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November 5, 2015

**Via First Class U.S. Mail & Electronic Mail**

Deandra Brooks  
Airport Compliance Specialist  
FAA Southern Region  
ATTN: ASO-600  
1701 Columbia Ave.  
College Park, Georgia 30337  
E-mail: deandra.brooks@faa.gov

**Re: *Paulding County, Georgia's Response to City of Atlanta Complaint  
under 14 C.F.R. 13***

Dear Ms. Brooks,

This firm represents Paulding County in connection with the complaint initiated by the City of Atlanta under Federal Aviation Regulation Part 13, *FAA Investigative and Enforcement Procedures* (14 C.F.R. 13) regarding the Paulding Northwest Regional Airport.

Please find enclosed a copy of Paulding County, Georgia's Memorandum in Response to the Complaint of the City of Atlanta Under 14 C.F.R. Part 13 Against the County of Paulding, Georgia.

Thank you in advance for your consideration of Paulding County's response, and feel free to contact me directly if you have any questions or concerns.

Sincerely,

  
Charles S. Conerly

Enclosure

Cc: Winsome A. Lenfert, Division Manager, FAA Southern Region  
David Austin, Chairman, Paulding County Board of Commissioners  
Lani Skipper, County Attorney, Paulding County  
Calvin Thompson, Chairman, Paulding County Airport Authority

W. Thomas Cable, Talley, Richardson & Cable, P.A., Counsel for Paulding County  
Airport Authority  
William K. Whitner, Paul Hastings LLP, Counsel for City of Atlanta  
Andrea J. Pearson, Paul Hastings LLP, Counsel for City of Atlanta  
Charles A. Patrizia, Paul Hastings LLP, Counsel for City of Atlanta  
Cathy Hampton, City Attorney, City of Atlanta

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**PAULDING COUNTY, GEORGIA'S MEMORANDUM IN RESPONSE TO  
THE COMPLAINT OF THE CITY OF ATLANTA UNDER 14 C.F.R. PART  
13 AGAINST THE COUNTY OF PAULDING, GEORGIA**

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Respectfully submitted by:

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**PAULDING COUNTY, GEORGIA'S MEMORANDUM IN RESPONSE TO THE  
COMPLAINT OF THE CITY OF ATLANTA UNDER 14 C.F.R. PART 13 AGAINST  
THE COUNTY OF PAULDING, GEORGIA**

On or about December 4, 2014, the City of Atlanta (hereinafter "Atlanta") submitted to the Federal Aviation Administration ("FAA") an informal complaint (the "Informal Complaint") under 14 C.F.R. Part 13 against Paulding County, Georgia (hereinafter "Paulding County"), concerning and opposing the (proposed) commercialization of the Paulding County Airport.<sup>1</sup> In August, 2015, Atlanta supplemented its Informal Complaint with a thirty-one page memorandum and more than thirty-four exhibits (comprising nearly 1,000 pages of documents) to advance what appear to be two simple arguments: (1) Atlanta's contention that – by virtue of some unidentifiable contractual provision or deed restriction – the Paulding County Airport cannot be used for commercial aviation and to so use it would violate FAA Grant Assurance 4, *Good Title*; and (2) the transfer of certain Airport property violates FAA Grant Assurance 5, *Preserving Rights and Powers*. However, Atlanta's arguments are either unsupported by the facts and law, are premature, or both.

Paulding County freely admits that – as originally planned and constructed – the Paulding County Airport was intended for general aviation. This was also true as of August, 2007, when Atlanta sold Paulding County approximately 163 acres – adjacent to the approximately 590 acres being condemned by the Paulding County Airport Authority ("PCAA") – for the construction of a runway, taxiway, and safety overrun area for the Airport. And while the recitals in various documents, the environmental assessment conducted at the time, discussions at various meetings, etc. accurately reflect Paulding County's then intention to use the Airport for general aviation,

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<sup>1</sup> The Paulding County Airport is alternatively referred to in Atlanta's Informal Complaint and the exhibits thereto as the "Paulding County Regional Airport," "Paulding Northwest Atlanta Airport," "Paulding County Northwest Atlanta Airport," "Paulding Northwest Regional Airport," or "Silver Comet Field." For ease of reference, the Airport will be referred to herein simply as the "Paulding County Airport" or the "Airport."

the simple fact remains that there is no restriction or limitation in the contract with Atlanta or the deed from Atlanta – or in any other document for that matter – that the Airport be used solely for general aviation. Therefore, commercialization of the Airport would not result in a violation of Grant Assurance 4.

Atlanta alternatively argues that the transfer of the 163-acre tract to the PCAA without FAA approval violates Grant Assurance 5. Premitting whether such a transfer would actually violate Grant Assurance 5, the fact is that no such transfer has occurred, and the 163-acre tract remains titled in the name of Paulding County.

#### **I. STATEMENT OF FACTS**

Paulding County was established by act of the Georgia General Assembly in 1832. The governing authority of Paulding County is its five-member Board of Commissioners. The PCAA is a separate legal entity created by a separate act of the Georgia General Assembly in 1972. The PCAA has nine members, which consist of the six members of the Paulding County Industrial Building Authority and three members appointed by the Paulding County Board of Commissioners.

Generally speaking, construction of the Paulding County Airport began in 2006, when the PCAA initiated condemnation procedures to acquire approximately 590 acres in western Paulding County. These condemnation procedures were essentially completed in 2009 with the recording of a Consent Order and Judgment as to a portion of the property and a Final Judgment as to the balance of the property.

Paulding County acknowledges that – as initially conceived – the Airport was intended for general aviation use. As Atlanta notes in its Informal Complaint, this intent is reflected in – among other documents – the environmental assessment performed in 2005 for the proposed

Airport. (See, e.g., Record of Decision and Finding of No Significant Impact (Ex. 5)<sup>2</sup> (“The Sponsor proposes to construct a new general aviation airport . . . ”)).

On or about July 6, 2006, Paulding County approached Atlanta about purchasing approximately 160 acres adjacent to the 590-acre tract being condemned by the PCAA to construct a runway, taxiway, and safety overrun area for the Airport. (Ex. 10). In August, 2007, Atlanta and Paulding County entered a Contract for the Sale of Realty (hereinafter the “Contract”), which provided for the sale by Atlanta to Paulding County of an approximately 163-acre tract of land for \$815,000.00 (the “163 Acres”). (Ex. 4). Atlanta conveyed the 163 Acres to Paulding County by virtue of a simple quitclaim deed (the “Deed”).<sup>3</sup> Notwithstanding Atlanta’s position to the contrary, nothing in the Contract expressly limits the use of the 163 Acres to general aviation. Similarly – as one might expect from a quitclaim deed – the Deed contains no limitations or restrictions on Paulding County’s use of the 163 Acres whatsoever. Accordingly, Paulding County was (and is) free to change its mind in the future as to the use of the 163 Acres.

Several years later, efforts began to commercialize the Airport.<sup>4</sup> In connection with this process, on September 9, 2014, Paulding County approved an Intergovernmental Agreement with the PCAA. (Ex. 25). This Intergovernmental Agreement provides that (i) the PCAA will operate and maintain the Airport, and (ii) Paulding County will transfer approximately 168 acres of Airport property to the PCAA. (Ex. 25). On November 13, 2014, Paulding County and the PCAA executed a First Amendment to Intergovernmental Agreement, whereby the Intergovernmental Agreement was made “subordinate to those requirements under federal law or

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<sup>2</sup> “Ex. \_\_\_” with a number reference are references to the exhibits attached to Atlanta’s Informal Complaint. Any additional exhibits for Paulding County’s response are attached hereto and given a letter reference (e.g., “Ex. A”) to distinguish them.

<sup>3</sup> A true and correct copy of the August 20, 2007 Quitclaim Deed is attached hereto as Exhibit “A.”

<sup>4</sup> Indeed, a new environmental assessment is currently underway to assess the proposed additional use of the Airport for commercial aviation, on which Atlanta has already commented. (Ex. 21).

regulations pertaining to Airport Improvement Grants, including specifically but without limitation, federal obligations of airport sponsors commonly referred to as Airport Improvement Program Grant Assurances.” (Ex. 27). To date, no such property transfer has occurred.

## II. LEGAL ARGUMENT

In support of its Informal Complaint, Atlanta puts forth two legal arguments: (1) the commercialization of the Airport breaches the contractual restriction to general aviation use and would cause a violation of Grant Assurance 4 (see, e.g., Memorandum in Support of Complaint of the City of Atlanta under 14 C.F.R. Part 13 Against the County of Paulding, Georgia (hereinafter “Atlanta Memorandum”) pp. 22-28); and (2) the transfer of Airport property without FAA approval violates Grant Assurance 5 (see Atlanta Memorandum, pp. 28-31). Each of these contentions will be addressed, in turn, below.

### A. **There is no contractual or deed restriction limiting the Paulding County Airport to general aviation use.**

The Informal Complaint states that “[c]ommercialization of the Paulding Airport breaches the Contract’s restriction to general aviation use, and therefore the Part 139 Application cannot meet Grant Assurance 4, requiring the sponsor hold good title to the Property necessary to develop the property for its intended use.” (Atlanta Memorandum, p. 22). Assuming *arguendo* that this is an accurate recitation of Grant Assurance 4 – the simple fact is that neither the contract with Atlanta nor the deed from Atlanta restricts the use of the Airport to general aviation. Therefore, there is no violation of Grant Assurance 4 as alleged by Atlanta.

Like many other states, Georgia disfavors restrictions on the use of property. Georgia courts have repeatedly emphasized that – in construing contracts or deeds that purport to restrict the use of property – “we must bear in mind ‘the general rule ... that the owner of land has the right to use it for any lawful purpose’ and that Georgia law does not favor ‘restrictions on private

property.” Davista Holdings, LLC v. Capital Plaza, Inc., 321 Ga. App. 131, 133, 741 S.E.2d 266 (2013)(quoting Charter Club on the River Home Owners Assn. v. Walker, 301 Ga.App. 898, 899, 689 S.E.2d 344 (2009)). Moreover, “restrictions on the use of land shall be clearly established and strictly construed against the party seeking to enforce the restriction.” CPI Phipps, LLC v. 100 Park Avenue Partners, L.P., 288 Ga. App. 618, 622, 654 S.E.2d 690, 696 (2007). “[A]ny doubt concerning restrictions on use of land will be construed in favor of the grantee . . . [and] they will not be enlarged or extended by construction.” Jones v. Morris, 325 Ga. App. 65, 67, 752 S.E.2d 99, 101 (2013) (quoting Charter Club, 301 Ga.App. at 900, 689 S.E.2d 344). Finally, “parol evidence as to the surrounding circumstances . . . is not admissible to contradict or change the terms of a written instrument.” 288 Ga. App. at 623, 654 S.E.2d at 696-7(quoting Ambase Intl. Corp. v. Bank South, 196 Ga.App. 336, 338(1), 395 S.E.2d 904 (1990)).

Atlanta devotes substantial attention to purported representations and events leading up to the sale of the 163 Acres, but the Contract contains multiple merger clauses precluding consideration of those materials in the analysis. Specifically, in a recital, the Contract provides as follows:

The parties agree that all understandings and agreements herein made between them . . . are merged into this Agreement and the Exhibits, which alone fully and completely express their agreement . . . neither party relying on upon [sic] statement or representation by the other unless such statement or representation[] is specifically embodied in this Agreement or the Exhibits.

(Ex. 4, pp. 1-2). And the final paragraph of the agreement states that “[t]his contract constitutes the entire agreement between the Buyer and the Sellers.” (Ex. 4) Therefore, the Contract (including incorporated documents) and the Deed are the only relevant documents for purposes



of determining whether there is a general aviation use restriction on the 163 Acres. See, e.g., Kaesemeyer v. Angiogenix, Inc., 278 Ga. App. 434, 437-38, 629 S.E.2d 22, 25 (2006).

In this case, the Deed from Atlanta to Paulding County contains no restrictions whatsoever. Again, Atlanta conveyed the property to Paulding County by virtue of a simple quitclaim deed, which – as one might expect – contains no limitations or restrictions on Paulding County’s use of the 163 Acres.

Similarly, the Contract contains no express limitation on the use of the property. In this regard, it is telling that Atlanta fails to identify any actual restriction. One would imagine that – to the extent one existed – it would be front and center of the Informal Complaint. Instead, Atlanta seeks to use myriad contract recitals and surrounding circumstances to infer the existence of a restriction. Atlanta’s argument for a restriction is primarily based on the following provision in the Contract: “Buyer recognizes that Seller’s obligation to close under this Agreement is subject to and/or induced by: (i) Agreement to Defend, Indemnify and Hold Harmless the City of Atlanta by Paulding County executed on April 27, 2007 . . . and (ii) the consent of the Atlanta City Council (the “City Council”) and Mayor of the City of Atlanta to sell the Property as noted in Ordinance 07-0-1224 . . . .”<sup>5</sup> (Ex. 4). The two documents are incorporated by reference into the Contract, but neither contains any restriction or limitation on Paulding County’s use of the 163 Acres.

The Agreement to Defend, Indemnify, and Hold Harmless (the “Indemnity Agreement”) is a two-page document that even the parties believed to be likely unnecessary at the time. Atlanta first acquired the 163 Acres in connection with the larger purchase of approximately 10,000 acres by Limited Warranty Deed dated July 15, 1975. The sellers retained a right of first refusal in the event that – prior to 2020 – Atlanta attempted to sell a portion of the property to

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<sup>5</sup> The Contract provides that these provisions survive the closing of the transaction.

private parties. Because Paulding County is not a “private party,” the right of first refusal did not apply to the sale of the 163 Acres by Atlanta to Paulding County. Indeed, the Indemnity Agreement recites that “the Right of Refusal applies to transfers of property to private parties and is therefore not applicable to the [163 Acres].” Nevertheless, Atlanta sought protection “in case it is determined that the Right of Refusal extends to this transaction . . . .” Whether necessary or not, the Indemnity Agreement exists. But it still does not support Atlanta’s position in this matter, because it does not restrict Paulding County’s use of the property. The Indemnity Agreement contains one operative provision, to wit: that Paulding County will defend, indemnify, and hold harmless Atlanta in the event that the party from whom Atlanta acquired the property exercises its right of first refusal to the property. It does reflect – as a recital – the then-intended use of the Airport as a “regional airport,” but that term is not defined, has nothing to do with the purpose of the document, and cannot be construed as a limitation or restriction on the property’s use.

Ordinance 07-0-1224 likewise contains no restrictions or limitations at all. Rather, it simply contains two recitals highlighted by Atlanta. The first is the following: “WHEREAS, the Paulding County Airport Authority has started the construction of a new Regional General Aviation Airport and desires to purchase a small portion of the City’s land for the project.” (Ex. 4). This is nothing more than a (true) recitation of Paulding County’s intent at the time of the transfer. The second recital Atlanta identifies provides: “WHEREAS, the City **desires** to see the land developed in a manner that supports the strategic priorities of the Hartsfield-Jackson Atlanta International Airport, and to assist in the development of Paulding County” (emphasis added). This recital reveals what Atlanta “desires,” but it does not limit the use of the 163 Acres, and it

does not afford Atlanta the ability to weigh in on or dictate Paulding County's future use of the property.

In sum, there is no express provision in the Contract or the Deed that limits the use of the property to general aviation. Certainly no such limitations are "clearly established," as they must be under Georgia law. Moreover, any doubt as to the construction of any such limitations is to be strictly construed and resolved against Atlanta, and parol evidence (including discussions at any public meetings) is not even admissible to change the plain terms of the documents.<sup>6</sup> Because there is no restriction on Paulding County's use of the 163 Acres, commercialization of the Airport would not result in a violation of Grant Assurance 4.

**B. Even assuming that FAA Grant Assurances prohibit Paulding County from transferring Airport property without FAA consent, the Grant Assurances have not been violated, because no Airport property has been transferred.**

Atlanta also argues that the intergovernmental agreement between Paulding County and the PCAA "potentially violates Grant Assurance 5, if Paulding County and the PCAA transfer the Property without obtaining FAA written approval." (Atlanta Memorandum, p. 28). Grant Assurance 5 ("Preserving Rights and Powers") contains seven sub-parts, but the provision relied upon by Atlanta is as follows: "[sponsor] will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any nor all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary." (Atlanta Memorandum, pp. 28-29) (quoting Airport Sponsors Assurances, FAA Airports § C.5, *Preserving Rights and Powers*). Atlanta then cites the FAA Compliance Manual for the proposition that "Grant Assurance 5, *Preserving Rights and Powers*, requires a sponsor not to sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other

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<sup>6</sup> Atlanta is not seeking to "explain" ambiguity in a contractual provision; rather, it is seeking to insert non-existent provisions relating to use of the 163 Acres based on what it argues was the intent of the parties at the time of execution of the Contract. Parol evidence cannot be used to change the terms of a contract.

interests in the property . . . without prior written approval of the FAA.” (Atlanta Memorandum, p. 29)(quoting FAA Compliance Manual Order 5190.6B at 6.3(b)). In sum, Atlanta contends that “Grant Assurance 5 prohibits Paulding County from transferring the Property without FAA written consent.” (Id.).

On September 9, 2014, Paulding County did approve an Intergovernmental Agreement with the PCAA, which provides that (i) the PCAA will operate and maintain the Airport, and (ii) Paulding County will transfer approximately 168 acres to the PCAA. (Ex. 25). However, on November 13, 2014, Paulding County and the PCAA executed a First Amendment to Intergovernmental Agreement, whereby the Intergovernmental Agreement was made “subordinate to those requirements under federal law or regulations pertaining to Airport Improvement Grants, including specifically but without limitation, federal obligations of airport sponsors commonly referred to as Airport Improvement Program Grant Assurances.” (Ex. 27). Thus, whatever the Intergovernmental Agreement initially provided, it has since been amended to make it subordinate to the very requirements cited by Atlanta. The Intergovernmental Agreement did not operate to transfer the 163 Acres in violation of any Grant Assurances, and Paulding County has not yet even transferred the property. The FAA’s approval may yet be obtained. Therefore, Atlanta’s concerns are speculative, premature, and not the proper subject of a complaint, formal or informal, to the FAA. See, e.g., Boston Air Charter v. Norwood Airport Commission, FAA Docket No. 16-07-03, p. 17 (Aug. 14, 2008) (Final Decision and Order). (“[I]n addressing allegations of noncompliance, the FAA will make a determination as to whether an airport sponsor is *currently* in compliance with the applicable federal regulations.” (emphasis in original)).

**C. The effect of Paulding County Resolution 15-01 and Blake Swafford's authority to bind Paulding County will be addressed under separate cover.**

On January 13, 2015, Paulding County adopted Resolution 15-01, which states that the "Part 139 Certificate is hereby withdrawn and any associated environmental review is hereby terminated." The FAA – in a letter dated June 30, 2015 – has since asked that Paulding County respond to the following questions: (1) "On whose behalf was the Part 139 application submitted?" (2) "What, according to the County, is the legal effect of the Resolution on the Part 139 application?" and (3) "[D]oes the County seek to withdraw the application in its entirety or simply seek to withdraw itself as a party to the application?"

In its complaint, Atlanta only makes passing reference to Resolution 15-01 (see, e.g., Atlanta Memorandum, pp. 2 and 30) and the related issue of Blake Swafford's authority to bind Paulding County (Atlanta Memorandum, p. 30 n. 2). Accordingly, Paulding County will respond to these issues under separate cover as part of its response to the FAA's June 30, 2015 letter.

**III. Conclusion**

As set forth above, the simple fact is no contractual provision or deed restriction limits the use of the Paulding County Airport to general aviation. Moreover, Paulding County has not transferred any Airport property without FAA approval. Accordingly, no FAA Grant Assurances have been violated, and Atlanta's Informal Complaint in this matter is unfounded as to these issues.

This 5th day of November, 2015.

SMITH CONERLY LLP  
  
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# **EXHIBIT “A”**

Deed Doc: QCD --  
**Recorded 08/20/2007 10:59AM**  
Georgia Transfer Tax Paid : \$0.00  
Trevé W. Shelton  
Clerk Superior Court, Paulding County, Ga.  
Bk 02464 Pg 0426-0429  
1102007006938

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For Recording Purposes

After Recording, Return to:

W. Thomas Cable  
367 West Memorial Drive  
Dallas, Georgia 30132

STATE OF GEORGIA  
COUNTY OF FULTON

**QUITCLAIM DEED**

THIS DEED, made this 20<sup>th</sup> day of August, 2007, between THE CITY OF ATLANTA, a municipal corporation of the State of Georgia, as party of the first part, hereinafter called "Grantor" and PAULDING COUNTY, GEORGIA a political subdivision of the State of Georgia, by and through its Board of Commissioners, as party of the second part, hereinafter called "Grantee" (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits),

WITNESSETH THAT: Grantor, for and in consideration of the sum of EIGHT HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$815,000.00), and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quitclaim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), together with all the rights, members and appurtenances to the Property in anywise appertaining or belonging thereto.

THIS CONVEYANCE is made subject to those matters described on Exhibits "B" attached hereto.



TO HAVE AND TO HOLD the Property unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the Property or its appurtenances.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

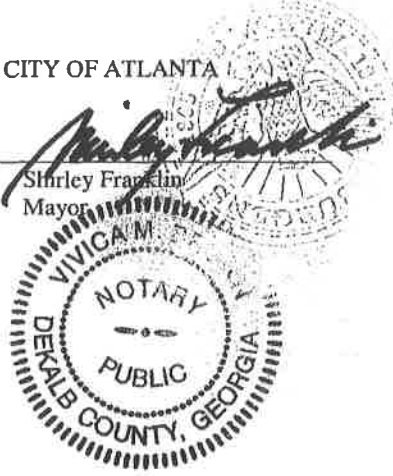
Signed, sealed and delivered in the presence of:

THE CITY OF ATLANTA

ATTEST: Rhonda Daughlin Johnson  
Municipal Clerk

By: Shirley Franklin  
Mayor

Vivica M. Brown  
Notary Public



Commission Expiration Date: Notary Public, DeKalb County, Vivica M. Brown  
My Commission Expires, Oct. 7, 2007  
[AFFIX NOTARIAL SEAL]

APPROVED:

RECOMMENDED:

[Signature]  
AVIATION GENERAL MANAGER

[Signature]  
CHIEF OPERATING OFFICER

APPROVED AS TO FORM:

APPROVED:

Vivica M. Brown  
SR. ASSISTANT CITY ATTORNEY

[Signature]  
CHIEF PROCUREMENT OFFICER

## EXHIBIT "A"

Being all that tract or parcel of land lying in the Land Lots 303, 304, 327, & 374, Nineteenth District, Third Section, Paulding County, Georgia and being more particularly described as follows:

Beginning at a point, said point being a one half inch reinforcing rod found at the corner common to Land Lots 258, 259, 302, and 303 and the TRUE POINT OF BEGINNING; Thence from said TRUE POINT OF BEGINNING as previously established and running along the northerly line of Land Lot 303, South 88 degrees 07 minutes 09 seconds East, a distance of 791.68 feet to concrete monument found; Thence continuing along the northerly line of land lots 303 and 304, South 88 degrees 08 minutes 51 seconds East, a distance of 1878.40 feet to an iron pin set at the corner common to Land Lots 256, 257, 304, & 305; Thence running along the easterly line of Land Lot 304, South 01 degrees 17 minutes 30 seconds West, a distance of 1329.71 feet to a 1 inch open top pipe found; Thence running along the easterly line of Land Lots 327 & 374, South 01 degrees 17 minutes 37 seconds West, a distance of 2595.36 feet to a ½ inch reinforcing rod found at the corner common to Land Lots 374, 375, 396 and 397; Thence running along the southerly line of Land Lot 374, South 88 degrees 31 minutes 20 seconds West, a distance of 1334.59 feet to an iron pin set at the corner common to Land Lots 373, 374, 397 and 398; Thence running along the westerly line of Land Lot 374, North 00 degrees 25 minutes 26 seconds West, a distance of 1305.23 feet to a ½ inch open top pipe found at the corner common to Land Lots 327, 328, 373 and 374; Thence running along the westerly line of Land Lot 327, North 01 degrees 38 minutes 20 seconds East, a distance of 1287.95 feet to a ½ inch open top pipe found at the corner common to Land Lots 303, 304, 327 and 328; Thence running along the southerly line of Land Lot 303, South 87 degrees 11 minutes 23 seconds West, a distance of 1305.47 feet to an iron pin set at the corner common to Land Lots 302, 303, 328 and 329; Thence running along the westerly line of Land Lot 303, North 01 degrees 20 minutes 08 seconds East, a distance of 1320.08 feet to a ½ inch reinforcing rod found at the corner common to Land Lots 258, 259, 302 and 303 and the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 162.835 Acres.

EXHIBIT "B"

ALL MATTERS OF RECORD