**When recorded, return to:**

Womble Bond Dickinson LLP

271 17th Street, Suite 2400

Atlanta, Georgia 30363

Attn.: Joseph B. Foltz, Esq.

**RIVERWALK EASEMENT AGREEMENT**

**(PLANT RIVERSIDE)**

STATE OF GEORGIA

COUNTY OF CHATHAM

**THIS RIVERWALK EASEMENT AGREEMENT** (this “Agreement”) is entered into to be effective as of the \_\_\_\_\_ day of October, 2020 (the “Effective Date”), by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, **GEORGIA,** a municipal corporation existing under the laws of the State of Georgia(“Grantor”), whose address is City Hall, P.O. Box 1027, Savannah, Georgia 31402, and **PLANT RIVERSIDE, LLC**, a Delaware limited liability company (“Grantee”) whose address is 4901 Vineland Road, Suite 650, Orlando, Florida 32811.

**R E C I T A L S:**

**WHEREAS**, Grantor, through a conveyance from Grantee,is the owner of that real property located in the City of Savannah, Chatham County, Georgia, consisting of an extension of the existing “Riverwalk” pedestrian walkway from the current western termination point to the western boundary line of the Grantee Property (as defined below) along with a 1,100 feet bulkhead together with a 29,043 square feet pile supported platform, along with a new infill hardscape deck area as part of the extension of the Riverwalk cantilevered over the Savannah River (the “Riverwalk Improvements”)(hereinafter referred to as the “Grantor Property”) as more fully described on Exhibit “A”, attached hereto and made a part hereof; and

**WHEREAS**, Grantee is the owner of approximately 3.79 acres of land and the improvements thereon located adjacent to the Grantor Property in Chatham County, Georgia (the “Grantee Property”), more specifically described in Exhibit “B” attached hereto and incorporated herein by this reference; and

**WHEREAS**, Grantee has developed, renovated and restored the improvements located on the Grantee Property into a four diamond hotel (the “Hotel”) along with related retail, food and beverage, meeting space and entertainment venues and related improvements on Grantee’s Property (collectively, the “Project”); and

WHEREAS, Grantee, in connection with the operation and use of the Hotel, seeks to obtain certain easements over, under and upon the Riverwalk Improvements to allow Grantee and its licensees or invitees to provide certain uses thereon as more particularly described herein, subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, Grantor desires to grant and convey to Grantee said easements, subject to the terms and conditions hereof.

**W I T N E S S E T H :**

**NOW, THEREFORE**, in consideration of the Recitals hereinabove stated and incorporated in this Agreement by reference, and the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant, grant and agree as follows:

1. Recitals. The Recitals are incorporated herein by reference as if set out for all purposes set forth herein.
2. Grant of Easement by Grantor. Grantor, as the owner and holder of fee simple title in and to the Grantor Property, for itselfand its successors and assigns, does hereby grant, bargain, sell, transfer convey and warrant unto Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Riverwalk Easement") over, under, upon, through and across the Grantor Property for the purposes of using and maintaining the Grantor Property for music and other entertainment, stalls, carts or temporary structures and improvements to offer retail products or services; provided those structures or improvements shall be used and controlled by Grantee or its licensees or invitees in connection with the operation of the Grantee Property; provided, further, that Grantee or its licensees or invitees’ use of the Riverwalk Easement shall not unreasonably interfere with the flow of pedestrian traffic, including ingress into or egress from any residence, or place of business, and shall not impede travel on the Riverwalk Improvements or create a hazard to the safety or health of passers-by. Further, such temporary uses shall not interfere with visibility, pedestrian mobility, or access to any public utility facilities. Grantee further agrees that all costs of construction and maintenance of any temporary structures shall be borne by Grantee.

3. Successors and Assigns. All of the rights, privileges, and easements granted under this Agreement shall continue as long as Grantee, its successors or assigns, use the easements granted herein to support and maintain Grantee’s operations on the Grantee Property.

4. Grantee’s Insurance. Grantee shall, or shall cause any licensee or invitee operating within the Grantor Property to obtain and maintain commercially reasonable policies of insurance as may be reasonably requested by Grantor in connection with such parties’ use of the Riverwalk Easement. Grantor shall be named as an additional insured on all such insurance policies.

1. Declaration; Persons Benefitted and Bound. Grantor hereby declares that the Grantor Property shall be held, developed, occupied, used, leased, transferred, encumbered, sold and conveyed subject to the rights, covenants, obligations, duties, benefits, burdens, easements and other provisions created, declared or contained in this Agreement, all of which shall benefit the Grantee and bind Grantor and the Grantor Property or any portion thereof, and each purchaser, tenant, invitee, licensee, user, security deed holder, mortgage holder, and lien holder, of any portion of the Grantor Property and each of their respective heirs, personal representatives, successors and assigns, and shall at all times hereafter be appurtenant to, affect, and run with the Grantor Property.
2. Maintenance and Repair of Easement Areas and Grantor Property. If Grantee or any of its agents, employees, customers, licensees or invitees cause any material damage to the Grantor Property or any other improvement located thereon, in exercising its rights under the Riverwalk Easement, Grantee shall promptly restore, or cause to be restored, the same to its condition immediately prior to the occurrence of such material damage. The parties hereto also agree that at all times the parties hereto will diligently and in good faith cooperate with and assist each other in efforts regarding coordinating the maintenance, repair, and upkeep of the Grantor Property and preventing the use or access thereof from any parties other than the Grantor and the Grantee, and their successors and assigns.
3. Limitation of Rights. Nothing herein shall be construed as a gift, grant, or dedication to the general public.
4. Quiet Enjoyment. Grantor hereby covenants and agrees that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid Riverwalk Easement, right-of-way, rights and privileges, and that Grantor will execute such further assurances thereof as may be requisite. Grantee’s use of the Riverwalk Easement shall not be subject to or require any additional approvals, authority or permits from Grantor to authorize Grantee’s use of the Riverwalk Easement. On occasion and with Grantor’s permission, Grantee may restrict or prohibit the public’s access and entry to Grantee’s events, use or operations within the Riverwalk Easement.
5. Subordination. Any deed, lease, security deed, other security instrument, mortgage, or other document hereafter conveying or creating an interest in or affecting any part or all of the Grantor Property inclusive of the Riverwalk Easement shall automatically and without further act or deed be subordinated to the terms and conditions of this Agreement.
6. Effective Date; Amendments. This Agreement shall become effective upon execution. This Agreement may be amended, from time to time, by recorded written instrument duly executed and acknowledged by the fee owners of the Grantor Property and Grantee, or its applicable successors and assigns.
7. Invalidity. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included in this Agreement.
8. Counterparts.This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
9. Run With Land. The Riverwalk Easement shall be appurtenant to, affect and run with the land, shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, heirs and assigns; provided, however, that in the event that the Riverwalk Easement shall ever be adjudicated by a final unappealable order of a court of competent jurisdiction to be an easement in gross, the Riverwalk Easement shall be an easement in gross of a commercial nature and may be assigned or transferred as such, subject to all limitations set forth herein.
10. Assignment. Grantee shall have the right to assign this Agreement to a successor in title, in whole or in part, at any time without the consent of Grantor.
11. Governing Law. This Agreement will be construed in accordance with the laws of the State of Georgia. The parties agree to submit to venue and jurisdiction in Chatham County, Georgia in the event of any dispute hereunder in which the parties resort to judicial process.

**TO HAVE AND TO HOLD** all and singular the said easement, right and rights of way, estates and privileges, unto Grantee, its successors and assigns, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Riverwalk Easement unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

***[Signature Pages Attached]***

**IN WITNESS WHEREOF**, the parties has/have hereunto set their hands and seals as of the \_\_\_\_ day of October, 2020.

|  |  |
| --- | --- |
| Signed, sealed and delivered in the presence of: Unofficial Witness Notary PublicMy Commission Expires:  | GRANTOR:**THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**, a municipal corporation of the State of Georgia By: Name: Title:  |

|  |  |
| --- | --- |
| Signed, sealed and delivered in the presence of: Unofficial Witness Notary PublicMy Commission Expires:  | GRANTEE:**PLANT RIVERSIDE, LLC,** a Delaware limited liability company By: Plant Riverside Manager, LLC, a Delaware limited liability company, as its ManagerBy: RCK Manager, LLC, a Delaware limited liability company, as its Manager  By:  Name: Richard C. Kessler Title: Manager |

**Exhibits:**

Exhibit “A” – Grantor Property

Exhibit “B” – Grantee Property

**EXHIBIT A**

**Legal Description of the Grantor Property**

All real property and improvements located thereon being described in that certain Department of the Army Permit # SAS-2014-00363 as that "certain pile­supported riverwalk extension ... constructed channelward of the new bulkhead and ... totatl[ing] 27,619 square feet (0.634 acre) over jurisdictional waters.

**EXHIBIT B**

**Legal Description of the Grantee Property**

**PARCEL B—(WEST BUILDING PARCEL):**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1ST G.M.D., CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, BEING KNOWN AS PARCEL B OF A RECOMBINATION OF FRONT WHARF LOTS 1, 2 & 3, YAMACRAW, NORTH OGLETHORPE WARD RECORDED AT BOOK 1, PAGE 308, CHATHAM COUNTY RECORDS.

SUBJECT PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

 BEGINNING AT A 5/8” IRON REBAR FOUND AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY LINE OF M.L.K. JR. BLVD. (R/W VARIES) AND THE NORTHERN RIGHT OF WAY LINE OF RIVER STREET (R/W VARIES); THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET N 53°43'54" W A DISTANCE OF 208.95 FEET TO A 5/8” IRON REBAR FOUND; THENCE LEAVE THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET N 35°09'23" E A DISTANCE OF 235.65 FEET TO A POINT ON THE HARBOR LINE OF THE SAVANNAH RIVER; THENCE ALONG THE AFORESAID HARBOR LINE S 47°52'25" E A DISTANCE OF 190.51 FEET TO A POINT ON THE AFORESAID RIGHT OF WAY LINE OF M.L.K. JR. BLVD.; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF M.L.K. JR. BLVD. S 17°32'28" W A DISTANCE OF 50.62 FEET TO A GALVANIZED IRON PIN; THENCE S 33°37'36" W A DISTANCE OF 168.40 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 1.06 ACRES OF LAND ACCORDING TO SURVEY BY THOMAS & HUTTON, WRIGHT C. POWERS JR., GEORGIA R.L.S. NO. 2612, DATED JULY 7, 2016, LAST REVISED OCTOBER 24, 2016, PREPARED FOR PLANT RIVERSIDE, LLC, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, ITS SUCCESSORS AND ASSIGNS; U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION; MARRIOTT INTERNATIONAL CAPITAL CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS; MARRIOTT INTERNATIONAL, INC., A DELAWARE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS; DOWNTOWN SAVANNAH AUTHORITY; PLANT RIVERSIDE INTERMEDIARY II, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE INTERMEDIARY I, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY; AND INVESTORS TITLE AGENCY OF GEORGIA, LLC. **APN: 20003 01 003**

 **TOGETHER WITH:**

 ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1ST G.M.D., CITY OF SAVANNAH, CHATHAM COUNTY GEORGIA, BEING A PORTION OF THE RIVER STREET RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

 BEGINNING AT A 5/8” IRON REBAR FOUND AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF RIVER STREET (R/W VARIES) AND THE WESTERN RIGHT OF WAY LINE OF MARTIN LUTHER KING JR. BOULEVARD (R/W VARIES), THENCE LEAVE THE AFORESAID RIGHT OF WAY LINES OF RIVER STREET AND MARTIN LUTHER KING JR. BOULEVARD S 33°37'36" W A DISTANCE OF 7.03 FEET TO A PK NAIL SET; THENCE N 53°40'08" W A DISTANCE OF 5.98 FEET TO A PK NAIL SET; THENCE N 53°43'59" W A DISTANCE OF 203.15 FEET TO A PK NAIL SET; THENCE N 35°09'23" E A DISTANCE OF 7.02 FEET TO A 5/8” IRON REBAR FOUND ON THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET S 53°43'54" E A DISTANCE OF 208.95 FEET TO THE POINT OF BEGINNING,HAVING AN AREA OF 1,467 SQUARE FEET OR 0.034 ACRES OF LAND, MORE PARTICULARLY SHOWN ON THAT CERTAIN PLAT OF A PARTIAL RIGHT OF WAY VACATION FOR RIVER STREET DATED AUGUST 16, 2016, PREPARED BY THOMAS & HUTTON, WRIGHT C. POWERS, JR., GRLS NO. 2612.

**TOGETHER WITH Rights granted under the following appurtenant easement:**

Temporary Easement Agreement (Crane Swing Easement) from Georgia Power Company to Plant Riverside, LLC, dated November 22, 2016, recorded November 23, 2016, in Deed Book 949, Page 596, aforesaid records, **as to Parcel B only**.

**PARCEL C1—(HISTORIC PARCEL):**

 ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1ST G.M.D., CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, BEING KNOWN AS PARCEL C1 OF A SUBDIVISON OF TRACT C, AS SHOWN ON A PLAT OF PARCELS C1 & C2 RECORDED IN BOOK 50 PAGE 10, CHATHAM COUNTY RECORDS.

 SUBJECT PROPERTY IS ALSODESCRIBED AS FOLLOWS:

 BEGINNING AT AN “X” IN CONCRETE FOUND AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF M.L.K. JR. BLVD.(R/W VARIES) AND THE NORTHERN RIGHT OF WAY LINE OF RIVER STREET (R/W VARIES); THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF M.L.K. JR. BLVD. N 17°55'23" E A DISTANCE OF 159.80 FEET TO A GALVANIZED IRON PIN; THENCE N 17°32'28" E A DISTANCE OF 51.84 FEET TO A POINT ON THE HARBOR LINE OF THE SAVANNAH RIVER; THENCE ALONG THE AFORESAID HARBOR LINE S 51°24'37" E A DISTANCE OF 199.71 FEET TO A POINT; THENCE S 55°38'22" E A DISTANCE OF 210.21 FEET TO A POINT; THENCE LEAVE THE AFORESAID HARBOR LINE S 31°58'58" W A DISTANCE OF 146.70 FEET TO A 3/4” IRON ROD FOUND ON THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET N 71°45'14" W A DISTANCE OF 158.60 FEET TO A 5/8” IRON REBAR FOUND; THENCE N 54°57'10" W A DISTANCE OF 202.88 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 1.63 ACRES OF LAND, ACCORDING TO SURVEY BY THOMAS & HUTTON, WRIGHT C. POWERS JR., GEORGIA R.L.S. NO. 2612, DATED JULY 7, 2016, LAST REVISED OCTOBER 24, 2016, PREPARED FOR PLANT RIVERSIDE, LLC, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, ITS SUCCESSORS AND ASSIGNS; U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION; MARRIOTT INTERNATIONAL CAPITAL CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS; MARRIOTT INTERNATIONAL, INC., A DELAWARE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS; DOWNTOWN SAVANNAH AUTHORITY; PLANT RIVERSIDE INTERMEDIARY II, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE INTERMEDIARY I, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY; AND INVESTORS TITLE AGENCY OF GEORGIA, LLC. **APN: 20003 02 003**

**TOGETHER WITH:**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1ST G.M.D., CITY OF SAVANNAH, CHATHAM COUNTY GEORGIA, BEING A PORTION OF THE RIVER STREET RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

 BEGINNING AT AN “X” MARK IN CONCRETE FOUND AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF RIVER STREET (R/W VARIES) AND THE EASTERN RIGHT OF WAY LINE OF MARTIN LUTHER KING JR. BOULEVARD; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET S 54°57'10" E A DISTANCE OF 202.88 FEET TO A 5/8” IRON REBAR FOUND; THENCE S 71°45'14" E A DISTANCE OF 161.10 FEET TO A POINT; THENCE LEAVE THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET 25.92 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 800.33 FEET, A CHORD LENGTH OF 25.92 FEET, AND A CHORD BEARING N 73°02'54" W TO AN “X” IN CURB; THENCE 19.57 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 800.33 FEET, A CHORD LENGTH OF 19.57 FEET, AND A CHORD BEARING N 74°40'36" W TO AN “X” IN STONE; THENCE N 75°22'37" W A DISTANCE OF 29.75 FEET TO AN “X” IN STONE; THENCE 149.74 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 499.67 FEET, A CHORD LENGTH OF 149.18 FEET, AND A CHORD BEARING N 66°47'32" W TO A PK NAIL SET; THENCE N 58°12'26" W A DISTANCE OF 79.09 FEET TO A PK NAIL SET; THENCE 5.02 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 9.59 FEET, A CHORD LENGTH OF 4.96 FEET, AND A CHORD BEARING N 43°12'27" W TO A PK NAIL SET; THENCE N 28°12'26" W A DISTANCE OF 4.64 FEET TO A POINT; THENCE 5.45 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 10.41 FEET, A CHORD LENGTH OF 5.39 FEET, AND A CHORD BEARING N 43°12'26" W TO A PK NAIL SET; THENCE N 58°12'26" W A DISTANCE OF 21.42 FEET TO A PK NAIL SET; THENCE 5.39 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 10.41 FEET, A CHORD LENGTH OF 5.33 FEET, AND A CHORD BEARING N 73°01'42" W TO A PK NAIL SET; THENCE N 87°50'57" W A DISTANCE OF 4.82 FEET TO A PK NAIL SET; THENCE 4.96 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 9.59 FEET, A CHORD LENGTH OF 4.90 FEET, AND A CHORD BEARING N 73°01'40" W TO A PK NAIL SET; THENCE N 58°12'26" W A DISTANCE OF 6.62 FEET TO A PK NAIL SET; THENCE N 17°55'23" E A DISTANCE OF 17.53 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 2,404 SQUARE FEET OR 0.055 ACRES OF LAND, MORE PARTICULARLY SHOWN ON THAT CERTAIN PLAT OF A PARTIAL RIGHT OF WAY VACATION FOR RIVER STREET DATED AUGUST 16, 2016, PREPARED BY THOMAS & HUTTON, WRIGHT C. POWERS, JR., GRLS NO. 2612.

**PARCEL C2—(THREE MUSES PARCEL):**

 ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1ST G.M.D., CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, BEING KNOWN AS PARCEL C2 OF A SUBDIVISON OF TRACT C, AS SHOWN ON A PLAT OF PARCELS C1 & C2 RECORDED IN BOOK 50 PAGE 10, CHATHAM COUNTY RECORDS.

SUBJECT PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT AN “X” FOUND IN CONCRETE AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF M.L.K. JR. BLVD. (R/W VARIES) AND THE NORTHERN RIGHT OF WAY LINE OF RIVER STREET; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET S 54°57'10" E A DISTANCE OF 202.88 FEET TO A 5/8” REBAR FOUND; THENCE S 71°45'14" E A DISTANCE OF 158.60 FEET TO A 3/4” IRON PIPE FOUND AT THE POINT OF BEGINNING; THENCE LEAVE THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET N 31°58'58" E A DISTANCE OF 146.70 FEET TO A POINT ON THE HARBOR LINE OF THE SAVANNAH RIVER; THENCE ALONG THE AFORESAID HARBOR LINE S 55°38'22" E A DISTANCE OF 28.92 FEET TO A POINT; THENCE S 60°37'58" E A DISTANCE OF 332.42 FEET TO A POINT; THENCE S 61°48'59" E A DISTANCE OF 34.17 FEET TO A POINT; THENCE LEAVE THE AFORESAID HARBOR LINE S 24°25'15" W A DISTANCE OF 101.15 FEET TO A 5/8” IRON REBAR FOUND ON THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET N 65°49'11" W A DISTANCE OF 366.89 FEET TO A 3/4” IRON ROD FOUND; THENCE S 17°55'23" W A DISTANCE OF 1.83 FEET TO A 5/8” IRON REBAR FOUND; THENCE N 71°45'14" W A DISTANCE OF 46.66 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 1.09 ACRES OF LAND, ACCORDING TO SURVEY BY THOMAS & HUTTON, WRIGHT C. POWERS JR., GEORGIA R.L.S. NO. 2612, DATED JULY 7, 2016, LAST REVISED OCTOBER 24, 2016, PREPARED FOR PLANT RIVERSIDE, LLC, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, ITS SUCCESSORS AND ASSIGNS; U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION; MARRIOTT INTERNATIONAL CAPITAL CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS; MARRIOTT INTERNATIONAL, INC., A DELAWARE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS; DOWNTOWN SAVANNAH AUTHORITY; PLANT RIVERSIDE INTERMEDIARY II, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE INTERMEDIARY I, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PLANT RIVERSIDE MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY; AND INVESTORS TITLE AGENCY OF GEORGIA, LLC. APN: 20003 02 004

**TOGETHER WITH:**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1ST G.M.D., CITY OF SAVANNAH, CHATHAM COUNTY GEORGIA, BEING A PORTION OF THE RIVER STREET RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

 COMMENCING AT AN “X” MARK IN CONCRETE FOUND AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF RIVER STREET (R/W VARIES) AND THE EASTERN RIGHT OF WAY LINE OF MARTIN LUTHER KING JR. BOULEVARD; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET S 54°57'10" E A DISTANCE OF 202.88 FEET TO A 5/8” IRON REBAR FOUND; THENCE S 71°45'14" E A DISTANCE OF 183.50 FEET TO A 1/2” IRON REBAR SET AT THE POINT OF BEGINNING; THENCE S 71°45'14" E A DISTANCE OF 21.76 FEET TO A 5/8” IRON REBAR FOUND; THENCE N 17°55'23" E A DISTANCE OF 1.83 FEET TO A 3/4” IRON REBAR FOUND; THENCE S 65°49'11" E A DISTANCE OF 366.89 FEET TO A 5/8” IRON REBAR FOUND; THENCE LEAVE THE AFORESAID RIGHT OF WAY LINE OF RIVER STREET S 24°00'51" W A DISTANCE OF 0.44 FEET TO A 1/2” IRON REBAR SET; THENCE N 65°59'09" W A DISTANCE OF 325.10 FEET TO A POINT; THENCE 63.31 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 800.50 FEET, A CHORD LENGTH OF 63.30 FEET, AND A CHORD BEARING N 68°15'06" W TO THE POINT OF BEGINNING, HAVING AN AREA OF 379 SQUARE FEET OR 0.009 ACRES OF LAND, MORE PARTICULARLY SHOWN ON THAT CERTAIN PLAT OF A PARTIAL RIGHT OF WAY VACATION FOR RIVER STREET DATED AUGUST 16, 2016, PREPARED BY THOMAS & HUTTON, WRIGHT C. POWERS, JR., GRLS NO. 2612.

**LESS AND EXCEPT:**

All real property and improvements located thereon being described in that certain Department of the Army Permit # SAS-2014-00363 as that "certain pile­supported riverwalk extension ... constructed channelward of the new bulkhead and ... totatl[ing] 27,619 square feet (0.634 acre) over jurisdictional waters.