

**TIDAL WATERBOTTOMS LEASE FIRST RENEWAL**

**THIS TIDAL WATERBOTTOMS LEASE FIRST RENEWAL**, hereinafter sometimes referred to as "Lease", is effective **March 1, 2019**, and is entered into by and between the **STATE OF GEORGIA**, acting by and through the Coastal Marshlands Protection Committee, (hereinafter the "Committee") whose address for purposes of this Lease is State of Georgia, c/o the Coastal Marshlands Protection Committee, Attention: DNR Commissioner, Suite 1252, East Tower, 205 Butler Street, S.E., Atlanta, Georgia 30334-9000, hereinafter referred to as "Lessor", and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a Georgia Municipal Corporation, **D/B/A COFFEE BLUFF MARINA** whose mailing address for the purpose of this agreement is P.O. Box 1027 Savannah, Georgia 31402 while the location of the facility is 14915 White Bluff Road, Savannah, Georgia 31419, hereinafter referred to as "Lessee".

**WITNESSETH THAT:**

**WHEREAS**, pursuant to the Coastal Marshlands Protection Act of 1970, as amended, (O.C.G.A. Section 12-5-287 et seq.), the State of Georgia, acting by and through the Coastal Marshlands Protection Committee, is authorized and empowered to grant and convey to any eligible person, as eligibility is defined in said Act, a lease which authorizes the said eligible person to use State owned marshlands or a portion of the bottom or bank of a waterway or waters of the State of Georgia or a combination thereof, subject to certain conditions, for the purpose of constructing, operating, and maintaining thereupon a marina or marinas or dock providing more than 500 linear feet of dock space and;

**WHEREAS**, Lessee's eligibility is predicated on its interest in the adjoining highland as conveyed by a Limited Warranty Deed dated December 15, 2008 recorded at Book 346-Z, Page 479 and;

**WHEREAS**, the Coastal Marshlands Protection Committee, at its meeting on April 24, 1995 determined it to be in the public interest of the State of Georgia to grant and convey to Lessee's predecessor in title a statutorily mandated lease pursuant to the aforesaid law;

**NOW, THEREFORE**, for and in consideration of the rental payments, terms, provisions, covenants, and conditions hereinafter set forth, Lessor does hereby lease and demise unto Lessee, and Lessee does hereby lease and take from Lessor, the following described property (hereinafter referred to as the "premises"), to wit:

**All that tract or parcel of land consisting of approximately 0.6007 acres of marshlands and/or water bottoms or a combination thereof located, lying and being in Chatham County, Georgia, within the 6<sup>th</sup> Georgia Militia District, as shown on Exhibit "A", attached hereto, which is incorporated herein for descriptive and all other lawful purposes. Said 0.6007 acres hereby conveyed adjoin a portion of the highland described and conveyed by a Trustee's Deed recorded at Book 160-Y, Folio 81, in the Office of**

the Clerk of the Superior Court of Chatham County, Georgia, excepting that parcel conveyed by Quitclaim Deed dated August 17, 2005 that is recorded in Deed Book 293-N, Page 510, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said tract or parcel of land is more particularly described as the area of tidal water bottom located in the Forest River (Little Ogeechee River) utilized by the Lessee in the construction, operation, modification and maintenance of a commercial dock facility, as more particularly shown on the preliminary site plan recorded in the Office of the Clerk of the Superior Court of Chatham County Georgia at Plat Book 28-P, Page 83, submitted by the Lessee's predecessor in title as supporting documentation for the a lease entitled COFFEE BLUFF MARINA, Prepared for: ROSSO CORSA, INC., by Kern – Coleman & Co. LLC, dated 07/29/2004;

subject to the terms, provisions, covenants, and conditions set forth herein, solely for the non-exclusive purpose, right and privilege of constructing, operating, and maintaining thereupon a marina or marinas or dock facility, including the installing, maintaining, repairing, removing, and replacing of buildings, structures, piers, docks, floating docks, marine railways, dolphins, pilings, appurtenances thereto, and all facilities and improvements that shall be reasonably used for or in connection therewith, along with all incidental rights appertaining thereto, and of using so much of the surface of the overlying water as may be necessary for the full enjoyment of all rights herein granted, subject always to the initial and continuing compliance by the Lessee with all applicable laws pertaining to the use of the leased property and subject always to the use and enjoyment of the public of any navigable waters upon or over the leased property.

**TO HAVE AND TO HOLD TO HAVE AND TO HOLD** the premises for a first renewal term of ten (10) years commencing on **March 1, 2019**, and ending at 12:00 o'clock midnight on the last day of **February, 2029**. The first renewal term may be renewed at Lessee's option for and additional term upon 120 days notice prior to the end of the first renewal term.

This Lease is made upon the foregoing, and upon the following terms, provisions, covenants, and conditions, all of which the parties hereto respectfully agree to keep, abide by and perform during the term hereof.

#### **1. Application By Lessee.**

The statements and representations made by Lessee in its application for this Lease are hereby incorporated herein as material representations and warranties upon which Lessor may rely without independent investigation or verification.

#### **2. Rental Payments.**

Lessee agrees to pay to Lessor a rental payment of \$1.00 for the full term hereof. Said rental payment shall be due and payable on the day of execution of this Lease in legal tender of the United States to the State of Georgia. A returned check fee of One hundred dollars (\$100.00) shall be imposed for any returned check.

Lessee agrees and acknowledges that the terms and conditions of this Lease, including the rental fee, shall be subject to adjustment or modification, during the remaining years of the term of this Lease, in any manner prescribed by the General Assembly of the State of Georgia. In such event the annual rental fee and/or modified terms or conditions shall be determined as prescribed by any future act(s) of the General Assembly affecting water bottoms leasing and any supporting regulation promulgated by the Board of Natural Resources.

### **3. Default And Termination.**

(a) If Lessee shall fail or refuse to pay to Lessor the rental payment, or any portion thereof, when it becomes due and payable under this Lease or its renewals (hereafter jointly referred to as this Lease), or if Lessee shall fail or refuse to observe, perform, or comply with any of the provisions, covenants, terms or conditions of this Lease, then Lessor may, at its option, upon the giving of thirty (30) days prior written notice to cure to Lessee, declare the Lessee in default and terminate this Lease on the date specified in said notice, and upon said specified date this Lease and the term hereby demised and all rights of Lessee under this Lease shall expire and terminate.

(b) In addition to the happening of any event hereinabove set out which gives the Lessor the right to declare a default of this Lease, the Lessor may, at its option, declare a default of this Lease upon the happening of any or all of the following events: (A) Loss of Lessee's ownership or possession of any upland property on which Lessee's status as an Eligible Person depends; or (B) Termination of any lease of upland property or assigned right of access relied upon for issuance of this Lease; or (C) Appointment of a receiver to take possession of all or substantially all of the assets of Lessee; or (D) A general assignment by Lessee for the benefit of creditors; or (E) Any action taken or suffered by Lessee under any insolvency, bankruptcy or any other debtor-relief act.

(c) Upon termination by Lessor, Lessee shall at once surrender possession of the premises to the Lessor and remove all of Lessee's effects there from; and Lessor may forthwith repossess itself of the premises and remove all persons and effects there from, using such force as may be necessary (and the parties hereto stipulate that Lessor shall not be guilty of trespass, forcible entry, detainer or other tort); provided that in the event Lessee has, with prior written consent of Lessor pursuant to this Lease, assigned Lessee's rights hereunder to a third party (assignee), the occurring of any of the foregoing events of default shall affect this Lease only if caused by or happening to such assignee; and provided, further, that nothing contained in this Lease shall be construed to extend the term of this Lease beyond **12:00 o'clock midnight the last day of February, 2029.**

(d) In the event of any breach or threatened breach by the Lessee of any of the terms, provisions, covenants, and conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise, in addition to all rights and remedies provided in this Lease.

### **4. Compliance With Laws, Regulations, Etc.**

All operations, which may be conducted under this Lease by Lessee, shall be subject to all regulations that have been or may be adopted and promulgated under authority of any existing or future Act of the General Assembly of the State of Georgia. Any activity undertaken pursuant to this Lease shall be in compliance with all applicable provisions of all State environmental or natural resource laws administered or enforced by the Georgia Department of Natural Resources or its successor and with all applicable rules and regulations of the Georgia Coastal Marshlands Protection Committee or its successor and shall conform specifically with the terms and conditions of any permit or other authorizations issued by the Department of Natural Resources or the Georgia Coastal Marshlands Protection Committee or its successor for the activity to be conducted on the premises. Lessee must be an eligible person and hold a valid CMPC permit or other Department of Natural Resources authorization(s) that has not been revoked by the Committee nor has expired by law. A Coastal Marshlands Protection Committee permit may be revoked by the Committee for non-compliance with or for violation of its terms. Lessee specifically agrees that any construction, maintenance,

or operations undertaken incident to use of the leasehold herein granted shall incorporate such safety precautions as may be necessary to prevent the discharge of any oils, grease or other pollutant materials into any estuarine area, as that term is defined in the Coastal Marshlands Protection Act of 1970, as amended. Lessee also acknowledges and agrees to permit the exercise of, the right of access of adjoining landowners to the state owned marshlands and water bottoms adjoining the premises, unless assigned in writing to Lessee, [pursuant to O.C.G.A. § 12-5-287 (e)]. This Lease does not in any way convey any rights other than the rights described herein as to lands under the ownership of Lessor. Nothing herein shall be deemed to restrict the power of Lessor or its agencies or political subdivisions to enforce all provisions of law and all applicable regulations including local zoning powers. It is specifically provided that the State Department of Natural Resources shall have the right and authority to inspect any portion of the marina operation during reasonable hours without giving prior notice.

#### **5. State And Federal Laws.**

No taking, use or disposition of the premises by Lessee shall be in contravention of any existing or future Act of the General Assembly of the State of Georgia or of the Congress of the United States, or any existing or future regulation adopted and promulgated under authority of any existing or future Act of the General Assembly of the State of Georgia or of the Congress of the United States, including but not limited to the "Georgia Water Quality Control Act" of 1964, as amended, the "Georgia Surface Mining Act of 1968", as amended, and the "Coastal Marshlands Protection Act of 1970", as amended, if applicable.

#### **6. Prohibition Against "Live Aboards".**

No owners, tenants, sublessees, renters, users or guests of any vessel or boat docked or moored at Lessee's marina shall be permitted to live aboard such vessel or boat in conflict with O.C.G.A. § 12-5-288(b)(8) or the Official Rules of the Georgia Department of Natural Resources at Rule 391-2-3-05. A violation of this Section shall constitute an event of default under this Tidal Water Bottoms Lease as provided for in Paragraph Numbered 3 above.

Lessee shall be required to post appropriate informational signage provided by the State of Georgia at all access points at the marina facility or dock. Lessee shall have owners, tenants, sublessees, renters, users or guests of any vessel or boat docked or moored at Lessee's marina sign a document attesting to the knowledge and understanding of the prohibition against living aboard a vessel as defined by the Coastal Marshlands Protection Act of 1970, as amended. Lessee, as the responsible party under this Lease, shall diligently monitor and enforce the provisions of this Lease and report all known violations to DNR/CRD.

#### **7. Indemnity.**

Lessee shall be solely responsible for conducting the marina operations in a safe and proper manner. Lessor shall have no duties or responsibilities for conducting or supervising said operations. Lessee shall and does hereby agree to occupy, use and enjoy the premises at its sole risk and shall pay, protect, indemnify, release, save and hold Lessor (and the Coastal Marshlands Protection Committee) and Lessor's (and the Coastal Marshlands Protection Committee's) officers, members, employees and agents harmless from and against all liabilities, damages, costs, expenses [including all attorney's fees and expenses incurred by Lessor and the Coastal Marshlands Protection Committee and any of Lessor's and the Coastal Marshlands Protection Committee's members, officers, employees or agents], causes of action, suits, demands, judgments and claims of any nature whatsoever arising from, by reason of or in connection with: (i) injury to or death of persons or damage to property (a) on or about the premises or the waters over and on the premises, or (b) in any manner arising from use, non-use or occupancy of the premises, or the waters over and on the premises, by Lessee or any of Lessee's officers, agents, employees, customers, invitees or licensees or (c) resulting

from a condition of the premises, or the waters over and on the premises, (ii) violation of any agreement, representation, warranty, provision, term or condition of this Lease by Lessee or any of Lessee's officers, agents or employees; or (iii) violation of any law affecting the premises or the occupancy or use of the premises.

#### **8. Assignment And Subletting.**

(a) **Lessee shall not assign this Lease, or any interest therein, or sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the premises, or any portion thereof, without the written consent of Lessor first having been had and obtained.** All provisions of this Lease are transferable in their entirety to subsequent owners and operators of the facility utilizing the leased premises subject to approval by authorized Coastal Marshlands Protection Committee staff. Short-term rentals (less than one year) of the slips and storage facilities of the marina shall not constitute a violation of the prohibition against assignments without prior written consent. If Lessee desires the ability to transfer or convey ownership interests in the leasehold to individuals purchasing or leasing on a long-term basis one year or more) the slips of the marina or marinas, the formation of a condominium pursuant to Official Code of Georgia Annotated Section 44-3-72 is required as a condition to obtaining the consent of Lessor. Any such assignment or subletting without such written consent shall be void, and shall, at the option of Lessor, on ten (10) days notice to Lessee, terminate this Lease. Consent to one or more assignments or sublettings shall not destroy this provision, and all later assignments or sublettings shall likewise be made only on prior consent of Lessor. Lessee's assignee or subtenant shall not use the premises in any manner for any purpose other than as stated in this Lease. Lessee's assignee or subtenant, at the option of Lessor, shall become directly liable to Lessor for all obligations of Lessee hereunder.

(b) The voluntary, involuntary, or other surrender of this Lease by Lessee, or the termination of this Lease pursuant to Paragraph Numbered 3, hereof, or the mutual cancellation thereof, shall, at the option of the Lessor, terminate any and all existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.

(c) Provided, however, Lessor agrees that, at the request of Lessee, it will consider the approval of such subleases or subtenancies as may be submitted by Lessee. If Lessor, in its sole discretion approves in writing a sublease or subtenancy, then that sublease or subtenancy shall not terminate upon the voluntary, involuntary, or other surrender of this Lease by Lessee, or a mutual cancellation thereof, but shall continue for a term of years equal to the then unexpired term of years of the sublease or subtenancy on the same terms, covenants, and conditions as those contained in said sublease or subtenancy except as to those terms, covenants and conditions as may be rejected or added by the Lessor in Lessor's written approval of such sublease or subtenancy.

(d) No assignment, sublease or other transfer of the premises, or any interest therein, or any part thereof, or any right or privilege appurtenant thereto on a long term basis shall be valid unless it contains the following words: 'This instrument and the provisions hereof are subject to the terms, covenants, conditions, and limitations set out in the State water bottoms lease applicable to the premises hereby assigned, subleased, or otherwise transferred in whole or in part:' unless the Committee or its staff has specified its intention to omit such wording clearly and in writing, as part of its approval of such assignment, sublease, or transfer.

## **9. Reserved**

### **10. Maintenance Of Premises.**

(a) Lessee shall, at all times during the term of this Lease, totally at Lessee's own expense, keep and maintain the said leased premises, and appurtenances and every part thereof, and any and all other buildings, structures, alterations, or improvements that may thereafter be constructed, located on, in, and made a part of the said leased premises, in good and sanitary order, condition and repair.

(b) In the event, at any time during the term of this Lease, any alteration, demolition, renovation, repair, replacement or other work of any nature, structural or otherwise, shall be required or ordered or become necessary on account of any governmental regulation now in effect or hereafter adopted, or on account of any other reason with respect to the said leased premises or with respect to any and all other buildings, structures, alterations or improvements that may thereafter be constructed, located on, in and made a part of the said leased premises, the entire cost and expense thereof, regardless of when the same shall be incurred or become due, shall be the liability of Lessee and, in no event, shall the Lessor be called upon to contribute thereto or do or pay for any work performed, materials furnished, or obligations incurred by Lessee.

(c) Any modification, or structural change to a community dock, commercial dock, or marina facility, whether existing but not permitted, existing and permitted, or permitted and yet to be constructed must be completed inside the original footprint or original plans and drawing approved by the Coastal Marshlands Protection Committee or the Department of Natural Resources. Any modification or structural change that goes outside the original dimensions and configuration requires the submission of a new Coastal Marshlands Protection Committee permit application or other approval request from the Department of Natural Resources. Any repair or replacement must be to structures that are serviceable meaning useable as is or with some maintenance, but not so degraded as to essentially require reconstruction, i.e., it is structurally intact and safe for its intended use.

### **11. Insurance Policy Insuring Tenant.**

Lessee shall procure and have effective as of the date hereof and will maintain (and pay the cost of), in full force and effect at all times during its use and/or occupancy of the premises, a public liability insurance policy, insuring Lessee against all liability and incurred expenses of Lessee arising from or in connection with the use and/or occupancy by Lessee of the premises. The limit of liability shall be ONE MILLION DOLLARS (\$1,000,000.00). The said policy of public liability insurance shall (a) be issued by an insurer licensed and authorized in Georgia to issue public liability insurance coverage; and (b) be issued on such form or policy as is approved by Lessor; and (c) provide that the policy cannot lapse if it is not renewed for any reason until thirty (30) calendar days after the date of service of notice by insurer to Lessor of the nonrenewal. A commitment or binder, or other satisfactory evidence showing that the aforesaid insurance is in effect as of the date hereof and that the premium therefore has been fully paid, shall be delivered by Lessee to Lessor on the date hereof. The insurance policy shall include the appropriate coverage to remove, raise, or dispose of any sunken, derelict or abandoned vessel at this facility or adjacent thereto.

### **12. Estate Granted.**

It is specifically agreed between and understood by the parties hereto that the interest in the premises granted to Lessee by virtue of this Lease and subject to the provisions of Paragraph 13 herein, is an estate for years as defined by O.C.G.A. Section 44-6-100 et seq. and not a mere usufruct.

### **13. Limited Demise.**

The rights and interest in the premises granted to Lessee by this Lease are non-exclusive and solely for the purpose as hereinabove provided. Lessor specifically reserves the right of the public to the use and enjoyment of any navigable waters upon or over the premises as may be dictated by prudent navigation and seamanship.

### **14. Title To Minerals.**

It is understood and agreed by the parties hereto that until paid for, the title to any and all minerals covered by this Lease shall be and remain in the State of Georgia regardless of whether such minerals are severed from the premises.

### **15. Dredged Materials.**

(a) Lessee agrees to deliver to Lessor, on or before the fifteenth day of the month following any month in which any material is dredged and removed from the premises pursuant to this Lease, at the address shown above, a written statement, certified by Lessee to be correct, showing in detail the number of cubic yards dredged and removed from the premises, the number of cubic yards utilized by the Lessee, and the locations where the material, both utilized and not utilized by the Lessee, was deposited. Only such dredging as is authorized by permit by the Coastal Marshlands Protection Committee and is necessary for the Lessee's reasonable use of the premises as a marina shall be conducted. Lessee shall pay to the State Properties Commission of the State of Georgia the reasonable fair market value for all material dredged and removed from the premises and utilized by the Lessee in connection with the construction of the marina and related facilities by Lessee or its agents.

(b) The quantity of material dredged and removed from the premises shall be determined by measuring the materials while loose and uncompacted. Lessee shall make such measurements as may reasonably be required to determine accurately the quantity of material dredged and removed from the premises. Lessee shall maintain and keep complete and accurate permanent records and accounts showing the amount and area from which material was dredged and removed from the premises. All such records and accounts, including all supporting data, shall be open to inspection by Lessor and its duly authorized agents or representatives at all reasonable times during ordinary business hours.

(c) Lessee agrees that all material dredged and removed from the premises and not utilized by Lessee at the time of dredging in connection with the construction of the marina and related facilities by the Lessee, shall be deposited on an approved U. S. Army Corps of Engineers' spoil site or on Lessee's property adjacent to the premises. If the material is not utilized at the time of dredging by Lessee or its agents, Lessee agrees that all material so dredged and removed shall remain the personal property of the Lessor; that said material shall remain available to the Lessor for its removal and use; and that there shall be no charge to the Lessor for the storage of said material or for the removal of said material. Lessee may utilize dredged material not utilized at the time of dredging at any time during the term of this Lease, but only upon payment to the State Properties Commission of the State of Georgia of the reasonable fair market value of said material. If Lessee's property adjacent to the premises upon which any such dredged material is deposited is sold, conveyed or transferred to another person, Lessee shall at the time of the conveyance or transfer pay to the State Properties Commission of the State of Georgia the reasonable fair market value of said material, or obtain a written agreement from the buyer or transferee acknowledging the Lessor's right to said material. Lessor may, in its sole discretion, cause a memorandum of lease, referring to this paragraph, to be filed in the real property records of the county wherein such dredged materials are placed or stored.

#### **16. Conduct Of Dredging Operations.**

The dredging and removal of materials may be accomplished by dragline, by hydraulic or mechanical dredge, or by any combination of these, so long as the work is pursued in a workmanlike manner so as at all times to comply with and so as not to violate applicable water quality standards, rules or regulations. Lessee specifically agrees that any dredging as well as any construction or dismantling undertaken incident to any dredging conducted pursuant to this Lease shall incorporate such safety precautions as may be necessary to prevent the discharge of any oils, grease or other pollutant materials into any streams or rivers. Dredging schedules, dates and times as authorized by the Coastal Marshlands Protection Committee, U.S. Army Corps' of Engineers, Georgia Department of Natural Resources, U.S. Environmental Protection Agency or any other regulatory arm of government having oversight of the dredging operation, must be followed and adhered to by Lessee or its agents.

#### **17. Pump Out Facilities.**

If Lessee is required to install pump out facilities by a federal or state environmental statute or rule enacted to regulate and control water pollution, or if Lessee is required to install pump out facilities and offer pump out services by a permit condition mandating pump out services, then the wastewater collection system for public use must be adequate for the capacity of waste generated by the volume of Lessee's business i.e. the number and size of vessels ordinarily moored at the facility including the number and size of transient boaters ordinarily requesting pump out services. No boat using the marina shall release sanitary wastes into the waters of the state. All vessels using the marina are required to use on site pump out services unless the Committee allows for specific exceptions. Routine business records for the pump-out facilities such as: receipts for waste disposal services and user and maintenance logs must be kept and made available for inspection. Lessee must at Lessee's (sole expense) prominently display a sign at the marina showing the precise location of the nearest pump-out facility.

Any degradation of water quality caused by mishandled waste released from Lessee's facility as prohibited by state or federal water quality laws, including but not limited to the Official Code of Georgia Annotated Section 12-5-20 et seq., the "Georgia Water Quality Control Act" of 1964, as amended and the federal "Clean Water Act", 33 U.S.C.A. Section 1344 et seq., or the violation of any lawful requirement to install and offer for public use adequate pump out services to the boating community or any failure to keep routine business records regarding pump out services or display signs showing the precise location of the nearest pump-out facility, shall be treated as an event of default as defined in Paragraph 3 above.

#### **18. Fueling Facilities.**

If fueling facilities are installed the Lessee must insure installation and operation is according to USEPA and GADNR/EPD laws and regulations. In addition the following requirements must be met. Fuel storage tanks and fuel lines between tank, dock, and vessels shall be equipped with emergency shut off valves. To further minimize the possibility of fuel spills, dispensing nozzles shall be the automatic closing type without a hold open latch.

#### **19. Operation Manual.**

Lessee must submit an Operations and Maintenance Manual to the Department prior to the operation of the marina. The manual must be maintained current and readily available in a conspicuous location for examination by employees of the marina and the Department. The "Operations Manual" must contain the following: A description of how the Lessee is meeting the conditions of

any applicable permit or authorization, the geographic location of the marina, an up to date physical description of the facility showing mooring areas, fuel storage and dispensing areas, and locations of safety equipment, the names and telephone numbers of the facility, Coast Guard MSO, EPD Emergency Response Center, local emergency management agency and other personnel who may be called by employees of the facility in an emergency, including fire and police, a description and the location of each emergency shut-off system and the names and telephone numbers of available hazardous spill clean-up contractors nearest the marina having adequate booms available to contain any oil spill.

**20. No Abandonment.**

Excepting only causes beyond Lessee's control and for causes and at times permitted hereunder, Lessee shall occupy the premises continuously throughout the term of this Lease and shall not for any other cause whatsoever, desert, surrender, abandon or cease using the premises during the term of this Lease. If Lessee does desert, surrender, abandon, or cease using the premises, any personal property or trade fixtures belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of the Lessor.

**21. Notices.**

All notices, which shall include statements, demands, requests, consents, approvals and authorizations, given by either party to the other shall be in writing and sent by United States Certified or Registered Mail, postage prepaid, to the party to be notified at such party's address as shown in this Lease. The sender of such notice shall require the United States Postal Service to "Show to whom, date and address of delivery" of said notice. Either party may from time to time by notice to the other designate a different address to which notices shall be sent. The day upon which the notice is so mailed shall be treated as the date of service. Lessee shall promptly notify Lessor of any change in its mailing address. A service charge may be added in the event Lessee fails to provide a forwarding address. Lessee or its successors shall not be released from service charges for failing to properly notify Lessor of a change in its address nor shall the Lessee or its successors be released from any debt, charge or obligation or responsibility under this lease or associated permit in the event Lessee fails to notify Lessor of a change of address.

**22. No Waiver Of Rights By Lessor.**

No omission of Lessor to exercise any power given Lessor hereunder or to insist upon strict compliance by Lessee with its undertakings, duties and obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the provisions, covenants, terms and conditions of this Lease.

**23. Successors And Assigns.**

This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs, legal representatives and assigns.

**24. Construction And Interpretation.**

This Lease shall not be construed so as to authorize any use of the premises or construction thereon which would prevent or unreasonably interfere with the right of access to State owned marshlands or water bottoms by owners of marshlands and high land adjoining the high ground of Lessee and the premises subject to this Lease; provided, such right has not been assigned to

Lessee. At all times, this Lease shall be construed and interpreted so as to be consistent with the Coastal Marshlands Protection Act of 1970, as amended, O.C.G.A. § 12-5-287, et seq.

**25. Paragraph Identification References.**

The brief, captioned, paragraph identification references, which appear immediately above paragraphs of this Lease, are for the purpose of convenience only and shall be completely disregarded in construing this Lease except for references to paragraph numbered 3 regarding default and termination.

**26. Nature Of Time.**

Time is of the essence of this Lease.

**27. Entire Agreement.**

The making, execution, and delivery of this Lease have not been induced by any representations, statements, or warranties (including, but not limited to, covenants of quiet enjoyment or representations or warranties with respect to title to the premises, or its condition or suitability for Lessee's purposes) other than those herein expressed. Lessee hereby acknowledges that it has fully inspected the premises and that the same is in satisfactory condition for the use intended. This instrument embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formality signed by both of the respective parties hereto.

**28. Counterparts.**

This Lease is executed in two (2) counterparts which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

**29. Anti-Discrimination Provision.**

The Lessee, in its occupancy and use of the premises, shall not discriminate against any person on the basis of race, gender, color, national origin, religion, age, or disability. This covenant by Lessee may be enforced by termination of this lease, by injunction, and by any other remedy available at law to the Lessor.

**(THIS SPACE IS INTENTIONALLY LEFT BLANK SO THAT ALL SIGNITURES APPEAR ON PAGE 11)**

IN WITNESS WHEREOF, the Lessor, acting pursuant to the above-referenced legislation, has caused this Lease to be executed and attested in its name by its duly serving and hereinafter designated officers, and the Lessee has caused this Lease to be executed and attested by its duly authorized representatives, with its seal affixed hereto, all as of the day and year first above written.

Signed, sealed and delivered,  
as to the signatories for the  
State of Georgia, acting by and  
through the **Coastal Marshlands  
Protection Committee**, the  
Lessor, in the presence of:

**STATE OF GEORGIA**, acting by and  
through the Coastal Marshlands  
Protection Committee.

By: \_\_\_\_\_  
Jill Andrews, Chief  
Coastal Management

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires

\_\_\_\_\_  
(Notary Public Seal Affixed Hereto)

Signed, sealed and delivered  
as to, the Lessee, **MAYOR AND  
ALDERMEN OF THE CITY OF SAVANNAH,  
D/B/A COFFEE BLUFF MARINA**,  
in the presence of:

**MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH**

\_\_\_\_\_  
Unofficial Witness

Official Witness, Notary Public  
My Commission Expires  
(Notary Public Seal Affixed Hereto)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attested: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

CRD #6/25/2007 12:07:14  
kfb /05/28/2019



150      75      0      150 Feet

A horizontal scale bar with alternating black and white segments, corresponding to the measurements 150, 75, 0, and 150 feet.

COFFEE BLUFF MARINA  
Forest River, Chatham County, Georgia  
0.6007 Acres  
LAT/LONG: 31.9361231, -81.15465308

**EXHIBIT "A"**

