

STATE OF Georgia

County of Forsyth

THIS AGREEMENT entered into this 19th day of September, 1980, by and between WOODLAND EQUITIES, INC.

of Forsyth County, State of Georgia

party of the first part, hereinafter referred to as Lessors; and MARTIN-MARIETTA CORPORATION, a Maryland corporation with its principal office in Bethesda, Maryland ~~XXXXXXXXXXXX~~ party of the second part, hereinafter referred to as Lessee.

WITNESSETH:

The Lessors, their heirs, administrators or executors, for and in consideration of the sum of ONE DOLLAR the receipt of which is hereby acknowledged, and in further consideration of the covenants, agreements and the rentals and royalties hereinafter mentioned, do hereby lease, let and convey to the Lessee, its successors or assigns, for a period of 30 years (30) for the purpose hereafter described all that certain tract or parcel of land situated in District 1 & 2 Township, Forsyth County, State of Georgia, said tract being more particularly described as follows:

668 acres, more or less, as described in the five (5) deed forms and one (1) plat, attached hereto as Exhibits A, B, C, D, E and F.



1. TO HAVE AND TO HOLD the above premises together with all privileges and appurtenances unto the Lessee for and during the full term of 30 years (30) from the date lease is brought into effect unless said term is sooner terminated as hereinafter provided, for the sole and only use of the Lessee for mining, quarrying, and removal therefrom by blasting and otherwise deposits of rock, stone, gravel, sand, soil, limestone, minerals or earth as may exist on, in or under said described premises, in such manner as will interfere no more than is reasonably necessary with the possession by the Lessor, together with the full and exclusive right, privilege and option of the Lessee to construct, operate, and maintain quarrying, washing, crushing and other plants, machinery, dams, ponds, canals, power lines.



VII. The Lessors covenant that at the time of execution of this lease they are the owners of the demised premises in fee and have full right to lease or sell same, and that same is free and clear of all encumbrances, and will put the Lessee in actual possession of the premises; except that all tracts other than the tract shown on attached Exhibit "D" are encumbered by security deeds which are not in default. 21  
92

VIII. It is understood and agreed that this agreement may be extended for an additional ten (10) year period upon notice in writing by the Lessee to the Lessor of its intention to extend said agreement at least 30 days prior to the expiration of the first lease period.

IX. This lease agreement is made in order that the Lessee may, in its election, enter on said leased premises for the purposes as set out in paragraph I and II, together with the operation of any related industry or activities which would facilitate or increase the sale and/or marketability of the materials mentioned in paragraph I.

X. It is agreed between the parties that the Lessee may pay off and/or satisfy any and all mortgages or liens against the within demised premises in such manner as it deems best. Such payments made on any mortgage or liens by the Lessee for the account of the Lessors may be deducted from any amounts that might be owed to the Lessors under the terms of this lease. It is further understood that the Lessors will notify the Lessee of any action that may be taken to foreclose on the premises due to any mortgage or lien not paid off by the Lessee.

XI. This lease shall bind and inure to the benefit of the parties and their respective heirs, personal representative, successors and assigns.

XII. Lessee shall have the privilege of extending the option period for the additional periods by paying the Lessor the following:

- a. \$37,500 for the period between August 1, 1981 and February 1, 1982.
- b. \$37,500 for the period between February 2, 1982 and July 31, 1982.
- c. \$75,000 for the period between August 1, 1982 and July 31, 1983; or 5% of the average sales price of materials produced, whichever is greater.

XIII. The lease agreement shall provide for minimum royalty payments in the amount of five (5) percent of the average selling price for the first five-year term of the lease and five and one-half (5½) percent of the average selling price for the sixth year thereafter. The lease will require a one-year notice of cancellation on the part of Martin Marietta Corporation and the minimum tonnage requirement will be 400,000 tons through the third year, 500,000 tons the fourth year, and 600,000 tons thereafter.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals and executed this Agreement in duplicate originals the day and year first above written.

Worland Equities, Inc.  
by *Ernest Thompson*, President (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

*J.P. [Signature]* Part (2) (les) of the first part (SEAL)

..... (SEAL)

Party of the second part

STATE OF GEORGIA, County of Forsyth

THIS INDENTURE, Made this 5th day of November in the

Year of Our Lord One Thousand Nine Hundred and Seventy-nine  
NEWMAN AND COMPANY, R. TURNER BARTENFELD, JAMES D. FLUKER, JR.,  
J. RICHARD STEPHENS, and MRS. CHARLOTTE S. MILLER

of the State of Georgia and County of \_\_\_\_\_ of the first part, and  
WOODLAND EQUITIES, INC.

of the State of Georgia and County of Forsyth of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the  
sum of Ten Dollars and other valuable consideration ~~XXXXX~~

in hand paid, at and before the sealing and delivery of these presents, the receipt of which is  
hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents

do grant, bargain, sell and convey unto the said party of the second part, its  
successors  
heirs and assigns, all that tract or parcel of land comprising all of Land Lots  
1152 and 1204 and part of Land Lot 1151, Second District, First  
Section, Forsyth County, Georgia, and being more fully described  
as follows:

BEGINNING at an iron pin at the northwest corner of Land Lot  
1152 which is the common corner with Land Lots 1136, 1137 and  
1153; running thence north 86 degrees 04 minutes east 1,412.9  
feet to an iron pin at the northeast corner of said Land Lot  
1152; thence south 2 degrees 42 minutes east 681.5 feet along  
the east line of Land Lot 1152 to an iron pin; thence north 87  
degrees 32 minutes east across Land Lot 1151 a distance of  
1,477.0 feet to an iron pin on the east line of Land Lot 1151;  
thence south 1 degree 25 minutes east along the east line of  
Land Lots 1151 and 1204 a distance of 2,152.3 feet to an iron  
pin at the southeast corner of Land Lot 1204; thence south 88  
degrees 45 minutes west along the south line of Land Lot 1204  
a distance of 1,478.4 feet to the southwest corner of Land Lot  
1204; thence north 1 degree 22 minutes west along the west line  
of Land Lot 1204 a distance of 1,431.8 feet to an iron pin at  
the northwest corner of Land Lot 1204; thence south 88 degrees  
54 minutes west 1,357.1 feet along the south line of Land Lot  
1152 to the southwest corner of said land lot; thence north  
4 degrees 28 minutes west 1,303.1 feet along the west line of  
Land Lot 1152 to the northwest corner thereof and the point of  
beginning; said tract containing 114.44 acres as shown on a  
plat of survey for Mary C. Christian, prepared by Higgenbotham  
and James, dated February 23, 1966.

Forsyth County, Georgia  
Real Estate Transfer Tax  
Paid \$ 90.40  
Date 11-8-79  
Carol Miller  
Clerk of Superior Court



LIMITED  
WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF FORSYTH

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ in the  
Year of Our Lord One Thousand Nine Hundred and \_\_\_\_\_ Seventy-nine \_\_\_\_\_ between  
D. DIANE RIVES

of the State of Georgia and County of Forsyth of the first part, and  
WOODLAND EQUITIES, INC., A Georgia  
corporation,  
of the State of Georgia and County of Forsyth of the second part.

WITNESSETH: That the said part Y \_\_\_\_\_ of the first part, for and in consideration of the sum of  
Ten Dollars and other valuable consideration \_\_\_\_\_ Dollars  
in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged,  
has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey  
unto the said part Y \_\_\_\_\_ of the second part, Woodland Equities, Inc., its heirs and assigns,  
all that tract or parcel of land lying and being in Land Lots 1089, 1154, 1200, and 1201,  
Second District, First Section, Forsyth County, Georgia, and being  
more particularly described in Exhibit "A" attached hereto and made a  
part hereof.

This conveyance is subject to zoning ordinances, general utility ease-  
ments serving the within described property, taxes for 1979, and the  
encumbrances more particularly enumerated in Exhibit "B" attached  
hereto and incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and ap-  
purtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and  
behoof of the said party \_\_\_\_\_ of the second part, its heirs and assigns, forever, in Fee Simple.

AND THE SAID party \_\_\_\_\_ of the first part, for herself, her heirs, executors and  
administrators, will warrant and forever defend the right and title to the above described property unto the said  
party \_\_\_\_\_ of the second part, its heirs and assigns, against the lawful claims  
of all persons ~~owning~~ owning, holding or claiming by, through or under such  
party of the first part.

IN WITNESS WHEREOF, the said part Y \_\_\_\_\_ of the first part has hereunto set her hand  
and affixed her seal \_\_\_\_\_ the day and year first above written.

Signed, sealed and delivered in presence of:

*Shirley R. Hughes*  
(Unofficial Witness)

*Mary S. Sellers*  
(Notary Public)

Notary Public, Georgia, State at Large  
My Commission Expires Sept. 24, 1982

*D. Diane Rives* (Seal)  
D. DIANE RIVES

\_\_\_\_\_ (Seal)

EXHIBIT "A"

Tract 1

ALL THAT TRACT or parcel of land lying and being in Land Lot 1089 of the 2nd District, 1st Section of Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at the Northeast corner of Land Lot 1089; thence South 253.80 feet to an iron pin; running thence N 89 Degrees 15 Minutes 11 Seconds West a distance of 686.37 feet to an iron pin; thence North 253.80 feet to an iron pin on the North line of Land Lot 1089; running thence S 89 Degrees 15 Minutes 11 Seconds E a distance of 686.37 feet to the point of beginning.

ALSO all that tract or parcel of land lying and being in Land Lot 1089 of the 2nd District, 1st Section of Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found on the North line of Land Lot 1089 686.37 feet West of the common corner formed by the Northeast corner of Land Lot 1089, the Northwest corner of Land Lot 1088, the Southwest corner of Land Lot 1067 and the Southeast corner of Land Lot 1066; running thence South 253.8 feet to an iron pin; running thence N 89 Degrees 15 Minutes 11 Seconds W a distance of 171.63 feet to an iron pin; running thence North 253.8 feet to the North line of Land Lot 1089; running thence S 89 Degrees 15 Minutes 11 Seconds E a distance of 171.63 feet to the point of beginning.

TRACT 11

ALL THAT TRACT or parcel of land lying and being in Land Lots 1154, 1200 and 1201 of the 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Being all of Land Lot 1200, all of Land Lot 1201 and the southern portion of Land Lot 1154 according to the following courses and distances: Beginning at the southwest corner of Land Lot 1154 which is the common corner of Land Lot 1154, 1155, 1200 and 1201 and running thence along the west line of Land Lot 1154 north 0 Degrees 02 Minutes east 915.75 feet to a point; thence running north 90 Degrees 0 Minutes east (due East) 1,378.9 feet to the east line of Land Lot 1154; thence running south along the east line of Land Lot 1154 to the south line of the said Land Lot; thence running west along the south line of the said Land Lot to the said southwest corner of Land Lot 1154 ( all of the foregoing described land containing 120.00 acres all according to that certain survey for Sanford H. Orkin dated June 22, 1973, revised October 14, 1975, prepared by Wilson Long, Ca. R.L.S. No 1685)

EXHIBIT "B"

- 1) 1979 ad valorem taxes.
- 2) Easements to Forsyth County Electric Membership Corporation as follows:
  - (a) Dated July 19, 1938, recorded in Deed Book 17, Page 25, Forsyth County, Georgia Records;
  - (b) Recorded in Deed Book 17, Page 88;
  - (c) Dated July 25, 1938, recorded in Deed Book 17, Page 8;
  - (d) Dated July 18, 1938, recorded in Deed Book 17, Page 79;
  - (e) Dated July 19, 1938, recorded in Deed Book 17, Page 242.
- 3) Right-of-way deed and easements to Forsyth County dated June 20, 1969, recorded in Deed Book 85, Page 400, aforesaid records.
- 4) Rights of upper and lower riparian owners in and to the waters of branches crossing this property and the natural flow thereof, free from diminution and pollution.
- 5) Easements to Sawnee Electric Membership Corporation
  - (a) Dated July 21, 1959, recorded in Deed Book E, Page 25;
  - (b) Dated September 17, 1959, recorded in Deed Book E, Page 90;
  - (c) Dated May 1, 1962, recorded in Deed Book E, Page 511;
  - (d) Dated January 12, 1965, recorded in Deed Book 53, Page 414;
  - (e) Dated May 23, 1967, recorded in Deed Book 72, Page 212;
  - (f) Dated January 31, 1969, recorded in Deed Book 82, Page 197 and
  - (g) Dated December 6, 1973, recorded in Deed Book 130, Page 391, aforesaid records.
- 6) The following, as shown on plat of survey by Bates-Long & Associates, Surveyors, dated June 22, 1973:
  - (a) A public road crossing the property along the northern portion of Land Lot 1201 and southern portion of Land Lot 1154;
  - (b) Branch crossing eastern portion of Land Lots 1154 and 1201;
  - (c) Public road located on west line of Land Lot 1200.
- 7) Easements for roads and rights-of-way actually crossing the property including rights incident to possible cemeteries located thereon.
- 8) Right-of-way Deed to Forsyth County for roads dated July 24, 1967, recorded in Deed Book 74, Page 284, aforesaid records.
- 9) Rights of tenants in possession, if any.

## WARRANTY DEED

STATE OF GEORGIA  
 COUNTY OF FORSYTH

Forsyth County, Georgia  
 Real Estate Transfer Tax  
 Paid \$ 700.00  
 Date 11-2-79  
 Cecil McQueen  
 Clerk of Superior Court

THIS INDENTURE, made this 2nd day of November, in the Year of Our Lord Nineteen Hundred and Seventy-nine between

ROBERT D. TRAMMELL, JR.,

of the State of Georgia, and County of Fulton, of the first part  
 and

WOODLAND EQUITIES, INC., A Georgia Corporation

of the State of Georgia and County of Forsyth of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of property exchange, no money involved, that is for all of that land lying and being in the Second District and First Section of Forsyth County, Georgia, and being in Land Lots 731, 732, 782, 802, and 803, and being shown on a plat by Thomas M. Patton, RLS, recorded in Plat Book 7, page 121, Forsyth County records, now owned by said party of the second part, the party of the first part does hereby by this Warranty Deed exchange the following described real property now owned by the party of the first part to the party of the second part, all that tract of land lying and being in the Second District and First Section of Forsyth County, Georgia, more fully described as follows:

All that tract or parcel of land lying and being in Land Lot Nos. 1136, 1153, 1202, and 1203 of the Second District and First Section of Forsyth County, Georgia, and being all of said Land Lots 1136, 1153, 1202, and 1203, each Land Lot containing 40 acres, more or less.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit, and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for his heirs and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against the claims of all persons who have



WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FORSYTH

THIS INDENTURE, made this 18th day of February in the Year of Our Lord One Thousand Nine Hundred and Eighty between

**PERRY JACK PRITCHARD**

of the State of Georgia and County of Forsyth of the first part, and

**WOODLAND EQUITIES, INC., a Georgia corporation,**

of the State of Georgia and County of Forsyth of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

Ten Dollars and other valuable consideration Dollars,

in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged,

has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey

unto the said party of the second part Woodland Equities, Inc., its heirs and assigns,

all that tract or parcel of land ~~xxxxxxx~~ comprising all of Land Lot 1220, Second

District, First Section, Forsyth County, Georgia, and being more fully

shown on a plat entitled "Survey for Woodland Equities, Inc.", prepared

by Chester M. Smith, Registered Land Surveyor, dated February 12, 1980,

and recorded in Plat Book 12, page 36, Clerk's Office, Superior Court

of Forsyth County. Said plat being incorporated in and made a part of this description by reference thereto.

Forsyth County, Georgia

Real Estate Transfer Tax

Paid \$ 65.40

Date 2-19-80

Cecil McClure

Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part its heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for himself, his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said party of the second part its heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered in presence of:

W. B. Price  
(Official Witness)

Perry Jack Pritchard (Seal)  
PERRY JACK PRITCHARD

Henry A. Mullins  
(Notary Public)

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FORSYTH

THIS INDENTURE, made this 21st day of November in the Year of Our Lord One Thousand Nine Hundred and Seventy-nine between

JACK L. POTEAT and FLORA H. POTEAT

of the State of Georgia and County of Fulton of the first part, and

WOODLAND EQUITIES, INC., a Georgia corporation,

of the State of Georgia and County of Forsyth of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration Dollars,

in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey

unto the said parties of the second part, Woodland Equities, Inc., its heirs and assigns, all that tract or parcel of land lying and being in Land Lots 1138, 1150, and 1151 of the Second District, First Section, Forsyth County, Georgia, being all of said Land Lot 1138, all of said Land Lot 1150, and the Northern portion of said Land Lot 1151, and being more particularly described on the attached Exhibit "A" which is a part of this instrument.

Forsyth County, Georgia  
Real Estate Transfer Tax

Paid \$ 105.80

Date 11-21-79

Cecil Mechor

Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, its heirs and assigns, forever, in Fee Simple.

AND THE SAID parties of the first part, for themselves, their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the second part, its heirs and assigns, against the lawful claims of all persons whomsoever.

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

Witness sealed and delivered in presence of:

*[Signature]*  
Notary Public

*[Signature]*  
Notary Public

*[Signature]*  
Notary Public

*[Signature]*  
JACK L. POTEAT (Seal)

FLORA H. POTEAT (Seal)

*[Signature]*

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 1138, 1150, and 1151 of the Second District, First Section, Forsyth County, Georgia, being all of said Land Lot 1138, all of said Land Lot 1150, and the Northern portion of said Land Lot 1151, and being more particularly described as follows:

BEGINNING at an iron pin set and a rock found at the corner common to said Land Lots 1138, 1151, and 1150 with Land Lot 1139 of said district and section; running thence North  $89^{\circ} 59'$  East along the North line of said Land Lot 1150, which North line of said Land Lot 1150 forms an interior angle of  $270^{\circ} 37'$  with the East line of said Land Lot 1138 a distance of 1,396.8 ft. to an iron pin set and a rock found at the Northeast corner of said Land Lot 1150; running thence South  $00^{\circ} 03'$  West along the East line of said Land Lot 1150, which East line of said Land Lot 1150 forms an interior angle of  $89^{\circ} 56'$  with the North line of said Land Lot 1150 a distance of 1,360.8 ft. to an iron pin found at the Southeast corner of said Land Lot 1150; running thence North  $89^{\circ} 30'$  West along the South line of said Land Lot 1150, which South line of said Land Lot 1150 forms an interior angle of  $89^{\circ} 35'$  with the East line of said Land Lot 1150 a distance of 1,359.4 ft. to an angle iron found at the Southwest corner of said Land Lot 1150; running thence North  $00^{\circ} 01'$  East along the West line of said Land Lot 1150 (being along the East line of property now or formerly owned by Mary C. Christian and Jan Perdue Chase), which West line of said Land Lot 1150 forms an interior angle of  $90^{\circ} 29'$  with the South line of said Land Lot 1150 a distance of 712 ft. to an iron pin found; running thence South  $89^{\circ}$  West along a North line of said Christian and Chase property, which North line forms an interior angle of  $271^{\circ} 01'$  with the West line of said Land Lot 1150 a distance of 1,475.9 ft. to an iron pin found on the West line of said Land Lot 1151; running thence North  $01^{\circ} 18'$  West along the West line of said Land Lot 1151 which West line of said Land Lot 1151 forms an interior angle of  $90^{\circ} 18'$  with the last preceding course a distance of 681.5 ft. to an iron pin found at the Northwest corner of said Land Lot 1151; running thence North  $01^{\circ} 12'$  East along the West line of said Land Lot 1138, which West line of said Land Lot 1138 forms an interior angle of  $177^{\circ} 30'$  with the West line of said Land Lot 1151 a distance of 1,206.5 ft. to an iron pin set and a rock found at the Northwest corner of said Land Lot 1138; running thence North  $88^{\circ} 25'$  East along the North line of said Land Lot 1138, which North line of said Land Lot 1138 forms an interior angle of  $92^{\circ} 47'$  with the West line of said Land Lot 1138 a distance of 1,442.7 ft. to an iron pin found at the Northeast corner of said Land Lot 1138; running thence South  $00^{\circ} 36'$  West along the East line of said Land Lot 1138, which East line of said Land Lot 1138 forms an interior angle of  $87^{\circ} 49'$  with the North line of said Land Lot 1138 a distance of 1,264.3 ft. to the point of beginning, being a tract of land containing 105.79 acres, as shown on the blueprint of survey to which reference is made, prepared by Fred Wilson Long, a Georgia Registered Land Surveyor, dated August 1 1971.

*[Handwritten signature]*  
FP.

FIRST AMENDMENT TO AGREEMENT DATED SEPTEMBER 19,  
1980, BETWEEN WOODLAND EQUITIES, INC., A GEORGIA  
CORPORATION, AS LESSOR, AND MARTIN-MARIETTA CORPORA-  
TION, A MARYLAND CORPORATION, AS LESSEE

On September 19, 1980, WOODLAND EQUITIES, INC., as Lessor,  
entered into an Agreement with MARTIN-MARIETTA CORPORATION, as  
Lessee, covering 668 acres, more or less, as described in  
Exhibits "A", "B", "C", "D", "E" and "F", attached to said  
Agreement, a copy of which Agreement is attached hereto as  
Exhibit "1" and made a part hereof.

The parties now desire to amend said Agreement by adding  
thereto additional acreage to the description contained therein,  
and by deleting therefrom certain acreage now contained therein,  
with the same force and effect as if the property described in  
Exhibit "2" attached hereto and made a part hereof had been a  
part of the above-described Agreement, or not contained there-  
in which is deleted hereby, at the time the property was  
leased on September 19, 1980.

Except as modified herein, all other terms and conditions  
of the Agreement shall remain the same, and in full force and  
effect and unchanged and all terms and conditions thereof are  
hereby affirmed.

IN WITNESS WHEREOF, the parties hereto affix their hands  
and seals as of the 28th day of May, 1981.

"LESSOR"

WOODLAND EQUITIES, INC.

By: Emory [Signature] (SEAL)

Its: [Signature]

As to Lessor:  
Signed, sealed and delivered  
in the presence of:

Witness

Richard W. [Signature]  
Notary Public

Notary Public, Georgia, State of Large  
My Commission Expires January 11, 1983

"LESSEE"

MARTIN-MARIETTA CORPORATION

By: Stephen P. Zehrk, Jr. (SEAL)

Its: President  
Construction Appropriation Division

As to Lessee:  
Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

500                      1980

SECOND AMENDMENT TO AGREEMENT DATED SEPTEMBER 19,  
1980, BETWEEN WOODLAND EQUITIES, INC., A GEORGIA  
CORPORATION, AS LESSOR, AND MARTIN-MARIETTA CORPORA-  
TION, A MARYLAND CORPORATION, AS LESSEE

On September 19, 1980, WOODLAND EQUITIES, INC., as Lessor, entered into an Agreement with MARTIN-MARIETTA CORPORATION, as Lessee, covering 668 acres, more or less, as described in Exhibits "A", "B", "C", "D", "E" and "F" attached to said Agreement and said Agreement was amended to add additional acreage and to delete therefrom certain acreage by the First Amendment to Agreement between the parties dated as of May 28, 1981.

The parties now desire to amend said Agreement by adding thereto additional acreage to the description contained therein with the same force and effect as if the property described in Exhibit "A" attached hereto and made a part hereof had been a part of the above-described Agreement at the time the property was leased on September 19, 1980.

EXCEPT as modified herein, all other terms and conditions of the Agreement, as modified, shall remain in full force and effect and unchanged and are hereby affirmed.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals as of the 31st day of July, 1981.

"LESSOR"

WOODLAND EQUITIES, INC.

As to Lessor:  
Signed, sealed and delivered  
in the presence of:

BY: [Signature] (SEAL)  
Its: President

Witness  
[Signature]  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires January 11, 1987

"LESSEE"

MARTIN-MARIETTA CORPORATION

As to Lessee:  
Signed, sealed and delivered  
in the presence of:

BY: [Signature] (SEAL)  
Its: President

Witness  
[Signature]  
Notary Public

Construction Aggregates Division

(24)

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FORSYTH

Amount 279.00  
Date 8-3-81  
Billy Gilbert  
Tax Collector, Forsyth Co.  
Cumming, Ga.

THIS INDENTURE, made this 31st day of July in the Year of Our Lord One Thousand Nine Hundred and Eighty-one between

LEE A. MCGINNIS  
of the State of Georgia and County of DeKalb of the first part, and  
WOODLAND EQUITIES, INC., a Georgia corporation,  
of the State of Georgia and County of Forsyth of the second part.

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, ha s granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell and convey unto the said part Y of the second part, Woodland Equities, Inc., its heirs and assigns, all that tract or parcel of land lying and being in

All that tract or parcel of land lying and being in Land Lots 424 and 445, First District, First Section, and in Land Lot 1268, Second District, First Section, Forsyth County, Georgia, and more fully shown on a plat of Survey for Woodland Equities, Inc., by Chester M. Smith, Jr., Registered Land Surveyor No. 1445, dated June 4, 1981, recorded in Plat Book 17, page 48, Clerk's Office, Superior Court of Forsyth County, said plat and record thereof being incorporated in and made a part of this description by reference, and containing 64.24 acres, more or less. Also, a 60 ft. easement as shown on said survey, in Land Lot 444, First District, First Section, Forsyth County, Georgia, for ingress and egress, beginning at Boyd Road and ending at the land lot line dividing Land Lots 445 and 444.

Forsyth County, Georgia  
Real Estate Transfer Tax  
Paid \$ 102.80  
Date 8-3-81  
Clew McIlwain  
Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said part Y of the second part, its heirs and assigns, forever, in Fee Simple.

AND THE SAID part Y of the first part, for himself, his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said part Y of the second part, its heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part ha s hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed and delivered in presence of:  
Shirley McIlwain  
(Unofficial Witness)  
Lerna B. Lee  
(Notary Public, Georgia State at Large  
My Commission Expires Oct. 5, 1984)

Lee A. McGinnis (Seal)  
LEE A. MCGINNIS  
(Seal)  
(Seal)

EXHIBIT "A"

MARTIN MARIETTA/FORSYTH CO., ET AL.

PLAINTIFFS' EXHIBIT LIST

EXH NO	DEPO EX	DATE	DESCRIPTION	OFF'D	ADM.
1.		09/25/98	Zoning Application No. 2298		
2.			Planning Commission's Recommendations of Rezoning No. 2298		
3.	Lewis-1		Martin Marietta and Ernst Enterprises' Lease Agreement		
4.	Lewis-2		Martin Marietta and Woodland Equities' Lease Agreement with First and Second Amendments		
5.	Lewis-3		Aerial photographs of Martin Marietta's property		
6.	Lewis-4		Topographical map of Martin Marietta's property		
7.	Jenkins-6		Planning Department review and comments for Zoning Application No. 2298		
8.	Bennett-1	01/25/99	Agenda and request for January 25, 1999		
9.	Bennett-3	01/25/99	Minutes from the Forsyth County Board of Commissioner's regular meeting dated January 25, 1999		
10.	Bennett-2	02/08/99	Minutes from the Forsyth County Board of Commissioner's regular meeting dated February 8, 1999		
11.	Bennett-5		Letter granting Rezoning and Application No. 1573		
12.	Bennett-4		Letter granting Rezoning and Application No. 1592		



EXH NO	DEPO EX	DATE	DESCRIPTION	OFF'D	ADM.
13.	Jenkins-7	11/10/98	Letter to Leonard Callas from the Forsyth County Department of Planning and Development dated November 10, 1998		
14.	Jenkins-8	02/03/99	Letter from George Butler to Chairman Bill Jenkins dated February 3, 1999 and attachments		
15.		12/29/98	Forsyth County Planning Commission Regular Meeting Agenda, dated December 29, 1998		
16.		06/21/99	Letter from Jim Warren to Larry Lewis dated June 21, 1999		
17.		07/28/99	Letter from Jim Warren to Larry Lewis dated July 28, 1999		
18.		07/07/99	Letter from Todd Long to Tim Allen dated September 7, 1999		
19.		09/10/99	Letter from Larry Lewis to Tim Allen dated September 10, 1999		
20.		01/07/99	Letter from Peter Calabro to George Butler dated January 7, 1999		
21.		07/26/79	Letter from Emory Lipscomb to Edsel Martin dated July 26, 1979		
22.		09/11/86	Letter from Al Lindseth to Leroy Hubbard dated September 11, 1986		
23.		09/04/86	Letter from John Long to Leroy Hubbard dated September 4, 1986		
24.		03/17/89	Letter from Stevie Mills to Chris Hagy dated March 17, 1989		
25.		09/11/86	Minutes from the Forsyth County Board of Commissioners Mining Ordinance Public Hearing dated September 11, 1986		

EXH NO	DEPO EX	DATE	DESCRIPTION	OFF'D	ADM.
26.		03/03/99	Letter to Stevie Mills from Chris Hagy dated March 3, 1999		
27.			Ordinance No. 37		
28.		11/09/81	Forsyth County Resolution dated November 9, 1981		
29.			Zoning Ordinance of Forsyth County 1979 to 1980		
30.	Lewis-5		Martin Marietta study area map		
31.		12/29/98	Minutes from the Planning Commission's Regular Meeting dated December 29, 1998		
32.		11/24/98	Minutes from the Forsyth County Planning Commission's Regular Meeting dated November 24, 1998		
33.		11/04/81	Certificate of Zoning Compliance to Georgia Marble dated November 4, 1981		
34.		07/26/79	Letter from Edsel Martin to Emory Lipscomb dated July 26, 1979		
35.		02/11/92	Letter from Al Lindseth to Donald Major dated February 11, 1992		
36.		05/25/79	Letter from John Shinall to Emory Lipscomb dated May 25, 1979		
37.			Forsyth County Planning Commission Recommendation of Rezoning Application No. 1573		
38.		02/08/99	Proposed M-2 Rezoning conditions for Zoning Application No. 2298 by Ernst Enterprises of Georgia, submitted February 8, 1999		

EXH NO	DEPO EX	DATE	DESCRIPTION	OFF'D	ADM.
39.			Blue Ridge engineering reports prepared for Ernst Enterprises of Georgia		
40.		02/08/99	Transcript of tape of February 8, 1999 - Forsyth County Board of Commissioner's meeting		
41.	DUP OMIT	05/27/92	Letter from Al Lindseth to the Forsyth County Board of Commissioners (Donald Major) dated <del>May 27</del> , Feb. 11, 1992		
42.	DUP OMIT		Zoning Application File No. 1592 [Dup #12]		
43.	DUP OMIT		Zoning Application File No. 1573 [Dup #11]		
44.			February 12, 1986 letter and permit application to Stevie Mills		
45.			Ordinance No. 30		
46.			Ordinance No. 31		
47.			Forsyth Plant Performance Summaries (1988 - 1999)		
48.		12/27/85	Letter From Stevie Mills to Thomas Threatt dated December 27, 1985		
49.			Woodland Equities title documents to property		
50.	DUP OMIT		Martin Marietta Corporation's lease of property [Dup #3]		
51.	DUP OMIT		Ernst Enterprises of Georgia sub-lease of property [Dup #4]		
52.			Ordinance 30-H		
53.			1973 Ordinance		
54.			1979 Ordinance		

EXH NO	DEPO EX	DATE	DESCRIPTION	OFF'D	ADM.
55.	DUP OMIT		1981 Ordinance [Dup #20]		
56.		09/22/98	Transmittal letter from Blue Ridge Engineering to Dawn Hamby		
57.		01/17/00	Letter from George Butler to Jeff Watkins dated January 17, 2000		
58.			Ordinance 30-J		
59.	DUP OMIT	11/11/86	Letter from Al Lindseth to Leroy Hubbard dated November Sept. 11, 1986 [Dup #22]		
60.		03/17/89	Letter from Stevie Mills to Chris Hagy dated March 17, 1989		
61.		03/03/89	Letter to Stevie Mills from Chris Hagy dated March 3, 1989		
62.	DUP OMIT	09/11/86	Minutes from the Mining Ordinance public hearing dated September 11, 1986 [Dup #25]		
63.		01/15/86	Letter from Horace Willson dated January 15, 1986		
64.			Memorandum entitled Forsyth Quarry Site additional information		
65.			Martin Marietta grading permit application and application for permit under the tributary protection code		
66.		02/20/86	Memoranda regarding these applications dated February 20, 1986		
67.			Martin Marietta's permit file for grading permit application for surface mining permit		
68.		11/22/85	Letter from Vibra-tech South Engineers		

EXH NO	DEPO EX	DATE	DESCRIPTION	OFF'D	ADM.
69.			Report from Wapora, Inc.		
70.			Zoning review checklist for Zoning Application No. 2298		
71.	<b>DUP OMIT</b>	02/03/99	Letter from George Butler to Chairman Jenkins dated February 3, 1999 [Dup #14]		
72.	<b>DUP OMIT</b>	09/25/98	Zoning Application No. 2298 dated 9/25/1998 [Dup #1]		
73.			Georgia Marble file		
74.		12/11/85	Wapora Report dated December 11, 1985		
75.		01/24/86	Letter from Chad Braley to John Long		
76.		11/17/98	Letter from George Butler to Commissioners dated November 17, 1998		
77.		11/18/98	Letter from George Butler dated November 18, 1998		
78.		12/18/98	Letter to 124 neighbors from George Butler dated December 18, 1998		
79.		01/20/99	Letter from George Butler to Bill Jenkins dated January 20, 1999		
80.		01/20/99	Letter from George Butler to Commissioners dated January 20, 1999		
81.	<b>DUP OMIT</b>	02/03/99	Letter from George Butler to Commissioners dated February 3, 1999 [Dup #14]		
82.		04/24/90	Letter from R. Paxton Badham, Jr. to Alan Durant, RMC Industries		