

## COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA

COUNTY OF JACKSON

THIS LEASE, made this 1<sup>ST</sup> day of MARCH, 2025, by and between **Sheila Patterson and Rickie Lance**, first party (hereinafter called "Landlord"), and **Sylvanus Memorial Treatment Centers, Inc.**, A Nevada corporation, second party (hereinafter called "Tenant");

### WITNESSETH:

#### 1. DEFINITIONS.

The following terms as defined below, are used generally in this Lease. Additional terms, as employed in the specific Sections hereunder, are defined pursuant to those Sections.

*Additional Rental* is defined in Section 5 of this Lease.

*Base Rental* means the monthly rental calculated and payable pursuant to Sections 4 and 5 of this Lease.

*Building* means that building which is located at 734 Hospital Road, Commerce, Georgia 30530, within the Property, together with any additions, replacements or alterations to it.

*Buildings* means Building and any other buildings located on the property.

*Landlord* is defined in the first paragraph of this Lease.

*Property* means that tract or parcel of land and any improvements thereon as described in the attached **Exhibit "A"** which is by this reference incorporated in this Lease.

*Tenant* is defined in the first paragraph of this Lease.

*Total Rental* means Base Rental and Additional Rental as may be due and owing to Landlord under this Lease.

#### 2. DEMISED PREMISES.

The Landlord, for and in consideration of the rentals, covenants, agreements and stipulations hereinafter mentioned, reserved and (contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these present does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the Property.

#### 3. LEASE TERM.

To have and to hold the same for the term to commence on the 1<sup>st</sup> day of March, 2025, and ending on the 28<sup>th</sup> day of February, 2026, at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Lease Term").

#### 4. BASE RENTAL.

The Tenant agrees to pay to the Landlord promptly on the first day of each month in advance, during the Lease Term, a monthly base rental of Two Thousand Four Hundred Dollars (\$2,400.00). The aforesaid payments of rent are to be deposited into the bank account of Landlord at Regions Bank, that account number being 0280085679, or at such other place as Landlord may from time to time designate in writing to Tenant.

#### 5. ADDITIONAL RENTAL.

In addition to the Base Rental required to be paid pursuant to the terms of this Lease, Tenant agrees to pay, as additional rent, all sums and other charges required to be paid by Tenant pursuant to other provisions to this Lease, whether or not the same be designated "Additional Rental" (hereinafter called "Additional Rental"), and Landlord shall have the same remedies for Tenant's failure to pay same when and as required, as if it constituted Base Rental.

#### 6. CONSTRUCTION OF THIS AGREEMENT.

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

#### 7. UTILITIES: ELECTRICITY AND OTHERS.

7.1 Tenant shall be solely responsible for all charges for gas, electricity, telephone and other utility services used, rendered, supplied or imposed upon the Property regardless of who is the supplier and shall indemnify Landlord and save it harmless against any liability or charges on account thereof. If Tenant does not pay said utility charges when due, Landlord may pay same, and such payment shall be added as Additional Rental hereunder.

7.2 Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, whether or not provided by Tenant or Landlord, and that, if any equipment installed by Tenant shall require additional utility facilities, the same shall be furnished and installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

#### 8. USE AND CARE OF PREMISES.

The Property shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on any Buildings or the Property. Tenant shall not use, store or dispose of, or permit the use, storage or disposal of, upon any Buildings or the Property, any hazardous, toxic or flammable materials, contaminants, oil, radioactive or other material the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit. If any such materials are brought into any Buildings or the Property by Tenant, Tenant shall, at Tenant's sole expense, cause the immediate removal thereof.

#### 9. ABANDONMENT OF THE PREMISES.

Tenant agrees not to abandon or vacate the Property during the period of this Lease and agrees to use the Property for the purpose herein leased until the expiration hereof.

#### 10. REPAIRS BY LANDLORD.

Landlord agrees to keep in good repair the roof (including structure, deck, insulation, flashing and membrane), provided, however, that Landlord shall not be responsible for any and all repairs rendered necessary by the negligence of Tenant, its agents, employees or invitees. Landlord gives to Tenant exclusive control of the Property and shall be under no obligation to inspect same. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

#### 11. REPAIRS BY TENANT.

Tenant accepts the Property in its present condition and as suited for the uses intended by Tenant. Tenant shall, through the Lease Term and all renewals thereof, at its expense, maintain in good order and repair the Property, including the Building, and other improvements located thereon, except those repairs expressly required to be made by Landlord. In the event Tenant fails to make said repairs, then Landlord may, but shall not be obligated to, make such repairs in which event Tenant shall promptly reimburse Landlord for all expenses incurred thereby, said expenses constituting Additional Rental hereunder. Tenant agrees to return the Property to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Aside from the aforesaid repairs. Tenant shall not make any alterations, additions or improvements to the Property without the prior written consent of Landlord pursuant to Section 19 below.

Landlord and Tenant shall divide the cost evenly for the repair of heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating unit). The Tenant shall not cause any work to be done on said equipment without the express written permission of the Landlord. Payment for any work performed on said equipment without the express written permission of the Landlord shall be the sole responsibility of the Tenant.

#### 12. REAL ESTATE TAXES.

Tenant shall pay upon demand, as Additional Rental during the Lease Term and any extension or renewal thereof, all real estate taxes and assessments and any and all other ad valorem taxes, charges and assessments (including, without limitation, general and special assessments no matter how designated), of every kind and nature, payable by Landlord with respect to the Property or the Building or both above. Tenant's cost shall include the cost, including attorneys', tax consultants' and appraisal fees, of any negotiation, contest or appeal pursued by Landlord in an effort to reduce or limit the increase of any present or future tax or assessment on which any tax or other imposition provided for in this Section is based. If any year of the Lease Term fails to coincide with the tax years, then any tax for the tax year during which the Lease Term begins or ends shall be reduced by the pro rata part of such tax year falling outside the Lease Term.



### 13. INSURANCE.

Tenant shall pay upon demand, as Additional Rental during the Lease Term and any extension or renewal thereof, Landlord's cost of all insurance (including, but not limited to, general liability and property damage) on the Property for each year. If any year of the Lease Term fails to coincide with the insurance years, then any premium for the insurance year during which the Lease Term begins or ends shall be reduced by the pro rata part of such insurance year falling outside the Lease Term.

### 14. DESTRUCTION OF OR DAMAGE TO PREMISES.

If the Property is totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. If the Property is damaged but not wholly destroyed by any of such casualties, Base Rental shall abate in such proportion as use of the Property has been destroyed, and Landlord shall restore same to substantially the same condition as before damage as speedily as practicable, whereupon full Base Rental shall commence.

### 15. GOVERNMENTAL ORDERS.

15.1 Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Property. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to the Total Rental, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this Lease by giving written notice of termination to the other party, by registered or certified mail, which termination shall become effective Sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice, unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of the Total Rental, or secure payment of said sum in manner satisfactory to party giving notice.

15.2 Tenant waives the benefits of all existing and future rent control legislation and statutes and similar governmental rules and regulations, whether in time of war or not, to the full extent permitted by law.

### 16. CONDEMNATION.

If the whole of the Property, or such portion thereof as will make same unusable for the purposes herein leased, shall be condemned by any legally constituted authority or taken by private purchase in lieu thereof for any public use or purpose, then in either of said events the Lease Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

## 17. ASSIGNMENT AND SUBLETTING.

Tenant may not, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublease the Property or any part thereof, or permit the use of the Property by any party other than Tenant. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability. Should Landlord permit any assignment or subletting by Tenant and should the monies received as a result of such assignment or subletting (when compared to the monies still payable by Tenant to Landlord) be greater than would have been received hereunder had not Landlord permitted such assignment or subletting, then the excess shall be payable by Tenant to Landlord, it being the parties' intention that Landlord, in consideration for Landlord's permitting such assignment or subletting, shall receive any profit from any such assignment or subletting.

## 18. TENANT IMPROVEMENTS AND REMOVAL OF FIXTURES.

18.1 In the event any mechanics', laborers', materialmens' or other liens shall be filed against the Property or any part of the Property or any Buildings or other improvements thereon by reason of work, labor, services or materials performed or furnished to or at the instance of Tenant or to anyone holding the Property through or under Tenant, Tenant shall forthwith cause the same to be so discharged of record or bonded with security satisfactory to Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded with security satisfactory to Landlord after being notified of the filing thereof, then in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord together with interest at the rate of fifteen percent (15%) per annum and all costs and expenses, including all attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rental on the first day of the next following month, or may, at Landlord's election, be subtracted from any sums owing to Tenant.

18.2 All trade fixtures and trade apparatus owned and installed by Tenant in the Property shall remain the property of Tenant and shall be removable at any time prior to the expiration of the Lease Term; provided Tenant shall not at any time be in default of any terms or covenants of this Lease; provided, however, that Tenant shall not remove air conditioning, air ventilating and heating fixtures, lighting fixtures, dock levelers or carpeting; and, further, provided that Tenant shall simultaneously repair any damage to the Property caused by the installation or removal of same. If Tenant is in default, Landlord shall have a lien on Tenant's property located in or on the Property and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. All fixtures installed by Tenant shall be new or like new and of good quality.

18.3 Tenant shall not make any alterations, additions or decorations to the Property without first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant shall, at all times during the Lease Term, present to Landlord plans and specifications for such work at the time Landlord's consent is sought. All work caused to be done by Tenant shall comply with the requirements and obligations of Tenant relating to Tenant's Work as set forth in this Lease. Tenant is required to provide Landlord with building permits and evidence of insurance as required. Landlord shall be responsible for any improvements or repairs to the property or in the alternative, must give written approval to the Tenant regarding any third party selected by the Tenant to make said improvements or repairs.

18.4 Tenant's obligation to observe and perform any of the provisions of this Section 18 shall survive the expiration of Lease Term hereof or earlier termination of this Lease.

#### 19. CANCELLATION OF LEASE BY LANDLORD.

It is mutually agreed that in the event Tenant shall default in the payment of Base Rental and/or Additional Rental herein reserved, when due, and fails to cure said default within ten (10) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of Total Rental, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Total Rental or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within sixty (60) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events Landlord at Landlord's option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment or subletting of the entire Property covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this Section may be given by Landlord, or its attorney or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the Property to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter same and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

## 20. RELETTING BY LANDLORD.

Landlord, as Tenant's agent, without terminating this Lease, upon Tenant's failure to cure any default within the time permitted as set forth in Section 19 hereof, may at Landlord's option enter upon and rent the Property at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's Total Rental hereunder and the price obtained by Landlord and all other reasonable costs directly related to reletting, including, but not limited to the payment of commissions, the making of alterations, costs of leasing same, costs for any unamortized Tenant improvements and otherwise.

## 21. EXTERIOR SIGNS.

Tenant shall place no signs upon the outside walls or roof of or grounds surrounding the Property except with the written consent of Landlord. Any and all signs placed within the Property by Tenant shall be preapproved by Landlord and maintained in a first-class condition. Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

## 22. EXTRY FOR CARDING, ETC.

Landlord may card the Demised Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease. Landlord may from time to time enter the Property at reasonable hours to exhibit same to prospective purchasers, existing or prospective mortgagees, or tenants and to make repairs required of Landlord under the terms hereof.

## 23. EFFECT OF TERMINATION OF LEASE.

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Base Rental, Additional Rental and any other charges due Landlord by Tenant.

## 24. SUBORDINATION.

This Lease is subject and subordinate to any mortgage or security deed now or hereafter placed on the Property; provided, however, that at the option of the mortgage holder the Lease or portions of the Lease can be made superior to the first mortgage or security deed; provided further that unless the entire Lease is made superior to such mortgage or security deed, the holder of said mortgage or the grantee of such security deed shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, security deed or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect, notwithstanding any default proceeding under said mortgage, security deed or obligations secured thereby. Tenant further agrees that it will attorn to the mortgagee, grantee or beneficiary of such mortgage or security deed, and their successors or assigns and to the purchaser or assignee under any such foreclosure. Tenant will upon request by Landlord, execute, deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this Section 24.





### 30. QUIET ENJOYMENT.

Landlord hereby covenants and agrees to permit Tenant quiet enjoyment of possession of the Property during the Lease Term, so long as Tenant shall pay the Total Rental aforesaid and carry out all other obligations herein made binding upon the Tenant.

### 31. INSURANCE.

31.1 Tenant shall at all times during the Lease Term maintain in full force and effect the following insurance in standard form generally in use in Georgia, with insurance companies authorized to do business in said State, which are satisfactory to Landlord:

31.1.1 Comprehensive public liability insurance in such reasonable amounts as may be specified by Landlord from time to time for any occurrence resulting in bodily or personal injury or death and consequential damages arising therefrom.

31.1.2 Comprehensive property damage insurance covering liability for damage to all property in such reasonable amounts as may be specified by Landlord from time to time for each occurrence. Such insurance shall not contain the "care, custody and control" exclusion or it shall include fire and extended coverage legal liability insurance.

31.2 At all times during the Lease Term, Tenant shall pay all premiums for and maintain in effect, with a responsible insurance company or companies, policies of insurance for the benefit of Landlord and Tenant, as their interests may appear, as follows:

31.2.1 Insurance covering all trade fixtures, signs, plate glass, floor covering, decorative items, furniture and equipment in the Property to the extent of not less than eighty percent (80%) of the insurable value of the same against all casualties included in the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief," and including sprinkler leakage.

31.3 Tenant will furnish to Landlord, at least ten (10) days before Tenant takes occupancy of the property, and ten (10) days before expiration or termination of any such policy, copies of policies or certificates of insurance evidencing coverage required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or amend the policy or policies without first giving at least (10) days' prior written notice thereof to Landlord.

31.4 The insurance required by this Section 31 may be included in policies of "blanket insurance", provided that, in all other respects, each such policy shall comply with the requirements of this Section 31, and provided that no other loss, which may or may not be also insured thereby, shall in any way affect or limit the coverage and amount of insurance required hereby.

### 32. SUCCESSORS AND ASSIGNS, GOVERNING LAW AND BINDING EFFECT.

"Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to the Property. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Lease. Except as otherwise provided herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

### 33. TIME OF THE ESSENCE.

In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.

### 34. TRANSFER OF LANDLORD'S INTEREST.

In the event of the sale, assignment or transfer by Landlord of its interest in the Property or Buildings or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in the interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any deposits or other security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to this Lease, Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

### 35. ESTOPPEL CERTIFICATE.

Within five (5) days after request therefor by Landlord or any mortgagee or grantee under a mortgage or security deed covering the Property, or upon any sale, assignment or other transfer of the Property by Landlord, Tenant shall deliver in recordable form an estoppel certificate in form and substance satisfactory to Landlord, to any proposed mortgagee or other transferee, or to Landlord, certifying those facts contained therein that are then true with respect to this Lease and specifying with particularity any such facts which are not then true with respect to this Lease.

### 36. WAIVER OF CLAIMS.

To the extent permitted by law, Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby indemnifies, holds harmless and releases Landlord, its agents, employees and contractors from and against any and all claims for damage to persons or property

sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Property or Building of which it shall be a part except where such claims arise solely out of the gross negligence or willful misconduct of Landlord, Landlord's agents, employees or contractors.

### 37. EXCULPATION

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and Buildings comprising the Property for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord for any default or breach by Landlord of any of its obligations under this Lease, subject, however, to the prior rights of the holder of any mortgage covering the Property or of Landlord's interest therein in the Property. No other assets of Landlord or any partner thereof shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Landlord and Tenant that the Landlord's interest hereunder and in the Property shall be subject to impressment of an equitable lien or otherwise.

### 38. BROKER'S COMMISSION.

Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liability arising from any such claim and attorneys' fees.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein unless contained in a modification in writing executed by all of the parties hereto, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

LANDLORD:

Sheila L. Patterson

Sheila L. Patterson

TENANT:

Sylvanus Memorial Treatment Centers, Inc.

By: William John

Attest:

Patricia

Secretary

## **EXHIBIT "A"**

### **Legal Description of Property**

All that tract or parcel of land, together with all improvements thereon, lying and being in the 255<sup>th</sup> District, G.M. of Jackson County, Georgia, designated as Lot No. 4, Section D, of the Chanticleer Heights Subdivision, according to plat and survey of the same, by Max Lewallen, Surveyor, dated December 2, 1988, said plat being recorded in Plat Book 31, Page 59, Office of the Clerk of Superior Court of Jackson County, Georgia. Said property is more particularly described as follows: Beginning at an iron pin on the Hospital Road, following said road North 25 degrees, 53 feet East, 100.0 feet to an iron pin, thence South 58 degrees 44 feet East 158.3 feet to an iron pin, thence South 10 degrees 31 feet West 103.4 feet to an iron pin, thence North 59 degrees 37 feet West 185.6 feet to point of beginning. Said property being bounded on the West by Hospital Road, on the North by Lot 5, on the East by lands of Gary, and on the South by Lot 3. For a more detailed description to said property, reference is hereby made to said plat as recorded.

Subject to existing easements and rights-of-ways, specifically Rights of Way Easement to the City of Commerce as recorded in Deed Book 4-G, Page 536, Jackson County, Georgia Records. Subject to restrictions and/or covenants of record, if any, and existing easements and rights of way for public roads and utilities now in use.