

	Yes	No	Don't Know
7. SEWER/PLUMBING RELATED ITEMS:			
(a) What is the drinking water source: <input type="checkbox"/> public <input checked="" type="checkbox"/> private <input type="checkbox"/> well			
(b) If the drinking water is from a well, has the water been tested within the past twelve (12) months?		X	
(c) What is the sewage system: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> septic tank			
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local governmental authorities? <u>5</u>			
(e) Is the main dwelling served by sewage pump?	X		
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: <u>9-4-98</u>	X		
(g) Are there any leaks, backups or other similar problems with to any portion of the plumbing, water or sewage systems?		X	
(h) Is there presently any polybutylene plumbing, other than the primary service line?		X	
(i) Are there any low water flow plumbing fixtures?		X	
(j) Has any water line or fixture ever frozen in cold weather?		X	
8. FLOODING, DRAINAGE, MOISTURE AND SPRINGS:			
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage?		X	
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		X	
(c) Is any part of the Property or any improvements thereon presently located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?		X	
(d) Has there ever been any flooding?		X	
(e) Are there any streams that do not flow year round or underground springs?		X	
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		X	
9. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		X	
(b) Is there now or has there ever been any visible soil settlement or movement?		X	
(c) Are there any diseased or dead trees?		X	
(d) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		X	
(e) Do any of the improvements encroach onto a neighboring property?		X	
10. TERMITES, DRY-ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:			
(a) Is there any damage resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?		X	
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company? If yes, is it transferable? If yes, company name/contact: _____		X	
Check type of coverage: <input type="checkbox"/> re-treatment and repair; <input type="checkbox"/> re-treatment; or <input type="checkbox"/> periodic inspections only.			
(c) Is there a cost to transfer and/or maintain the bond, warranty or service contract? If yes, what is the cost? \$ _____		X	
(d) Is there any exterior untreated wood, hard coat stucco, rigid board insulation, plastic foam or siding or cladding (other than stone, brick or concrete) in contact with the soil or within six inches of the finished grade?		X	
11. ENVIRONMENTAL/HEALTH/SAFETY CONCERNS:			
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X	
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		X	
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic substances?		X	
(d) Is there any mold on interior heated and cooled portions of any dwelling on the Property other than on the walls, floors or ceilings of showers, sinks, and bathtubs?		X	
12. LITIGATION AND INSURANCE:			
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		X	
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		X	
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		X	
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		X	
(e) How many insurance claims have been filed during Seller's ownership? _____			

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	Yes	No	Don't Know
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13. OTHER MATTERS:

- (a) Have there been any inspections in the past year?
If yes, by whom and of what type? _____ _____ **X** _____
- (b) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location? _____ **X** _____
- (c) Is any portion of the main dwelling a mobile, modular or manufactured home? _____ **X** _____
- (d) Has the Property been designated as historic or in a historic district where modifications and additions are limited? _____ **X** _____
- (e) Are there any other latent or hidden defects that have not otherwise been disclosed? _____ **X** _____

14. AGRICULTURAL DISCLOSURE:

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use? _____ **X** _____

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

15. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES" or "OTHER": [Explanations should reference the number of the question for which more detailed information is being provided.]

Additional pages are or are not attached.

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D. ITEMS TO REMAIN WITH PROPERTY: (Check (✓) only those fixtures/personal property (hereinafter "items") below that are included in the sale of Property. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such items checked are included in the sale of Property. Those items listed below that are not checked shall not be included in the sale of Property.

Appliances

- Clothes Dryer
 - Gas
 - Electric
- Clothes Washing Machine
- Dishwasher
 - Built-In
 - Free Standing
- Garage Door Opener
 - Remote Control
- Ice Maker
 - Built-In
 - Free Standing
- Microwave Oven
 - Built-In
 - Free Standing
- Oven
 - Electric
 - Gas
 - Convection
 - Free Standing
 - Wall Oven (built in)
 - Single
 - Double
- Refrigerator
- Stove
 - Gas
 - Electric
 - Built-In
 - Free Standing
- Surface Unit Cook Top
 - Gas
 - Electric
- Trash Compactor
 - Built-In
 - Free Standing
- Vacuum System (Built-In)
- Vacuum Attachments
- Vent Hood
 - Double
- Wine Cooler

Home Media

- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Satellite Remote
- Speakers (Built-In)
- Switch Plate Covers
- Television (TV)
 - Antenna
 - Mounts/Brackets
 - Remote
 - Wiring

Interior Fixtures

- Ceiling Fan
 - Remote Control
- Chandelier(s)
- Fireplace
 - Gas Logs
 - Gas Starter Key
 - Remote Control
 - Screen/Door
 - Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirror (Attached)
- Shelving Unit & System
 - Built-In
 - Free Standing
- Shower Head/Sprayer
- Window Treatments (including Hardware)

Landscaping / Yard

- Arbor
- Awning
- Basketball Post & Goal
 - Built-In
 - Free Standing

- Birdhouses
- Boat Dock serving Property
- Fence (Invisible)
- Fence Pet Collar
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch swing
- Statuary
- Stepping Stones
- Swing Set
 - Tree House
 - Trellis
- Weather Vane

Recreation

- Above Ground Pool
- Gas Grill
 - Built-In
 - Free Standing
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Sauna
- Swimming Pool Equipment (List below)

Safety

- Alarm System (Burglar)
 - Leased
 - Owned
- Alarm System (Smoke/Fire)
 - Leased
 - Owned
- Camera(s)
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware
- Fire Sprinkler System

- Gates
 - Remote Control
- Safe (Built-In)
- Smoke Defector
 - Battery Operated
 - Hard Wired

Systems

- Air Conditioning Window Unit
- Air Purifier
- Attic Fan (Whole House Fan)
- Attic Ventilator Fan
- Basement/Crawl Space Ventilator Fan
- Dehumidifier
 - Built-In
 - Free Standing
- Humidifier
- Propane/Fuel Oil Tanks
 - Above ground
 - Buried
 - Leased
 - Owned
- Propane/ Fuel Oil in Tank
- Sewage Pump
- Sump Pump
- Thermostat
- Water Purification System
 - Leased
 - Owned
- Water Softener System
 - Leased
 - Owned
- Well Pump
- Window Screens

Location of items checked above: _____

Other items, and it's location, included in the sale of the Property shall be: _____

Other items not included in the sale of Property shall be: _____

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The common law of fixtures shall apply to items not addressed herein. Those items that are not included in the sale of Property shall remain Property of Seller and shall be removed prior to closing or the transfer of possession of Property to Buyer, whichever is later. Seller shall lose the right to remove any such items not timely removed. In removing all items, Seller shall use reasonable care to prevent damage and, if necessary, shall restore the area where the item has been removed to its original condition.

SELLER'S REPRESENTATION REGARDING SELLER'S PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: George G. Krivsky
George G. Krivsky

Date: 7/10/2015

Seller: _____

Date: _____

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges the receipt of this Seller's Property Disclosure Statement.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

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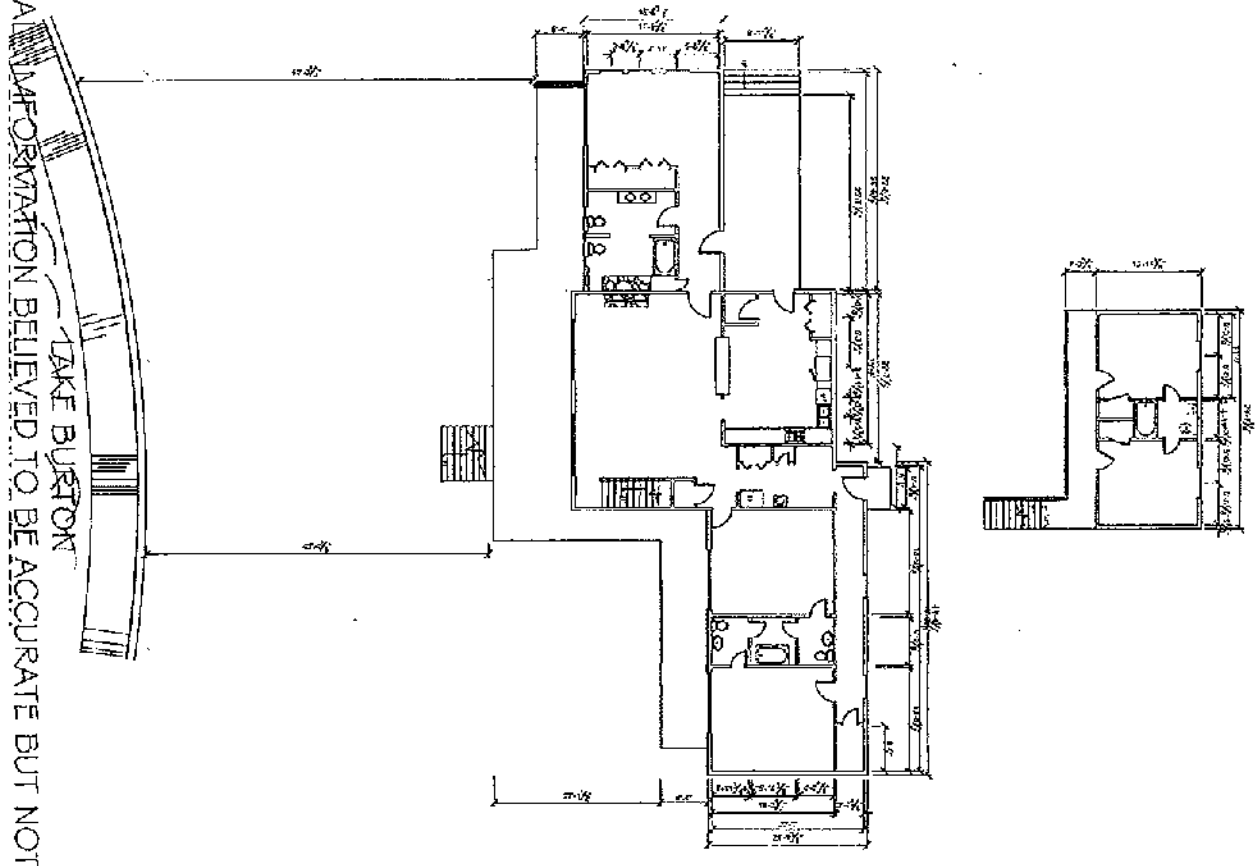
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F50, Seller's Property Disclosure Statement Exhibit, Page 5 of 6, 01/01/15



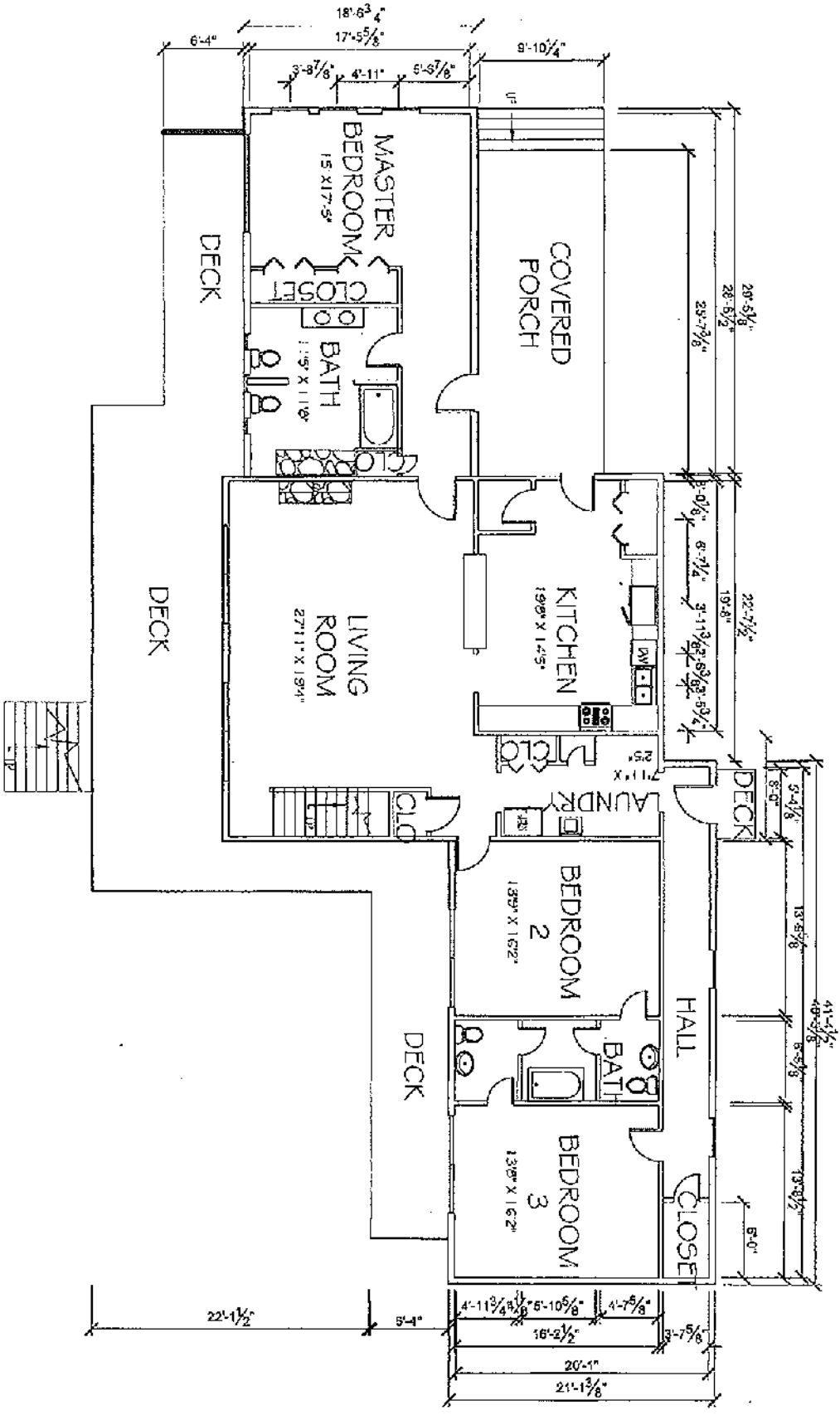
FLOOR PLAN - TOTAL 2830 SQ. FT.
 SCALE: 1/16" = 1'-0"

DISCLAIMER: *NOT FOR CONSTRUCTION. *ALL INFORMATION BELIEVED TO BE ACCURATE BUT NOT WARRANTED.



KRIVSKY
 61 PERRY LANE
 CLAYTON, GA

of SHEETS



FLOOR PLAN: FIRST FLOOR 2320 SQ. FT.
 SCALE: 1/8" = 1'-0"

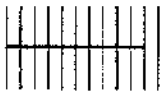
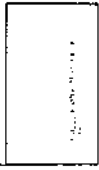
DISCLAIMER: *NOT FOR CONSTRUCTION. *ALL INFORMATION BELIEVED TO BE ACCURATE BUT NOT WARRANTED.

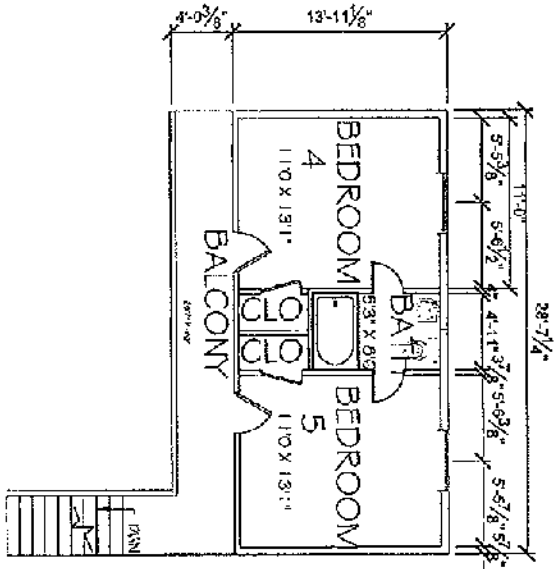
of SHEETS

A1

KRIVSKY
 91 PERRY LANE
 CLAYTON, GA

DESIGNER:
 PENILOPE RAJEVY





FLOOR PLAN - SECOND FLOOR 5,10 SQ. FT.
 SCALE: 1/8" = 1'-0"

DISCLAIMER: *NOT FOR CONSTRUCTION. *ALL INFORMATION BELIEVED TO BE ACCURATE BUT NOT WARRANTED.



RETURN TO:
Georgia Power Co.
4 Seed Lake Rd.
Lakemont, GA 30552

FILED & RECORDED
DATE: 11/13/2013
TIME: 11:15AM
BOOK: K40
PAGE: 657-661
Holly E. Henry-Perry, Clerk
Rabun County, GA

STATE OF GEORGIA
COUNTY OF RABUN

Lease Agreement

NOTE: In your correspondence
regarding this lease
Please refer to
File No. 45-5-1051

THIS LEASE AGREEMENT ("Lease") is made and entered into this day of October 14, 2013, between GEORGIA POWER COMPANY,
241 Ralph McGill Boulevard, Atlanta, Georgia 30308, a Corporation organized and existing under the laws of the State of Georgia, ("Lessor") and Mr. George Krivsky
PO 698 Clayton, GA 30525 ("Lessee")

WITNESSETH:

WHEREAS, Lessor is the owner and developer of a hydroelectric development (the "Development") in Rabun County, Georgia
and has constructed, in connection with the Development, a dam known as Burton Dam (the "Dam") and backed up
and impounded waters thereby making a reservoir known as Lake Burton ("the Reservoir") (the Dam and Reservoir together with all
other land from time to time located within Lessor's Federal Energy Regulatory Commission LAKE BURTON Project, being sometimes
hereinafter collectively called the "Project"), the waters of which are used and intended to be used by Lessor in its general business of generating and transmitting electrical energy for use at
various places in the State of Georgia and elsewhere; and

WHEREAS, Lessee desires to construct or maintain in proximity to the Reservoir a residence or cottage and desires to use the waters of the Reservoir for fishing, boating, swimming or
other general recreational purposes; and

WHEREAS, Lessor, while not expressly limiting the use of the Reservoir and the Project for the foregoing named purposes, does not object thereto insofar as such activities do not interfere
with its operation of the Development, and insofar as such activities will not interfere with any operation which Lessor may later make of the Development or of the Project; and

WHEREAS, Lessee desires to lease from Lessor certain property in proximity to the Reservoir as is more fully hereinafter described.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Lessor does hereby (a) and lease to Lessee and Lessee, subject in all respects to the
terms, covenants and conditions of this Lease, does hereby give and here from Lessor, that certain tract or parcel of land more particularly described below (the "Premises"). No easement for
light and air is included in the Premises.

All that tract or parcel of land lying and being in Land Lot 80 of the 5 District of
Rabun County, Georgia, being more fully shown on Exhibit "A" attached hereto and made
a part hereof by this reference. Said parcel known as Lot 1051, Area 2
of the recreational property of Lessor associated with the Development.

(SPECIAL CONDITION): Lessee, its successors and assigns (without Lessor in any way waiving the provisions of Paragraph 7 below) take and hire the Premises from Lessor
with the express understanding that in the event Lessor desires the use of the Premises for any purpose in connection with any present or future Project operations of Lessor as
now being conducted or as conducted in the future, this Lease and all rights hereunder of Lessee, Lessor's family, guests, invitees, visitors, agents, employees, contractors,
successors, assigns and sub-tenants (without Lessor in any way waiving the provisions of Paragraph 7 below) (Lessor and such others hereinafter collectively called "Lessor's
Users") shall be terminated by written notice from Lessor to Lessee, as provided in Paragraph 20 below, and all buildings, structures, improvements and possessions of Lessee's
Users (collectively, "Lessee's Property") (including, without limitation, the "Structure", the "Facilities" (as those terms are hereinafter defined), docks, bathhouses, access walks, and
any septic tank or other sewage disposal facilities) located, kept, erected, constructed or maintained in, at or upon the Premises or the Project or the Reservoir (without hereby
granting Lessee any right to to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project) shall be forthwith removed as provided in
Subparagraph 20(d) below. All costs incurred in removal of Lessee's Property shall be borne by Lessee, and Lessee covenants and agrees not to resist or assail the exercise of the
rights reserved to Lessor by this special condition.

1. The term of this Lease begins on the 1st day of August, 2013, and ends on the

31st day of July, 2028 (the "Term") unless sooner terminated in accordance with the terms hereof.

Upon written notice not less than 90 days, and not more than 180 days, prior to the expiration of the Term by passage of time and provided no default of Lessee has then occurred and remains
uncured, this Lease may be renewed at the option of Lessee for an additional period not to exceed fifteen (15) years subject to and upon the then current policies, rules, regulations, terms
(including without limitation lease forms), rental rates, transfer fees, and renewal laws established by Lessor.

2. Lessee agrees to pay to Lessor, as annual rental for the Premises, at the address set forth above or such other address as is from time to time specified by Lessor, or of below

	August 1	each year, in advance, during the Term,				
the sum of	1,050.00	DOLLARS for the period of	August 1	2013	to	July 31, 2016
the sum of	1,100.00	DOLLARS for the period of	August 1	2018	to	July 31, 2020
the sum of	1,200.00	DOLLARS for the period of	August 1	2023	to	July 31, 2028
the sum of		DOLLARS for the period of			to	

All payments of rent shall be made with good and sufficient funds

3. Subject to the terms and conditions of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain upon the Premises at all times during the Term one (1) and only one (1) private recreational residence (the "Structure") of not less than nine hundred (900) and/or square feet (or such larger square footage as shall be required by applicable laws, rules or regulations), with sanitary facilities, consented to and approved as required by all governmental agencies having jurisdiction over the Premises; provided, however that if no such Structure exists on the Premises as of the date of this Lease, Lessee, at Lessee's sole cost and expense, shall construct, within two (2) years from the date of this Lease, a Structure complying with the foregoing (and a failure to complete such Structure within such time period shall be a default by Lessee under this Lease). Lessee agrees not to transfer or assign this Lease prior to completion of construction of such Structure, and Lessee acknowledges that transfers and assignments are further restricted as set forth in Paragraph 7 of this Lease. Lessee shall also have the right to construct accessory facilities (individually, a "Facility", any two or more collectively the "Facilities"), for use solely with the Structure, of such type and construction as are normally incident to a private recreational home site, of a nature similar to the Structure, including without limitation a boat or utility well.

Lessee shall cause the plans for Lessee's Property to comply with, and shall cause all Lessee's Property to comply with, the following: (a) all zoning, building, fire, health and sanitary codes and regulations, and (b) any other codes or regulations applicable to Lessee's Property. The Structure and each Facility shall be constructed and installed in strict accordance with the plans therefor consented to by Lessor. In addition to and not in limitation of the foregoing, DESIGN AND LOCATION PLANS FOR EACH SUCH STRUCTURE AND FACILITY (AND FOR ANY CHANGES IN THE LOCATION OR DESIGN THEREOF AND FOR ANY CHANGES, ADDITIONS, RESTORATION OR REPLACEMENTS THEREOF OR THEREON) MUST BE SUBMITTED TO LESSOR IN WRITING WITH CONSENT, AND LESSOR'S WRITTEN CONSENT TO SUCH PLANS MUST BE OBTAINED BY LESSEE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. LESSOR MAY GRANT OR WITHHOLD SUCH CONSENT IN LESSOR'S SOLE DISCRETION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONSENT MAY BE WITHHELD IN THE EVENT THE STRUCTURE OR FACILITY DOES NOT CONFORM TO THE OVERALL ARCHITECTURAL SCHEME OF THE PROJECT, AS DETERMINED BY LESSOR, OR FAILS TO COMPLY WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS RESPECTING THE PREMISES.

No Improvements of any sort or nature, other than the Structure and the Facilities, and no temporary structures of any kind, shall be erected or maintained on the Premises

Lessee's consent to any Facility, or any changes, additions or replacements to any Facility or Structure, may include without limitation a requirement that the same be completed within a specified time period (and a failure to complete within such time period shall be a default by Lessee under this Lease). In no event shall any consent by Lessor to any plans under this Lease constitute, or be construed as constituting, (i) any warranty or certification by Lessor of the engineering or architectural adequacy, sufficiency, feasibility, or soundness of such plans, or (ii) any waiver, release, or discharge by Lessor of Lessee with respect to any Facility Lessee may have to Lessor at law, in equity or otherwise, or (iii) any release or waiver by Lessor of the obligation to understand and agreed that should Lessee fail to construct or maintain a Structure (consented to by Lessor) on the Premises as required by this Paragraph, Lessor may, at its option, cancel this Lease as herein provided for default of Lessee. At all times during the Term, Lessee shall, at Lessee's sole cost and expense, maintain in good order and repair (including without limitation all necessary replacements) Lessee's Property. In the event the Structure is damaged or destroyed by any cause whatsoever, Lessee shall complete construction of the restoration or replacement Structure (consented to by Lessor) as soon as practicable, but in all events within one (1) year from the date of such damage or destruction. Solely with respect to those Structures and Facilities which, as of the first day of the Term, were located in whole or in part within the Project or within any environment buffer from the same established by Lessor by reference to the shoreline of the Reservoir, in no event shall Lessee reconstruct or renovate any such Structure or Facility in any manner which extends beyond the foundation of such respective Structure or Facility existing as of the first day of the Term. Except as expressly provided in the same immediately preceding this sentence, unless consented to in writing by Lessor (which consent may be granted or withheld in Lessor's sole discretion), in no event shall Lessee construct, reconstruct or renovate any Structure or Facility in such a manner that any Structure or Facility is located in whole or in part within any environmental buffer from time to time established by Lessor by reference to the shoreline of the Reservoir or located in whole or in part within the Project.

4. (a) Lessee shall, at Lessee's own cost and expense, provide and maintain in good order and repair (including without limitation replacements) an adequate septic tank or other sewage disposal facilities acceptable to Lessor and approved by all governmental agencies having jurisdiction of the Premises. Lessee shall not permit the discharge of sewage or other objectionable matter in the waters of the Project.

(b) Lessee shall, at Lessee's own cost and expense, provide and maintain in good order and repair (including without limitation replacements) adequate garbage or refuse containers and disposal facilities within, for and upon the Premises or that use public facilities provided for the Premises, and shall not place, or permit to be placed, garbage or refuse, upon the Premises, or on property of other tenants of Lessor in the Project, or on other property of Lessor in the Project.

(c) In Lessee's use and enjoyment of the Premises and of Lessee's rights under this Lease, Lessee shall comply with, and shall cause the Premises to comply with, all federal, state and local statutes, laws, rules and regulations which affect the Project and Premises.

5. Lessee shall neither use nor allow the Premises to be used in such a manner as to endanger health, create a risk of uncontrolled fire, create a nuisance (including but not limited to large fires), conduct or permit any loud or boisterous activities (including but not limited to blasting, dogs or other limiting noises) which could interfere with the quiet and peaceful enjoyment of the recreational property of Lessor associated with the Development, or otherwise be incompatible with overall Project use. Lessee's Users shall abide by, and shall not use the Premises in violation of, such reasonable rules and regulations as Lessor may now or hereafter publish and promulgate with respect to the Project and the tenants and users thereof. Lessee acknowledges and agrees that the rules and regulations may impose reasonable monetary fines for the failure of Lessee's Users to abide by the terms of this Lease and the rules and regulations from time to time published by Lessor.

6. Lessee shall use Lessee's best efforts and all necessary precautions to protect the environmental features of the Project including, without limitation, cooperating with Lessor and all governmental authorities having jurisdiction over the Project in taking measures to prevent soil erosion, to protect existing vegetative cover and to protect water quality in and of the Reservoir.

7. Lessee shall not assign this Lease, or any right of Lessee hereunder, or sublet all or any portion of the Premises, without the express prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. In the event Lessor consents to any such assignment or subletting, or requires the termination of this Lease and the execution of a new lease by the proposed assignee or sublessee, such assignment or subletting or such termination and new lease shall be subject to and upon the then current policies, rules, regulations, terms and conditions of the Premises, in whole or in part, shall be \$20,000.00. Lessee acknowledges that the transfer fee under any new lease shall be the then current transfer fee established by Lessor. Lessee expressly acknowledges and agrees that Lessee may require in connection with such consent, without limitation, (i) the payment of the transfer fee, (ii) the payment of all rent and other current rental rates, transfer fee and renewal rates, (iii) the simultaneous transfer or termination of the existing agreement with Lessor with respect to property located in the Project or Reservoir and the execution of new agreements by the proposed assignee or sublessee on Lessor's then current policies, rules, regulations, and the like applicable to such agreements, (iv) the simultaneous transfer of Lessee's Property (other than as set forth in (v) above) to the proposed assignee or sublessee, and (v) maintenance, renovations, upgrades and repairs to the Structure, Facilities, docks, bathhouses, seawalls, and septic tank or other sewage disposal facilities. Upon any such consent to assignment or subletting, the Premises shall be used solely as a single-family residence. Lessee shall not be relieved of any liability or obligation to Lessor but shall be and remain primarily liable to Lessor hereunder for all rent, and the performance of all obligations of Lessee. Consent by Lessor to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. The Premises shall be used solely as a single-family residence. Lessee shall not use the Premises for, and shall not permit the Premises to be used for, any purpose other than as expressly granted herein, if being expressly agreed by Lessee that the Premises shall not be used for commercial purposes or in any manner or way which would be in violation of any rule, regulation, ordinance, law or decree (respectively for any purpose which might limit or interfere with Lessor's Project operations). In addition to and not in limitation of Lessor's right to terminate this Lease pursuant to Paragraph 21 on account of Lessee's violation of the provisions of this Paragraph 7, in the event Lessee transfers or assigns this Lease, or sublets the Premises, in whole or in part, in violation of the provisions of this Paragraph 7, the transfer fee otherwise payable pursuant to this Paragraph 7 shall be doubled.

8. Lessor reserves the right to grant to either party the right to obtain water from the springs or branches on, across or adjacent to the Premises and Lessee shall have no exclusive right or access to such springs or branches and shall not interfere with others having such right or permit from Lessor.

9. Lessor reserves the unrestricted right to locate or relocate, and to grant the right to locate or relocate, and thereafter use, roadways, rights-of-way and utility easements, on, across or adjacent to the Premises and herein grants to Lessee subject to clear terms and conditions of this Lease, the non-exclusive right of ingress and egress to and from the Premises over existing non-private roads which cross the property of Lessor, and hereby retains and reserves the non-exclusive right of ingress and egress to and from other property of Lessor over existing non-private roads which cross the Premises.

10. By acceptance of this Lease, Lessee expressly acknowledges and agrees that the Premises may or may not be suitable for the purposes for which Lessee desires to use them, and that the Premises may not be in safe or proper condition for such desired use. Lessee further acknowledges that Lessor has not made and makes no warranties or representations with respect to the Premises or the Project, or the accessibility of the Project or the Reservoir to and from the Premises. Lessee hereby agrees to hold harmless, defend and agree to indemnify Lessor from and against any and all loss, cost, claim or demand of any kind or character, including, without limitation, court costs and attorneys' fees, which may in any manner result from or be traceable to the use of the Premises, the Reservoir or the Project by Lessee's Users during the Term. The waiver by Lessee of any claim against Lessor for any injury or damage to persons or property, as herein provided, and Lessee's agreement to indemnify Lessor as a valuable consideration of this Lease, Lessee shall carry, at Lessee's sole cost and expense, a title hazard insurance for the full replacement value of Lessee's Property. To the extent of the insurance required to be maintained by Lessee (but in no event in excess of the fullest extent permitted under O.G.A. Section 13-9-2), Lessee hereby releases Lessor, its agents and

employees from any liability for damage to property or injury to persons, regardless of the cause of such damage or injury. Except as provided in the sentence immediately preceding this sentence and except to the extent O.C.G.A. Sections 61-3-20 et seq. are applicable thereto, the provisions of this Paragraph 10 shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessor, its agents or employees to the extent O.C.G.A. Section 10-9-2 is applicable thereto.

11. Lessee, by acceptance of this Lease, warrants and agrees to use Lessee's best efforts and every precaution to prevent the spread of fire on or from the Premises to lands adjacent thereto and to be liable and responsible for any fire damage to trees or timber of Lessor on the Premises or land of Lessor adjacent thereto that may be, in any manner, traceable to Lessee's use of the Premises.

12. All notices required, necessary or desired to be given under this Lease shall be effective only if given in writing and sent by certified mail, return receipt requested, to Lessor at the above address or to Lessee at the above address, or to such other address as either party, hereto may hereinafter specify by like notice, and said notices shall be deemed received from the date of receipt as shown by said certified mail receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

13. Lessee agrees that Lessor, its officers, agents and employees, and other persons from time to time authorized by Lessor, shall have the right at any and all times to enter upon the Premises in its own business (including but not limited to the right to inspect the Premises for compliance with this Lease), it being understood and agreed that Lessor's right of entry shall always exist and shall not be interfered with, including the right to cut or remove such trees that are deemed desirable or expedient for the protection of Lessor's property and forestry programs or for the use and enjoyment of easement rights from time to time granted or used, or to be granted or used, by Lessor contemplated by Paragraphs 8 and 9 hereof.

14. Lessor reserves the full, unconditional, unrestricted and complete right and privilege to maintain, raise, lower, restrict, control, store, retain, withhold, increase, decrease, release, return, stop, obstruct, divert, or use the waters of the Reservoir in any manner Lessor, its successors or assigns, may deem expedient or desirable in its Project operations as now conducted or as may be conducted in the future. Lessee covenants and agrees that Lessor shall have no liability or obligation to Lessee's Users with respect to maintaining, raising, lowering, restricting, controlling, storing, retaining, withholding, increasing, decreasing, releasing, stopping, obstructing, diverting or using the waters of the Reservoir or the land thereof.

15. Lessee agrees to deliver the Premises at any termination of this Lease in as good condition as when received by Lessee. All taxes which may be assessed on Lessee's Property during the Term shall be paid by Lessee, and proof of such payment shall be delivered to Lessor on request. In the event Lessee shall at any time fail or refuse to pay any tax or assessment (whether charged against Lessee's Property, Lessor may pay said tax or assessment and the amount thereof shall be promptly repaid to Lessor by Lessee on demand).

16. Any failure on the part of Lessee to take action on one or more violations of any term or condition of this Lease shall not be deemed a waiver of its right to take action against any other present or future violators of the same term, or any other term or condition. If any rent or other debt owing by Lessee to Lessor hereunder is collected by or through an attorney-at-law, or if Lessor uses the services of any attorney in order to secure compliance with any provision of this Lease, to recover damages for any breach or default of any provision of this Lease, or to terminate this Lease or evict Lessee, Lessee shall reimburse Lessor upon demand for any and all attorney's fees and expenses so incurred by Lessor.

17. Lessee agrees that use and occupancy of the Premises by Lessee's Users is subject in all respects to the provisions, terms and conditions set forth in the Federal Energy Regulatory Commission license for the Project as now or hereafter amended and in the Federal Power Act, both of which are incorporated herein by reference thereto as a part of this Lease to the extent applicable to place Lessee or its Users on notice thereof and Lessee's Users shall be subject to such provisions, rules and regulations as the Federal Energy Regulatory Commission has issued, or may issue, from time to time. Lessor expressly reserves the use of that portion of the Premises which lies within the Project boundary for Project purposes. Lessee warrants and agrees that such provisions, terms, conditions, orders, rules and regulations may, among other things, prohibit Lessee from building or constructing any new Structure or Facilities located in whole or in part within such boundary, and may prevent Lessee from maintaining, extending, expanding, adding onto, renovating, demolishing and replacing, or otherwise improving, and may require the removal of, any existing Structure or Facilities located in whole or in part within such boundary.

18. Lessee agrees that this Lease and the use and occupancy of the Premises shall be subject to the indenture executed by Lessor and the New York Trust Company, Trustee, and any successor company, including without limitation Chemical Bank, dated March 1, 1941, and supplements thereto, and any replacements thereto or substitutions thereof, and to any and all other rights of the mortgagees and security holders and to all restrictions and provisions therein contained.

19. This Lease shall create the relationship of landlord and tenant only between Lessor and Lessee. No estate shall pass from Lessor to Lessee hereunder. Lessee shall have a usufruct only, not subject to levy, sale or attachment; however, this shall not prevent any sale or attachment on Lessee's personal property located on the Premises. Lessee shall have a usufruct only, not subject to levy, sale or attachment; however, this shall not prevent any sale or attachment on Lessee's personal property located on the Premises.

20. All other terms and conditions contained in this Lease notwithstanding, Lessor shall have the right to terminate this Lease by giving Lessee one hundred twenty (120) days' prior written notice of such termination (in accordance with Paragraph 12 hereof) in the event Lessor elects to flood or backwater over or upon all or any portion of the Premises or to extend or enlarge the Development, or to extend or enlarge the Reservoir or to flood the Premises by raising the dam level of the Reservoir, or such termination is required by or as a consequence of or in order to comply with the Federal Energy Regulatory Commission license for the Project as now or hereafter amended or the Federal Power Act, or any order, rule or regulation the Federal Energy Regulatory Commission has issued, or may issue, from time to time, whereupon the term of this Lease shall end and terminate on the date one hundred twenty (120) days after the giving of such notice and the following shall apply:

(a) (i) On or before the effective date of such termination, Lessee shall remove any and all Lessor's Property from the Premises, the Project and the Reservoir. Lessee shall repair and restore any damage to the Premises, the Project and the Reservoir caused by such removal. (ii) In the event that all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir upon the effective date of such termination, or in the event that all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir upon the expiration of the sixty (60) day period set forth in Subparagraph 21, then in either such event Lessor shall be deemed to have title to such remaining property ("Abandoned Property") and may, but shall not be obligated to, remove or cause to be removed the Abandoned Property at the expense of Lessee, which sum Lessee shall pay to Lessor on demand. Lessor shall have the right to sell and dispose of the Abandoned Property as salvage at private sale and shall be entitled to retain any net proceeds from said sale. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

(b) It is expressly understood that all Lessee's Property that may be placed upon the Premises, the Project or the Reservoir by Lessee's Users is expressly subject to the right of Lessor to flood and backwater over and upon all or any portion of the Premises and to extend or enlarge the Development, and subject to Lessor's right to extend and enlarge the Reservoir to flood the Premises, and is subject to Lessor's right in the extension and expansion of the said operation to flood the Premises by raising the dam level of the Reservoir, with the provision that in the event of said extension or expansion, Lessor, if practicable shall give to Lessee written notice to terminate this Lease as hereinabove provided. Lessee, for itself, its successors, permitted assigns, and subtenants, expressly acknowledges and agrees that all Lessee's Property (including but not limited to the Structure and Facilities) which Lessee's Users may place on the Premises, the Project or the Reservoir shall be placed thereon at the peril of Lessee with full notice and knowledge that Lessor has the right to engage its said operation as herein provided. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

(c) Upon termination of this Lease by Lessor pursuant to this Paragraph 20, any unexpired rent, prorated on a daily basis, which has been collected by Lessor from Lessee, shall be returned to Lessee.

21. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Lease:

- (a) Failure of Lessee to pay the rent when due, on demand;
- (b) Failure of Lessee to pay taxes as provided in Paragraphs 15 and 28;
- (c) Removal by Lessee's Users of growing timber located upon the Premises without prior written permission from Lessor;
- (d) Failure of Lessee to complete construction, reconstruction or restoration of, or repairs, additions, modifications or changes to, a Structure or Facility (contested to by Lessor) within the period prescribed in or pursuant to Paragraph 5;
- (e) Adjustment of Lessee as bankrupt by any court of competent jurisdiction, or voluntary seeking of relief by Lessee under any chapter or provision of any law respecting bankruptcy or debtor relief;
- (f) Premeditated discharging of firearms by Lessee's Users on any property of Lessor;
- (g) Failure of Lessee to dispose properly of sewage, garbage or refuse resulting in violation of Paragraph 4;
- (h) Any violation of the provisions of Paragraph 5;
- (i) Any violation of the provisions of Paragraph 6;
- (j) Any violation of the provisions of Paragraph 7; or
- (k) Failure of Lessee to comply with any covenant, term or condition of this Lease (other than as set forth in (a) through (j) above) after thirty (30) days' written notice from Lessor of such non-compliance; provided, however, such notice and such grace period shall be required to be provided by Lessor and shall be accorded Lessee, if necessary, only two (2) times during any twelve (12) consecutive month period of the Term with respect to a failure to comply with any specific covenant, term or condition of this Lease, and an Event of Default shall be deemed to have immediately occurred upon the third (3rd) failure by Lessee to comply with such covenant, term or condition of this Lease within any twelve (12) consecutive month period of the Term, it being intended by the parties hereto that such notice and such grace period shall not protect against repeated failures to comply with specific provisions of this Lease.

Upon the occurrence of an Event of Default, Lessor, with or without cancelling this Lease, may perform, correct or repair any condition which shall constitute a failure on Lessee's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and may do or cause to be done whatever Lessee is obligated to do under the terms of this Lease (including without limitation the removal of any Structure, Facilities or other improvement located on the Premises in violation of the terms of this Lease), and Lessor may rent the Premises for such purposes, and Lessee shall fully reimburse and compensate Lessor on demand for all costs and expenses which Lessor may thereby incur. All sums so expended shall accrue interest from the date of demand until date of payment at the lesser of the maximum rate permitted by law and the Prime Rate as from time to time specified in the Money Rates column of The Wall Street Journal.

Upon the occurrence of an Event of Default, Lessor may cancel this Lease by giving to Lessee ten (10) days' written notice which shall state the Event of Default for which this Lease is being terminated. At the expiration of said ten (10) day period, Lessee's rights and privileges herein shall cease, with the exception that Lessee shall have sixty (60) days thereafter in which to

the period prescribed in or pursuant to Paragraph 5;

(e) Adjustment of Lessee as bankrupt by any court of competent jurisdiction, or voluntary seeking of relief by Lessee under any chapter or provision of any law respecting bankruptcy or debtor relief;

(f) Premeditated discharging of firearms by Lessee's Users on any property of Lessor;

(g) Failure of Lessee to dispose properly of sewage, garbage or refuse resulting in violation of Paragraph 4;

(h) Any violation of the provisions of Paragraph 5;

(i) Any violation of the provisions of Paragraph 6;

(j) Any violation of the provisions of Paragraph 7; or

(k) Failure of Lessee to comply with any covenant, term or condition of this Lease (other than as set forth in (a) through (j) above) after thirty (30) days' written notice from Lessor of such non-compliance; provided, however, such notice and such grace period shall be required to be provided by Lessor and shall be accorded Lessee, if necessary, only two (2) times during any twelve (12) consecutive month period of the Term with respect to a failure to comply with any specific covenant, term or condition of this Lease, and an Event of Default shall be deemed to have immediately occurred upon the third (3rd) failure by Lessee to comply with such covenant, term or condition of this Lease within any twelve (12) consecutive month period of the Term, it being intended by the parties hereto that such notice and such grace period shall not protect against repeated failures to comply with specific provisions of this Lease.

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Upon the occurrence of an Event of Default, Lessor may cancel this Lease by giving to Lessee ten (10) days' written notice which shall state the Event of Default for which this Lease is being terminated. At the expiration of said ten (10) day period, Lessee's rights and privileges herein shall cease, with the exception that Lessee shall have sixty (60) days thereafter in which to

remove any and all Lessee's Property from the Premises, the Project and the Reservoir. Lessee shall repair and restore any damage to the Premises, the Project and the Reservoir caused by such removal. If at the expiration of such sixty (60) day period all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir, the provisions of Subparagraph 20(a)(4) shall apply. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

22. The terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, their respective successors, heirs, legal representatives, permitted assigns and sub-tenants. This Lease is made and intended as a Georgia contract to be interpreted and enforced under the laws thereof.

23. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can or has been taken, this Lease shall not terminate but there shall be immediately substituted for such invalid or unenforceable provision a like but valid and enforceable provision which most nearly satisfies the ruling of such court and conforms with the original intention of the parties.

24. This Lease constitutes the entire agreement between the parties, and they shall not be bound by any statement, agreement or understanding not contained herein. This Lease shall not be modified, altered, amended or assigned except in writing, executed by both Lessor and Lessee.

25. In addition to the taxes and assessments required to be paid by Lessee with respect to Lessee's Property, Lessee agrees that Lessee shall be responsible for and shall pay all taxes and assessments which may be charged or assessed against the Premises during the term of this Lease, whether such taxes and assessments are legally charged by the applicable taxing authority against Lessor or Lessee. In the event the Premises are returned by Lessor for taxes as part of a tax parcel including other lots or tracts or property owned by Lessor, Lessee shall pay to Lessor an allocable portion of the taxes and assessments charged against Lessor or determined by, at Lessor's discretion, either (a) dividing the total amount of such taxes and assessments applicable to the tax parcel property of which the Premises are a part by number of separate lots or tracts comprising such tax parcel, or (b) multiplying the assessed value of the Premises by the tax rate applicable thereto. Lessee's allocable share of such taxes and assessments shall be paid by Lessee to Lessor within thirty (30) days after receipt by Lessee of the statement therefor from Lessor.

26. Lessee is required to remove or cause to be removed at Lessee's cost and expense all trees, bushes and other growth which endanger and/or cause damage to structures and/or facilities (including without limitation the Structure and Facilities) on the Premises and/or on premises adjacent to the Premises at the request of Lessor. Lessee's obligation in this respect shall be without limitation. Lessee shall pay Lessor for all timber cut or removed at or from the Premises by or at the direction of Lessee. Lessee shall not cut or remove any timber at or from the Premises without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion.

27. Lessee hereby agrees and covenants not to use and will prohibit Lessor's Users from using any tools, equipment or machinery within ten (10) feet of electrical conductors situated on the Premises. Lessee agrees to comply with Official Code of Georgia Section 46-9-90 et seq. (The High-Voltage Safety Act), as now enacted or as hereinafter amended, and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith.

28. (a) Lessee covenants that Lessee's Users will not generate, store, use, treat or dispose of any Hazardous Substances (as such term is hereinafter defined) in, on, under or at the Premises or the Project, except for such Hazardous Substances as are commonly legally used or stored in such quantities as are commonly used or stored as a consequence of using the Premises as a single family residence, but only so long as the use or storage of such substances does not pose a threat to public health or to the environment and does not necessitate any governmental regulation, including but not limited to permitting, notification, reporting, or response or remedial action, under applicable environmental laws. Additionally, Lessee's Users will not use the Premises or the Project as either a permanent or temporary dump site for any Hazardous Substances.

(b) Lessee shall indemnify and hold harmless Lessor from and against any and all losses, fines, penalties, liabilities, strict liability, damages, injuries, expenses, response or remedial costs, reasonable engineer's, expert's and attorney's fees and laboratory costs, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Lessor by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of, the breach of the foregoing covenants or any violation by Lessee's Users of any environmental laws related to the generation, storage, use, treatment, disposal, release or threatened release of Hazardous Substances. Except for actions of Lessee's Users (such as but not limited to renovation or demolition of any improvements) and except for Hazardous Substances in, on or part of any Structure, Facilities or other improvements located on the Premises, the foregoing indemnity does not extend to Hazardous Substances on the Premises as of the date Lessee first went onto the Premises to exercise rights pursuant to this Lease or any prior lease between Lessor and Lessor.

(c) "Hazardous Substances" shall mean any material, constituent, substance or waste currently, or at any time in the future, defined as, classified as or considered toxic, hazardous, infectious or radioactive by any governmental agency or under applicable federal, state, or local law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, constituent, substance or material, as now or at any time hereafter in effect, including but not limited to listed or characteristic hazardous wastes under the Resource Conservation and Recovery Act, as amended, Hazardous Substances as defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, Hazardous Substances as defined under the Georgia Hazardous Site Response Act, asbestos, and asbestos containing material.

The provisions of this Paragraph 28 shall survive cancellation, termination or expiration of this Lease.

SPECIAL STIPULATIONS:

IN WITNESS WHEREOF, Lessee and Lessor hereby execute this Lease under seal on the day and year set forth above.

LESSEE

Mr. George Krivsky _____ SEAL

By _____ SEAL

Witness *Devonda L. Shase* _____

Ashley Lovell _____

ASHLEY LOVELL
NOTARY PUBLIC
 My Comm. Expires 12/31/2015
 HENRIETTA COUNTY, GA

GEORGIA POWER COMPANY - LESSOR

By *Jeff A. Jackson* _____ SEAL

JEFF A. JACKSON
RESOURCE MANAGER

Witness *Robert Hopper* _____

Robert Hopper _____

ROBERT HOPPER
NOTARY PUBLIC
 My Comm. Expires 12/31/2015
 HENRIETTA COUNTY, GA

