

**EXHIBIT D**

**FOR ALL TRACTS SEE PLAT AND TITLE COMMITMENT**

**CROOKED RIVER COMMERCIAL PARK (Tracts 1-4)**

No disclosures other than what appears on Plat and in Title Commitment.

**BUYER SIGNATURE (Tract \_\_):** \_\_\_\_\_

**KINGS BAY CENTER (Tracts 5-16)**

**Tract 5** – has a separate survey and legal description. SELLER shall grant, prior to closing, an easement to the City of St. Marys for a traffic signal near the Point of Beginning of the survey (near the intersection of Winding Road and Colerain to St. Marys Road). The plat and survey will be revised to reflect same.

**BUYER SIGNATURE (Tract 5):** \_\_\_\_\_

**Tract 6** - Seller may grant an easement prior to closing of this transaction to the City of St. Marys for a traffic signal near the intersection of Winding Road and Colerain to St. Marys Road. The plat and survey will be revised to reflect same.

**BUYER SIGNATURE (Tract 6):** \_\_\_\_\_

**Tracts 7-10** - No disclosures other than what appears on Plat and in Title Commitment.

**BUYER SIGNATURE (Tract \_\_):** \_\_\_\_\_

**Tracts 11, 12, 13 and 14** - Seller or its predecessors in title believe they granted, to the City of St. Marys, a 20 foot wide utility easement in 1985 across the Property as depicted on the Plat but such does not appear of record. Seller will either grant such an easement prior to closing or the easement will be dedicated by virtue of the recording of the Plat, as depicted on same.

**BUYER SIGNATURE (Tract \_\_):** \_\_\_\_\_

**Tracts 15-16** - No disclosures other than what appears on Plat and in Title Commitment.

**BUYER SIGNATURE (Tract \_\_):** \_\_\_\_\_

**CAMDEN WOODS SUBDIVISION (TRACTS 17-27)**

**Tract 17** - SELLER sold a portion of the Property in November 1984 to Real Estate Development I, an unaffiliated entity, and recovered the Property in September 1987 in foreclosure. SELLER makes no representation as to use of the Property during the period 11/84 to 9/87.

**BUYER SIGNATURE (Tract 17):** \_\_\_\_\_

**Tract 18**

1. SELLER shall grant, prior to closing, a 20 foot wide slope easement to the City of Kingsland by virtue of the recording of the Plat, as depicted on same.

2. SELLER sold a portion of the Property in November 1984 to Real Estate Development I, an unaffiliated entity, and recovered the Property in September 1987 in foreclosure. SELLER makes no representation as to use of the Property during the period 11/84 to 9/87.

**BUYER SIGNATURE (Tract 18):** \_\_\_\_\_

**Tract 19** - SELLER shall grant, prior to closing, a 20 foot wide slope easement to the City of Kingsland by virtue of the recording of the Plat, as depicted on same.

**BUYER SIGNATURE (Tract 19):** \_\_\_\_\_

**Tract 20**

1. An 80-foot non-exclusive shared access easement exists north of the northern boundary of the Property. SELLER will assign its interest in the easement to BUYER at Closing.

2. SELLER shall grant, prior to closing, a 20 foot wide slope easement to the City of Kingsland by virtue of the recording of the Plat, as depicted on same.

**BUYER SIGNATURE (Tract 20):** \_\_\_\_\_

**Tract 21**

1. SELLER had previously dedicated to the City of Kingsland land for Camden Woods Parkway, as depicted on the Plat. The land has not been improved with a road and a woods road runs through the property to be purchased by BUYER. Until completion of Camden Woods Parkway, the buyers of Tracts 21, 22, 23, 24, 25, 26 and 27 and the Camden County Board of Education and, for purposes of access for constructing Camden Woods Parkway, the City of Kingsland, shall be permitted access across the woods road located on Tracts 25, 26 and 27 as depicted on the Plat. By virtue of the recording of the Plat, in accordance with Item 10 on said Plat, Seller will dedicate to the City of St. Marys

an additional 10 feet on either side of the existing dedication of Camden Woods Parkway and such will affect Tracts 21-27.

**BUYER SIGNATURE (Tract 21):** \_\_\_\_\_

**Tract 22**

1. A 100-foot drainage easement exists east of, and on the easterly boundary of, the Property. Where the drainage easement abuts an owner other than SELLER, the easement is believed to be 50 feet on either side of the centerline of the 100-foot drainage easement, the centerline being the boundary of the Property, to the best of SELLER's knowledge, however, SELLER makes no representation or warranty as to such measurement. The Property will be conveyed subject to such easement.

2. SELLER had previously dedicated to the City of Kingsland land for Camden Woods Parkway, as depicted on the Plat. The land has not been improved with a road and a woods road runs through the property to be purchased by BUYER. Until completion of Camden Woods Parkway, the buyers of Tracts 21, 22, 23, 24, 25, 26 and 27 and the Camden County Board of Education and, for purposes of access for constructing Camden Woods Parkway, the City of Kingsland, shall be permitted access across the woods road located on Tracts 25, 26 and 27 as depicted on the Plat. By virtue of the recording of the Plat, in accordance with Item 10 on said Plat, Seller will dedicate to the City of St. Marys an additional 10 feet on either side of the existing dedication of Camden Woods Parkway and such will affect Tracts 21-27.

**BUYER SIGNATURE (Tract 22):** \_\_\_\_\_

**Tract 23**

1. A "Shooting Range Site" was previously on a portion of the Property.
  - a. SELLER entered into a contract with Tetra Tech NUS, Inc. for assessment and ultimately clean up and lead remediation of the Shooting Range Site.
  - b. SELLER believes that remediation activities have been completed. The results of such activities are described in the following listed reports (the "Reports"): Site Assessment and Remediation Summary Letter Report prepared by Tetra Tech NUS, Inc. dated April 19, 2006 and the Supplemental Site Assessment Letter Report prepared by Tetra Tech NUS, Inc. dated August 2, 2006.
  - c. The Reports were submitted to the Georgia Environmental Protection Division ("Georgia EPD") along with a request that a "no further action" letter be issued, Georgia EPD has issued a letter dated October 23, 2006 indicating that it has no reason to believe that a release exceeding a reportable quantity has occurred at the Shooting Range Site, and confirming that the Shooting Range Site will not be listed on the Georgia Hazardous Site Inventory. No monitoring or additional remediation activities have been required

by the Georgia EPD as of the date of the execution of this Purchase and Sale Agreement by SELLER.

d. The Reports and the GA EPD letter and attachments have been made available by SELLER to BUYER without representation or warranty as to the accuracy or any other aspect contained in such documents, including but not limited to any information provided by any third party, and as an accommodation only. BUYER hereby acknowledges, covenants and agrees that the above documents have been provided to BUYER without representation or warranty of any kind whatsoever, either express or implied, and BUYER is without any recourse against SELLER, Listing Company, their affiliated or related companies or their employees, officers, directors, representatives or agents with respect to the accuracy of any information or statements contained therein. BUYER further acknowledges that it will not rely upon the Reports and will make its own independent investigation or inquiry as to the accuracy of the information or statements contained in the Reports. BUYER hereby absolutely, unconditionally, expressly and knowingly waives any and all claims, rights and causes of action BUYER may have against SELLER, Listing Company or their affiliated or related companies and their respective employees, officers, directors, representatives or agents and hereby releases SELLER, Listing Company, their affiliated or related companies and their respective employees, officers, directors, representatives and agents from any and all liability relating to, or arising in connection with, directly or indirectly, the provision of the Reports or the GA EPD letter and attachments by SELLER and the information or statements contained therein. Further, BUYER unconditionally and absolutely covenants not to bring any action against SELLER, its related or affiliated companies, Listing Company, Tetra Tech NUS, Inc. or their respective employees, officers, directors, representatives or agents for any claim whatsoever relating to or involving the Reports, the GA EPD letter and attachments, or the information therein. The provisions of this Paragraph shall survive any Closing or termination of this Agreement.

e. The Reports provided to BUYER hereunder shall be maintained by BUYER in strict and complete confidence. BUYER shall not publish, disclose, transfer, release or divulge, either directly or indirectly, any such Reports or the information contained therein to any third party or use any such information for any purpose other than the potential purchase of the Property hereunder, without the prior written permission of SELLER, provided, however, BUYER may disclose such information to BUYER's attorneys, consultants, agents and applicable governmental authorities. The Reports are to be returned in their entirety, including any copies, to SELLER upon any termination of this Agreement. In the event BUYER has incorporated any of the material in the Reports into its own analysis, those Reports shall be destroyed and BUYER shall certify such destruction to SELLER in writing. In the event of breach by BUYER of the confidentiality

provision herein, SELLER shall be entitled to any and all remedies available to it in law or equity. The terms of this confidentiality requirement shall terminate upon the Closing of this transaction.

f. BUYER acknowledges that they have been provided with the above reports, including the October 23, 2006 Georgia EPD letter and attachments, and that they have had sufficient time to review the reports and BUYER has satisfied itself as to the status of the Property and accepts the Property in the condition in which it presently exists.

2. SELLER shall grant prior to closing a 60 foot wide drainage easement to the City of Kingsland by virtue of the recording of the Plat, as depicted on same.

3. A 100-foot drainage easement exists east of, and on the easterly boundary of, the Property. Where the drainage easement abuts an owner other than SELLER, the easement is believed to be 50 feet on either side of the centerline of the 100-foot drainage easement, the centerline being the boundary of the Property, to the best of SELLER's knowledge, however, SELLER makes no representation or warranty as to such measurement. The Property will be conveyed subject to such easement.

4. SELLER had previously dedicated to the City of Kingsland land for Camden Woods Parkway, as depicted on the Plat. The land has not been improved with a road and a woods road runs through the property to be purchased by BUYER. Until completion of Camden Woods Parkway, the buyers of Tracts 21, 22, 23, 24, 25, 26 and 27 and the Camden County Board of Education and, for purposes of access for constructing Camden Woods Parkway, the City of Kingsland, shall be permitted access across the woods road located on Tracts 25, 26 and 27 as depicted on the Plat. By virtue of the recording of the Plat, in accordance with Item 10 on said Plat, Seller will dedicate to the City of St. Marys an additional 10 feet on either side of the existing dedication of Camden Woods Parkway and such will affect Tracts 21-27.

**BUYER SIGNATURE (Tract 23):** \_\_\_\_\_

**Tract 24**

1. Prior to closing SELLER shall deed a lift station site and temporary construction easement to the City of Kingsland as depicted on the Plat and referenced in Detail "B" on said Plat. The Property shall be conveyed subject to such grants.

2. A 100-foot drainage easement exists east of, and on the easterly boundary of, the Property. Where the drainage easement abuts an owner other than SELLER, the easement is believed to be 50 feet on either side of the centerline of the 100-foot drainage easement, the centerline being the boundary of the Property, to the best of SELLER's knowledge, however, SELLER makes no representation or warranty as to such measurement. The Property will be conveyed subject to such easement.

3. SELLER had previously dedicated to the City of Kingsland land for Camden Woods Parkway, as depicted on the Plat. The land has not been improved with a road and a woods road runs through the property to be purchased by BUYER. Until completion of Camden Woods Parkway, the buyers of Tracts 21, 22, 23, 24, 25, 26 and 27 and the Camden County Board of Education and, for purposes of access for constructing Camden Woods Parkway, the City of Kingsland, shall be permitted access across the woods road

located on Tracts 25, 26 and 27 as depicted on the Plat. By virtue of the recording of the Plat, in accordance with Item 10 on said Plat, Seller will dedicate to the City of St. Marys an additional 10 feet on either side of the existing dedication of Camden Woods Parkway and such will affect Tracts 21-27.

**BUYER SIGNATURE (Tract 24):** \_\_\_\_\_

**Tract 25**

1. An 80-foot non-exclusive shared access easement exists north of the northern boundary of the Property. SELLER will assign its interest in the easement to BUYER at Closing.

2. SELLER had previously dedicated to the City of Kingsland land for Camden Woods Parkway, as depicted on the Plat. The land has not been improved with a road and a woods road runs through the property to be purchased by BUYER. Until completion of Camden Woods Parkway, the buyers of Tracts 21, 22, 23, 24, 25, 26 and 27 and the Camden County Board of Education and, for purposes of access for constructing Camden Woods Parkway, the City of Kingsland, shall be permitted access across the woods road located on Tracts 25, 26 and 27 as depicted on the Plat. By virtue of the recording of the Plat, in accordance with Item 10 on said Plat, Seller will dedicate to the City of St. Marys an additional 10 feet on either side of the existing dedication of Camden Woods Parkway and such will affect Tracts 21-27.

3. A 100-foot drainage easement exists east of, and on the easterly boundary of, the Property. Where the drainage easement abuts an owner other than SELLER, the easement is believed to be 50 feet on either side of the centerline of the 100-foot drainage easement, the centerline being the boundary of the Property, to the best of SELLER's knowledge, however, SELLER makes no representation or warranty as to such measurement. The Property will be conveyed subject to such easement.

**BUYER SIGNATURE (Tract 25):** \_\_\_\_\_

**Tract 26**

1. SELLER had previously dedicated to the City of Kingsland land for Camden Woods Parkway, as depicted on the Plat. The land has not been improved with a road and a woods road runs through the property to be purchased by BUYER. Until completion of Camden Woods Parkway, the buyers of Tracts 21, 22, 23, 24, 25, 26 and 27 and the Camden County Board of Education and, for purposes of access for constructing Camden Woods Parkway, the City of Kingsland, shall be permitted access across the woods road located on Tracts 25, 26 and 27 as depicted on the Plat. By virtue of the recording of the Plat, in accordance with Item 10 on said Plat, Seller will dedicate to the City of St. Marys an additional 10 feet on either side of the existing dedication of Camden Woods Parkway and such will affect Tracts 21-27.

**BUYER SIGNATURE (Tract 26):** \_\_\_\_\_

**Tract 27**

1. SELLER had previously dedicated to the City of Kingsland land for Camden Woods Parkway, as depicted on the Plat. The land has not been improved with a road and a woods road runs through the property to be purchased by BUYER. Until completion of Camden Woods Parkway, the buyers of Tracts 21, 22, 23, 24, 25, 26 and 27 and the Camden County Board of Education and, for purposes of access for constructing Camden Woods Parkway, the City of Kingsland, shall be permitted access across the woods road located on Tracts 25, 26 and 27 as depicted on the Plat. By virtue of the recording of the Plat, in accordance with Item 10 on said Plat, Seller will dedicate to the City of St. Marys an additional 10 feet on either side of the existing dedication of Camden Woods Parkway and such will affect Tracts 21-27.

**BUYER SIGNATURE (Tract 27):** \_\_\_\_\_

**SUGARMILL COMMONS (TRACTS 28-33)**

**Tract 28**

1. SELLER sold a portion of the Property in September 1986 to Sugarmill Plantation Development Corporation, an unaffiliated entity, and recovered the Property in October 1989 in foreclosure. SELLER makes no representation as to use of the Property during the period 9/86 to 10/89.

2. SELLER will dedicate, prior to Closing, a 100 foot easement as depicted on the Plat and addressed at DB248, p.14-17 but in doing so shall reserve unto itself, its successors and assigns (the purchasers of Tracts 28, 29, 30 and 33), as well as third parties to whom they may make a partial assignment, in the Limited Warranty Deed, a 100-foot perpetual, non-exclusive easement over the 100 foot wide road easement, as shown on the Plat. This easement will be for ingress, egress and regress over, upon and across the Property for the purchasers of Tracts 28, 29, 30 and 33 for vehicular access and utilities for them, their contractors, assigns, licensees and invitees.

**BUYER SIGNATURE (Tract 28):** \_\_\_\_\_

**Tract 29**

1. SELLER will dedicate, prior to Closing, a 100 foot easement as depicted on the Plat and addressed at DB248, p.14-17 but in doing so shall reserve unto itself, its successors and assigns (the purchasers of Tracts 28, 29, 30 and 33), as well as third parties to whom they may make a partial assignment, in the Limited Warranty Deed, a 100-foot perpetual, non-exclusive easement over the 100 foot wide road easement, as shown on the Plat. This easement will be for ingress, egress and regress over, upon and across the Property for the purchasers of Tracts 28, 29, 30 and 33 for vehicular access and utilities for them, their contractors, assigns, licensees and invitees.

**BUYER SIGNATURE (Tract 29):** \_\_\_\_\_

**Tract 30**

1. SELLER will dedicate, prior to Closing, a 100 foot easement as depicted on the Plat and addressed at DB248, p.14-17 but in doing so shall reserve unto itself, its successors and assigns (the purchasers of Tracts 28, 29, 30 and 33), as well as third parties to whom they may make a partial assignment, in the Limited Warranty Deed, a 100-foot perpetual, non-exclusive easement over the 100 foot wide road easement, as shown on the Plat. This easement will be for ingress, egress and regress over, upon and across the Property for the purchasers of Tracts 28, 29, 30 and 33 for vehicular access and utilities for them, their contractors, assigns, licensees and invitees.

**BUYER SIGNATURE (Tract 30):** \_\_\_\_\_

**Tract 31**

No disclosures other than what appears on Plat and in Title Commitment.

**BUYER SIGNATURE (Tract 31):** \_\_\_\_\_

**Tract 32**

1. SELLER sold a portion of the Property in September 1986 to Sugarmill Plantation Development Corporation, an unaffiliated entity, and recovered the Property in October 1989 in foreclosure. SELLER makes no representation as to use of the Property during the period 9/86 to 10/89.

2. Access for this Property shall be along Roadway Tract "4" as depicted on the survey, and not off the St. Marys Road Extension.

**BUYER SIGNATURE (Tract 32):** \_\_\_\_\_

**Tract 33**

1. SELLER sold a portion of the Property in September 1986 to Sugarmill Plantation Development Corporation, an unaffiliated entity, and recovered the Property in October 1989 in foreclosure. SELLER makes no representation as to use of the Property during the period 9/86 to 10/89.

2. SELLER will dedicate, prior to Closing, a 100 foot easement as depicted on the Plat and addressed at DB248, p.14-17 but in doing so shall reserve unto itself, its successors and assigns (the purchasers of Tracts 28, 29, 30 and 33), as well as third parties to whom they may make a partial assignment, in the Limited Warranty Deed, a 100-foot perpetual, non-exclusive easement over the 100 foot wide road easement, as shown on the Plat. This easement will be for ingress, egress and regress over, upon and across the Property for the purchasers of Tracts 28, 29, 30 and 33 for vehicular access and utilities for them, their contractors, assigns, licensees and invitees.

**BUYER SIGNATURE (Tract 33):** \_\_\_\_\_

**ST. MARYS ROAD COMMERCIAL PARK**

**Tract 34**

1. Access to this Property will be off unimproved Mickler Drive.

**BUYER SIGNATURE (Tract 34):** \_\_\_\_\_

**Tract 35**

1. Access to this Property will be off unimproved Mickler Drive.
2. SELLER sold a portion of the Property in September 1986 to Sugarmill Plantation Development Corporation, an unaffiliated entity, and recovered the Property in October 1989 in foreclosure. SELLER makes no representation as to use of the Property during the period 9/86 to 10/89.

**BUYER SIGNATURE (Tract 35):** \_\_\_\_\_

**Tract 36**

1. Access to this Property will be off unimproved Mickler Drive
2. SELLER sold a portion of the Property in September 1986 to Sugarmill Plantation Development Corporation, an unaffiliated entity, and recovered the Property in October 1989 in foreclosure. SELLER makes no representation as to use of the Property during the period 9/86 to 10/89.

**BUYER SIGNATURE (Tract 36):** \_\_\_\_\_