

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (this “Agreement”) is made as of this ____ day of _____, 2020 by and between **D.R. HORTON, INC.**, a Delaware corporation (“D.R. Horton”), and **D.R. HORTON – CROWN, LLC**, a Delaware limited liability company (“DRH-Crown”), each of whose mailing address is 1371 Dogwood Drive SW, Conyers, GA 30012 and **DEKALB COUNTY**, a political subdivision of the State of Georgia, whose mailing address is 1300 Commerce Drive, Decatur, Georgia 30030 (“DeKalb County”).

WITNESSETH

WHEREAS, DeKalb County owns approximately 8.548 acres located in Land Lot 252 of the 16th District of DeKalb County which is further described at Exhibit A (the “DeKalb County Property”);

WHEREAS, D.R. Horton owns approximately 52.967 acres located in Land Lot 71 of the 16th District of DeKalb County which is further described at Exhibit B (the “D.R. Horton Property”);

WHEREAS, the DeKalb County Property consists of land deeded to DeKalb County via tax sale on April 3, 1979;

WHEREAS, DRH-Crown currently owns the parcels which adjoin the Dekalb County Property to the north, east and west;

WHEREAS, DRH-Crown wishes to acquire the DeKalb County Property for the purpose of residential development;

WHEREAS, DeKalb County wishes to acquire the D.R. Horton Property for use as open space and buffer area as same will be beneficial to its citizens;

WHEREAS DRH-Crown has determined that the acquisition of the DeKalb County Property will be beneficial to the development of the surrounding parcels and beneficial to the local area as a whole;

WHEREAS, on _____, 2020, and in order to facilitate the creation of open space and a buffer area and DRH-Crown’s proposed development, each of which will also inure to the benefit of the citizens of DeKalb County, the DeKalb County Board of Commissioners approved a resolution expressing its willingness to exchange the DeKalb County for the D.R. Horton Property (the “Exchange”);

WHEREAS, the value of the D.R. Horton Property to be received by DeKalb County in the Exchange was determined to be \$576,900.00 by that certain Appraisal Report, prepared by Robert C. Wade, State of Georgia No. 003154, for the firm of Moreland Altobelli Associates, Inc, for DeKalb County Department of Watershed Management, dated October 9, 2019;

WHEREAS, the value of the DeKalb County Property to be received by DRH-Crown in the Exchange was determined to be \$94,000.00 by that certain Summary Appraisal Report, prepared by Bruce R. Penn, State of Georgia No. 228 and Robert Graham Foster, State of Georgia No. 375865, for the firm of Penn Hastings and Associates, for Michele Battle, Esq., dated December 12, 2019 (the “DeKalb County Property Appraisal”);

WHEREAS, because the appraised value of the D.R. Horton Property will receive in the Exchange is \$482,900.00 more than the appraised value of the DeKalb County Property being relinquished the parties have agreed that DeKalb County will remit to D.R. Horton an amount equal to Four Hundred Ninety-One Thousand Nine Hundred and No/100 Dollars (\$482,900.00; the “Additional Consideration”) so that each party receives the same total consideration as the other;

WHEREAS, prior to Closing, and in compliance with the requirements of O.C.G.A. § 36-9-3(a)(3)(D), a notice of the Exchange shall be published in The Champion, once weekly for four (4) weeks prior to the Closing of the Exchange; and

WHEREAS, the Chief Executive Officer of DeKalb County or his designated representative has been authorized by the DeKalb County Board of Commissioners to accept delivery of a limited warranty deed for the D.R. Horton Property, and to tender delivery of a quitclaim deed for the DeKalb County Property and to execute such other documents as are necessary to consummate the Exchange;

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by DeKalb County, D.R. Horton, and DRH-Crown, the parties hereby agree as follows:

1. Effective Date. The “Effective Date” of this Agreement means the last of the following dates: (a) the date this Agreement is executed by DeKalb County, (b) the date this Agreement is executed by D.R. Horton, or (c) the date of D.R Horton’s corporate ratification, provided that, such ratification and such execution by D.R. Horton, shall occur on or before the date which is ten (10) business days after the execution hereof by DeKalb County, as required by Section 10(i) below.

2. DeKalb County Property.

(a) DeKalb County Conveyance. DRH-Crown acknowledges and understands the potential for irregularities in the tax deed foreclosure process by which DeKalb County obtained title to the DeKalb County Property. DeKalb County hereby agrees to convey the DeKalb County Property to DRH-Crown in exchange for the D.R. Horton Property, free and clear of all mortgages, security deeds, other security instruments, liens, encumbrances and restrictions (including condemnation proceedings) of any kind and nature other than the following “DeKalb County Permitted Title Exceptions”: (i) zoning ordinances affecting the DeKalb County Property, (ii) general utility easements of record, and (iii) the matters shown on Exhibit C attached hereto, DeKalb County further agrees to remit payment of the Additional Consideration to D.R. Horton at Closing.

(b) AS IS, WHERE IS. Subject to the foregoing Section 2(a), the DeKalb County Property is being exchanged in an “**AS IS**” condition and “**WITH ALL FAULTS**” as of the Effective Date of this Agreement and of Closing (as hereinafter defined). Except as expressly set forth in this Agreement, DeKalb County hereby specifically disclaims any warranty, guaranty, promise, covenant, agreement or representation of any kind or character, oral or written, past, present or future, of, as to, or concerning: (i) the nature and condition of the property, the community, and the community improvements, including, without limitation, (a) the water, soil and geology, the suitability thereof and/or of the property for any and all activities and uses which D.R. Horton may elect to conduct, (b) the manner or quality of the construction or materials, if any, incorporated into the property and/or the manner, quality, state of repair or lack of repair of the property or any improvements thereon or related thereto (including without limitation any community improvements or offsite improvements and infrastructure), and (c) the existence of any environmental hazards or conditions (including but not limited to the presence of Hazardous Substances (as defined in Section 9(a)) of any type and/or above or below ground storage tanks, and/or pipelines) at, on, under, or near the property or community or compliance with any applicable Environmental Law (as defined in Section 9(a)) or other applicable laws of any governmental authority, except those hazards or conditions which are currently known to DeKalb County; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, or other condition concerning the property or community, except as otherwise set forth in the seller’s affidavit for execution by DeKalb County’s; (iii) the value of the property and/or the income or profits which may or may not be derived from the property, or any potential appreciation in value or the resale value of the property; (iv) the existence or availability of utilities or other services, or the right to obtain utilities or other services related to the property; (v) the availability of any school or school facilities in or near the community, traffic conditions in, around, or near the community, or the future use of the community or adjacent or nearby properties; (vi) the existence, applicability, availability, validity, or enforceability of any entitlements or development rights related to or appurtenant to the property; and (vii) the compliance of the property or its operation or the community with any laws, ordinances or regulations of any governmental authority, including without limitation any Environmental Law and/or any land use laws or the compliance of the property or its operation or the community with any development agreements, covenants, conditions or restrictions, or any other agreements or arrangements related to the development, use, or operation of the property and/or the community. The exchange of the property is made on an “**AS IS**”, “**WHERE IS**” and “**WITH ALL FAULTS**” basis, D.R. Horton acknowledges that this Agreement has been entered into after full investigation, or with D.R. Horton satisfied with the opportunity afforded for investigation, and D.R. Horton expressly acknowledges that DeKalb County makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the special warranty of title with respect to the property), habitability, merchantability, suitability or fitness for a particular purpose with respect to the property or any portion thereof. DeKalb County has no obligation to make repairs, replacements or improvements to the property or the community or any community improvements, or to pay any fees, costs or expenses related to the property or the community or the community improvements, or for any other liability or obligation with respect to the property or the community or community improvement (except for any taxes or assessments to be paid by DeKalb County as of the date hereof). D.R. Horton further acknowledges and agrees that the provisions of this paragraph and the next following paragraph were a material factor in the determination of the purchase price paid by D.R. Horton to DeKalb County for the property.

(c) D.R. Horton agrees that DeKalb County shall not be responsible or liable to D.R. Horton for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the property or the community or community improvements, latent or otherwise, or on account of any other conditions affecting the property or the community, as D.R. Horton is purchasing the property **AS IS, WHERE IS, AND WITH ALL FAULTS**. D.R. Horton, on its own behalf and behalf of anyone claiming by, through, or under D.R. Horton and on behalf of all other D.R. Horton parties, to the maximum extent permitted by applicable law, hereby fully releases DeKalb County and all other DeKalb County parties from any and all claims that it may now have or hereafter acquire against DeKalb County and the DeKalb County parties arising from or related to any defect, errors, or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the property or the community, including without limitation the community improvements or other conditions existing, circumstances or events occurring on, in, about or near the property or the community whether occurring before, after or at the date hereof, including without limitation (i) those identified, described, or otherwise referred to in the previous paragraph, and (ii) any claims based on or related to the content, accuracy, or completeness of any information concerning the property or the community or community improvements obtained by D.R. Horton from any source. D.R. Horton further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. The provisions of this Section 3(b) shall survive Closing or any termination of this Agreement.

(d) Objections to Title. DRH-Crown shall have until Closing or any extension thereof to examine title to the DeKalb County Property and to furnish DeKalb County a statement of objections to DeKalb County's title to the DeKalb County Property, which objections, should they exist at the time of Closing would make DeKalb County unable to convey at Closing title to the DeKalb County Property provided for in sub paragraph 1(d) hereof. DeKalb County shall, after receipt by DeKalb County of such written statement of objections, have thirty (30) days or until the date of Closing, whichever is later, in which to cure all such objections and if necessary, the date of Closing shall be extended for the period required to allow DeKalb County said thirty (30) days to cure or satisfy the objections. If DeKalb County cannot, after reasonable efforts, cure such objections, then D.R. Horton and DRH-Crown may as their sole remedy, either (i) terminate this Agreement or (ii) waive such objections and proceed to Closing with no adjustment for such matters (and such matters shall be deemed approved). DeKalb County shall at or prior to Closing, pay all taxes and assessments, if any, which constitute a lien against the DeKalb County Property (other than those not then due and payable) and pay all indebtedness secured by the DeKalb County Property and obtain cancellations of all loan instruments affecting the DeKalb County Property.

(e) Closing and Conveyance of the DeKalb County Property. At the Closing, each party shall execute and deliver all documents necessary to effect and complete the terms of this Agreement. DeKalb County shall pay the Additional Consideration to D.R. Horton and DeKalb County shall convey to DRH-Crown, by quitclaim deed, title to the DeKalb County Property subject to (i) ad valorem taxes and assessments not then due and payable, (ii) zoning ordinances affecting the DeKalb County Property, (iii) general utility easements of record servicing the DeKalb County Property, (iv) those matters listed on Exhibit C attached hereto and (v) such other exceptions to title as DRH-Crown shall have approved or which have been deemed approved.

(f) Closing Costs and Prorations. DeKalb County shall pay its own closing costs including without limitation the cost of title insurance on its acquisition of the D.R. Horton Property. No prorations of property taxes shall be made with respect to the DeKalb County Property as the parties hereby acknowledge and agree that the DeKalb County Property is currently exempt from all ad valorem taxes and special assessments.

(g) The Possession of DeKalb County Property. DeKalb County shall deliver possession of the DeKalb County Property to DRH-Crown at the time of Closing.

(h) Survey. DRH-Crown has obtained or shall obtain, within thirty (30) days after the Effective Date of this Agreement, a survey from a Georgia Registered Land Surveyor, showing the DeKalb County Property to be conveyed under this Agreement. Promptly upon receipt of said survey, DRH-Crown will cause DeKalb County and their legal counsel to be provided with a copy thereof. The survey shall indicate the total number of acres of the DeKalb County Property to the nearest hundredth of an acre. The survey shall form the basis of the legal description to be used for the conveyance of the DeKalb County Property, provided that the legal description shown thereon is substantially similar to that described in that certain Notice to Foreclose Right of Redemption recorded at Deed Book 4309, page 141, DeKalb County real estate records. In the event DeKalb County disagrees with said survey, DeKalb County shall have the right, at DeKalb County's expense, to have a new survey of the DeKalb County Property. In the event DRH-Crown does not accept DeKalb County's survey, DRH-Crown's and DeKalb County's surveyors shall name a third surveyor to survey the DeKalb County Property, the cost to be divided equally between DeKalb County and DRH-Crown.

(i) D.R. Horton and/or DRH-Crown Inspection.

i. Duration. The period of time beginning with the Effective Date and ending at 11:59 p.m. on that date which is sixty (60) days after the Effective Date is hereinafter referred to as the "Inspection Period."

ii. Rights and Obligations. From the Effective Date through Closing, D.R. Horton and/or DRH-Crown may enter upon the Property to inspect and examine the Property and to perform whatever tests and studies of the Property D.R. Horton and/or DRH-Crown deems necessary or appropriate. DeKalb County shall cooperate with D.R. Horton and/or DRH-Crown in its entry upon, and its inspections, tests, examinations and studies of, the Property. D.R. Horton and/or DRH-Crown shall indemnify DeKalb County for any and all claims of bodily injury or damage to property (including the Property itself) arising out of D.R. Horton and/or DRH-Crown's inspections of the Property. D.R. Horton and/or DRH-Crown shall also indemnify DeKalb County for liens which may be filed against the Property by persons or entities employed or contracted by D.R. Horton and/or DRH-Crown to perform inspections of the Property. However, D.R. Horton and/or DRH-Crown's indemnity of DeKalb County shall not cover or apply to: (1) any loss, cost or expense arising or resulting from acts or omissions of DeKalb County, (2) any diminution in the value of the Property arising or resulting from matters discovered by D.R. Horton and/or DRH-Crown during its investigations of the Property, (3) any latent defects in the Property discovered by D.R. Horton and/or DRH-Crown, or (4) the release or spread of any Hazardous Substance discovered, but not deposited, by D.R. Horton and/or DRH-Crown or any other persons on or at the DeKalb County Property by or at the instance of D.R. Horton and/or DRH-Crown on or under

the Property. D.R. Horton and/or DRH-Crown's indemnity of DeKalb County pursuant to this subsection shall survive Closing or any earlier termination of this Agreement for a period of one (1) year.

iii. Notice of Suitability. The results of all inspections, tests, examinations and studies of the Property performed during the Inspection Period must be suitable to D.R. Horton and/or DRH-Crown, in its sole discretion. Prior to the expiration of the Inspection Period, D.R. Horton and/or DRH-Crown may notify DeKalb County that such results are suitable to D.R. Horton and/or DRH-Crown by delivering to DeKalb County a written Notice of Suitability signed by one of the executive officers of D.R. Horton listed in Section 10(j) below (collectively, the "Authorized Officers"). No such Notice of Suitability shall be valid and effective unless signed by one of the Authorized Officers. If D.R. Horton and/or DRH-Crown fails for any reason to send DeKalb County the Notice of Suitability by the end of the Inspection Period, this Agreement shall automatically terminate. Also, if D.R. Horton and/or DRH-Crown notifies DeKalb County in writing at any time prior to issuance of a Notice of Suitability that the results of its inspections, tests, examinations or studies are not suitable to D.R. Horton and/or DRH-Crown, then this Agreement shall automatically terminate. In the event that D.R. Horton terminates its intent to acquire the DeKalb County Property pursuant to this Section 2, then DeKalb County's rights and obligations under this Agreement shall not terminate, and DeKalb County shall continue to have the right to purchase the D.R. Horton Property for the fair market value of \$576,900.00.

3. D.R. Horton Property.

(a) D.R. Horton Conveyance. D.R. Horton hereby agrees to convey the D.R. Horton Property to DeKalb County in exchange for the Additional Consideration, and the conveyance of the DeKalb County Property, free and clear of all mortgages, security deeds, other security instruments, liens, encumbrances and restrictions (including condemnation proceedings) of any kind and nature other than the following "D.R. Horton Permitted Title Exceptions": (i) zoning ordinances affecting D.R. Horton Property, (ii) those matters shown on Exhibit E attached hereto and (iii) such other exceptions to title as DeKalb County shall have approved, in writing.

(b) AS IS, WHERE IS. Subject to the foregoing Section 3(a), the D.R. Horton Property is being exchanged in an "AS IS" condition and "WITH ALL FAULTS" as of the Effective Date of this Agreement and of Closing (as hereinafter defined). Except as expressly set forth in this Agreement, D.R. Horton hereby specifically disclaims any warranty, guaranty, promise, covenant, agreement or representation of any kind or character, oral or written, past, present or future, of, as to, or concerning: (i) the nature and condition of the property, the community, and the community improvements, including, without limitation, (a) the water, soil and geology, the suitability thereof and/or of the property for any and all activities and uses which DeKalb County may elect to conduct, (b) the manner or quality of the construction or materials, if any, incorporated into the property and/or the manner, quality, state of repair or lack of repair of the property or any improvements thereon or related thereto (including without limitation any community improvements or offsite improvements and infrastructure), and (c) the existence of any environmental hazards or conditions (including but not limited to the presence of Hazardous Substances (as defined in Section 9(a)) of any type and/or above or below ground storage tanks, and/or pipelines) at, on, under, or near the property or community or compliance with any applicable Environmental Law (as defined in Section 9(a)) or other applicable laws of any

governmental authority; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, or other condition concerning the property or community, except as otherwise set forth in the seller's affidavit for execution by D.R. Horton; (iii) the value of the property and/or the income or profits which may or may not be derived from the property, or any potential appreciation in value or the resale value of the property; (iv) the existence or availability of utilities or other services, or the right to obtain utilities or other services related to the property; (v) the availability of any school or school facilities in or near the community, traffic conditions in, around, or near the community, or the future use of the community or adjacent or nearby properties; (vi) the existence, applicability, availability, validity, or enforceability of any entitlements or development rights related to or appurtenant to the property; and (vii) the compliance of the property or its operation or the community with any laws, ordinances or regulations of any governmental authority, including without limitation any Environmental Law and/or any land use laws or the compliance of the property or its operation or the community with any development agreements, covenants, conditions or restrictions, or any other agreements or arrangements related to the development, use, or operation of the property and/or the community. The exchange of the property is made on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, DeKalb County acknowledges that this Agreement has been entered into after full investigation, or with DeKalb County satisfied with the opportunity afforded for investigation, and DeKalb County expressly acknowledges that D.R. Horton makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the special warranty of title with respect to the property), habitability, merchantability, suitability or fitness for a particular purpose with respect to the property or any portion thereof. D.R. Horton has no obligation to make repairs, replacements or improvements to the property or the community or any community improvements, or to pay any fees, costs or expenses related to the property or the community or the community improvements, or for any other liability or obligation with respect to the property or the community or community improvement (except for any taxes or assessments to be paid by D.R. Horton as of the date hereof). DeKalb County further acknowledges and agrees that the provisions of this paragraph and the next following paragraph were a material factor in the determination of the purchase price paid by DeKalb County to D.R. Horton for the property.

DeKalb County agrees that D.R. Horton shall not be responsible or liable to DeKalb County for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the property or the community or community improvements, latent or otherwise, or on account of any other conditions affecting the property or the community, as DeKalb County is purchasing the property **AS IS, WHERE IS, AND WITH ALL FAULTS**. DeKalb County, on its own behalf and behalf of anyone claiming by, through, or under DeKalb County and on behalf of all other DeKalb County parties, to the maximum extent permitted by applicable law, hereby fully releases D.R. Horton and all other D.R. Horton parties from any and all claims that it may now have or hereafter acquire against D.R. Horton and the D.R. Horton parties arising from or related to any defect, errors, or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the property or the community, including without limitation the community improvements or other conditions existing, circumstances or events occurring on, in, about or near the property or the community whether occurring before, after or at the date hereof, including without limitation (i) those identified, described, or otherwise referred to in the previous paragraph, and (ii) any claims based on or related to the content, accuracy, or completeness of any information concerning the property

or the community or community improvements obtained by DeKalb County from any source. DeKalb County further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. The provisions of this Section 3(b) shall survive Closing or any termination of this Agreement.

(c) Objections to Title. DeKalb County shall have until Closing or any extension thereof to examine title to the D.R. Horton Property and to furnish D.R. Horton a statement of objections to D.R. Horton's title to the D.R. Horton Property, which objections, should they exist at the time of Closing would make D.R. Horton unable to convey at Closing title to the D.R. Horton Property provided for in Paragraph 2(d). D.R. Horton shall after receipt by D.R. Horton of such written statement of objections have thirty (30) days or until the date of Closing, whichever is later, in which to cure all such objections and if necessary, the date of Closing shall be extended for the period required to allow D.R. Horton said thirty (30) days to cure or satisfy the objections. If D.R. Horton cannot, after reasonable efforts, cure such title objections, then DeKalb County may either (i) terminate this Agreement or (ii) waive such objections and proceed to Closing with no adjustment for such matters (and such matters shall be deemed approved). D.R. Horton shall at or prior to Closing, pay all taxes and assessments which constitute a lien against the D.R. Horton Property (other than those not then due and payable) and pay all indebtedness secured by the D.R. Horton Property and obtain cancellations of all loan instruments affecting the D.R. Horton Property.

(d) Closing and Conveyance of the D.R. Horton Property. At the Closing, each party shall execute and deliver all documents necessary to effect and complete the terms of this Agreement. D.R. Horton shall convey to DeKalb County, by limited warranty deed, good and marketable fee simple title to the D.R. Horton Property in the form attached hereto as Exhibit F, subject only to (i) ad valorem taxes and assessments not then due and payable, (ii) zoning ordinances affecting the D.R. Horton Property, (iii) those matters set forth on Exhibit F attached hereto, and (iv) such other exceptions to title as DeKalb County shall have approved in writing.

(e) Closing Costs and Prorations. DRH-Crown shall pay its own closing costs including without limitation the cost of title insurance on the acquisition of the DeKalb County Property. The parties hereby acknowledge and agree that no prorations shall be made for such ad valorem taxes for the year in which the Closing occurs and utility bills as D DRH-Crown shall pay same.

(f) The Possession of D.R. Horton Property. D.R. Horton shall deliver possession of the D.R. Horton Property to DeKalb County at the time of Closing.

(g) Survey. DeKalb County shall obtain or has already obtained, within thirty (30) days after the Effective Date of this Agreement, a survey from a Georgia Registered Land Surveyor, showing the D.R. Horton Property to be conveyed under this Agreement. Promptly upon receipt of said survey, DeKalb County will cause D.R. Horton and their legal counsel to be provided with a copy thereof. The survey shall indicate the total number of acres of the D.R. Horton Property to the nearest hundredth of an acre. The survey shall form the basis of the legal description to be used for the conveyance of the D.R. Horton Property. In the event D.R. Horton

disagrees with said survey, D.R. Horton shall have the right, at D.R. Horton's expense, to have a new survey of the D.R. Horton Property prepared. In the event D.R. Horton does not accept DeKalb County's survey, D.R. Horton's and DeKalb County's surveyors shall name a third surveyor to survey the D.R. Horton Property, the cost to be divided equally between DeKalb County and D.R. Horton.

(h) *Inspection.* Commencing on the Effective Date and continuing as long as this Agreement shall remain in force, DeKalb County shall have the right to go on the D.R. Horton Property personally or through agents, employers and contractors for the purpose of making boundary line and topographical surveys of same, soil tests, environmental tests or assessments, hydrological tests, boring and percolation tests and such other tests, analyses and investigations of the D.R. Horton Property as the DeKalb County deems desirable.

DeKalb County shall, to the extent permitted by law, defend, reimburse, indemnify and hold D.R. Horton harmless from and against all losses, liabilities, damages, obligations, payments, costs, and expenses (including reasonable attorney's fees incurred in connection therewith) caused to or brought against D.R. Horton by any action or inaction of DeKalb County or its agents which may be asserted against D.R. Horton by reason, in whole or in part, of the entry upon the D.R. Horton Property by DeKalb County or its agents or their respective inspection activities.

(i) *Release.* DeKalb County, to the extent permitted by law, and except for willful acts by D.R. Horton, hereby releases D.R. Horton from any and all liability for any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, costs (including, without limitation, cleanup and remedial action costs), judgments and expenses of every kind and nature arising out of or in connection with any hazardous materials, substances, wastes or other environmentally regulated substances placed or located on, in or under the D.R. Horton Property. This release shall survive the Closing.

4. *Declaration of Value.* The parties hereto hereby acknowledge and agree based upon that certain Summary Appraisal Report dated December 12, 2019, prepared by Bruce R. Penn, State of Georgia No. 228 and Robert Graham Foster, State of Georgia No. 375865 for the firm Penn Hastings and Associates, the DeKalb County Property has a fair market value of \$94,000.00. Based upon that certain Appraisal Report dated October 9, 2019, prepared by Robert C. Wade, State of Georgia No. 003154 for the firm Moreland Altobelli Associates, Inc., the D.R. Horton Property has a fair market value of \$576,900.00.

5. *Closing.* The consummation of this Agreement (the "Closing") shall occur as follows:

(a) Within ten (10) business days after the satisfaction of the conditions set forth on Exhibit H, attached hereto, but in any event no later than [**outside date to be completed**].

(b) The Closing of the Exchange shall occur simultaneously.

(c) The Closing shall take place at the offices of Gregory, Doyle, Calhoun & Rogers, LLC, located at 2951 Flowers Road South, Suite 220, Atlanta, GA 30341 at 11:00 a.m. local time, or at such other time and place as may be agreed upon in writing by both DeKalb

County and D.R. Horton and/or DRH-Crown. All funds to be paid at Closing shall be wired to Gregory, Doyle, Calhoun & Rogers, LLC's trust account by 10:00 a.m. on the date of the Closing, in accordance with the wire transfer instructions attached hereto as Exhibit G.

6. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and should be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postpaid or registered or certified with return receipt requested or sent by overnight mail by a national recognized overnight mail carrier, provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the following:

D.R. Horton and/or DRH-Crown:

Shawn Tokanel, Division President
D. R. Horton, Inc.
1371 Dogwood Drive, S.W.
Conyers, GA 30012
Fax: (678) 509-0554
E-mail: stokanel@drhorton.com

With copies to:

O. Kenneth Bagwell, East Region Counsel
D.R. Horton, Inc.
2325 Lakeview Pkwy., Ste. 275
Alpharetta, GA 30009
Phone: (678) 292-4880
Fax: (678) 292-4881
E-mail: okbagwell@drhorton.com

Sean M. Piccola, Division Counsel
D.R. Horton, Inc.
1371 Dogwood Drive SW
Conyers, GA 30012
Fax: (678) 509-0554
E-mail: spiccola@drhorton.com

Michele Battle, Legal Counsel to D.R. Horton
Battle Law, P.C.
One West Court Square, Suite 750
Decatur, Georgia 30030
Phone: (404)601-7616 Ext. 1
E-mail: mlb@battlelawpc.com

DeKalb County:

DeKalb County

Attn: CEO

1300 Commerce Drive, 6th Floor

Decatur, Georgia 30030

DeKalb County

Attention: Executive Assistant

1300 Commerce Drive, 6th Floor

Decatur, Georgia 30030

Phone: 404-371-2540

Fax: 404-687-3585

Email: zlwilliams@dekalbcountyga.gov

DeKalb County

Attn: County Attorney

1300 Commerce Drive, 5th Floor

Decatur, Georgia 30030

Phone: 404-371-3011

WITH A COPY TO:

Legal Counsel to DeKalb County:

Gregory, Doyle, Calhoun & Rogers, LLC

Attention: Clay W. Reese

2951 Flowers Road South

Suite 220

Atlanta, GA 30341

Phone: 770-457-7000

Fax: 770-455-3555

Email: creeese@gdcrllaw.com

7. *Brokerage Commissions.* DeKalb County represents to D.R. Horton and/or DRH-Crown that DeKalb County has not discussed this Agreement or the subject matter hereof with any real estate broker, agent, or salesperson in any manner or context that would create any legal right of any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation from D.R. Horton and/or DRH-Crown with respect to the exchange and/or conveyance of the Property contemplated in this Agreement. DeKalb County shall to the extent permitted by law indemnify and hold D.R. Horton and/or DRH-Crown harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and costs of litigation) that D.R. Horton and/or DRH-Crown may suffer or incur because of any claim by any broker, agent, or salesperson, whether or not meritorious, for any compensation with regard to this Agreement or the exchange of the Property contemplated herein, arising out of any acts or agreements of DeKalb County. D.R. Horton and DRH-Crown represent to DeKalb County that neither D.R. Horton nor DRH-Crown has discussed this Agreement or the subject matter hereof with any real estate broker, agent, or salesperson, in any manner or context that would create any legal right of any such broker, agent, or salesperson to claim a real estate

commission, finder's fee, or similar compensation from DeKalb County with respect to the exchange and/or conveyance of the Property contemplated in this Agreement. D.R. Horton and/or DRH-Crown shall indemnify and hold DeKalb County harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and costs of litigation) that DeKalb County may suffer or incur because of any claim by any broker, agent, or salesperson, whether or not meritorious, for any compensation with regard to this Agreement or the exchange of the Property contemplated herein, arising out of any acts or contracts of D.R. Horton and/or DRH-Crown. The provisions of this Section 7 shall survive Closing or any termination of this Agreement.

8. Default.

(a) DeKalb County Default. If DeKalb County defaults in the performance of any obligation or covenant hereunder, D.R. Horton and/or DRH-Crown may exercise either of the following two remedies: (i) waive the default and complete the exchange contemplated in this Agreement, or (ii) terminate this Agreement in its entirety.

(b) D.R. Horton Default. If D.R. Horton and/or DRH-Crown defaults in the performance of any obligation or covenant hereunder, DeKalb County may exercise either of the following two remedies: (i) waive the default and complete the exchange contemplated in this Agreement, or (ii) terminate this Agreement in its entirety.

(d) Notice and Cure Rights. In the event of a default hereunder, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have thirty (30) days from the date notice of default is given to cure the default. If the defaulting party cures the default within the 30-day period, it shall not incur any liability to the other party for the default. Each party shall reasonably cooperate with any and all attempts by the other to cure any default within the aforesaid cure period.

9. Environmental Matters/Hazardous Substances.

(a) As used in this Agreement, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, petroleum, oil and gas, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are regulated by, or are the subject of, any Environmental Law. As used in this Agreement, "Environmental Law" shall mean and include any and all local, state, or Federal laws, rules, or regulations pertaining to regulation of the air, water, groundwater, land, natural resources and/or pertaining to the contamination, clean-up or disclosure of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Endangered Species Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, or by tort or other common law.

(b) Environmental Contingency – DeKalb County Property.

(i) DRH-Crown's obligation to close on the exchange of the DeKalb County Property hereunder is expressly conditioned upon: (i) DRH-Crown's receipt, at DRH-Crown's expense, of an environmental report (or reports), addressed to DRH-Crown, the form, content and preparer of which must be acceptable to DRH-Crown in its sole discretion, presenting the results of an investigation of DeKalb County Property, and such property in the vicinity of the DeKalb County Property, as may be deemed appropriate by DRH-Crown, in DRH-Crown's sole discretion in light of the intended use of the DeKalb County Property, with regard to the presence, generation, processing, storing, disposal, release or discharge of any Hazardous Substances, from, on, under, about, or in the vicinity of the DeKalb County Property and compliance with Environmental Laws relating to or affecting the DeKalb County Property, which investigation is commonly referred to as a Phase I Environmental Site Assessment, which report has been prepared or updated no more than six (6) months prior to the date of Closing, and such further investigations and/or reports as DRH-Crown may require (collectively, the "Environmental Inspections and Reports"); and (ii) DRH-Crown's satisfaction with the results of the Environmental Inspections and Reports.

(ii) In the event DRH-Crown is not satisfied with the results of any Environmental Inspections and Reports, or in the event there has been any change to the environmental condition of the DeKalb County Property or the property in the vicinity of the DeKalb County Property as such condition was reflected in the Environmental Inspections and Reports, then DRH-Crown, at its sole discretion and in addition to any other provision of this Agreement, may (i) terminate this Agreement as to any or all of the DeKalb County Property, or (ii) proceed to closing on the exchange of the DeKalb County Property.

(b) Environmental Contingency – D.R. Horton Property.

(i) DeKalb County's obligation to close on the exchange of the D.R. Horton Property hereunder is expressly conditioned upon: (i) DeKalb County's receipt, at DeKalb County's expense, of an environmental report (or reports), addressed to DeKalb County, the form, content and preparer of which must be acceptable to DeKalb County in its sole discretion, presenting the results of an investigation of D.R. Horton Property, and such property in the vicinity of the D.R. Horton Property, as may be deemed appropriate by DeKalb County, in DeKalb County's sole discretion in light of the intended use of the D.R. Horton Property, with regard to the presence, generation, processing, storing, disposal, release or discharge of any Hazardous Substances, from, on, under, about, or in the vicinity of the D.R. Horton Property and compliance with Environmental Laws relating to or affecting the D.R. Horton Property, which investigation is commonly referred to as a Phase I Environmental Site Assessment, which report has been prepared or updated no more than six (6) months prior to the date of Closing, and such further investigations and/or reports as DeKalb County may require (collectively, the "Environmental Inspections and Reports"); and (ii) DeKalb County's satisfaction with the results of the Environmental Inspections and Reports.

(ii) In the event DeKalb County is not satisfied with the results of any Environmental Inspections and Reports, or in the event there has been any change to the environmental condition of the D.R. Horton Property or the property in the vicinity of the D.R. Horton Property as such condition was reflected in the Environmental Inspections and Reports, then DeKalb County, at its sole discretion and in addition to any other provision of this Agreement,

may (i) terminate this Agreement prior to the end of the Inspection Period, or (ii) proceed to closing on the exchange of the D.R. Horton Property.

10. Miscellaneous Provisions.

(a) Time is of the essence of this Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia.

(c) The Special Stipulations attached hereto as Exhibit H are incorporated herein by reference as if fully set forth and are fully binding upon D.R. Horton and/or DRH-Crown and DeKalb County. In the event the terms of the Special Stipulations conflict with the terms of this Agreement, the terms of the Special Stipulations shall govern.

(d) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

(e) Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

(f) This Agreement shall survive the Closing and shall not be merged into any of the documents executed at Closing.

(g) This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against DeKalb County and D.R. Horton and/or DRH-Crown, and its successor-in-title.

(h) No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of DeKalb County contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a governing body, officer, or employee, as such, in his\her individual capacity, past, present, or future, of DeKalb County, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that, as to DeKalb County, this Agreement is solely a corporate obligation of DeKalb County payable only from the funds and assets of DeKalb County herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a governing body, officer, or employee, as such, past, present, or future, of DeKalb County, and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a governing body, officers, and employees of DeKalb County under the provisions contained in this Section shall survive the Closing and the expiration and/or termination of this Agreement.

(i) **Corporate Ratification.** NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AGREEMENT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF D.R. HORTON AND/OR DRH-CROWN UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING BY ONE OF THE FOLLOWING EXECUTIVE OFFICERS OF D.R. HORTON: DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, BILL W. WHEAT OR THOMAS F. HILL. IN THE EVENT THAT SUCH RATIFICATION IS NOT RECEIVED ON OR BEFORE THE DATE WHICH IS TEN (10) BUSINESS DAYS AFTER THE EXECUTION OF THIS AGREEMENT BY DEKALB COUNTY, THEN SUCH EXECUTION OF THIS AGREEMENT BY DEKALB COUNTY SHALL BE NULL AND VOID, ADDITIONALLY, IN THE EVENT THAT THE AGREEMENT HAS BEEN EXECUTED BY BOTH PARTIES ON SUCH DATE THEN IT SHALL AUTOMATICALLY TERMINATE.

[signatures begin on following page]

DRAFT

[signature page for Real Estate Exchange Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the dates set forth below.

D.R. HORTON, INC.

As to D.R. Horton, Inc. executed
in the presence of:

Witness

By: _____
Printed Name: _____
Title: _____
Date: _____

D.R. HORTON – CROWN, LLC
By: D.R. Horton, Inc, its sole Member

As to D.R. Horton – Crown, LLC executed
in the presence of:

Witness

By: _____
Printed Name: _____
Title: _____
Date: _____

Pursuant to Section 10(j) above, the undersigned hereby ratifies this Agreement on behalf of D.R. Horton, Inc. and D.R. Horton – Crown, LLC.

Print Name: _____
Title: _____
Date: _____

[EXECUTION CONTINUED ON FOLLOWING PAGE]

[signature page for Real Estate Exchange Agreement]

As to DeKalb County, executed
in the presence of:

DEKALB COUNTY:

DEKALB COUNTY, a political
Subdivision of the State of Georgia

Witness

By: _____
Chief Executive Officer

Date: _____

[EXECUTION CONTINUED ON FOLLOWING PAGE]

ATTEST:

By: _____
Ex-Officio Clerk
Chief Executive Officer
DeKalb County, Georgia

**APPROVED AS TO FORM:
Gregory, Doyle, Calhoun & Rogers, LLC**

By: _____
Printed Name: Clay W. Reese
Title: Member
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

By: _____
Ted Rhinehart
Deputy Chief Operating Officer of
Infrastructure, DeKalb County

DRAFT

EXHIBIT A

Legal Description

DeKalb County Property

(8.548Acres)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 228, 229, 252, 253, 257 AND 258 OF THE 16TH DISTRICT DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE FROM AN IRON PIN FOUND AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORRIS LAKE DRIVE (60' R/W) WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PLEASANT HILL ROAD (60' R/W); THENCE LEAVING SAID INTERSECTION AND FOLLOWING ALONG SAID RIGHT-OF-WAY LINE OF PLEASANT HILL ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 43 DEGREES 28 MINUTES 35 SECONDS WEST A DISTANCE OF 327.61 FEET TO AN IRON PIN FOUND; THENCE SOUTH 43 DEGREES 03 MINUTES 03 SECONDS WEST A DISTANCE OF 156.12 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF PLEASANT HILL ROAD AND THE NORTHERN RIGHT-OF-WAY LINE OF PLEASANT HILL WAY (50' R/W); THENCE LEAVING SAID RIGHT-OF-WAY LINE OF PLEASANT HILL ROAD AND FOLLOWING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PLEASANT HILL WAY THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 75 DEGREES 25 MINUTES 50 SECONDS WEST A DISTANCE OF 606.01 FEET TO A POINT; THENCE SOUTH 76 DEGREES 4 MINUTES 34 SECONDS WEST A DISTANCE OF 447.46 FEET TO A POINT; THENCE SOUTH 83 DEGREES 33 MINUTES 41 SECONDS WEST A DISTANCE OF 121.33 FEET TO A POINT; THENCE SOUTH 87 DEGREES 59 MINUTES 32 SECONDS WEST A DISTANCE OF 215.09 FEET TO A POINT; THENCE SOUTH 79 DEGREES 49 MINUTES 0 SECONDS WEST A DISTANCE OF 95.31 FEET TO A POINT; THENCE SOUTH 84 DEGREES 5 MINUTES 22 SECONDS WEST A DISTANCE OF 119.53 FEET TO A POINT; THENCE SOUTH 89 DEGREES 39 MINUTES 39 SECONDS WEST A DISTANCE OF 60.23 FEET TO A POINT. THENCE NORTH 89 DEGREES 18 MINUTES 57 SECONDS WEST, A DISTANCE OF 67.15 FEET TO A POINT; ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 31.08 FEET, SAID CURVE HAVING A RADIUS OF 399.99 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88 DEGREES 27 MINUTES 29 SECONDS WEST, AND A CHORD LENGTH OF 31.07 FEET, TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PLEASANT HILL WAY THE FOLLOWING COURSES: A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 37.56 FEET, SAID CURVE HAVING A RADIUS OF 399.99 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83 DEGREES 32 MINUTES 31 SECONDS WEST, AND A CHORD LENGTH OF 37.54 FEET, TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 106.80 FEET, SAID CURVE HAVING A RADIUS OF 988.10 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83 DEGREES 56 MINUTES 54 SECONDS WEST, AND A CHORD LENGTH OF 106.74 FEET, TO A POINT; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 26.27 FEET, SAID CURVE HAVING A RADIUS OF 97.04 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 85 DEGREES 11 MINUTES 57 SECONDS WEST, AND A CHORD LENGTH OF 26.19 FEET, TO A POINT; THENCE NORTH 77 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 37.19 FEET TO A POINT; THENCE NORTH 75 DEGREES 29 MINUTES 08 SECONDS WEST, A DISTANCE OF 66.16 FEET TO A POINT; ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 42.70 FEET, SAID CURVE HAVING A RADIUS OF 639.92 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77 DEGREES 23 MINUTES 51 SECONDS WEST, AND A CHORD LENGTH OF 42.69 FEET, TO A POINT; THENCE NORTH 79 DEGREES 18 MINUTES 33 SECONDS WEST, A DISTANCE OF 94.85 FEET TO A POINT; THENCE NORTH 77 DEGREES 43 MINUTES 59 SECONDS WEST, A DISTANCE OF 54.01 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 51.67 FEET, SAID CURVE HAVING A RADIUS OF 339.03 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 73 DEGREES 22 MINUTES 00 SECONDS WEST, AND A CHORD LENGTH OF 51.62 FEET, TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 131.45 FEET, SAID CURVE HAVING A RADIUS OF 675.56 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 74 DEGREES 34 MINUTES 30 SECONDS WEST, AND A CHORD LENGTH OF 131.25 FEET, TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 67.78 FEET, SAID CURVE HAVING A RADIUS OF 261.53 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 72 DEGREES 43 MINUTES 29 SECONDS WEST, AND A CHORD LENGTH OF 67.59 FEET, TO AN IRON PIN FOUND; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF PLEASANT HILL WAY NORTH 01 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 251.82 FEET TO AN IRON PIN SET; THENCE NORTH 03 DEGREES 17 MINUTES 54 SECONDS WEST, A DISTANCE OF 291.25 FEET TO AN IRON PIN FOUND; THENCE NORTH 89 DEGREES 11 MINUTES 19 SECONDS EAST, A DISTANCE OF 500.16 FEET TO AN IRON PIN FOUND; THENCE SOUTH 18 DEGREES 27 MINUTES 10 SECONDS EAST, A DISTANCE OF 705.31 FEET TO A POINT FOUND ON THE NORTHERLY RIGHT-OF-WAY LINE OF PLEASANT HILL WAY, WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 8.548 ACRES, MORE OR LESS.

EXHIBIT B

Legal Description

D.R. Horton Property

(52.967 Acres)

[page 1 of 2]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 47 AND 48 OF THE 16th LAND DISTRICT, CITY OF STONECREST, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (ONE INCH OPEN TOP PIPE) AT THE INTERSECTION OF THE OF THE WESTERLY RIGHT OF WAY LINE OF LYONS ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY) AND THE LAND LOT LINE COMMON TO LAND LOTS 47 AND 48; THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, DEPARTING THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 AND ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF LYONS ROAD THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 00 DEGREES 29 MINUTES 17 SECONDS WEST A DISTANCE OF 329.33 FEET TO A POINT; THENCE SOUTH 00 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 475.26 FEET TO AN IRON PIN SET; THENCE DEPARTING THE SAID WESTERLY RIGHT OF WAY LINE OF LYONS ROAD SOUTH 80 DEGREES 37 MINUTES 27 SECONDS WEST A DISTANCE OF 1919.39 FEET TO A POINT; THENCE NORTH 00 DEGREES 33 MINUTES 58 SECONDS EAST A DISTANCE OF 575.53 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 85 DEGREES 23 MINUTES 54 SECONDS EAST A DISTANCE OF 917.32 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 03 DEGREES 01 MINUTES 33 SECONDS EAST A DISTANCE OF 487.01 FEET TO AN IRON PIN FOUND (ONE HALF INCH OPEN TOP PIPE) ON THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48; THENCE ALONG THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 NORTH 88 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 75.90 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE DEPARTING THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 NORTH 05 DEGREES 29 MINUTES 37 SECONDS WEST A DISTANCE OF 181.78 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 58 DEGREES 16 MINUTES 54 SECONDS WEST A DISTANCE OF 59.17 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 32 DEGREES 50 MINUTES 50 SECONDS WEST A DISTANCE OF 54.35 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 24 DEGREES 33 MINUTES 04 SECONDS WEST A DISTANCE OF 94.28 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 06 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 78.54 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR) ON THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48; THENCE ALONG THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 NORTH 88 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 299.06 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE DEPARTING THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 NORTH 00 DEGREES 09 MINUTES 02 SECONDS EAST A DISTANCE OF 429.72 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 73 DEGREES 47 MINUTES 33 SECONDS EAST A DISTANCE OF 336.76 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 44 DEGREES 48 MINUTES 02 SECONDS EAST A DISTANCE OF 59.54 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 73 DEGREES 47 MINUTES 33 SECONDS EAST A DISTANCE OF 314.41 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 48 DEGREES 07 MINUTES 32 SECONDS EAST A DISTANCE OF 40.23 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 73 DEGREES 02 MINUTES 38 SECONDS EAST A DISTANCE OF 210.71 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 75 DEGREES 46 MINUTES 39 SECONDS A DISTANCE OF 51.83 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 89 DEGREES 37 MINUTES 15 SECONDS EAST A DISTANCE OF 345.38 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 83 DEGREES 55 MINUTES 31 SECONDS EAST A DISTANCE OF 33.60 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 87 DEGREES 17 MINUTES 55 SECONDS EAST A DISTANCE OF 66.60 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 66 DEGREES 45 MINUTES 31 SECONDS EAST A DISTANCE OF 72.39 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 42 DEGREES 29 MINUTES 40 SECONDS EAST A DISTANCE OF 53.22 FEET TO A POINT ON THE

EXHIBIT B

Legal Description

D.R. Horton Property

(52.967 Acres)

[page 1 of 2]

LAND LOT LINE COMMON TO LAND LOTS 47 AND 50; THENCE ALONG THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 50 SOUTH 00 DEGREES 21 MINUTES 59 SECONDS EAST A DISTANCE OF 32.74 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF LYONS ROAD; THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF LYONS ROAD THE FOLLOWING TWO COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 233.75 FEET, AN ARC LENGTH OF 70.07 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19 DEGREES 31 MINUTES 08 SECONDS WEST AND A CHORD DISTANCE OF 69.80 FEET TO A POINT; THENCE SOUTH 00 DEGREES 09 MINUTES 04 SECONDS EAST A DISTANCE OF 656.56 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 52.967 ACRES (BEING 2,307,259 SQUARE FEET).

DRAFT

EXHIBIT C

LIST OR PERMITTED TITLE EXCEPTIONS FOR DEKALB COUNTY PROPERTY

1. All taxes for the year 2020 and subsequent years, not yet due and payable.
2. Right of Way and Easements from R. M. Sheppard to Dekalb County, Georgia, dated September 10, 1947, recorded in Deed Book 739, Page 62, aforesaid records.
3. Right of Way and Easements from Mrs. Romie Smith to Dekalb County, Georgia, dated September 10, 1947, recorded in Deed Book 739, Page 65, aforesaid records.
4. Boundary Line Agreement by and between Nationwide Holding Corporation and Jessie H. Smith, individually, and as executor under the last will and testament of Mrs. Romie Tuck Smith, dated November 28, 1973, recorded in Deed Book 3118, Page 310, aforesaid records.
5. All matters as revealed on that certain survey entitled "ALTA/NSPS LAND TITLE SURVEY" FOR D.R. HORTONEAST, dated May 18, 2019, prepared by Planner and Engineers Collaborative.

EXHIBIT D

COUNTY RESOLUTION AUTHORIZING THE EXCHANGE

DRAFT

EXHIBIT E

LIST OR PERMITTED TITLE EXCEPTIONS FOR D.R. HORTON PROPERTY

1. All taxes for the year 2020 and subsequent years, not yet due and payable.
2. Declaration of Covenants, Conditions and Restrictions for Flat Rock Hills, dated October 1, 2015, filed for record October 25, 2015, recorded in Deed Book 25219, page 645, DeKalb County records; as amended at Deed Book 26598, page 228, aforesaid records; further amended at Deed Book 27228, page 731, aforesaid records. Includes mandatory membership in homeowners' association.
3. Right of Way Easement from Walter F. Bunzl to Southern Bell Telephone and Telegraph Company, dated March 20, 1987, filled for record April 9, 1987, recorded in Deed Book 5797, page 73, DeKalb County records.
4. Rights of other in and to the ingress/egress easement from Lyons Road to the Cemetery.

EXHIBIT F

FORM OF D.R. HORTON LIMITED WARRANTY DEED

AFTER RECORDING RETURN TO:

D. R. Horton, Inc.
Attention: Land Acquisition & Development
1371 Dogwood Drive, SW
Conyers, GA 30012

Tax Parcel ID:

STATE OF GEORGIA

COUNTY OF DEKALB

LIMITED WARRANTY DEED

THIS INDENTURE is made as of the ____ day of _____, 2020, by and between the **D.R. HORTON, INC.**, a Delaware corporation (“Party of the First Part”) and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Party of the Second Part”) (“Party of the First Part” and “Party of the Second Part” to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

Party of the First Part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, exchanged, aliened, conveyed and confirmed, and does hereby grant, bargain, exchange, alien, convey and confirm unto Party of the Second Part all that tract or parcel of land lying and being in Land Lots 47 and 48 of the 16th District, DeKalb County, Georgia, being more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (the “Land”).

TO HAVE AND TO HOLD the Land, together 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 Party of the Second Part, forever, in fee simple.

AND Party of the First Part **WILL WARRANT** and forever defend the right and title to the Land unto Party of the Second Part against the claims of any persons owning, holding or claiming by, through or under Party of the First Part.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Party of the First Part has caused its duly authorized representative to execute this Limited Warranty Deed, to affix its seal hereto and to deliver this Limited Warranty Deed, as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(NOTARY SEAL)

GRANTOR:

D.R. HORTON, INC.,
a Delaware corporation

By: _____ (SEAL)

Name: _____

Title: _____

DRAFT

Exhibit "A"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 47 AND 48 OF THE 16th LAND DISTRICT, CITY OF STONECREST, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (ONE INCH OPEN TOP PIPE) AT THE INTERSECTION OF THE OF THE WESTERLY RIGHT OF WAY LINE OF LYONS ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY) AND THE LAND LOT LINE COMMON TO LAND LOTS 47 AND 48; THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, DEPARTING THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 AND ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF LYONS ROAD THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 00 DEGREES 29 MINUTES 17 SECONDS WEST A DISTANCE OF 329.33 FEET TO A POINT; THENCE SOUTH 00 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 475.26 FEET TO AN IRON PIN SET; THENCE DEPARTING THE SAID WESTERLY RIGHT OF WAY LINE OF LYONS ROAD SOUTH 80 DEGREES 37 MINUTES 27 SECONDS WEST A DISTANCE OF 1919.39 FEET TO A POINT; THENCE NORTH 00 DEGREES 33 MINUTES 58 SECONDS EAST A DISTANCE OF 575.53 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 85 DEGREES 23 MINUTES 54 SECONDS EAST A DISTANCE OF 917.32 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 03 DEGREES 01 MINUTES 33 SECONDS EAST A DISTANCE OF 487.01 FEET TO AN IRON PIN FOUND (ONE HALF INCH OPEN TOP PIPE) ON THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48; THENCE ALONG THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 NORTH 88 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 75.90 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE DEPARTING THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 NORTH 05 DEGREES 29 MINUTES 37 SECONDS WEST A DISTANCE OF 181.78 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 58 DEGREES 16 MINUTES 54 SECONDS WEST A DISTANCE OF 59.17 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 32 DEGREES 50 MINUTES 50 SECONDS WEST A DISTANCE OF 54.35 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 24 DEGREES 33 MINUTES 04 SECONDS WEST A DISTANCE OF 94.28 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 06 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 78.54 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR) ON THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48; THENCE ALONG THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 NORTH 88 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 299.06 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE DEPARTING THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 48 NORTH 00 DEGREES 09 MINUTES 02 SECONDS EAST A DISTANCE OF 429.72 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 73 DEGREES 47 MINUTES 33 SECONDS EAST A DISTANCE OF 336.76 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 44 DEGREES 48 MINUTES 02 SECONDS EAST A DISTANCE OF 59.54 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 73 DEGREES 47 MINUTES 33 SECONDS EAST A DISTANCE OF 314.41 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 48 DEGREES 07 MINUTES 32 SECONDS EAST A DISTANCE OF 40.23 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 73 DEGREES 02 MINUTES 38 SECONDS EAST A DISTANCE OF 210.71 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 75 DEGREES 46 MINUTES 39 SECONDS A DISTANCE OF 51.83 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 89 DEGREES 37 MINUTES 15 SECONDS EAST A DISTANCE OF 345.38 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 83 DEGREES 55 MINUTES 31 SECONDS EAST A DISTANCE OF 33.60 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 87 DEGREES 17 MINUTES 55 SECONDS EAST A DISTANCE OF 66.60 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE NORTH 66 DEGREES 45 MINUTES 31 SECONDS EAST A DISTANCE OF 72.39 FEET TO AN IRON PIN SET (ONE HALF INCH REBAR); THENCE SOUTH 42 DEGREES 29 MINUTES 40 SECONDS EAST A DISTANCE OF 53.22 FEET TO A POINT ON THE

LAND LOT LINE COMMON TO LAND LOTS 47 AND 50; THENCE ALONG THE SAID LAND LOT LINE COMMON TO LAND LOTS 47 AND 50 SOUTH 00 DEGREES 21 MINUTES 59 SECONDS EAST A DISTANCE OF 32.74 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF LYONS ROAD; THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF LYONS ROAD THE FOLLOWING TWO COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 233.75 FEET, AN ARC LENGTH OF 70.07 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19 DEGREES 31 MINUTES 08 SECONDS WEST AND A CHORD DISTANCE OF 69.80 FEET TO A POINT; THENCE SOUTH 00 DEGREES 09 MINUTES 04 SECONDS EAST A DISTANCE OF 656.56 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 52.967 ACRES (BEING 2,307,259 SQUARE FEET).

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EXHIBIT G

WIRE TRANSFER INSTRUCTIONS FOR IOLTA ACCOUNT

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EXHIBIT H

SPECIAL STIPULATIONS

This Agreement is made contingent on the occurrence and satisfaction of all of the following terms and conditions as set forth and referenced herein as Special Stipulations. In the event that any of the following terms and conditions do not occur, this Agreement shall terminate, and the parties shall be relieved of any further obligations hereunder. The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph in the Agreement, shall control:

1. DeKalb County obtaining the approval of the Board of Commissioners of DeKalb County authorizing the Exchange.
2. D.R. Horton and/or DRH-Crown obtaining corporate ratification of this Agreement as set forth in Section 10(j) hereof.
3. D.R. Horton and/or DRH-Crown delivering to DeKalb County a written Notice of Suitability signed by one of the executive officers of D.R. Horton as set forth in Section 2(h)(iii) hereof.