ALL those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, Chatham County, Georgia, and known and designated upon a map or plan of said City as Lot Thirty-seven (37) and the Eastern 5 feet of Lot Thirty-eight (38), Gibbons Ward. Said lot and portion of lot being contiguous and, as one tract, lying on the Northwestern corner of Barber Avenue and Seaboard Avenue and having an aggregate frontage of 27 feet on the Northerly side of Barber Avenue and a rectangular depth Northwardly of 90 feet. PIN 2-0047-02-002.

This being the same property conveyed to Mayor and Aldermen of the City of Savannah by Order referenced in Civil Action No. CV11-1385-BR and recorded in Deed Book 372-T at Page 478 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TWENTY: TM# 2-0047-06-003

ALL those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, Chatham County, Georgia, and being known upon the map or plan of said City as Lots No. 23 and 24, Sub. Lot No. 34, Gibbons Ward, having a frontage of 60 feet on Reinhard Street and a rectangular depth Northwardly of 90 feet and being bounded as follows: North by Lot No. 31 and 32, Sub. Lot 34; East by Lot No. 22, Sub. Lot No. 34; South by Reinhard Street and West by Lot No. 35, Gibbons Ward.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah by Administratrix's Deed dated December 16, 2009 and recorded in Deed Book 357-P at Page 166, and by Warranty Deed dated December 16, 2009 and recorded in Deed Book 357-P at Page 168, both recorded in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TWENTY-ONE: TM# 2-0047-06-002

All that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, known and designated on the map or plan of said City as A PORTION OF LOT NUMBER TWENTY-ONE (21) and ALL OF LOT TWENTY-TWO (22) of a subdivision of Lot Number Thirty-four (34), Gibbons Ward, Springfield Plantation. Said premises being more particularly described on a survey by Keaton Land Surveying, Inc., dated January 3, 1990 and recorded in Plat Record Book 11-P, Page 245 in the Office of the Clerk of the Superior Court of Chatham County. Together with improvements thereon known as 21 Reinhard Avenue. and being further identified as Property Identification No. 2-0047-06-002 according to the present numbering system of the Tax Assessor of Chatham County, Georgia.

This being the same property conveyed to Mayor and Aldermen of the City of Savannah by Warranty Deed dated April 7, 2008 and recorded in Deed Book 339-O at Page 643 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TWENTY-TWO: TM# 2-0047-08-004

All that certain lots or parcels of land situate, lying and being in the City of Savannah, County of Chatham and State of Georgia and known on the map of said City as Lot Number Eight (8) and the Western one-half of Lot Number Seven (7), Gibbons Ward, in the subdivision of original lot Number Thirty-four (34), Springfield Plantation; said Lot Number Eight (8) and the Western one-half of Lot Number Seven (7) lying contiguous and as a whole having a Southern frontage of Forty-five (45) feet on Feeley Avenue West of Seaboard Avenue and a rectangular depth of Ninety (90) feet Northwardly, and as a whole bounded on the North by Lots Number Fifteen (15) and Sixteen (16) said Subdivision and Ward; on the East by the Eastern one-half of said Lot Number Seven (7), on the South by Feeley Avenue; and on the West by original Lot Number Thirty-five (35), Springfield Plantation, and being the same property conveyed to Ruby Haynes, formerly Ruby B. Foughner, by deed dated October 3, 1967 and recorded in Book of Deeds 92 R's, Folio 388, P.I.N. 2-0047-08-004.

This being a portion of the property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated October 19, 2007 and recorded in Deed Book 333-F at Page 712 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TWENTY-THREE: TM# 2-0047-08-003

ALL that certain lot or parcel of land situate, lying and being in the City of Savannah, Chatham County, Georgia, and known on the map or plan of said City as Lot Number Six (6) and the Eastern one-half of Lot Number Seven (7), Gibbons Ward, Springfield Plantation. Said lot and portion of lot lying contiguous and as a whole having a southern frontage of 45 feet on Feeley Avenue West of Seaboard Avenue, and a depth of 95 feet, more or less, northwardly, and being bounded as follows: On the North by Lot Number Fourteen (14) and Fifteen (15); on the East by Lot Number Five (5); on the South by Feeley Avenue, and on the West by the Western one-half of said Lot Number Seven (7), all in said Ward and Subdivision. P.I.N. 2-0047-08-003

This being a portion of the property conveyed to The Mayor and Aldermen of the City of Savannah by Warranty Deed dated October 19, 2007 and recorded in Deed Book 333-F at Page 712 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TWENTY-FOUR: TM# 2-0047-08-002

A right-of-way in the City of Savannah, Chatham County, Georgia for the widening and paving of Shafer Road, specifically Lots Five (5) and Thirteen (13) of a subdivision of Lot 34, Gibbons Ward, Springfield Plantation, as shown on the plat by Keaton Land Surveying, Inc., dated January 3, 1990 and recorded in Plat Record 11P Page 145, to all of which express reference is made.

This being the same property conveyed to The Mayor and Aldermen of the City of Savannah by those three conveyances dated February 20, 1991 and recorded in Deed Book 148-V at Page 92, Deed Book 148-V at

Page 93, and Deed Book 148-V at Page 94 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

RIGHT OF WAYS (TRAVIS AVE., STEPHENS AVE. AND A PORTION OF FEELEY AVE. (A/K/A FEELEY STREET))

That certain right of way lying and being in the City of Savannah, Chatham County, Georgia and known and designated as "Travis Avenue." Said right of way being bounded as follows: On the North by the Savannah-Ogeechee Canal; on the West by all those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia and known as Lots 346 through 360, Springfield Park, Gibbons Ward; on the South by the right of way known as Feeley Ave. (a/k/a Feeley Street); and on the East by all those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia and known as Lots 331 through 345, Springfield Park, Gibbons Ward.

And also,

That certain right of way lying and being in the City of Savannah, Chatham County, Georgia and known and designated as "Stephens Avenue." Said right of way being bounded as follows: On the North by the Savannah-Ogeechee Canal; on the West by all those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia and known as Lots 316 through 330, Springfield Park, Gibbons Ward; on the South by the right of way known as Feeley Ave. (a/k/a Feeley Street); and on the East by all those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia and known as Lots 301 through 315, Springfield Park, Gibbons Ward.

And also,

Being a portion of that certain right of way lying and being in the City of Savannah, Chatham County, Georgia known and designated as "Feeley Avenue" (a/k/a "Feeley Street"), being more particularly described as follows:

BEGIN AT the south-west corner of that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being shown and described as Lot 1, SEABOARD WARD, on a plat of Seaboard Ward showing a subdivision of all or parts of Lots Numbered Ninety-One (91) and Ninety-Two (92), Garden Lots West, which plat of subdivision was made for Seaboard Corporation on or about November 2, 1915, by Percy Sugden, C.F. and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Map Book 1, Folio 61, which plat is incorporated herein by this reference for a more particular description of said lots by metes and bounds;

THEN RUN in an eastern direction to the south-east corner of that certain lot or parcel of land lying and being in the City of Savannah, Chatham County, Georgia, and known as Lot Five (5) of a subdivision of Lot 34, Gibbons Ward, Springfield Plantation, as shown on the plat by Keaton Land Surveying, Inc., dated January 3, 1990 and recorded in Plat Record 11P Page 145, to all of which express reference is made, along the southern boundary lines of the following lots, tracts or parcels of land: (i) that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being shown and described as Lot 1, SEABOARD WARD, on a plat of Seaboard Ward showing a subdivision of all or parts of Lots Numbered Ninety-One (91) and Ninety-Two (92), Garden Lots West, which plat of subdivision was made for Seaboard Corporation on or about November 2, 1915, by Percy Sugden, C.F. and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Map Book 1, Folio 61, which plat is incorporated herein by this reference for a more particular description of said lots by metes and bounds, and (ii) certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and known as Lot 360, Springfield Park, Gibbons Ward, and (iii) that certain right of way lying and being in the City of Savannah, Chatham County, Georgia and known and designated as "Travis Avenue," and (iv) that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and known as Lots 331 and 330, Springfield Park, Gibbons Ward, and (v) by that certain right of way lying and being in the City of Savannah, Chatham County, Georgia and known and designated as "Stephens Avenue," and (vi) that certain lot, tract or parcel of land situate, lying and being in Chatham

County, Georgia and known as Lot 301, Springfield Park, Gibbons Ward, and (vii) all those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being known and designated on a map or plan of said city of LOTS THIRTY-SEVEN (37) AND THE EASTERN ONE-HALF OF LOT THIRTY-EIGHT (38), GIBBONS WARD, being formerly known as Springfield Plantation, and (viii) all those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being known and designated on a map or plan of said city of LOTS THIRTY-FIVE (35) AND THIRTY-SIX (36), GIBBONS WARD, being formerly known as Springfield Plantation, and (ix) all that certain lots or parcels of land situate, lying and being in the City of Savannah, County of Chatham and State of Georgia and known on the map of said City as Lot Number Eight (8) and the Western one-half of Lot Number Seven (7), Gibbons Ward, in the subdivision of original lot Number Thirty-four (34), Springfield Plantation, and (x) all that certain lot or parcel of land situate, lying and being in the City of Savannah, Chatham County, Georgia, and known on the map or plan of said City as Lot Number Six (6) and the Eastern one-half of Lot Number Seven (7), Gibbons Ward, Springfield Plantation, and (xi) all that certain lot or parcel of land lying and being in the City of Savannah, Chatham County, Georgia, and known as Lot Five (5) of a subdivision of Lot 34, Gibbons Ward, Springfield Plantation, as shown on the plat by Keaton Land Surveying, Inc., dated January 3, 1990 and recorded in Plat Record 11P Page 145, to all of which express reference is made;

THEN RUN S 00° 00' 00" W from the south-east corner of that certain lot or parcel of land lying and being in the City of Savannah, Chatham County, Georgia, and known as Lot Five (5) of a subdivision of Lot 34, Gibbons Ward, Springfield Plantation, to the northern boundary of the lands of CSX TRANSPORTATION INC, bearing PIN No. 2-0047-11-001, said lands currently used as a railroad by CSX TRANSPORTATION INC;

THEN RUN in a western direction to the south-east corner of that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being shown and described as HEYWARD AVENUE, SEABOARD WARD, on a plat of Seaboard Ward showing a subdivision of all or parts of Lots Numbered Ninety-One (91) and Ninety-Two (92), Garden Lots West, which plat of subdivision was made for Seaboard Corporation on or about November 2, 1915, by Percy Sugden, C.F., and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Map Book 1, Folio 61, which plat is incorporated herein by this reference for a more particular description of said lots by metes and bounds, along the northern boundary lines of the lands of CSX TRANSPORTATION INC, consisting of lots or parcels of land bearing PIN Nos. 2-0598-02-011, 2-0048-04-009 and 2-0047-11-001, said lands currently used as a railroad by CSX TRANSPORTATION INC;

THEN RUN from the south-east corner of that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being shown and described as HEYWARD AVENUE, SEABOARD WARD, on a plat of Seaboard Ward showing a subdivision of all or parts of Lots Numbered Ninety-One (91) and Ninety-Two (92), Garden Lots West, which plat of subdivision was made for Seaboard Corporation on or about November 2, 1915, by Percy Sugden, C.F., and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Map Book 1, Folio 61, which plat is incorporated herein by this reference for a more particular description of said lots by metes and bounds, in a northern direction along the eastern boundary of said HEYWARD AVENUE, SEABOARD WARD to the south-west corner of that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, and State of Georgia, and being shown and described as Lot 1, SEABOARD WARD, on a plat of Seaboard Ward showing a subdivision of all or parts of Lots Numbered Ninety-One (91) and Ninety-Two (92), Garden Lots West, which plat of subdivision was made for Seaboard Corporation on or about November 2, 1915, by Percy Sugden, C.F. and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Map Book 1, Folio 61, which plat is incorporated herein by this reference for a more particular description of said lots by metes and bounds, this being the **POINT OF BEGINNING**.

Title has not been examined and is not certified to as the City Property described on Exhibit A.

**EXHIBIT B
TO
DEED OF EXCHANGE**

Legal Description of Row Pine Property

All those certain lots, tracts, or parcel of land situate, lying and being known as LOTS 5, 6, 10, 11 and 12, HIGHLANDS BUSINESS PARK, PHASE 1, as more particularly described on that certain subdivision map and/or plat entitled, "HIGHLANDS BUSINESS PARK, PHASE 1, 8TH G.M.D., CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA" prepared for North Godley Highland's LLC by Thomas & Hutton Engineering Co., recorded in Book 39-S, Pages 56 A, B, and C recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Reference is hereby made to said plat for a more complete description thereof.

PIN Nos.: 2-1016-02-087; 2-1016-02-088; 2-1016-02-091; 2-1016-02-092 and 2-1016-02-093

SUBJECT, HOWEVER, to all valid restrictions, easements, and rights-of-way of record.

And also,

All those certain lots, tracts, or parcel of land situate, lying and being known as LOTS 9, 13, 35, 36, 37, 38, 39, 41, 42 and 43, HIGHLANDS BUSINESS PARK, PHASE 2, as more particularly described on that certain subdivision map and/or plat entitled, "HIGHLANDS BUSINESS PARK, PHASE 2, 8TH G.M.D., CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA" prepared for North Godley Highland's LLC by Thomas & Hutton Engineering Co., recorded in Book 39-S, Pages 73 A, B, and C recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Reference is hereby made to said plat for a more complete description thereof.

PIN Nos.: 2-1016-02-111; 2-1016-02-107; 2-1016-02-117; 2-1016-02-116; 2-1016-02-115; 2-1016-02-114; 2-1016-02-113; 2-1016-02-110; 2-1016-02-108 and 2-1016-02-109

SUBJECT, HOWEVER, to all valid restrictions, easements, and rights-of-way of record.

EXHIBIT "F"
Limited Warranty Deed to 541 E Broughton



Doc ID: 032371910005 Type: WD
Recorded: 06/09/2020 at 02:49:27 PM
Fee Amt: \$2,525.00 Page 1 of 5
Transfer Tax: \$2,500.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

BK 1953 PG 168-172

After Recording Return To:
McCorkle, Johnson & McCoy, LLP
319 Tattnall Street
Savannah, Georgia 31401
Attn: Robert L. McCorkle, III, Esq.

STATE OF GEORGIA

COUNTY OF CHATHAM

LIMITED WARRANTY DEED

THIS INDENTURE is made and entered into this 8th day of June, 2020, between ROW PINE DEVELOPMENT, LLC, a Georgia limited liability company, as "Grantor(s)", and 541 E BROUGHTON ST LLC a Georgia limited liability company, as "Grantee(s)",

WITNESSETH:

That the said Grantor for and in consideration of the sum of Ten (\$10.00) Dollars 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 or convey unto the Grantee(s) all that tract or parcel of land located in Chatham County, Georgia, which is more fully described in the attached Exhibit "A", incorporated herein by reference.

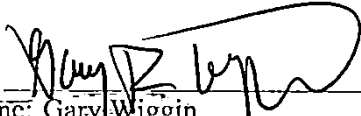
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee(s) forever in FEE SIMPLE.

AND THE SAID Grantor, for its successors and assigns, will warrant and forever defend the right and title to the above-described property, unto the said Grantee(s) against the claims of all persons owning, holding or claiming by, through or under the Grantor.

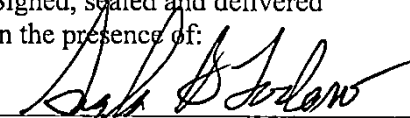
IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its duly authorized official on the day and year first above written.

ROW PINE DEVELOPMENT, LLC,
a Georgia limited liability company

By: GW Investments, LLC,
a Georgia limited liability company
Its: Authorized Member

By: 
Name: Gary Wiggin
Its: Member/Manager

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

Notary Public Date of Expiration: _____

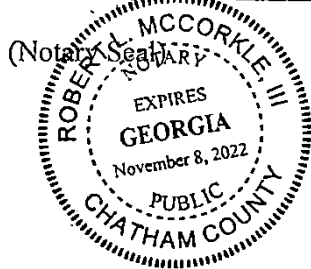


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE: TM# 2-0005-20-001

All that certain lot, tract or parcel of land, lying and being in the City of Savannah, Chatham County, Georgia, and known upon a map or plan to said City of Savannah as the Eastern part of portion of Lot 4, Magazine Ward, said lot having a frontage of sixty (60) feet, more or less, on the west side of Arnold Street with a rectangular depth westwardly along Broughton Street of 48.4 feet, more or less, and being bounded on the North by Broughton Street, on the East by Arnold Street, on the South by a portion of Lot 5, said Magazine Ward, the property of Westside Urban Health Center, Inc. and on the West by the remaining portion of said Lot 4, Magazine Ward, the property of the said Westside Urban Health Center, Inc. With improvements thereon, being known under the present system of numbering houses in the City of Savannah as 645 East Broughton Street, PIN No. 2-0005-20-001.

This being a portion of the same property conveyed by The Mayor and Aldermen of the City of Savannah to Row Pine Development, LLC, by and through that certain Deed of Exchange dated December 20, 2019 and recorded on December 23, 2019 in Deed Book 1805 at Pages 290 through 304 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL TWO: TM# 2-0005-20-002

All that tract or parcel of land lying and being in the City of Savannah, County of Chatham, State of Georgia, and being in the west part of Lot 4 and all of Lots 5 and 6, Magazine Ward, beginning at the intersection of the southern right-of-way of Broughton Street (65 foot right-of-way) with the eastern right-of-way of Barr Street (60' right-of-way), formerly known as Reynolds Street, said point being hereinafter referred to as the Point of Beginning; proceeding thence South 75 degrees 02' 16" East along said right-of-way of Broughton Street a distance of 82.79 feet to a point; proceeding thence South 15 degrees 34' 57" West a distance of 61.88 feet to a point; proceeding thence South 74 degrees 48' 00" East a distance of 48.40 feet to a point on the western right-of-way of Arnold Street (40' right-of-way); proceeding thence South 15 degrees 34' 57" West along said right-of-way of Arnold Street a distance of 120.75 feet to a point; proceeding thence North 74 degrees 48' 00" West a distance of 131.18 feet to a concrete monument; proceeding thence North 15 degrees 34' 57" East a distance of 182.29 feet to a concrete monument, said concrete monument also being the Point of Beginning.

This being a portion of the same property conveyed by The Mayor and Aldermen of the City of Savannah to Row Pine Development, LLC, by and through that certain Deed of Exchange dated December 20, 2019 and recorded on December 23, 2019 in Deed Book 1805 at Pages 290 through 304 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record, and to any unrecorded contracts, agreements, easements and licenses, if any, for temporary parking as previously disclosed by Grantor to Grantee.

PARCEL THREE: TM# 2-0005-20-003

ALL that certain lot, tract or parcel of land situate, lying and being in Magazine Ward in the City of Savannah, Chatham County, Georgia, on the West side of Arnold Street North of President Street having a frontage on Arnold Street of forty-four (44) feet and a depth of sixty (60) feet, and bounded on the North by Lot Number Six (6), in Magazine Ward, East by Arnold Street, South by an alley known as Crawford Alley, on a plat recorded in Book 7-S, Page 52, in the Clerk's Office of the Superior Court of Chatham County, Georgia, and West by other portions of that certain unnumbered lot being sometimes designated as Lot Seven (7), Magazine Ward, and sometimes as Lot D, Magazine Ward, together with all rights and claims in and to said area on said plat as said Crawford Alley.

This being a portion of the same property conveyed by The Mayor and Aldermen of the City of Savannah to Row Pine Development, LLC, by and through that certain Deed of Exchange dated December 20, 2019 and recorded on December 23, 2019 in Deed Book 1805 at Pages 290 through 304 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL FOUR: TM# 2-0005-20-005

All that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham and State of Georgia, known upon the map in the plan of the City as THE SOUTHWEST PART OF LOT D, A SUBDIVISION OF LOT 7, MAGAZINE WARD. Said portion of said Lot having a Western frontage of Twenty-two (22') feet on Reynolds Street also known as Barr Street between Broughton and President Streets, with a rectangular depth of 65.60 feet more or less, Eastwardly. Said portion of said lot being bounded as follows: on the North by the Northern Twenty-two (22') feet of said Lot; on the East by property of the City of Savannah; on the South by property of the Grantor and on the West by said Reynolds Street also known as Barr Street. Said property being identified as Property Identification Number: 2-0005-20-005.

This being a portion of the same property conveyed by The Mayor and Aldermen of the City of Savannah to Row Pine Development, LLC, by and through that certain Deed of Exchange dated December 20, 2019 and recorded on December 23, 2019 in Deed Book 1805 at Pages 290 through 304 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

PARCEL FIVE: TM# 2-0005-20-006

All that certain lot, tract or parcel of land, lying, situate and being in the City of Savannah, Chatham County, Georgia, and known and designated on the map or plat of said City as the northwestern portion of Lot Number Seven (7), Magazine Ward, (sometimes known as Lot D or 7D). Said portion of said lot fronting 22 feet on Reynolds Street (now Barr Street) with a rectangular depth eastwardly of 60 feet, more or less, and as a whole being bounded on the North by Lot 6, said Ward, on the East by the eastern part of said Lot 7, now the property of The Mayor

and Aldermen of the City of Savannah, on the South by the southern portion of said Lot 7 (Lot D) and on the West by Reynolds Street (now Barr Street).

This being a portion of the same property conveyed by The Mayor and Aldermen of the City of Savannah to Row Pine Development, LLC, by and through that certain Deed of Exchange dated December 20, 2019 and recorded on December 23, 2019 in Deed Book 1805 at Pages 290 through 304 in the Clerk's Office of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, to all valid restrictions, easements and rights of way of record.

EXHIBIT "G"
Limited Warranty Deed to ODC

Type: WD
Kind: WARRANTY DEED
Recorded: 2/7/2022 8:01:00 AM
Fee Amt: \$4,025.00 Page 1 of 6
Transfer Tax: \$4,000.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 1983094574,
7067927936

BK 2701 PG 500 - 505

-----[SPACE ABOVE RESERVED FOR CLERK'S USE]-----

AFTER RECORDING, PLEASE RETURN TO:

First American Title Insurance Company
121 South 8th Street
Suite 1250
Minneapolis, MN 55402

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is executed and delivered as of the 4th day of February, 2022, by **541 E Broughton St LLC**, a Georgia limited liability company ("Grantor") to **ODC COF SAVANNAH, L.L.C.**, a Delaware limited liability company, whose address is c/o Opus Development Company, L.L.C., 10350 Bren Road West, Minnetonka, Minnesota 55343 ("Grantee").

KNOW ALL PERSONS BY THESE PRESENTS:

That in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell, alien, convey, transfer and confirm unto Grantee, its successors and assigns, that certain real estate situated in Chatham County, Georgia and more particularly described as follows (the "Property"):

[See attached Exhibit A]

TOGETHER WITH all right, title and interest of Grantor, if any, in and to all appurtenances thereto belonging or in anywise appertaining, all buildings and other improvements located thereon, and to all roads, alleys and ways bounding the Property.

This conveyance is made subject to those matters listed on Exhibit B attached hereto (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, forever. Grantor does further for itself, and its successors and assigns, warrant, represent and covenant with Grantee, its successors and assigns, that Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor and not otherwise, subject to the Permitted Encumbrances

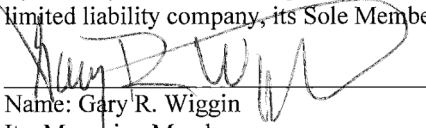
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed on the date first above written.

GRANTOR:

541 E Broughton St LLC, a Georgia limited liability company

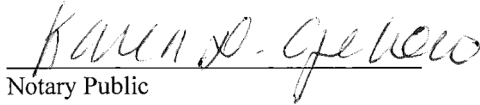
By: Liberty St Land Holdings LLC, a Georgia limited liability company, its Sole Member


Name: Gary R. Wiggin
Its: Managing Member

Signed, sealed and delivered
in the presence of:



Unofficial Witness


Notary Public

My commission expires: _____

(NOTARIAL SEAL)

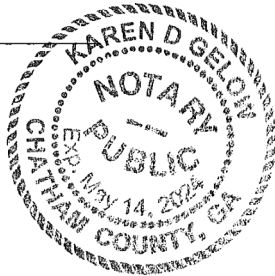


Exhibit A

Property

PARCEL ONE:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, LYING AND BEING IN THE CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, AND KNOWN UPON A MAP OR PLAN TO SAID CITY OF SAVANNAH AS THE EASTERN PART OF PORTION OF LOT 4, MAGAZINE WARD, SAID LOT HAVING A FRONTAGE OF SIXTY (60) FEET, MORE OR LESS, ON THE WEST SIDE OF ARNOLD STREET WITH A RECTANGULAR DEPTH WESTWARDLY ALONG BROUGHTON STREET OF 48.4 FEET, MORE OR LESS, AND BEING BOUNDED ON THE NORTH BY BROUGHTON STREET, ON THE EAST BY ARNOLD STREET, ON THE SOUTH BY A PORTION OF LOT 5, SAID MAGAZINE WARD, THE PROPERTY OF WESTSIDE URBAN HEALTH CENTER, INC. AND ON THE WEST BY THE REMAINING PORTION OF SAID LOT 4, MAGAZINE WARD, THE PROPERTY OF THE SAID WESTSIDE URBAN HEALTH CENTER, INC. WITH IMPROVEMENTS THEREON, BEING KNOWN UNDER THE PRESENT SYSTEM OF NUMBERING HOUSES IN THE CITY OF SAVANNAH AS 645 EAST BROUGHTON STREET, PIN NO. 2- 0005-20-001.

PARCEL TWO:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF SAVANNAH, COUNTY OF CHATHAM, STATE OF GEORGIA, AND BEING IN THE WEST PART OF LOT 4 AND ALL OF LOTS 5 AND 6, MAGAZINE WARD, BEGINNING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF BROUGHTON STREET (65 FOOT RIGHT-OF-WAY) WITH THE EASTERN RIGHT-OF-WAY OF BARR STREET (60 FOOT RIGHT-OF-WAY), FORMERLY KNOWN AS REYNOLDS STREET, SAID POINT BEING HEREINAFTER REFERRED TO AS THE POINT OF BEGINNING; PROCEEDING THENCE SOUTH 75 DEGREES 02 MINUTES 16 SECONDS EAST ALONG SAID RIGHT-OF-WAY OF BROUGHTON STREET A DISTANCE OF 82.79 FEET TO A POINT; PROCEEDING THENCE SOUTH 15 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 61.88 FEET TO A POINT; PROCEEDING THENCE SOUTH 74 DEGREES 48 MINUTES 00 SECONDS EAST A DISTANCE OF 48.40 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF ARNOLD STREET (40 FOOT RIGHT-OF-WAY); PROCEEDING THENCE SOUTH 15 DEGREES 34 MINUTES 57 SECONDS WEST ALONG SAID RIGHT-OF-WAY OF ARNOLD STREET A DISTANCE OF 120.75 FEET TO A POINT; PROCEEDING THENCE NORTH 74 DEGREES 48 MINUTES 00 SECONDS WEST A DISTANCE OF 131.18 FEET TO A CONCRETE MONUMENT; PROCEEDING THENCE NORTH 15 DEGREES 34 MINUTES 57 SECONDS EAST A DISTANCE OF 182.29 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING.

PARCEL THREE:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN MAGAZINE WARD IN THE CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, ON THE WEST SIDE OF ARNOLD STREET NORTH OF PRESIDENT STREET HAVING A FRONTAGE ON ARNOLD STREET OF FORTYFOUR (44) FEET AND A DEPTH OF SIXTY (60) FEET, AND BOUNDED ON THE NORTH BY LOT NUMBER SIX (6), IN MAGAZINE WARD, EAST BY ARNOLD STREET, SOUTH BY AN ALLEY KNOWN AS CRAWFORD ALLEY, ON A PLAT RECORDED IN BOOK 7-S, PAGE 52, IN THE CLERK'S OFFICE OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, AND WEST BY OTHER PORTIONS OF THAT CERTAIN

UNNUMBERED LOT BEING SOMETIMES DESIGNATED AS LOT SEVEN (7), MAGAZINE WARD, AND SOMETIMES AS LOT D, MAGAZINE WARD, TOGETHER WITH ALL RIGHTS AND CLAIMS IN AND TO SAID AREA ON SAID PLAT AS SAID CRAWFORD ALLEY.

PARCEL FOUR:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF SAVANNAH, COUNTY OF CHATHAM AND STATE OF GEORGIA, KNOWN UPON THE MAP IN THE PLAN OF THE CITY AS THE SOUTHWEST PART OF LOT D, A SUBDIVISION OF LOT 7, MAGAZINE WARD. SAID PORTION OF SAID LOT HAVING A WESTERN FRONTAGE OF TWENTY-TWO (22') FEET ON REYNOLDS STREET ALSO KNOWN AS BARR STREET BETWEEN BROUGHTON AND PRESIDENT STREETS, WITH A RECTANGULAR DEPTH OF 65.60 FEET MORE OR LESS, EASTWARDLY. SAID PORTION OF SAID LOT BEING BOUNDED AS FOLLOWS: ON THE NORTH BY THE NORTHERN TWENTY-TWO (22') FEET OF SAID LOT; ON THE EAST BY PROPERTY OF THE CITY OF SAVANNAH; ON THE SOUTH BY PROPERTY OF THE GRANTEE AND ON THE WEST BY SAID REYNOLDS STREET ALSO KNOWN AS BARR STREET.

PARCEL FIVE

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, LYING, SITUATE AND BEING IN THE CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, AND KNOWN AND DESIGNATED ON THE MAP OR PLAT OF SAID CITY AS THE NORTHWESTERN PORTION OF LOT NUMBER SEVEN (7), MAGAZINE WARD, (SOMETIMES KNOWN AS LOT D OR 7D). SAID PORTION OF SAID LOT FRONTING 22 FEET ON REYNOLDS STREET (NOW BARR STREET) WITH A RECTANGULAR DEPTH EASTWARDLY OF 60 FEET, MORE OR LESS, AND AS A WHOLE BEING BOUNDED ON THE NORTH BY LOT 6, SAID WARD, ON THE EAST BY THE EASTERN PART OF SAID LOT 7, NOW THE PROPERTY OF THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, ON THE SOUTH BY THE SOUTHERN PORTION OF SAID LOT 7 (LOT D) AND ON THE WEST BY REYNOLDS STREET (NOW BARR STREET).

Exhibit B

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.
2. Any minerals or mineral rights leased, granted or retained by prior owners.
3. Any matter that would be shown by an accurate survey of the land.