
STATE OF GEORGIA
COUNTY OF CAMDEN

SECOND AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
CONDITIONS AND EASEMENTS UPON
ST. MARYS COMMERCE PARK

City of St. Marys, a municipal corporation of the State of Georgia, hereinafter referred to as “City” executed and recorded that certain Declaration of Restrictive Covenants, Conditions and Easements Upon St. Marys Commerce Park dated January 26, 2022 and recorded at Book 2176, Pages 892-911, in the Public Records of Camden, County, Georgia, as amended by Amended and Restated Declaration of Restrictive Covenants, Conditions and Easements Upon St. Marys Commerce Park dated August 3, 2022 and recorded at Book 2213, Pages 685-706 aforesaid records (collectively, the “Declaration”). The City hereby amends, restates and supersedes in full the Declaration as follows.

ARTICLE 1

Recitals

1.1 City is the owner of certain real property located in the County of Camden, State of Georgia, described in Exhibit “A”, attached hereto and by reference made a part hereof, known as the St. Marys Commerce Park, sometimes hereinafter referred to as the “Property”. In order to establish an orderly, general plan for the improvement and development of the Property, the City desires to subject the Property to certain conditions, covenants, easements and restrictions upon and subject to which all the Property shall be held, improved, transferred and conveyed. The Property is subject to that certain Restrictive Use Easement dated November 3, 2017, recorded at Book 1889, Pages 4-17 aforesaid records and held by the United States of America and administered by the Department of the Navy, prohibiting use of the Property for all Aviation-Related Purposes and limiting any activity, improvement, development or use of the Property that would be incompatible with the operations, functions, and missions of Naval Submarine Base Kings Bay, hereinafter referred to as the “Installation,” and National Security. The Restrictive Use Easement is attached hereto as Exhibit “C” and by reference made a part hereof.

ARTICLE II
General Provisions

- 2.1 The City hereby declares that the Property is now held and shall hereafter be held, transferred, sold, leased, subleased, conveyed and occupied subject to the restrictive covenants, conditions and easements herein set forth, each and all of which restrictive covenants, conditions and easements shall be binding upon and inure to the benefit of and pass with each and every parcel of the Property and shall apply to and bind the Owners thereof and their respective heirs, successors and assigns. The City hereby grants to each Owner the right to the Property used in common, such right to be in common with the rights of all other Owners. Subject to the terms of an Intergovernmental Agreement (IGA) between the City and the Camden County Joint Development Authority (JDA), the City authorizes JDA to manage the Property including but not limited to implementation of all sales and leases, management of common areas and enforcement of these covenants.
- 2.2 The purpose of these restrictions is to ensure the proper development and use of the Property and to protect the Owner of each building site against such improper development and use of surrounding Building Site(s) as will adversely affect the value of its Building Site, to prevent the erection of unattractive structures at inappropriate locations, to prevent haphazard and inharmonious Improvements, to secure and maintain proper setbacks from street and adequate open spaces between structures, and in general to provide adequately for a superior type and quality of development on the Property in accordance with the master plan.
- 2.3 Definitions.
- (A) Building Site. "Building Site" shall mean any parcel, or any portion thereof, shown as an alphabetically or numerically designated parcel on Exhibit "A-1" attached hereto as modified or amended from time to time.
- (B) Improvements. "Improvements" shall mean any and all betterment, construction and/or improvement of any Building Site, or any portion thereof, and shall include without limitation all changes in site topography, underground utilities, all buildings, outbuildings, parking areas, loading areas, fences, walls, hedges, mass plantings, poles, signs, monuments, sculptures, driveways, lawns, drives, trees and shrubs.
- (C) City. "City", shall mean the City of St. Marys.
- (D) Owner. "Owner" shall mean any party and its successors, assigns, heirs and legal representatives, owning a fee simple interest in and to any Building Site or portion thereof. To the extent that the City meets the criteria for ownership set forth herein, it shall be deemed an Owner hereunder in addition to possession of the rights, powers, privileges, obligations, and duties hereby specifically imposed upon and granted to the City.

(E) Property. “Property” shall mean that property described in Exhibit “A” which is attached hereto and made a part hereof.

(F) Property Used in Common. “Property Used in Common” shall mean and refer to those areas of the Property which are not Building Sites, including, but not limited to parks, median strips located in the streets, drainage areas, detention ponds, private rights-of-way, rights-of-way and easements for all purposes including landscape easements, sign location areas and signs located therein, and any other plats or drawings of St. Marys Commerce Park prepared by the City and recorded in the public records of Camden County, Georgia.

(G) Restrictive Use Easement. “Restrictive Use Easement” shall mean that certain easement recorded as Document #007064 in Book 1889, Page 4, in the Public Records of Camden County, Georgia, held by the United States of America and administered by the Department of the Navy.

ARTICLE III

Regulation of Building Sites

- 3.1 Preparation and Approval of Plans and Specifications. No Improvements shall be constructed, erected, placed, altered, or permitted on any Building Site until plans and specifications therefor have been approved by the City, as provided in Article VI hereof or which, when constructed, do not conform to the requirements set forth herein, except as otherwise provided herein. All such plans and specification for Improvements to any Building Site, other than any Improvements determined by the City to be minor or not material to the overall development of the Property in accordance with this Declaration, shall be prepared by one or more architects, engineers and/or landscape architects licensed by the State of Georgia. Plans and Specifications must also secure approvals for all Building and site Improvements from the local planning and zoning authority. For the St. Marys Commerce Park, that agency is the City of St. Marys Community Development Department and Building Department.
- 3.2 Completion of Construction. After commencement of construction of any Improvement on any Building Site, the Owner thereof shall diligently prosecute the work thereon to the end that any Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. All Improvements shall be completed within two (2) years after approval of plans therefor by the City (or after Owner’s acquisition of the Building Site if such acquisition occurs after the City’s approval of plans). During construction, the Owner shall cause the Building Site to remain in a reasonably neat and orderly condition, shall prevent the accumulation of trash, and shall prevent runoff of surface water and soil from the Building Site onto adjacent property or streets. If, at the end of the above stated two (2) year period, construction of any Improvement is not being diligently pursued by the Owner, then the City shall

have the option to proceed with such construction and any cost incurred by the City relative to such construction shall be paid by the Owner.

3.3 Excavation. No excavation shall be made on any Building Site except in connection with construction of Improvements thereon or as may be directed by a master grading plan which may be developed by the City for the Property. Upon completion of construction of Improvements on any Building Site, exposed openings, not considered a part of a site drainage plan shall be backfilled and disturbed ground shall be smoothly graded and landscaped.

3.4 Storm drainage.

(A) Plans and specifications for any Improvement on any Building Site shall include a detailed storm drainage plan indicating estimated quantity and direction of storm water runoff, pipe size and location, catch basins, storm water detention areas, head walls, ditches, swales and other drainage structures or Improvements to be constructed by the Owner.

(B) All storm drainage shall be carried to designated drainage easements and in no case shall any storm drainage from any Building Site be carried across the Owner's property line onto another Building Site except when confined within specified drainage of other Building Sites within the Property.

(C) Drainage plans for Building Sites shall be approved by the City as well as the City of St. Marys Community Development Department as the local permitting agency, as provided in Article VI hereof, and shall be designed to coordinate with the drainage of the entire property. No drainage of other Building Site shall be constructed which would prohibit the proper drainage of other Building Sites within the Property.

3.5 Landscaping

(A) Plans and specifications for any Improvements to be constructed on any Building Site shall include a detailed landscaping plan indicating the location, size, type and height of each planting noted thereon. The entire area of any Building Site and the area between the Building Site property line and public right-of-way line or ditch shall be landscaped by the Owner of such Building Site, except for areas covered by buildings, paved areas and sidewalks.

(C) All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed within sixty (60) days after the substantial completion of construction of any Improvements to be constructed on a Building Site, subject to extension for weather conditions that are not conducive to landscaping. The Owner of each Building Site shall cause the approved landscaping to be installed and maintained thereafter in an attractive and well-kept condition. Minimally, sod shall be installed and

maintained in the front yard of any Building Site in the area around front entrances to a building, and in the area around any automobile parking areas in the front of a building.

(D) All trees now standing on any Building Site within fifteen (15) feet of any front, side or rear Building Site property line shall be left standing as a permanent, natural buffer zone; provided that such existing trees may be removed as necessary for the installation of access drives for vehicular and pedestrian access. It is the intent of this Declaration to maintain between Building Sites natural, wooded buffer zones to a total depth of thirty (30) feet where such buffers now exist.

3.6 Signs.

(A) No signs, billboard, identification marker, monument, sculpture or the like shall be permitted on any Building Site, except as follows:

(1) Signs identifying the name, business and products of the person or firm occupying the primary building or buildings on a Building Site; provided, however, that such signs shall be constructed in accordance with the signs standards outlined on Exhibit "B", as well as local ordinances; and,

(2) Signs offering the Building Site for sale or lease; provided, however, that these signs shall conform to a size and design scheme to be supplied by the City; and local ordinances; and,

(3) Temporary signs no larger than four (4) feet by eight (8) feet which may be used as a project sign during construction of Improvements, or as determined by local ordinances.

(B) All signs shall conform to setback lines imposed by the City and by appropriate governmental ordinances, zoning laws, etc.

(C) Notwithstanding the foregoing, the City, in its sole discretion, may vary the "standard" sign design or grant variances with respect thereto on a case by case basis so long as such approval or refusal is not in violation of applicable local zoning requirements or ordinance.

3.7 Loading Areas. Loading and receiving areas shall not be permitted in the front yard (defined as the land area between the principal street or roadway on the Property and the building or buildings on a Building Site) of any Building Site, provided the City in its sole discretion may waive this restriction based upon unusual needs or requirements of the Owner of a Building Site. In all events, landscaped or fenced visual buffers shall be erected so as to screen loading and receiving areas from all streets and roads.

3.8 Outside Storage. Unless visually screened by shrubbery or fencing in a manner acceptable to the City, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Building Site outside the main building located thereon. Waste and rubbish

storage facilities shall be properly screened by shrubbery or fencing and the inspection and construction thereof shall be subject to the review and approval of the City.

3.9 Parking.

(A) No parking shall be permitted on any public street, right of way, property used in common or any place other than on the off-street paved parking spaces provided for and described herein below.

(B) Adequate off-street parking shall be provided by each Owner for employees, tenants, occupants, customers and visitors. The location, number and size of parking spaces shall be subject to review and approval by the City; and shall conform to all applicable local zoning ordinances and governmental regulations (including the Americans with Disabilities Act.)

3.10 Utility Connections. All utility connections, including all electrical and telephone connections and installation of wires to Improvements shall be made underground from the nearest available power or utility source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any building or other Improvement, but the same shall be placed at or below ground level, and when placed at ground level, shall be adequately screened. The exception to the previous sentence is when the cost would be prohibitive to the Owner. Exceptions to any installations deemed to be cost prohibitive by the Owner may only be waived upon review and approval, in writing, by the City. Notwithstanding the foregoing portions of this Section 3.10, overhead electrical connections shall be permitted during the construction period of the Improvements.

3.11 Fences. No fence, wall, hedge or mass planting shall be erected, installed, or permitted to remain without prior written approval of the City. Such fences, wall, hedge or mass planting must be shown on a formal site plan for the Building Site.

3.12 Exterior Lighting. All exterior lighting on any Building Site shall be designed, installed, altered and maintained in accordance with plans and specifications approved by the City. Lighting shall be compatible and harmonious throughout the Property and shall be in keeping with the exterior design of the building on the Building Site in question.

3.13 Maintenance of Building and Landscaped Areas.

(A) Each Owner of any Building Site shall keep all Improvements thereon in a safe, clean, and maintained manner, and shall comply in all respects with all government statutes, local ordinance, regulations and health, police and fire requirements. Each Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its Building Site.

(B) Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. The containers will be kept in a designated "Waste Containment Area" defined as an area within a Building Site where waste, dumpsters or trash containers are to be located until properly disposed of. Waste Containment Areas should not be visible from the front yard of any Building Site. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be permitted to accumulate or be disposed of on the Property by burning or burial. If any Building Site uses curbside containers provided by a local government or private contractor, those container(s) must be placed at the public right of way for pick-up on scheduled pick-up days and removed within 24 hours after pick-up and stored in the proper Waste Containment Area for each Building Site.

(C) All signs permitted will be maintained in a neat and orderly manner and repainted or repaired promptly as required.

(D) All paved areas, driveways and concrete aprons on a Building Site shall be kept in good repair.

(E) All steep banks or slopes shall be maintained with suitable grasses, trees or shrubs to prevent erosion, exposure of dirt and clay, and an unsightly appearance. Where grass is used to control erosion on a steep bank or slope, such grass shall be planted and maintained so as not to exceed a height of six (6) inches.

(F) No Improvements on any Building Site shall be permitted by the Owner of such Building Site to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

(G) All planted grasses, trees, shrubs or other plantings shall be maintained consistently in a neat and orderly and healthy condition. All plantings and grass shall be kept free of debris and shall be adequately fertilized and maintained.

(H) All parking medians shall be planted and maintained as landscaping features with shrubs and other like vegetation.

(I) In the event that the Owner of any Building Site shall fail to comply reasonably with all of the requirements of this Section 3.13, the City and its successors shall have the right, but not the duty, to take corrective action at the expense of the Owner.

3.14 Height Restrictions. No Improvement, including but not limited to, buildings, building appurtenances, water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts and antennas, or flagpoles shall exceed heights prescribed or

approved by the City or applicable zoning ordinance or applicable restrictions; provided, the City will not unreasonably withhold approval of such Improvements.

3.15 Building Regulations.

(A) Exterior Walls. The exterior walls of all building(s) shall be of such materials, design and colors as may be approved in writing by the City; provided, however, tilt-up concrete and metal siding are approved materials. All front facades of either (i) any office building or (ii) any office area of an industrial or warehouse building that can be accessed directly from the front of such building, shall be either clad in brick masonry, tabby stucco, board and batten siding made of a cementitious siding, or a combination of the aforementioned.

(B) Canopies. No canopies with visible hangers will be permitted. Design of canopies shall be in keeping with the design of buildings including color coordination and must be approved in writing by the City.

3.16 No Division of Building Sites. No Owner, other than the City, may subdivide or reverse subdivide or in any way alter the size, shape or area of any Building Site from that shown on Exhibit "A" which is attached to this Declaration, as such Exhibit may be amended from time to time by the City. The prohibition against subdivision of any Building Site by an Owner, other than the City, as contained in this paragraph 3.16, shall survive any conveyance by the City to any owner or any conveyance to any successor Owner.

ARTICLE IV

Operations Standards

4.1 Permitted Uses; Restriction on Uses. Unless otherwise specifically prohibited herein or restricted by applicable zoning codes or other governmental regulations, any light or general industrial operation and use will be permitted if performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent Building Sites.

The following uses are permitted:

Light Industrial - Warehousing and light manufacturing, assembly or processing operations, with ancillary office.

General Industrial Uses - Intensive Manufacturing, Assembly or Processing Operations , with ancillary office.

No Owner shall permit a nuisance to be created or maintained on its Building Site. A nuisance within the meaning of this paragraph shall include, but not limited to, vibration, sound, electro-mechanical disturbance, pollution of the air and water, dust or emission of toxic or nontoxic matter.

Under the Restrictive Use Easement, the United States of America has the right to prohibit and prevent activities, improvements, development, or use of the Property which would encumber, impede, limit, or otherwise be incompatible with the operations, functions, and missions of the Installation, including the sale, transfer or lease of the Property to a foreign entity, foreign government, or foreign government-controlled entity. The United States has the right to regulate or prohibit electromagnetic and radio frequency emissions, the release of interfering substances into the air, and light emissions which would interfere with the operations of the Installation. The Restrictive Use Easement prohibits (1) any use of the airspace of the Property for Aviation-Related Purposes; (2) the erection, construction, installation or use of any facility on the Property for Aviation-Related Purposes; (3) the erection, construction, installation or alteration of any structure whatever on the Property extending more than 75 feet above ground level; and (4) the manufacture or use of munitions on the Property, as these restrictions are set forth and defined in the Restrictive Use Easement. The City must provide the United States 90 days' advance, written notice of any proposed foreign sale, transfer or lease of any portion of the Property, advance notice of divestment of any interest in the Property, including a lease, and advance notice of certain special events to be held on the Property, pursuant to the terms of the Restrictive Use Easement. The City must provide the United States not less than 60 days' advance, written notice (in the manner described in the Restrictive Use Easement) of any proposed new uses and construction on the Property, including all details required for the United States to make an informed judgment as to the consistency with the Restrictive Use Easement. United States' approval or disapproval of the proposed activity will be provided within 60 days. Finally, the Restrictive Use Easement must be referenced, and its terms incorporated, in any deed or other legal instrument of divestiture, including a leasehold interest.

- 4.2 Damage to or Destruction of Improvements. Any improvements on any Building Site damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or the like, shall be repaired and restored or replaced immediately, including the removal of debris, or should it be determined by the Owner thereof not to repair such Improvement, then the Owner, at its expense, shall demolish and remove the damaged Improvement from its Building Site and thereafter maintain the Building Site in a graded, maintained condition. No Building Site shall remain in an unrepaired or unremoved condition for a period in excess of ninety (90) days from the date of said casualty; provided, however, if such repair or removal would take more than ninety (90) days to complete, then an Owner must commence such repair or removal within ninety (90) days from said casualty, and thereafter diligently pursue it to completion.
- 4.3 Right to Enter. During reasonable business hours, the City or its authorized representative(s), shall have the right to enter any Building Site, but not the interior of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Any such entry shall constitute an

authorized entry, and the City or its authorized representative(s) shall not be deemed guilty of trespass or constructive eviction by reason thereof.

ARTICLE V

Property Used in Common

- 5.1 Responsibility for Property Used in Common. The City or its designee shall operate and maintain the Property Used in Common to a standard of industrial parks similar to the Property. The owner of any Building Site at all times shall maintain all landscaping between the property line of its Buildings Site and the curb of any street. At the sole discretion of the City, any and all roads within the Property may be dedicated to the appropriate governmental authority.
- 5.2 Expenses of Property Used in Common. Each Owner of a Building Site shall defray the total expenses of the City for the operation, maintenance (including landscaping maintenance except as otherwise provided herein), repairs, replacements, and services for the Property Used in Common and all Improvements thereon, including but not limited to, lighting, road resurfacing, trash removal, mowing and maintenance, landscaping and maintenance, signage, insurance premiums, expenses of attendance, if any, and real property taxes. For clarification, Owner's shall not be responsible for the initial capital costs of the City first constructing any improvements within the Property Used in Common (e.g. lighting, roads, installation of landscaping, stormwater lines, ponds and detention, signs for the Property etc.)
- 5.3 Assessments. Each Owner's share of the aforesaid expenses shall be a sum equal to the product of the amount of such total expenses multiplied by a fraction, the numerator of which shall be the acreage of the Owner's Building Site, and the denominator of which shall be the total acreage of all Building Sites as shown on the site plan for the Property, as amended or modified from time to time. Each Owner will be assessed its respective share of the aforesaid expenses not more frequently than quarterly, and payment of such assessments shall be due within thirty (30) days after receipt of a bill therefor at the Building Site. Assessments not timely paid shall constitute a lien against the Building Site to which the assessment pertains from and after the due date of such assessment and may be collected by the City together with all costs of collection, from nonpaying Owner by appropriate legal action. Any such lien shall be subordinate to any first mortgage lien or security title on the affected Building Site.

ARTICLE VI

Approval of Plans; Variances; Easements

- 6.1 Approval. No Improvement shall be erected, placed, replaced, altered, maintained, or permitted to remain on any Building Site until plans and specifications showing a site plan, drainage plan, and all exterior elevations, with materials and colors therefor, and landscaping plans, shall have been submitted to and approved in writing by the City, but such approval shall not be unreasonably withheld. Such plans and

specifications, other than for any Improvements determined by the City to be minor or not material to the overall development of the Property in accordance with this Declaration shall be prepared by one or more architects, engineers and/or landscape architects licensed by the State of Georgia submitted in writing over the signature of the Owner of the Building Site or Owner's authorized agent.

- 6.2 Basis of Approval. Approval shall be based on the conformity and harmony of exterior design with neighboring structures; effect of location and use of Improvements on adjacent Building Sites; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The decision of the City as to such matters shall be conclusive and final.
- 6.3 Time for Approval. If the City fails to either approve or disapprove such plans and specifications within thirty (30) days after a complete package of the same has been properly submitted to the City, the City shall be conclusively presumed to have approved said plans and specifications; provided, however, that in all events such plans and specifications, and the Improvements in all events based thereon, must comply in all other respects with the requirements set forth herein, unless specifically provided otherwise.
- 6.4 No liability. Neither the City, nor its successors or assigns, shall be liable in damages or otherwise to anyone submitting plans to the City for approval, or to any Owner affected by this Declaration, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every entity which submits plans to the City for approval agrees by submission of such plans, and every Owner of any Building Site agrees by acquiring title thereto or interest therein, that it will not bring any action or suit against the City to recover any such damages, or any other such relief based upon the aforesaid causes.
- 6.5 Variances. The City, and its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and unnecessary hardships in the application of the provisions contained herein; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing Improvements on the Property. Any variance granted pursuant to the City granted herein shall constitute a waiver of provisions of this Declaration by all Owners of Building Sites, and all Owners hereby irrevocably and unconditionally appoint the City, its successors and assigns, as their true and lawful attorney-in-fact for the limited purposes of consenting to the aforesaid variances.

6.6 Easements.

(A) The City hereby declares and establishes, as an appurtenance to each Building Site, perpetual, non-exclusive easement (the “Common Area Easement”) on, under, through and across the Property Used in Common for the use by each Owner and its tenants and occupants, and their respective employees, contractors and invitees, including, but not limited to, for ingress and egress over roads, for tying into and using utilities, and for storm drainage and detention in and through stormwater lines, ponds and facilities which are constructed by the City in the Property Used in Common (but not any such private improvements located on a Building Site).

(B) The City hereby reserves a non-exclusive easement over, through, across and under every Building Site for the purposes of all electric, water, sewer, storm, drainage, gas, telephone, cable television, security systems and all other utilities necessary or desirable, whether for the benefit of any Building Site or for the Property Used in Common, provided such easements (and installations) do not interfere with existing Improvements constructed, or in the process of being constructed or approved for construction on Building Sites; and provided further, such easement shall not extend more than twenty (20) feet perpendicularly beyond any side, front, or rear lot line of any Building Site. The City shall consult with Owners affected to coordinate any such installations which also must benefit the Owners affected. Further, each Owner shall have the right to install access drives, curb cuts and other related road improvements in such easement area.

ARTICLE VII

Enforcement

- 7.1 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions, and conditions of this instrument as it relates to the Building Site owned by such Owner, by its employees, agents, independent contractors, tenants, building occupants, customers, and visitors.
- 7.2 Abatement and Suit. Violation or breach of any restriction herein contained shall give to the City and every Owner, subject to this Declaration, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these restrictions, including, without limitation, actions to enjoin or prevent such Owner from doing so, to cause said violation to be remedied, or to recover damages for said violation.
- 7.3 Deemed to Constitute a Nuisance. Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any Owner, either public or private shall be applicable against every such action or omission and may be exercised by the City or by any Owner.

- 7.4 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, the Owner against whom a final order is issued shall pay the attorney's fees of the City and/or prevailing Owner or Owners, in such amounts as may be fixed by the Court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.
- 7.5 Failure to Enforce Not a Waiver of Rights. The failure of the City or any other Owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the City for any failure, refusal or omission to institute or join any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

ARTICLE VIII

Term, Termination, Modification and Assignment

- 8.1 O.C.G.A. 44-5-60. This Declaration and the restrictions on use contained herein, are subject to O.C.G.A. 44-5-60 et seq. However, it is the express intent of the parties that the easements created hereunder shall be perpetual and shall not terminate as a result of O.C.G.A. 44-5-60.
- 8.2 Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified or amended as to the whole of the Property, with the written consent of the Owners of sixty-five percent (65%) of the total acreage of the Building Sites, provided, no such termination, extension, modification or amendment shall be effective without the written approval of the City so long as the City owns at least fifteen percent (15%) of the acreage of all Building Sites. Furthermore, any termination, modification or amendment to any easement granted or created herein (including the Common Area Easement) shall require the written consent of each and every Owner of a Building Site benefitted or burdened by such easement.
- 8.3 Assignment of City's Rights and Duties. The rights, powers, privileges, obligations and duties hereby specifically granted to or imposed upon the City (as opposed to those rights, powers, privileges, obligations and duties hereby granted to or imposed upon Owners) may be transferred to any successor or assignee of the City which succeeds to the City's interest in the Property Used in Common. The City shall have the absolute right to make such a transfer to any Owner or Owners; provided, however, that any such successor or assignee of the City shall also either be an Owner of at least fifteen percent (15%) of the acreage of all Building Sites, or be an owner's association comprised of all of the Owners of Building Sites (which owner's association shall be organized and governed according to rules, regulations, by-laws and procedures established by a majority vote of Owners, with each Owner having votes in an amount equal to the Building Site acreage owned by such Owner.) Provided further, that any such successor or

assignee of the City shall, in a writing in recordable form expressly assume the obligations and duties of the City hereunder. From after the date of such written assumption, the City shall be released and excused from further liability hereunder and from the exercise of all rights, powers, privileges, obligations and duties hereby granted to or imposed upon the City (as opposed to those rights, powers, privileges, obligations and duties granted to or imposed hereby upon the City as an Owner), and the successor or assignee of the City shall possess and may exercise all rights, powers, privileges (and shall be subject to all duties and obligations) formerly specifically granted to or imposed upon the City. At such time as the City owns less than fifteen (15%) percent of the acreage of all Building Sites, the City shall assign, transfer and convey to an owners association all of the City's title and interest in and to the Property Used in Common (as defined in Section 2.3(F) hereof; provided, however, the City may, in its discretion, assign, transfer and convey any portion of the Property Used in Common to any governmental body having jurisdiction, or to an eleemosynary organization which will own, operate and maintain such property in accordance with this Declaration.

- 8.4 Assignment of Owner's Rights and Duties. The rights, powers, privileges, obligations and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except to an entity acquiring the Owner's interest in a Building Site or any lessee or sub-lessee of such Owner. The instrument by which the interest of any Owner in a Building Site is acquired shall recite that it is subject to this Declaration of Restrictive Covenants, Conditions and Easements and shall contain an agreement by the transferee to be bound by all of the terms and conditions hereof.

ARTICLE IX

Miscellaneous Provisions

- 9.1 Constructive Notice and Acceptance. Every entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property.
- 9.2 Mutuality, Reciprocity, Runs with the Land. All restrictions, conditions, covenants, easements and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property, shall create a mutual, equitable servitude upon each Building Site and Property Used in Common, in favor of every other Building Site; shall create reciprocal rights and obligations between the respective Owners of all Building Sites and City as owner of the Property Used in Common; and shall, as to the Owner of each Building Site and the City as owner of the Property Used in Common,

and their respective heirs, successors and assigns, operate as covenants running with the land, for the benefit of the rest of the Property.

- 9.3 Instrument. This instrument shall bind and inure to the benefit of the City and all Owners, and their respective successors, assigns, heirs, and legal representatives.
- 9.4 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- 9.5 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
- 9.6 Notice. Any and all notices or other communications required or permitted by this Declaration or by law to be served on or given to any party subject to the terms and provisions hereof, shall be in writing and shall be in writing and shall be deemed duly served and given when personally delivered to the person to whom it is addressed or in lieu of such personal delivery, when deposited in the United States mail, first class, certified or registered mail, postage prepaid, and addressed as follows:
- A. City of St. Marys
418 Osborne St.
St. Marys, Georgia 31558
 - B. If to any other party, at the address of the Building Site which is the subject of such notice or communication.
- 9.7 No Effect on Ordinances Adopted. Nothing in this instrument may be interpreted to modify or alter the City Zoning Ordinance or any ordinance of the City.
- 9.8 Authority to Grant Approval. Where approval by the City is required, this shall be interpreted to mean approval by the Community Development Director with concurrence by the City Manager.

IN WITNESS WHEREOF, the City, by formal review and approval of its governing authority, has executed this establishment of the aforementioned Second Amended and Restated Declaration of Restrictive Covenants, Conditions, and Easements Upon St. Marys Commerce Park on this 7th day of November, 2022.

Signed, Sealed, and Delivered in the Presence of:

Donna M. Larsen
Witness
Print Name: Donna M. Larsen

Kassidy Ward
Notary Public

My Commission Expires: 01-11-2026

[NOTARIAL SEAL]



CITY OF ST. MARYS, a municipal corporation of the State of Georgia

By: John F. Morrissey
JOHN F. MORRISSEY, MAYOR



ATTEST:

Deborah Walker-Reed
DEBORAH WALKER-REED, CITY CLERK
CITY OF ST. MARYS, GEORGIA

Exhibit "A"

Land Description
ST MARYS AIRPORT
Parcel 1 (WITH LESS AND EXCEPT PARCEL)

All that tract or parcel of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia, being a portion of the property described in Deed Book 1049, Page 381 and being more particularly described as follows:

Beginning at a 1-1/2" open top pipe found at the intersection of the southeast limits of North Dandy Street (AKA Airport Access Road – no right-of-way deed was found; however, the road is providing access to adjoining parcels) and the northeast right-of-way line of State Route 40 (100-foot right-of-way), said monument being the POINT OF BEGINNING having a grid coordinate value of N: 271828.61 E: 846365.28 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011));

- 1) thence along the northeast right-of-way line of State Route 40 N68°07'47"W for a distance of 102.50 feet to a 3/4" open top pipe found at the intersection of the northeast right-of-way line of State Route 40 and the northwest limits of North Dandy Street;
- 2) thence along the northwest limits of North Dandy Street and along a common property line with now-or-formerly Gilman United Federal Credit Union N35°28'34"E for a distance of 349.80 feet to a 1" open top pipe found at the intersection of the northwest limits of North Dandy Street and southwest limits of Spence Street (no right-of-way deed was found; however, the road is providing access to adjoining parcels);
- 3) thence along the limits of Spence Street and along another common property line with now-or-formerly Gilman United Credit Union, a common property line with now-or-formerly Trade Antiques, LLC, now-or-formerly Edward R. Candy, now-or-formerly Greg & Jobeth Bird, now-or-formerly Jennifer L. Smith, now-or-formerly Warren & Loretta Peoples, leaving the southwest limits of Spence Street, along a common property line with now-or-formerly Woodrow R., Jr. & Catherine R. Porter, now-or-formerly Barlow Dynasty, LP & Sanders Dynasty, LP and now-or-formerly John Swain N62°33'15"W for a distance of 1647.99 feet to a concrete monument found;
- 4) thence along another common property line with now-or-formerly John Swain N15°00'37"E for a distance of 1170.15 feet to a 1-1/2" open top pipe found;
- 5) thence along another common property line with now-or-formerly John Swain and along a common property line with now-or-formerly William A. Farmer, right-of-way line of Bay Street (50-foot right of way), along a common property line with now-or-formerly Doylee Dill, right-of-way line of North Julia Street (25-foot right of way), along a common property line with now-or-formerly William Alan & Tracy A. Farmer and now-or-formerly St. Marys, LTD N54°16'54"W for a distance of 1670.84 feet to a PK nail set on the centerline of Martha Drive (no right-of-way deed found or provided);
- 6) thence along said centerline N09°20'07"W for a distance of 566.51 feet to a PK nail set;
- 7) thence leaving said centerline line along a common property line with now-or-formerly Robert K. & Gloria D. Ormand and Lots 4, 5 & 7, Minchew Subdivision N80°46'42"E for a distance of 634.42 feet to a 5/8" rebar set with cap (LSF 001140) on the southwest right-of-way line of Douglas Drive (variable width right-of-way);

Exhibit "A"

- 8) thence along said right-of-way line S38°45'14"E for a distance of 33.96 feet to a point;
- 9) thence continuing along the said right-of-way line along a curve to the left with an arc length of 301.98 feet, with a radius of 430.25 feet, with a chord bearing of S58°49'47"E, with a chord length of 295.82 feet to a point;
- 10) thence continuing along said right-of-way line S75°07'18"E for a distance of 150.27 feet to a point;
- 11) thence continuing along said right-of-way line along a curve to the right with an arc length of 309.67 feet, with a radius of 776.54 feet, with a chord bearing of S67°30'47"E, with a chord length of 307.62 feet to a point;
- 12) thence continuing along said right-of-way line along a reverse curve to the left with an arc length of 75.34 feet, with a radius of 646.07 feet, with a chord bearing of S59°25'48"E, with a chord length of 75.30 feet to a 5/8" rebar set with cap (LSF 001140);
- 13) thence leaving said right-of-way line along a common line with St Marys Industrial Park, North Site S54°24'32"E for a distance of 1323.26 feet to a concrete monument found;
- 14) thence along another common property line with St Marys Industrial Park, North Site N62°09'16"E for a distance of 1122.06 feet a concrete nail hole found (in top of concrete drop inlet);
- 15) thence along another common property line with St Marys Industrial Park, North Site and along a common property line with the City of St Marys N35°42'05"E for a distance of 3128.64 feet to a concrete monument found;
- 16) thence along another common property line with the City of St Marys S84°11'10"E for a distance of 517.41 feet to a 5/8" rebar set with cap (LSF 001140) on the west right-of-way line of Point Peter Road (100-foot right-of-way – AKA USS Woodrow Wilson Avenue);
- 17) thence along said right-of-way line S07°13'30"W for a distance of 312.18 feet to a 5/8" rebar set with cap (LSF 001140);
- 18) thence leaving said right-of-way line along a common property line with St Marys Industrial Park, Site 2 S35°38'53"W for a distance of 3112.74 feet to a concrete monument found;
- 19) thence along another common property line of St Marys Industrial Park, Site 2 S09°08'06"W for a distance of 1119.06 feet to a 5/8" rebar set with cap (LSF 001140);
- 20) thence along another common property line of St Marys Industrial Park, Site 2 S54°22'54"E for a distance of 1709.91 feet to 5/8" rebar set with cap (LSF 001140) on the west right-of-way line of Point Peter Road;
- 21) thence along said right-of-way line along a curve to the right with an arc length of 260.37 feet, with a radius of 522.96 feet, with a chord bearing of S27°15'59"W, with a chord length of 257.69 feet to a point;
- 22) thence continuing along said right-of-way line S41°32'03"W for a distance of 94.87 feet to a point;
- 23) thence continuing along said right-of-way line along a curve to the left with an arc length of 434.91 feet, with a radius of 622.96 feet, with a chord bearing of S21°32'03"W, with a chord length of 426.13 feet to a point;

Exhibit "A"

- 24) thence continuing along said right-of-way line S01°32'03"W for a distance of 673.55 feet to a point;
- 25) thence continuing along said right-of-way line along a curve to the right with an arc length of 214.59 feet, with a radius of 1095.92 feet, with a chord bearing of S07°08'37"W, with a chord length of 214.24 feet to a 5/8" rebar set with cap (LSF 001140);
- 26) thence leaving said right-of-way line along a common property line with now-or-formerly The Jones Company, now-or-formerly Downey Family, LP and now-or-formerly Osborne Village Properties N62°35'07"W for a distance of 502.73 feet to a 5/8" rebar set with cap (LSF 001140);
- 27) thence along a common property line with now-or-formerly Osborne Village Properties, LLC, now-or-formerly James A. & Mildred Walters, now-or-formerly Mae Edwards, now-or-formerly Sanford S. Feller, now-or-formerly Igelsia Cristiana Roca De Fe, INC, now-or-formerly James H. Burnham, now-or-formerly Tracy L. & Wilma L. Waldrop, now-or-formerly Patricia A. & Karl E. Lewis, now-or-formerly Joshua Rubin, now-or-formerly Oscar & Helen Brazell, now-or-formerly Church of Christ, and now-or-formerly Jason F. Pierce N62°33'07"W for a distance of 1848.69 feet to a 5/8" rebar set with cap (LSF 001140) on the southeast limits of North Dandy Street;
- 28) thence along said limits and along another common property line with now-or-formerly Jason F. Pierce and along a common property line with now-or-formally Lamar & Mary J. Cloud S34°48'46"W for a distance of 339.19 feet to a 1-1/2" open top pipe found, said monument being the POINT OF BEGINNING.

Said parcel having an area of 12,151,395 square feet or 278.958 acres.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia, being property described in Deed Book 201, Page 507, Deed Book 426, Page 26 and being more particularly described as follows:

Commencing at a 1-1/2" open top pipe found at the intersection of the southeast limits of North Dandy Street (AKA Airport Access Road – no right-of-way deed was found; however, the road is providing access to adjoining parcels) and the northeast right-of-way line of State Route 40 (100-foot right-of-way), said monument having a grid coordinate value of N: 271828.61 E: 846365.28 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011)); thence along the northeast right-of-way line of State Route 40 N68°07'47"W for a distance of 102.50 feet to a 3/4" open top pipe found at the intersection of the northeast right-of-way line of State Route 40 and the northwest limits of North Dandy Street; thence along the northwest limits of North Dandy Street and along a common property line with now-or-formerly Gilman United Federal Credit Union N35°28'34"E for a distance of 349.80 feet to a 1" open top pipe found at the intersection of the northwest limits of North Dandy Street and southwest limits of Spence Street (no right-or way deed was found; however, the road is providing access to adjoining parcels); thence N35°28'34"E for a distance of 45.44 to a point,

Exhibit "A"

said point being the POINT OF BEGINNING having a grid coordinate value of N: 272188.64 E: 846499.53 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011));

- 1) thence along a line parallel to and 45.00 feet (as measured at right angles) northeast of the southwest St. Marys property line N62°33'15"W for a distance of 280.00 feet to a point;
- 2) thence along a line parallel to the southeast property line of now-or-formerly Gilman United Federal Credit Union N35°28'34"E for a distance of 388.00 feet to a point;
- 3) thence along a line parallel to the southwest St. Marys property line S62°33'15"E for a distance of 280.00 feet to a point;
- 4) thence along a prolonged southeast property line of now-or-formerly Gilman United Federal Credit Union S35°28'34"W for a distance of 388.00 feet to a point, said point being the POINT OF BEGINNING;

Said parcel having an area of 107,575 square feet or 2.470 acres.

Total Net Area of Parcel is 12,043,820 Square Feet or 276.488 Acres.

Land Description
ST MARYS AIRPORT
Parcel 2

All that tract or parcel of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia, being a portion of the property described in Deed Book 1049, Page 381 and being more particularly described as follows:

Beginning at a 5/8" rebar set with cap (LSF 001140) at the intersection of the southeast right-of-way line of Point Peter Road (variable width right-of-way – AKA USS Woodrow Wilson Avenue) and the west right-of-way line of "Old" Point Peter Road (80-foot right-of-way), said monument being the POINT OF BEGINNING having a grid coordinate value of N: 272338.40 E: 849007.83 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011));

- 1) thence along the west right-of-way line of "Old" Point Peter Road S07°21'00"W for a distance of 540.94 feet to an axle found;
- 2) thence leaving said right-of-way line adjacent to now-or-formerly Gregory L. Harrell N52°03'38"W for a distance of 187.62 feet to a 5/8" rebar set with cap (LSF 001140) on the east right-of-way line of Point Peter Road;
- 3) thence along said right-of-way line along a curve to the right with an arc length of 354.49 feet, with a radius of 522.96 feet, with a chord bearing of N22°06'54"E, with a chord length of 347.74 feet to a point;
- 4) thence continuing along said right-of-way line N41°32'03"E for a distance of 94.87 feet to a point;
- 5) thence continuing along said right-of-way along a curve to the left with an arc length of 36.44 feet, with a radius of 622.96 feet, with a chord bearing of N39°51'15"E, with a

Exhibit "A"

chord length of 36.43 feet to a 5/8" rebar set with cap (LSF 001140), said monument being the POINT OF BEGINNING.

Said parcel having an area of 57,979 square feet or 1.331 acres.

Land Description

ST MARYS AIRPORT

Parcel 3

All that tract or parcel of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia, being a portion of the property described in Deed Book 1049, Page 381 and being more particularly described as follows:

Commencing at a point at the intersection of the south right-of-way line of Palmetto Street (60-foot right-of-way) and the east right-of-way line of Douglas Drive (variable width right-of-way), said point having a grid coordinate value of N: 275825.40 E: 844449.79 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011)); thence along the east right-of-way line of Douglas Drive S38°43'55"E for a distance of 175.64 feet to a 5/8" rebar set with cap (LSF 001140), said monument being the POINT OF BEGINNING having a grid coordinate value of N: 275688.40 E: 844559.66 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011)).

- 1) Thence leaving said right-of-way line along the common property line with Lots 1 & 2 (portion) of Pine Lake Subdivision N80°46'42"E for a distance of 134.11 feet to a concrete monument found;
- 2) thence along a common property line with the City of St Marys and St Marys Industrial Park, North Site S54°24'32"E for a distance of 298.82 feet to a 5/8" rebar set with cap (LSF 001140) on the northeast right-of-way line of Douglas Drive;
- 3) thence along said right-of-way line along a curve to the left with an arc length of 8.66 feet, with a radius of 856.54 feet, with a chord bearing of N78°38'51"W, with a chord length of 8.66 feet to a point;
- 4) thence along said right-of-way line N82°45'10"W for a distance of 150.27 feet to a point;
- 5) thence continuing along said right-of-way line along a curve to the right with an arc length of 259.87 feet, with a radius of 370.25 feet, with a chord bearing of N58°49'49"W, with a chord length of 254.57 feet to a 5/8" rebar set with cap (LSF 001140), said monument being the POINT OF BEGINNING.

Said parcel having an area of 26,060 square feet or 0.598 acres.

Exhibit "B"

Sign Standards for the St. Marys Commerce Park

Plans and specifications for the construction, installation, or alteration of all outdoor signs as to size, location, type and appearance shall first be submitted to the City for its written approval, which approval shall not be unreasonably withheld.

The following signage requirements shall apply:

- a. Allowable sign types include wall, ground (freestanding) and awning.
- b. Prohibited sign types include all others not above allowable, including, but not limited to: pylon, animated, flashing, changeable copy/message board (unless time/date), neon, exposed bulb, suspended, projection, roof, integral roof, portable, marquee, inflatable, billboard, banner, pennants, or parked vehicles with messages (unless regularly and customarily used to transport persons or property for the business.)
- c. Wall signs shall be flat and parallel to and not more than fifteen inches from the face of the building wall. Wall signs shall not exceed five percent of the face of the building to which they are attached. The maximum width of any sign shall not exceed ninety percent of the width of the wall to which it is attached.
- d. Ground signs shall be no more than fifty square feet in area, as measured on one face of a dual-facing sign. Said sign shall be no more than ten feet in height, including any mounting hardware and foundation. Ground signs may be located within the required front yard setback, as long as they are at least five feet from any property line. Only one ground sign is permitted per business.
- e. Awning signs shall have the same area and wall coverage restrictions as wall signs. Lighting shall be as detailed below in item "h".
- f. Directional signs of up to six (6) square feet each, designating entrances, exits, parking, loading areas, shipping docks or similar traffic control signs are permitted. Such signs shall be located at least one foot from any property line and not within a clear vision corner as previously defined.
- g. Billboards, of any type, are prohibited within the park.
- h. Lighting of signs may be either internal or external, if it meets the following requirements:
 - 1) No direct light or significant glare from a sign shall be cast on any adjacent lot zoned and used for residential purposes.
 - 2) Signs with interior illumination sources shall have light-colored translucent lettering shown against a dark opaque background.

EXHIBIT "C"

Navy Contract Number:
N69450-17-RP-00168

RESTRICTIVE USE EASEMENT

THIS GRANT OF EASEMENT, is made this 3rd day of November, 2017, by the City of St. Marys, Georgia, a municipal corporation existing under the laws of the State of Georgia, having an address at 418 Osborne Street, St. Marys, GA 31558, hereinafter referred to as the "Grantor," to the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command, having an address at P.O. Box 30, Building 903, Attn: Real Estate, Jacksonville, Florida, 32212-0030, hereinafter "Grantee."

WITNESSETH:

WHEREAS, Grantor is the sole owner of the fee interest in certain real property in Camden County, Georgia, comprising approximately 278.417 acres, known as the "St. Marys Airport real property" more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property is in the vicinity of Naval Submarine Base Kings Bay, Georgia (the "Installation") which is operated and used by the United States of America for military purposes; and

WHEREAS, current flight paths into and out of the St. Marys Airport and potential future development of the St. Marys Airport real property create safety and National Security concerns for the Installation; and

WHEREAS, 10 U.S.C. § 2663 authorizes the Secretary of a military department to contract for or buy any interest in land, including temporary use, needed for military purposes; and

WHEREAS, Section 2829D of the National Defense Authorization Act of Fiscal Year 2017, Public Law 114-328 (December 23, 2016) ("Special Legislation") authorizes the City of St. Marys, Georgia to grant the United States of America a restrictive use easement prohibiting the future use of the Property for all aviation-related purposes and any other purposes incompatible with the operations, functions, and missions of the Installation, and containing terms and conditions necessary to protect Grantee's interests; and

Navy Contract Number:
N69450-17-RP-00168

WHEREAS, pursuant to the authorities referenced above, Grantee has requested an easement from Grantor prohibiting the future use of the Property for all aviation-related purposes and limiting activity, improvement, development or use of the Property that would be incompatible with the operations, functions, and missions of the Installation and National Security; and

WHEREAS, upon receiving the easement from Grantor, the Special Legislation authorizes Grantee to transfer funds to the Georgia Department of Transportation in an amount equal to the appraised fair market value of the St. Marys Airport real property, the unamortized portion of any Federal grants paid to Grantor for use as the St. Marys Airport (other than for land acquisition), and the airport revenues remaining in the airport account for the St. Marys Airport as of December 23, 2016; and

WHEREAS, upon Grantee's receipt of the easement, the Special Legislation also authorizes the United States of America, acting by and through the Administrator of the Federal Aviation Authority, to release Grantor from all restrictions, conditions, and limitations on the use, encumbrance, conveyance, and closure of the St. Marys Airport, to the extent such restrictions, conditions, and limitations are enforceable by said Administrator.

NOW THEREFORE, in consideration of the foregoing, the valuable consideration to be paid by Grantee to the Georgia Department of Transportation on behalf of Grantor, and the release to be granted to Grantor by the United States of America, through the Administrator of the Federal Aviation Authority, Grantor hereby grants and conveys to the Grantee a restrictive use easement (the "Easement") in perpetuity over the Property described in Exhibit "A" of the nature and character and to the extent set forth herein. The acquiring Federal agency is the Department of the Navy.

1. Definitions. Grantor and Grantee agree that the following terms used throughout this Easement shall be defined as and have the following meanings:

a. "Grantor" shall be defined as the original Grantor of this Easement and all of the original Grantor's lessee(s) of any portion of the Property. Upon any transfer of fee simple ownership of the Property, including fee simple transfer of any subdivided portion of the Property, "Grantor" shall subsequently be defined as the original Grantor's successor(s), assign(s) or transferee(s) holding any such fee simple interest in the Property and its or their lessee(s) of any portion of the Property.

b. "Grantee" shall be defined as the United States of America, or upon its grant or assignment of this Easement, its successors or assigns.

c. "Aviation-Related Purposes" shall mean the take-off, landing and flying operation by whomsoever owned or operated of any and all types of flying, hovering, or airborne vehicles, machines, persons and equipment, including, but not limited to rockets, spacecraft, parachutes, gliders, jet aircraft, propeller driven aircraft, helicopters, drones, hovercraft, robots, toys, models, machines, or crafts now in existence or hereafter developed, regardless of existing or future purpose.

Navy Contract Number:
N69450-17-RP-00168

d. The terms "foreign person," "foreign entity," "foreign government," or "foreign government-controlled entity" shall have the meanings set forth in 31 C.F.R. Part 800.

e. "Construction" as used in this Easement includes building a new structure on the Property and expanding or making additions to an existing structure on the Property. Construction does not include making repairs, remodeling, or performing maintenance to existing structures on the Property.

2. Purpose. It is the purpose of this Easement to prohibit the future use of the Property for all Aviation-Related Purposes and to limit any activity, improvement, development or use of the Property that would be incompatible with the operations, functions, missions of the Installation and National Security.

3. Rights of Grantee. To accomplish the Purpose of this Easement, the following rights are conveyed to the Grantee by this Easement:

a. Incompatible Uses. To prohibit and prevent any activity, improvement, development or use of the Property, including the sale, transfer or lease of the Property to a foreign entity, foreign government, or foreign government-controlled entity that would encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement, to require notice of any potentially incompatible activity, improvement, development, or use pursuant to Section 6, and to require the removal of such non-complying activity, improvement, development or use of the Property pursuant to Section 7.

b. Communications. To regulate or prohibit electromagnetic and radio frequency emissions that would interfere with the operations of the Installation.

c. Smoke Emissions. To regulate or prohibit the release into the air of any substance, such as, but not limited to, steam, dust and smoke, which would interfere with the operations of the Installation, such as, but not limited to, outdoor firefighting training facilities, smokestacks, and other similar activities.

d. Light Emissions. To regulate or prohibit light emissions, either direct or indirect (reflective), which would interfere with the operations of the Installation.

e. Monitor and Enforce.

(1) To enter over and upon the Property in a reasonable manner and at reasonable times in order to monitor Grantor's compliance with the terms of this Easement or at any time upon an event of non-compliance with the terms of this Easement to enforce the terms of this Easement; provided that Grantee will provide at least five (5) days' notice of such entry to Grantor, except when Grantee believes there is a threat of imminent harm of personal injury or damage to the Installation. Grantee shall not unreasonably interfere with Grantor's use of the Property, subject to the terms of this Easement.

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(2) To receive advance notification, pursuant to Section 6, of any proposed sale, transfer, or lease of any portion of the Property to a foreign person, foreign entity, foreign government, or foreign government-controlled entity and to review the proposed transaction for compatibility with the Purpose of this Easement, specifically including the operations, missions, and functions of the Installation and National Security.

f. Grant or Assignment of Easement. To grant or assign this Easement to any Federal agency or department of the United States of America without prior written approval from Grantor, provided that such grant or assignment will not enlarge the rights of Grantee in the Property or impose any additional limitations on Grantor.

4. Restricted Uses and Development Rights. Any activity, improvement, development, or use of the Property that is inconsistent with the Purpose of this Easement is prohibited, including, without limitation, the following uses:

a. Airspace. Any use of the airspace over the Property from the ground level up to the "navigable airspace" as defined in Chapter 401 of Title 49 of the United States Code, as amended (49 U.S.C. § 40101, et seq.), for Aviation-Related Purposes is prohibited. This restriction does not include the use of airspace over the Property for equipment being used temporarily for Construction, renovation, or repair of structures on the Property such as man-lifts, ladders, cranes, etc. unless Grantee determines that such use constitutes a risk to the security of the Installation.

b. Aviation-Related Facilities. The erection, Construction, installation or use of an airport, droneport, spaceport or any other facility used for Aviation-Related Purposes is prohibited on the Property.

c. Height. The erection, Construction, installation or alteration of any structure, building, antenna, tower, water tank, wire, or other obstruction, whatever its nature, extending more than 75 feet above ground level (AGL) is prohibited on the Property without the prior approval of Grantee, which may be granted solely in Grantee's discretion.

d. Munitions and Explosives. The manufacture of small munitions and the use or manufacture of any large munitions, explosives, propellants, and explosive projectiles, such as, but not limited to, bombs, missiles, warheads, fireworks, land mines, and outdoor firearms ranges of any kind, is prohibited on the Property.

5. Reserved Rights. Grantor reserves to itself and its successors and assigns all rights accruing from its ownership of the Property that are not expressly prohibited by this Easement and that are not inconsistent with the Purpose of this Easement, including, but not limited to, the following compatible uses:

a. The right to use and develop the Property for professional, public, commercial, residential, agricultural and recreational uses.

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- b. Certain light industrial and manufacturing uses, warehousing, storage services, and wholesale trade.
- c. Permitted exploration for and/or extraction of oil, gas, or other minerals.
- d. The right to use the Property for limited special events lasting no longer than five (5) consecutive days, subject to the Notification Provision of Section 6.
- e. Notwithstanding Section 3.c. above, the right to continued use of the existing fire-fighting training facility located on the Property, provided steam, dust and smoke from that facility does not interfere with the operations of the Installation.

6. Notification Provisions.

a. Notice of Proposed Foreign Sale, Transfer or Lease. Grantor shall provide Grantee at least ninety (90) days' advance, written notice of any proposed sale, transfer, or lease of any portion of the Property to a foreign person, foreign entity, foreign government, or foreign government-controlled entity. Grantor's notice shall include materials and information written in English and including sufficient detail to permit Grantee to make an informed decision as to the consistency of the proposed sale, transfer, or lease with the Purpose of this Easement, the operations, functions, and missions of the Installation and National Security. Grantee will approve or disapprove the proposed activity in writing within the 90 day notice period. If no objections are communicated to Grantor by the expiration of the 90 day period, approval is deemed granted. Failure of Grantor to give such notice shall be deemed a breach of the terms of this Easement.

b. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform Construction of any kind on the Property, Grantor will notify Grantee in writing by certified mail not less than sixty days (60) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, intended use, scope, height, noise, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Easement. Grantee will approve or disapprove the proposed activity in writing within the 60 day notice period. Grantee's approval may be withheld only upon a reasonable determination by Grantee that (i) the proposed activity would be inconsistent with the Purpose of this Easement and the restrictions on the use of the Property set forth in this Easement; or (ii) Grantee was not provided sufficient information about the proposed activity to permit Grantee to make an informed judgment. If approval or disapproval is not communicated in writing to Grantor within such 60 day period, approval is deemed granted. Failure of Grantor to give such notice shall be deemed a breach of the terms of this Easement.

c. Notice of Intent to Use Property for Response to Emergency and Major Disaster Declarations under the Robert T. Stafford Disaster Relief and Emergency Assistance Act 42 U.S.C. §§5121-5207 (the "Stafford Act"). If Grantor desires to use the Property to

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respond to an Emergency Declaration or a Major Disaster Declaration under the Stafford Act, Grantor will notify Grantee in writing as soon as possible. The notice shall include the nature, intended use, scope, timetable, and any other information pertinent to permit Grantee to make an informed judgment on use of the Property for such emergency response. Grantee understands the emergent nature of such notice and will act accordingly with due diligence to respond as soon as possible in writing as to whether Grantee will grant or withhold its approval in writing; approval will not be unreasonably withheld.

d. Notice of Intent to Use Property for limited special events of no longer than five consecutive days in duration. If Grantor desires to use the Property for a limited special event, such as a parade, a fair, concert, or a flea market, that will last no longer than five consecutive days, then Grantor will notify Grantee in writing not less than sixty (60) days prior to the date the Grantor seeks to host such limited special event. The notice shall include the nature, intended use, scope, timetable, and any other information pertinent to permit Grantee to make an informed judgment on use of the Property for such limited special event. Grantee will approve or disapprove the special event in writing within the 60 day notice period. Grantee's approval may be withheld only upon a reasonable determination by Grantee that (i) the proposed activity would be inconsistent with the Purpose of this Easement and the restrictions on the use of the Property set forth in this Easement; or (ii) Grantee was not provided sufficient information about the proposed activity to permit Grantee to make an informed judgment. If approval or disapproval is not communicated in writing to Grantor within such 60 day period, approval is deemed granted. Failure of Grantor to give such notice shall be deemed a breach of the terms of this Easement.

7. Enforcement and Remedies. In the event of breach by Grantor of any terms, conditions, or obligations created by this Easement, Grantor shall be afforded three (3) days from the receipt of Grantee's written notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. If the non-compliance is not cured within the three (3) day time frame, then Grantee may:

- a. Take necessary actions to correct the non-compliance and upon request by Grantee, Grantor shall reimburse Grantee for its reasonable costs incurred to correct the non-compliance, including attorney's fees; and/or
- b. Institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
- c. Institute suit to enjoin any breach or enforce any term by injunction or temporary restraining order.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. Enforcement of the terms of this Easement shall be at the discretion of Grantee. No failure on the part of Grantee to enforce any term hereof shall

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discharge or invalidate such term or any other term hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

8. **Costs and Liabilities**. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property.

9. **Subsequent Transfers**. Grantor agrees to reference and incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of any such transfer at least 30 days prior to the date of transfer.

10. **Notices**. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To Grantor: City of St. Marys
 Attn: City Manager
 418 Osborne Street
 St. Marys, GA 31558

To Grantee: Department of the Navy
 Naval Facilities Engineering Command Southeast
 Real Estate Contracting Officer
 P.O. Box 30, Building 903, Rm 206
 Jacksonville, FL 32212-0030

or to such other address as either party may designate by written notice to the other.

11. **Covenants Running with the Land**. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, members, successors and assigns. The restrictions, conditions, easements and rights created and granted herein shall be appurtenant to and run with the title to the Property.

12. **Severability**. If any one or more of the provisions contained in this Easement will for any reason be held by any court of competent jurisdiction to be invalid, illegal, statutorily limited, or unenforceable as against the City of St. Marys, Georgia, being a municipal corporation of the State of Georgia, such invalidity, illegality, statutory limitation, or unenforceability will not affect any other provision hereof, nor shall it affect the responsibility to comply by any successor, assign, or transferee of the City of St. Marys, Georgia, or Grantee's right to enforce said provision against any such successor, assign, or transferee.

[Signatures On Next Page]

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IN WITNESS WHEREOF, Grantor has caused this instrument to be effective the day and year first written above.



CITY OF ST. MARYS,
A municipal corporation of the State of Georgia

By: [Signature]
Name: John F. Morrissey
Title: MAYOR
Date: November 3, 2017

ATTEST: [Signature]
Name: Deborah Walker Reed
Title: City Clerk

Form approved:

[Signature]
Office of General Counsel
City attorney

Signed, sealed, and delivered
on the 3rd day of November,
2017, in the presence of:

[Signature]
IAN M. DENN
Unofficial Witness
(Print Name)

[Signature]
Notary Public

Commission Expiration Date: 1/12/2019

(Notary Seal)



Exhibit "A"
Restrictive Use Easement
N69450-17-RP-00168

Land Description
ST MARYS AIRPORT
Parcel 1 (WITH LESS AND EXCEPT PARCEL)

All that tract or parcel of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia, being a portion of the property described in Deed Book 1049, Page 381 and being more particularly described as follows:

Beginning at a 1-1/2" open top pipe found at the intersection of the southeast limits of North Dandy Street (AKA Airport Access Road – no right-of-way deed was found; however, the road is providing access to adjoining parcels) and the northeast right-of-way line of State Route 40 (100-foot right-of-way), said monument being the POINT OF BEGINNING having a grid coordinate value of N: 271828.61 E: 846365.28 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011));

- 1) thence along the northeast right-of-way line of State Route 40 N68°07'47"W for a distance of 102.50 feet to a 3/4" open top pipe found at the intersection of the northeast right-of-way line of State Route 40 and the northwest limits of North Dandy Street;
- 2) thence along the northwest limits of North Dandy Street and along a common property line with now-or-formerly Gilman United Federal Credit Union N35°28'34"E for a distance of 349.80 feet to a 1" open top pipe found at the intersection of the northwest limits of North Dandy Street and southwest limits of Spence Street (no right-of-way deed was found; however, the road is providing access to adjoining parcels);
- 3) thence along the limits of Spence Street and along another common property line with now-or-formerly Gilman United Credit Union, a common property line with now-or-formerly Trade Antiques, LLC, now-or-formerly Edward R. Candy, now-or-formerly Greg & Jobeth Bird, now-or-formerly Jennifer L. Smith, now-or-formerly Warren & Loretta Peeples, leaving the southwest limits of Spence Street, along a common property line with now-or-formerly Woodrow R., Jr. & Catherine R. Porter, now-or-formerly Barlow Dynasty, LP & Sanders Dynasty, LP and now-or-formerly John Swain N62°33'15"W for a distance of 1647.99 feet to a concrete monument found;
- 4) thence along another common property line with now-or-formerly John Swain N15°00'37"E for a distance of 1170.15 feet to a 1-1/2" open top pipe found;
- 5) thence along another common property line with now-or-formerly John Swain and along a common property line with now-or-formerly William A. Farmer, right-of-way line of Bay Street (50-foot right of way), along a common property line with now-or-formerly Doylee Dill, right-of-way line of North Julia Street (25-foot right of way), along a common property line with now-or-formerly William Alan & Tracy A. Farmer and now-or-formerly St. Marys, LTD N54°16'54"W for a distance of 1670.84 feet to a PK nail set on the centerline of Martha Drive (no right-of-way deed found or provided);
- 6) thence along said centerline N09°20'07"W for a distance of 566.51 feet to a PK nail set;
- 7) thence leaving said centerline line along a common property line with now-or-formerly Robert K. & Gloria D. Ormand and Lots 4, 5 & 7, Minchew Subdivision N80°46'42"E for a distance of 634.42 feet to a 5/8" rebar set with cap (LSF 001140) on the southwest right-of-way line of Douglas Drive (variable width right-of-way);

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Restrictive Use Easement
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- 8) thence along said right-of-way line S38°45'14"E for a distance of 33.96 feet to a point;
- 9) thence continuing along the said right-of-way line along a curve to the left with an arc length of 301.98 feet, with a radius of 430.25 feet, with a chord bearing of S58°49'47"E, with a chord length of 295.82 feet to a point;
- 10) thence continuing along said right-of-way line S75°07'18"E for a distance of 150.27 feet to a point;
- 11) thence continuing along said right-of-way line along a curve to the right with an arc length of 309.67 feet, with a radius of 776.54 feet, with a chord bearing S67°30'47"E, with a chord length of 307.62 feet to a point;
- 12) thence continuing along said right-of-way line along a reverse curve to the left with an arc length of 75.34 feet, with a radius of 646.07 feet, with a chord bearing of S59°25'48"E, with a chord length of 75.30 feet to a 5/8" rebar set with cap (LSF 001140);
- 13) thence leaving said right-of-way line along a common line with St Marys Industrial Park, North Site S54°24'32"E for a distance of 1323.26 feet to a concrete monument found;
- 14) thence along another common property line with St Marys Industrial Park, North Site N62°09'16"E for a distance of 1122.06 feet a concrete nail hole found (in top of concrete drop inlet);
- 15) thence along another common property line with St Marys Industrial Park, North Site and along a common property line with the City of St Marys N35°42'05"E for a distance of 3128.64 feet to a concrete monument found;
- 16) thence along another common property line with the City of St Marys S84°11'10"E for a distance of 517.41 feet to a 5/8" rebar set with cap (LSF 001140) on the west right-of-way line of Point Peter Road (100-foot right-of-way – AKA USS Woodrow Wilson Avenue);
- 17) thence along said right-of-way line S07°13'30"W for a distance of 312.18 feet to a 5/8" rebar set with cap (LSF 001140);
- 18) thence leaving said right-of-way line along a common property line with St Marys Industrial Park, Site 2 S35°38'53"W for a distance of 3112.74 feet to a concrete monument found;
- 19) thence along another common property line of St Marys Industrial Park, Site 2 S09°08'06"W for a distance of 1119.06 feet to a 5/8" rebar set with cap (LSF 001140);
- 20) thence along another common property line of St Marys Industrial Park, Site 2 S54°22'54"E for a distance of 1709.91 feet to 5/8" rebar set with cap (LSF 001140) on the west right-of-way line of Point Peter Road;
- 21) thence along said right-of-way line along a curve to the right with an arc length of 260.37 feet, with a radius of 522.96 feet, with a chord bearing of S27°15'59"W, with a chord length of 257.69 feet to a point;
- 22) thence continuing along said right-of-way line S41°32'03"W for a distance of 94.87 feet to a point;
- 23) thence continuing along said right-of-way line along a curve to the left with an arc length of 434.91 feet, with a radius of 622.96 feet, with a chord bearing of S21°32'03"W, with a chord length of 426.13 feet to a point;

Exhibit "A"
Restrictive Use Easement
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- 24) thence continuing along said right-of-way line S01°32'03"W for a distance of 673.55 feet to a point;
- 25) thence continuing along said right-of-way line along a curve to the right with an arc length of 214.59 feet, with a radius of 1095.92 feet, with a chord bearing of S07°08'37"W, with a chord length of 214.24 feet to a 5/8" rebar set with cap (LSF 001140);
- 26) thence leaving said right-of-way line along a common property line with now-or-formerly The Jones Company, now-or-formerly Downey Family, LP and now-or-formerly Osborne Village Properties N62°35'07"W for a distance of 502.73 feet to a 5/8" rebar set with cap (LSF 001140);
- 27) thence along a common property line with now-or-formerly Osborne Village Properties, LLC, now-or-formerly James A. & Mildred Walters, now-or-formerly Mae Edwards, now-or-formerly Sanford S. Feller, now-or-formerly Igelsia Cristiana Roca De Fe, INC, now-or-formerly James H. Burnham, now-or-formerly Tracy L. & Wilma L. Waldrop, now-or-formerly Patricia A. & Karl E. Lewis, now-or-formerly Joshua Rubin, now-or-formerly Oscar & Helen Brazell, now-or-formerly Church of Christ, and now-or-formerly Jason F. Pierce N62°33'07"W for a distance of 1848.69 feet to a 5/8" rebar set with cap (LSF 001140) on the southeast limits of North Dandy Street;
- 28) thence along said limits and along another common property line with now-or-formerly Jason F. Pierce and along a common property line with now-or-formally Lamar & Mary J. Cloud S34°48'46"W for a distance of 339.19 feet to a 1-1/2" open top pipe found, said monument being the POINT OF BEGINNING.

Said parcel having an area of 12,151,395 square feet or 278.958 acres.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia, being property described in Deed Book 201, Page 507, Deed Book 426, Page 26 and being more particularly described as follows:

Commencing at a 1-1/2" open top pipe found at the intersection of the southeast limits of North Dandy Street (AKA Airport Access Road – no right-of-way deed was found; however, the road is providing access to adjoining parcels) and the northeast right-of-way line of State Route 40 (100-foot right-of-way), said monument having a grid coordinate value of N: 271828.61 E: 846365.28 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011)); thence along the northeast right-of-way line of State Route 40 N68°07'47"W for a distance of 102.50 feet to a 3/4" open top pipe found at the intersection of the northeast right-of-way line of State Route 40 and the northwest limits of North Dandy Street; thence along the northwest limits of North Dandy Street and along a common property line with now-or-formerly Gilman United Federal Credit Union N35°28'34"E for a distance of 349.80 feet to a 1" open top pipe found at the intersection of the northwest limits of North Dandy Street and southwest limits of Spence Street (no right-or way deed was found; however, the road is providing access to adjoining parcels); thence N35°28'34"E for a distance of 45.44 to a point,

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said point being the POINT OF BEGINNING having a grid coordinate value of N: 272188.64 E: 846499.53 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011));

- 1) thence along a line parallel to and 45.00 feet (as measured at right angles) northeast of the southwest St. Marys property line N62°33'15"W for a distance of 280.00 feet to a point;
- 2) thence along a line parallel to the southeast property line of now-or-formerly Gilman United Federal Credit Union N35°28'34"E for a distance of 388.00 feet to a point;
- 3) thence along a line parallel to the southwest St. Marys property line S62°33'15"E for a distance of 280.00 feet to a point;
- 4) thence along a prolonged southeast property line of now-or-formerly Gilman United Federal Credit Union S35°28'34"W for a distance of 388.00 feet to a point, said point being the POINT OF BEGINNING;

Said parcel having an area of 107,575 square feet or 2.470 acres.

Total Net Area of Parcel is 12,043,820 Square Feet or 276.488 Acres.

Land Description
ST MARYS AIRPORT
Parcel 2

All that tract or parcel of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia, being a portion of the property described in Deed Book 1049, Page 381 and being more particularly described as follows:

Beginning at a 5/8" rebar set with cap (LSF 001140) at the intersection of the southeast right-of-way line of Point Peter Road (variable width right-of-way – AKA USS Woodrow Wilson Avenue) and the west right-of-way line of "Old" Point Peter Road (80-foot right-of-way), said monument being the POINT OF BEGINNING having a grid coordinate value of N: 272338.40 E: 849007.83 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011));

- 1) thence along the west right-of-way line of "Old" Point Peter Road S07°21'00"W for a distance of 540.94 feet to an axle found;
- 2) thence leaving said right-of-way line adjacent to now-or-formerly Gregory L. Harrell N52°03'38"W for a distance of 187.62 feet to a 5/8" rebar set with cap (LSF 001140) on the east right-of-way line of Point Peter Road;
- 3) thence along said right-of-way line along a curve to the right with an arc length of 354.49 feet, with a radius of 522.96 feet, with a chord bearing of N22°06'54"E, with a chord length of 347.74 feet to a point;
- 4) thence continuing along said right-of-way line N41°32'03"E for a distance of 94.87 feet to a point;
- 5) thence continuing along said right-of-way along a curve to the left with an arc length of 36.44 feet, with a radius of 622.96 feet, with a chord bearing of N39°51'15"E, with a

Exhibit "A"
Restrictive Use Easement
N69450-17-RP-00168

chord length of 36.43 feet to a 5/8" rebar set with cap (LSF 001140), said monument being the POINT OF BEGINNING.

Said parcel having an area of 57,979 square feet or 1.331 acres.

Land Description
ST MARYS AIRPORT
Parcel 3

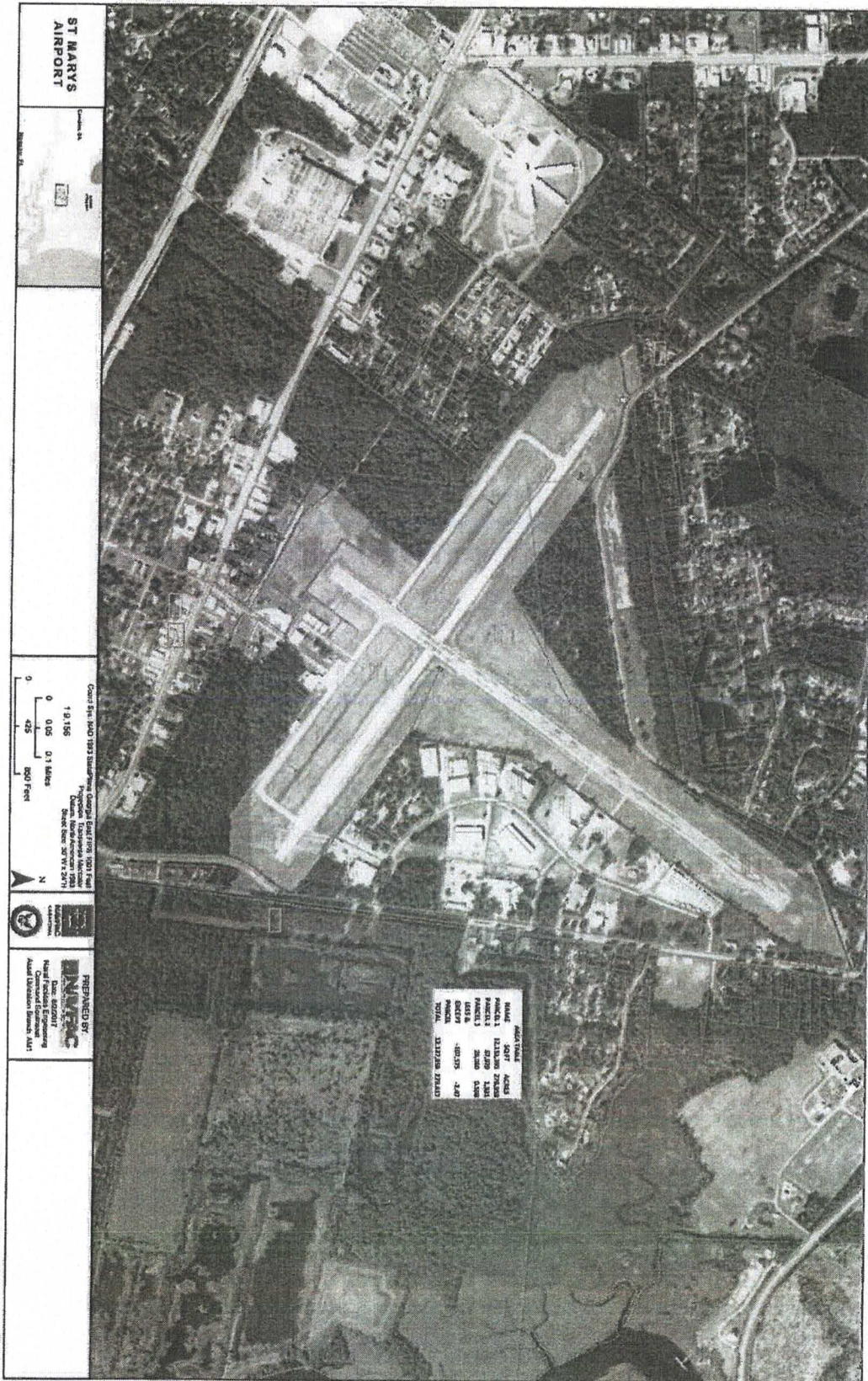
All that tract or parcel of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia, being a portion of the property described in Deed Book 1049, Page 381 and being more particularly described as follows:

Commencing at a point at the intersection of the south right-of-way line of Palmetto Street (60-foot right-of-way) and the east right-of-way line of Douglas Drive (variable width right-of-way), said point having a grid coordinate value of N: 275825.40 E: 844449.79 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011)); thence along the east right-of-way line of Douglas Drive S38°43'55"E for a distance of 175.64 feet to a 5/8" rebar set with cap (LSF 001140), said monument being the POINT OF BEGINNING having a grid coordinate value of N: 275688.40 E: 844559.66 (State Plane Coordinate System, Georgia East, NAVD 1983 (2011)).

- 1) Thence leaving said right-of-way line along the common property line with Lots 1 & 2 (portion) of Pine Lake Subdivision N80°46'42"E for a distance of 134.11 feet to a concrete monument found;
- 2) thence along a common property line with the City of St Marys and St Marys Industrial Park, North Site S54°24'32"E for a distance of 298.82 feet to a 5/8" rebar set with cap (LSF 001140) on the northeast right-of-way line of Douglas Drive;
- 3) thence along said right-of-way line along a curve to the left with an arc length of 8.66 feet, with a radius of 856.54 feet, with a chord bearing of N78°38'51"W, with a chord length of 8.66 feet to a point;
- 4) thence along said right-of-way line N82°45'10"W for a distance of 150.27 feet to a point;
- 5) thence continuing along said right-of-way line along a curve to the right with an arc length of 259.87 feet, with a radius of 370.25 feet, with a chord bearing of N58°49'49"W, with a chord length of 254.57 feet to a 5/8" rebar set with cap (LSF 001140), said monument being the POINT OF BEGINNING.

Said parcel having an area of 26,060 square feet or 0.598 acres.

EXHIBIT B



ST MARYS AIRPORT



County: St. Marys
 State: Georgia
 Date: 10/15/2011
 Scale: 1:9,156
 North Arrow: N
 UTM Zone: 18Q
 UTM Easting: 1122200
 UTM Northing: 2292400



PREPARED BY:
INTEGRIC
 National Technical Engineering
 14000 Highway 101, Suite 101
 Atlanta, Georgia 30341

NAME	COORDINATE	AREA
PANEL 1	1122200 2292400	1.0000
PANEL 2	1122200 2292400	1.0000
PANEL 3	1122200 2292400	1.0000
PANEL 4	1122200 2292400	1.0000
TOTAL	1122200 2292400	4.0000