
Space Above Reserved for Recorder's Use

Prepared by and return to:



319 Tattnall Street
Savannah, Georgia 31401
Attn: Robert L. McCorkle, III

EASEMENT AGREEMENT

THIS **EASEMENT AGREEMENT** (this “Agreement”) is made as of _____, 2020 (the “Effective Date”), by and between **MAYOR AND ALDERMEN OF THE City OF SAVANNAH**, a municipal corporation organized and existing under the law of the State of Georgia (“City”) and **MARY E. GARRETT, LEG/MEG 167 KELLY HILL, LLC**, a Georgia limited liability company, and **LEG/MEG SHOP, LLC**, a Georgia limited liability company (collectively, “Garrett”) and **DSI REALTY COMPANY III, LLC**, a Georgia limited liability company (“DSI”, together with Garrett, “Grantee”).

WITNESSETH:

WHEREAS, Garrett is the owner of these certain tracts or parcels of land described on **Exhibit A** attached hereto and made a part hereof, said property being referred to herein as the “**Garrett Property**”; and

WHEREAS, City is the owner of that certain tract or parcel of land described on **Exhibit B** attached hereto and made a part hereof, said property being located between the Garrett Property and U.S. Highway 80, and being referred to herein as the “**City Property**” (the Garrett Property and the City Property being referred to collectively as the “**Properties**,” and individually as a “**Property**”); and

WHEREAS, City has agreed that DSI may construct a two-lane private drive (the “**Driveway**”), construct a sign and install utilities over the portion of the City Property from U.S. Highway 80 to the Garrett Property being depicted and designated as “Easement Area” on **Exhibit C** (the “**Easement Area**”) for vehicular and pedestrian access and for construction, maintenance, use and enjoyment of utilities for the benefit of DSI and the Garrett Property; and

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, specifically including, without limitation, the Additional Improvements (as hereinafter defined) to be constructed by DSI on the City Property, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I GRANT OF EASEMENTS

Section 1.01. Access Easement. City hereby grants to Grantee, and their employees, agents, tenants, successors and assigns, for the benefit of Grantee and as an appurtenance to the Garrett Property, an exclusive, perpetual access, ingress and egress easement in, to, over, under, upon, across, and through the Easement Area for the purpose of vehicular and pedestrian ingress and egress, between the Garrett Property and U.S. Highway 80 (as the same is depicted and so designated on **Exhibit “C”**), including, without limitation, an exclusive, perpetual easement for the construction and maintenance of the Driveway with a full curb cut on U.S. Highway 80 and a full curb cut on Kelly Hill Road. Upon completion of the Driveway, the owners and tenants of the Garrett Property and the City Property, including any future subdivisions thereof, shall have access to and use of the Driveway for ingress and egress. No party to this Agreement shall allow any portion of the Easement Area to be closed or blocked in any manner that would materially adversely affect the rights of a party hereunder without such party’s written consent; provided, however, the foregoing shall not be construed to prohibit a temporary closure that is reasonably necessary to facilitate maintenance and repair of the Driveway. No parking shall be permitted within the Easement Area.

Section 1.02. Utility Easement. City hereby grants to Grantee and their employees, agents, tenants, successor and assigns, for the benefit of Grantee and as an appurtenance to the Garrett Property, an exclusive, perpetual easement in, to, over, under, upon, across and through the Easement Area for the construction, installation, maintenance and use of pipes, cables, conduits, wires, line and appurtenant facilities in order to provide utilities for water, cable, telephone, electricity, stormwater, sewer, gas and other utilities (collectively, the **“Utilities”**). The owners and tenants of the City Property shall also have access to and use of the Easement Area to install, use, operate, and maintain utilities within the Easement Area at its sole cost and expense, so long as (a) all work in connection therewith is completed as quickly as possible and in a manner so as to minimize interference with use of the Easement Area, (b) plans for such work are provided to and approved by DSI in its commercially reasonable discretion not to be unreasonably withheld, conditioned or delayed, and (c) such installation, use, operation, and maintenance does not adversely affect, restrict or impair Grantee’s rights and easements provided herein and provided that the Easement Area is fully restored to its previous condition following any such work. The owner(s) of the City Property shall indemnify and hold harmless DSI for any losses, costs or damages to the Utilities or the Driveway caused by the exercise of

such easement rights or the installation and use of any additional utilities in the Easement Area, unless caused by DSI's negligence or willful misconduct.

Except as otherwise provided herein or agreed to by Grantor and Grantee, any Party installing Utility Lines pursuant to the provisions of this subparagraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area.

Section 1.03. Temporary Construction Easement. City hereby grants to Grantee and their successors and assigns a thirty (30) foot wide temporary construction easement running parallel and adjacent to portions of the aforesaid Easement Area as shown and depicted on the above mentioned plat attached hereto as **Exhibit "C"** which reference is hereby made for a more particular description of the metes, bounds, courses, and dimensions of said temporary construction easement, said temporary construction easement being granted for the purpose of constructing and installing the Driveway, Utilities and Additional Improvements within the perpetual easement area, which temporary construction easement shall terminate upon the completion of the construction and installation of the Driveway, Utilities and Additional Improvements. Notwithstanding the foregoing, the temporary construction easement will terminate no later than three (3) years from the date of recording of this Easement Agreement unless extended by written agreement of DSI and City.

Section 1.04. Sign Easement. City hereby grants to DSI and its successors and assigns a non-exclusive perpetual easement to construct, maintain, use and enjoy a sign(s) (the "**Sign**") within the Easement Area adjacent to U.S. Highway 80. Any additional signage placed by City or its tenants, within the Easement Area shall not obstruct or conflict with any signage placed by DSI or the use and operation of the Driveway and the Utilities.

Section 1.05. Construction and Maintenance. DSI shall bear the sole responsibility of design, construction, maintenance, repair, and replacement of the Driveway, Utilities and all other improvements placed by DSI within the Easement Area. All such improvements shall be constructed in a good and workmanlike manner in accordance with applicable laws, codes and ordinances. DSI covenants and agrees that for so long as City owns the City Property, no cost or expense shall be incurred by City in connection with DSI's construction and maintenance of such improvements or the use and enjoyment of the Driveway, subject to the following:

(a) **Obligation to Maintain in Good Condition.** DSI hereby acknowledges the Easement Area is integral to the City Property, and therefore covenants to maintain the Easement Area, and the Driveway and Utilities installed thereon, in good and operable condition. If DSI fails to operate and maintain the

paving, sub-base, shoulders, utilities, or other improvements in the Easement Area in a good and operable condition, then upon failure to commence to cure such failure within ninety (90) days of written notice from an owner of the City Property, the owner(s) of the City Property may perform such maintenance and invoice DSI for its fifty percent (50%) contribution toward such cost. Such invoice shall include evidence of the actual documented third party cost of the necessary maintenance and repair and shall be paid within thirty (30) days of receipt.

(b) **Future Owners.** Successors in interest and future owners of the City Property desiring to use the Driveway for ingress and egress to and from the City Property, shall contribute a pro-rata share of fifty percent (50%) of the maintenance, repair and replacement cost of the Driveway. If the City Property is subdivided creating more than one (1) owner, then the owners of the City Property will divide the fifty percent (50%) share on a pro-rata basis based on acreage. Future owners of the City Property shall reimburse DSI for fifty percent (50%) of the maintenance costs within thirty (30) days of receipt of an invoice within reasonable backup information regarding such costs.

- i. For example, if the City Property is subdivided in the future, and a percentage is sold to a non-City entity, then that successor in interest would be responsible for paying the pro-rata share of 50% of the maintenance and/or replacement cost of the Driveway; said pro-rata share being computed as the percent of acreage owned divided by the total acreage of the City Property prior to subdivision.

(c) **Construction Notice.** DSI shall deliver to City written notice of the date on which DSI intends to commence the construction of the Driveway, Utilities and Additional Improvements (the "Construction"), or the date on which DSI intends to perform maintenance that would temporarily restrict or impeded use of the driveway, not less than fourteen (14) days prior to commencement of Construction. Similarly, City or its successors, tenants, or assigns, shall deliver to DSI written notice of the date on which it intends to commence the construction, installation, maintenance, or replacement of any utilities or other improvements within the Easement Area. It is agreed upon between the Parties hereto that any improvements and utility lines placed within the Easement Areas shall be and remain the property of the installing Party; that no charge shall at any time be made by City for the use of the Easement Area by Grantee, or their successors and assigns, or for the privilege of locating, constructing, operating, laying, maintaining, repairing, replacing and removing said improvements, the Driveway or Utilities from the Easement Area; that Grantee, its agents, representatives, employees, customers, invitees and guests shall have full and free ingress to and egress to, from and over the Easement Area on foot and in vehicles, in order to efficiently maintain, repair and replace said improvements, the Driveway and Utilities with the right to inspect, rebuild, repair, improve, remove, relocate improvements, the Driveway and Utilities within the Easement Area, make

extensions or additions thereto, and make such changes, additions, alterations and substitutions in said Utilities, as Grantee, may from time to time, deem advisable and expedient.

Section 1.06. Construction of Additional Improvements to City Property. For and as consideration of the easements, rights and privileges granted herein, DSI shall have the obligation to design, permit, and construct certain improvements to the City Property as approved by City, with a total cost of design, permitting and construction equal to or greater than Two Hundred Thousand Dollars (\$200,000.00) (the “**Additional Improvements**”); subject to the following:

(a) **Competitive Bids.** Prior to commencing construction of the Additional Improvements, DSI will obtain at least three (3) competitive sealed bids from qualified licensed contractors for performance of the work and provide bidders with plans and specification for the work prepared by DSI’s engineer. DSI shall award the work to the qualified bidder with the lowest bid cost to perform the work.

(b) **Insurance.** The contractor selected to perform the work shall have the insurance coverages as provided in Exhibit C attached hereto, naming City as additional insured.

Section 1.07. Security for Construction Obligation. As security to ensure City DSI will complete the work, DSI will place \$200,000 with an agreed upon escrow agent. As work is completed on the Additional Improvements to City Property, the contractor may submit payment requests to the escrow agent for payment as specified in the Escrow Agreement; said payment requests must be reviewed and approved by City and DSI’s engineer prior to escrow agent releasing funds for payment. In the event DSI or Contractor fail to commence the Additional Work to City Property within three (3) years from the Effective Date of this Easement Agreement, then City may request the funds from the Escrow Agent and complete the Additional Improvements.

Section 1.08. Taxes. City or its successors in title shall pay all ad valorem taxes upon the City Property, if applicable.

Section 1.09. Indemnification. Grantee shall indemnify and hold City harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys’ fees actually incurred and court costs) incurred by City in connection with the exercise by Grantee of the rights created herein, except to the extent caused by the negligence or willful misconduct of City, its employees, tenants, contractors, agents or licensees. To the extent permitted by law, City shall indemnify and hold Grantee harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys’ fees actually incurred and court costs) incurred by DSI in connection with the exercise by City of the rights and easements created herein, except to the extent caused by

the negligence or willful misconduct of DSI, its employees, tenants, contractors, agents or licensees.

ARTICLE II MISCELLANEOUS PROVISIONS

Section 2.01. Amendment. The parties hereto hereby agree that this Agreement may only be amended, modified or terminated upon the written consent of Garrett, DSI and City, or their successors or assigns.

Section 2.02. Waiver. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

Section 2.03. Severability. If any term, provision, or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, or agreements or the application of such term, provision, or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 2.04. Binding Effect; Appurtenance. This Agreement and the easements and rights granted herein shall be binding upon and inure to the benefit of Garrett, DSI and City and their respective successors and assigns, including successors in title to the Garrett Property and the City Property. All the easements, terms and provisions hereof are and shall be deemed to be covenants and easements running with the Garrett Property and the City Property described herein and any adjacent property acquired and owned by DSI and shall burden the City Property as described herein. Notwithstanding the foregoing, each of Garrett, DSI and City (each, an "Owner") shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such owner holds fee simple title to the Properties or portion thereof. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of DSI and the Garrett Property and be a burden upon the City Property and shall run with title to, and be appurtenant to, such Properties.

Section 2.05. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, email (provided that a copy of any demand or default notice shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City: City Manager
City of Savannah
P.O. Box 1027
Savannah, Georgia 31402

With a Copy to: City Attorney
City of Savannah
P.O. Box 1027
Savannah, Georgia 31402

And Director of Real Estate
City of Savannah
P.O. Box 1027
Savannah, Georgia 31402

If to Garrett: c/o Garrett Machine
1 Kelly Hill Road
Garden City, Georgia 31408
Attn: Mary E. Garrett, et.al.

If to DSI: Distribution Services International, Inc.
1 Birkenhead Street
Port Wentworth, Georgia 31407
Attn: Justin Redmond

With a copy to: McCorkle, Johnson & McCoy, LLP
319 Tattnell Street
Savannah, Georgia 31401
Attn: Robert L. McCorkle, III

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of sending. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

Section 2.06. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof.

Section 2.07. Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party hereto.

Section 2.08. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Georgia. Jurisdiction and venue of any dispute arising under this Agreement shall lie in Chatham County, Georgia.

Section 2.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

Section 2.10. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership between the parties hereto.

Section 2.11. Time is of the Essence. Time is of the essence of this Agreement.

[Signature Pages Follow]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal, as of the Effective Date.

CITY:

**MAYOR AND THE ALDERMEN OF
THE CITY OF SAVANNAH,**
a municipal corporation

Signed, sealed and delivered in the
presence of:

By: _____
Name: _____
Title: _____

Witness

ATTEST:

Notary Public:

By: _____
Name: _____
Title: _____

My Commission Expires:

[Notarial Seal]

[signatures continue on following page]

Signed, sealed and delivered in the presence of:

GARRETT:

Mary E. Garrett

Witness

Notary Public

My Commission Expires:

[Notarial Seal]

LEG/MEG 167 KELLY HILL, LLC
a Georgia limited liability company

Signed, sealed and delivered in the presence of:

By: _____

Name: _____

Title: _____

Witness

Notary Public:

My Commission Expires:

[Notarial Seal]

[signatures continue on following page]

LEG/MEG SHOP, LLC
a Georgia limited liability company

Signed, sealed and delivered in the
presence of:

By: _____
Name: _____
Title: _____

Witness

Notary Public:

My Commission Expires:

[Notarial Seal]

[signatures continue on following page]

DSI:

DSI REALTY COMPANY III, LLC
a Georgia limited liability company

Signed, sealed and delivered in the
presence of:

By: _____

Name: _____

Title: _____

Witness

Notary Public:

My Commission Expires:

[Notarial Seal]

[end of signature pages]

DRAFT

EXHIBIT A
Garrett Property

ALL THOSE CERTAIN LOTS, TRACTS AND PARCELS OF LAND SITUATE, LYING AND BEING IN CHATHAM COUNTY, GEORGIA, AND BEING KNOWN AND DESIGNATED UPON MAPS OR PLATS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 4-P, PAGE 82 AND 83 AS PARCEL 1, CONTAINING 29.54 ACRES; PARCEL 2, CONTAINING 148.98 ACRES; AND PARCEL 3, CONTAINING 0.27 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAVANNAH-OGEECHEE CANAL AND FROM SAID POINT OF BEGINNING PROCEED THENCE S 78°13'00" W A DISTANCE OF 1640.66 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE ALONG SAID SAVANNAH-OGEECHEE CANAL RIGHT-OF-WAY LINE N 88°51'20" W A DISTANCE OF 742.04 FEET TO A CONCRETE MONUMENT; PROCEED THENCE N 17°19'35" E A DISTANCE OF 1072.47 FEET TO A CONCRETE MONUMENT LOCATED ALONG THE SOUTHERLY LINE OF THE SEABOARD COASTLINE RAILROAD; PROCEED THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE S 70°52'20" E A DISTANCE OF 2147.11 FEET TO A CONCRETE MONUMENT, THE POINT OF BEGINNING.

PARCEL 2

COMMENCING AT A CONCRETE MONUMENT LOCATED AT THE POINT OF INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD WITH THE SOUTHEASTERLY LINE OF THE SAVANNAH-OGEECHEE CANAL AND PROCEED THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE S70°51'20"E A DISTANCE OF 948.46 FEET TO A CONCRETE MONUMENT; PROCEED THENCE S30°59'45"W A DISTANCE OF 3485.46 FEET TO A CONCRETE MONUMENT LOCATED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HORSESHOE CANAL; PROCEED THENCE ALONG SAID HORSESHOE CANAL RIGHT-OF-WAY LINE N15°22'45"W A DISTANCE OF 419.71 FEET TO A CONCRETE MONUMENT; PROCEED THENCE ALONG THE CURVE OF THE HORSESHOE CANAL, SAID CURVE HAVING A CORD BEARING OF N61°20'10"W, A DISTANCE OF 2052.22 TO A CONCRETE MONUMENT; CONTINUE THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HORSESHOE CANAL S73°49'55"W A DISTANCE OF 74.88 FEET TO A CONCRETE MONUMENT LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF THE COUNTY DRAINAGE CANAL; PROCEED THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE COUNTY DRAINAGE CANAL ALONG A CURVE HAVING A CORD BEARING OF N16°11'50"E A DISTANCE OF 584.65 FEET TO A CONCRETE MONUMENT; PROCEED THENCE ALONG SAID

EASTERLY LINE OF SAID COUNTY DRAINAGE CANAL N16°29'05"W A DISTANCE OF 1066.30 FEET TO A CONCRETE MONUMENT LOCATED ON THE SOUTHERLY LINE OF THE SAVANNAH-OGEECHEE CANAL; PROCEED THENCE ALONG SAID SOUTHERLY LINE OF THE SAVANNAH-OGEECHEE CANAL S88°51'20"E A DISTANCE OF 1241.90 FEET TO A CONCRETE MONUMENT; PROCEED THENCE N78°13'00"E ALONG SAID SOUTHERLY LINE OF SAID SAVANNAH-OGEECHEE CANAL A DISTANCE OF 1819 FEET TO A CONCRETE MONUMENT, THE POINT OF BEGINNING. THERE IS EXCLUDED HEREFROM THE 0.78 ACRES THEREOF WHICH IS A PRIVATELY OWNED CEMETERY WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD AND THE SOUTHEASTERLY LINE OF THE SAVANNAH-OGEECHEE CANAL PROCEED THENCE S6°40'30"E A DISTANCE OF 628.39 FEET TO A POINT, THE POINT OF BEGINNING; PROCEED THENCE S72°27'20"E A DISTANCE OF 97.94 FEET; PROCEED THENCE S66°20'10"E A DISTANCE OF 18.81 FEET; PROCEED THENCE S51°59'40"E A DISTANCE OF 62.46 FEET; PROCEED THENCE S23°20'00"W A DISTANCE OF 178.49 FEET; PROCEED THENCE S43°23'35"W A DISTANCE OF 43.33 FEET; PROCEED THENCE N64°04'10"W A DISTANCE OF 109.14 FEET; PROCEED THENCE N9°51'40"E A DISTANCE OF 226.53 FEET TO THE POINT OF BEGINNING.

PARCEL 3

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF KELLY HILL ROAD, HEREINBEFORE MORE FULLY DESCRIBED, AND THE SOUTHERN RIGHT-OF-WAY LINE OF THE SAVANNAH-OGEECHEE CANAL AND FROM SAID POINT OF BEGINNING PROCEED THENCE S12°36'10"E A DISTANCE OF 30 FEET TO A POINT; PROCEED THENCE S77°23'50"W A DISTANCE OF 371.49 FEET TO AN IRON PIN LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; PROCEED THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE N70°52'00"W A DISTANCE OF 57.03 FEET TO AN IRON PIN LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SAVANNAH-OGEECHEE CANAL; PROCEED THENCE ALONG SAID CANAL N77°23'50"E A DISTANCE OF 420 FEET TO AN IRON PIN, THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF CHATHAM, STATE OF GEORGIA, AND BEING KNOWN AND DESIGNATED UPON THAT CERTAIN MAP OR PLAT PREPARED BY WILDER SURVEYING & MAPPING, DATED FEBRUARY 17, 1983, AND RECORDED IN THE PUBLIC RECORDS OF CHATHAM COUNTY, GEORGIA IN PLAT RECORD BOOK _____, PAGE _____, AS 9.87 ACRES DIVIDED FROM PROPERTY OF W. L. GRAINGER (FORMERLY A PORTION OF W. A. PORTER TRACT) FOR E. DWAIN EDWARDS AND LARRY GARRETT, SAID PROPERTY

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHERE THE SEABOARD COAST LINE RAILROAD 100 FOOT RIGHT-OF-WAY LINE MEETS WITH THE SAVANNAH-OGEECHEE CANAL 100 FOOT RIGHT-OF-WAY AND BEING MARKED BY A CONCRETE MONUMENT, PROCEEDING THENCE NORTH 70°51'20" WEST, A DISTANCE OF 44.55 FEET TO A POINT MARKED BY A CONCRETE MONUMENT SET, WHICH SAID POINT MARKS THE POINT OF BEGINNING; PROCEEDING THENCE SOUTH 70°51'20" EAST, A DISTANCE OF 903.91 FEET ALONG THE SEABOARD COAST LINE RAILROAD 100 FOOT RIGHT-OF-WAY, TO A POINT MARKED BY A CONCRETE MONUMENT; PROCEEDING THENCE SOUTH 30°59'45" WEST, A DISTANCE OF 597.33 FEET TO A POINT MARKED BY A CONCRETE MONUMENT SET; PROCEEDING THENCE NORTH 70°51'20" WEST, A DISTANCE OF 376.35 FEET TO A POINT MARKED BY A 5/8" RE-BAR, PROCEEDING THENCE NORTH 51°59'40 WEST, A DISTANCE OF 62.46 TO A POINT MARKED BY A 5/8" RE-BAR; PROCEEDING THENCE NORTH 17°32'40" EAST, A DISTANCE OF 22 FEET TO A POINT MARKED BY A CONCRETE MONUMENT SET; PROCEEDING THENCE NORTH 72°27'20" WEST, A DISTANCE OF 166.64 FEET TO A POINT MARKED BY A CONCRETE MONUMENT SET; PROCEEDING THENCE NORTH 1°03'55" EAST, A DISTANCE OF 575.48 FEET TO A POINT MARKED BY A CONCRETE MONUMENT SET, WHICH MARKS THE POINT OF BEGINNING, AND BEING THE SAME PROPERTY CONVEYED BY JOHN WRIGHT JONES AND WILLIAM L. GRAINGER BY WARRANTY DEED TO LARRY E. GARRETT, JR. AND E. DWAIN EDWARDS FILED OF RECORD IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN 1984.

AND ALSO:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF CHATHAM, STATE OF GEORGIA, AND BEING KNOWN AND DESIGNATED UPON THAT CERTAIN MAP OR PLAT PREPARED BY ADOLPH N. MICHELIS, DATED DECEMBER 23, 2008, AND RECORDED IN THE PUBLIC RECORDS OF CHATHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 41P. PAGE 71, AS 1.34 ACRES DIVIDED FROM PROPERTY OF LARRY GARRETT.

PINs 60879 02002, 60879 02003, 60879 02004, 60879 02005, 60879 02006

EXHIBIT B
City Property

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF GARDEN CITY IN THE COUNTY OF CHATHAM AND STATE OF GEORGIA, BEING A PORTION OF THE BEACH FOREST TRACT CONTAINING 34.34 ACRES AND BEING SHOWN AND DESIGNATED UPON A MAP OR PLAN MADE BY WILDER SURVEYING & MAPPING, DATED JANUARY 4, 1985 AND RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN PLAT RECORD BOOK 6-P, PAGE 102, AS TRACT II-A. REFERENCE IS HEREBY MADE TO SAID MAP OR PLAT FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREBY CONVEYED. SAID PROPERTY BEING GENERALLY BOUNDED AS FOLLOWS: ON THE NORTH BY U.S. HIGHWAY 80 AND PROPERTY NOW OR FORMERLY OF NATHAN A. BROWN, JR. AND LEROY BEASLEY; ON THE EAST BY TRACT II-B; ON THE SOUTH BY THE RIGHT-OF-WAY OF THE SAVANNAH AND OGEECHEE CANAL; AND ON THE WEST BY KELLY HILL ROAD AND PROPERTY NOW OR FORMERLY OF LEROY BEASLEY.

PIN 60827 01004

EXHIBIT C
Easement Area

FROM THE POINT OF BEGINNING; THENCE, S 17° 03' 25.2" W FOR A DISTANCE OF 94.69 FEET TO A POINT ON A LINE, THENCE, S 12° 58' 07.2" W FOR A DISTANCE OF 145.55 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 45° 59' 32.3", HAVING A RADIUS OF 300.00 FEET, AND WHOSE LONG CHORD BEARS S 35° 57' 53.3" W FOR A DISTANCE OF 234.40 FEET, THENCE, S 58° 57' 39.4" W FOR A DISTANCE OF 78.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 64° 41' 35.2", HAVING A RADIUS OF 310.00 FEET, AND WHOSE LONG CHORD BEARS S 26° 36' 51.8" W FOR A DISTANCE OF 331.72 FEET, THENCE, S 05° 43' 55.8" E FOR A DISTANCE OF 87.25 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 77° 52' 59.9", HAVING A RADIUS OF 289.00 FEET, AND WHOSE LONG CHORD BEARS S 33° 12' 34.2" W FOR A DISTANCE OF 363.29 FEET, THENCE, S 72° 09' 04.1" W FOR A DISTANCE OF 48.81 FEET TO A POINT ON A LINE, THENCE, S 57° 15' 23.1" W FOR A DISTANCE OF 61.69 FEET TO A POINT ON A LINE, THENCE, S 77° 30' 27.6" W FOR A DISTANCE OF 25.64 FEET TO A POINT ON A LINE, THENCE, N 03° 25' 12.6" E FOR A DISTANCE OF 68.23 FEET TO A POINT ON A LINE.

THENCE, N 74° 11' 54.6" E FOR A DISTANCE OF 97.43 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 81° 03' 42.8", HAVING A RADIUS OF 235.00 FEET, AND WHOSE LONG CHORD BEARS N 33° 40' 03.2" E FOR A DISTANCE OF 305.43 FEET.

THENCE, N 06° 51' 48.3" W FOR A DISTANCE OF 156.13 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 66° 32' 24.3", HAVING A RADIUS OF 250.00 FEET, AND WHOSE LONG CHORD BEARS N 26° 24' 23.9" E FOR A DISTANCE OF 274.29 FEET.

THENCE, N 59° 40' 36.0" E FOR A DISTANCE OF 150.87 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 52° 00' 40.3", HAVING A RADIUS OF 246.00 FEET, AND WHOSE LONG CHORD BEARS N 33° 40' 15.9" E FOR A DISTANCE OF 215.72 FEET.

THENCE, N 07° 39' 55.7" E FOR A DISTANCE OF 87.82 FEET TO A POINT ON A LINE.

THENCE, N 03° 41' 07.9" E FOR A DISTANCE OF 130.17 FEET TO A POINT ON A LINE, THENCE S 78° 16' 37.1" E A DISTANCE OF 89.44 FEET TO THE POINT OF BEGINNING.