**Return Recorded Document to:**

**Hunter Maclean**

**Attn: Harold Yellin**

**200 East Saint Julian**

**Savannah, Georgia 31401**

**STATE OF GEORGIA**

**COUNTY OF CHATHAM**

**PEDESTRIAN ACCESS EASEMENT AGREEMENT**

**THIS PEDESTRIAN ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2023 (the “**Effective Date**”) by **SRL LAND VENTURE LLC**, a Georgia limited liability company and **SRL LAND VENTURE II**, **LLC** (collectively the “**Grantor**”), in favor of **the Mayor and Aldermen of the City of Savannah**, a municipal corporation organized and existing under the laws of the State of Georgia (“**Grantee**”) (Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”).

**RECITALS:**

WHEREAS, Grantor is the owner of that certain real property located in the City of Savannah, Chatham County, Georgia, being more particularly described on Exhibit A attached hereto (the “Grantor Parcel”);

WHEREAS, Grantor and Grantee have previously executed a Second Amendment to Amended & Restated Development Agreement dated March \_\_, 2022 (“Second Amendment”), attached hereto as Exhibit B, whereby Grantor and Grantee defined the relative responsibilities of each Party with respect to certain open spaces (“Open Spaces”) identified in the Eastern Wharf Master Plan;

WHEREAS, in connection with the operation and maintenance of the Open Spaces, Grantor desires to grant to Grantee (i) a relocatable, non-exclusive easement for pedestrian access between Port Street and Parcel OS-1.1 and OS-1.2 (“Access Easement #1”) as more particularly shown and described on that certain plat captioned “A Major Subdivision of the Lands known as Fill Area West, Parcel C-5, Parcel U-3, and Parcel C-6B, Being portions of Eastern Wharf,” prepared by Thomas & Hutton, dated October 10, 2023, and recorded in SMB \_\_\_\_, page \_\_\_\_ , Chatham County records (“Plat”); and (ii) a relocatable, non-exclusive easement for pedestrian access between Eastern Wharf Avenue and Parcel OS-1.3 (“Access Easement #2”) as more particularly shown and described on the Plat.

WHEREAS, the parties desire to memorialize their agreement in a written document as hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

1. Access Easement #1
2. Grantor does, subject to the terms of the Second Amendment, hereby declare, create, establish, and convey, for the benefit of the general public and Grantee and its invitees, employees, agents, and contractors (“Permitted Users”) a relocatable, non-exclusive easement (“Easement”) on, over and across a portion of the Grantor Parcel shown as MU-C-1B.2, with said easement being more particularly described as “Proposed 10’ Relocatable Access Easement” on the Plat (“Easement Area”). The purpose of the Easement is to provide Grantee with pedestrian access between Port Street and Parcel OS-1.1 and OS-1.2 as shown on the Plat and for no other purpose. Grantor reserves all of its right, title and interest in and to any portion of the Grantor Parcel located within the Easement Area incident to the fee simple estate thereof, and for any and all purposes not inconsistent with Grantee’s use of the Easement Area as permitted herein.
3. Notwithstanding any provision to the contrary, the Parties acknowledge and agree that the Easement described in Section 1(a) shall be a relocatable access easement. Grantor reserves the right (i) to temporarily provide an alternate route of pedestrian access at least 10’ feet wide between Pilot Street and OS-1.1 during the temporary closure of the access easement during special events which may occur from time to time on Parcel OS-1.1, Parcel OS-1.2, Parcel OS-1.3, Parcel MU-C-1B.2, and Parcel MU-C-1F; and (ii) to relocate the Easement and Easement Area to a different location that is mutually agreeable to the Parties, so long as the relocatable access easement provides pedestrian access from Port Street to Parcel OS-1.1 (“Relocatable Access Easement”). Upon such relocation, the Parties agree to amend this Agreement and more particularly show and describe the new location of the Relocatable Access Easement.
4. Grantor, at its sole cost, shall be solely responsible for the maintenance and repair of the Easement Area, except as to damages to the Easement Area caused by Grantee or the Permitted Users, which shall be the responsibility of Grantee.  Upon the failure of either party to perform its obligations pursuant to the Second Amendment or this Section 1, the other party shall have the right to perform such maintenance at such nonperforming party’s sole cost and expense. The Easement Area shall not be used by the Grantee or its Permitted Users for any use that would materially interfere with Grantor’s use of Parcel OS-1.2, Parcel MU-C-1B.2 or Parcel MU-C-1F.
5. Access Easement #2
6. Grantor does, subject to the terms of the Second Amendment, hereby declare, create, establish, and convey, for the benefit of the general public and Grantee and its invitees, employees, agents, and contractors (“Permitted Users”) a relocatable, non-exclusive easement (“Easement”) on, over and across a portion of the Grantor Parcel shown as MU-C-1F, with said easement being more particularly described as “Existing 10’ Relocatable Access Easement” on the Plat (“Easement Area”). The purpose of the Easement is to provide Grantee with pedestrian access between Eastern Wharf Avenue and Parcel OS-1.3 as shown on the Plat and for no other purpose. Grantor reserves all of its right, title and interest in and to any portion of the Grantor Parcel located within the Easement Area incident to the fee simple estate thereof, and for any and all purposes not inconsistent with Grantee’s use of the Easement Area as permitted herein.
7. Notwithstanding any provision to the contrary, the Parties acknowledge and agree that (i) the Easement described in Section 2(a) shall be a relocatable access easement; and (ii) Grantor reserves the right to relocate the Easement and Easement Area to a different location mutually agreeable among the Parties, so long as the relocatable access easement provides pedestrian access at least 10’ in width and extends between Eastern Wharf Avenue and Parcel OS-1.3 (“Relocatable Access Easement). Upon any such relocation, the Parties agree to amend this Agreement and more particularly show and describe the new location of the Relocatable Access Easement. Nothing contained in this Section 2(b) shall require that Grantor relocate the Easement Area within a specific period of time.
8. Grantor, at its sole cost, shall be solely responsible for the maintenance and repair of the Easement Area, except as to damages to the Easement Area caused by Grantee or the Permitted Users, which shall be the responsibility of Grantee. Upon the failure of either party to perform its obligations pursuant to the Second Amendment or this Section 2, the other party shall have the right to perform such maintenance at such non-performing party’s sole cost and expense. The Easement Area shall not be used by the Grantee or its Permitted Users for any use that would materially interfere with Grantor’s use of Parcel OS-1.3 or Parcel MU-C-1F.
9. Indemnity. To the extent permitted by law and without waiver of sovereign immunity, Grantee agrees to indemnify, save and hold harmless Grantor from and against any and all liability or loss arising from or relating to any damages to property, or death or injury to any person occurring on the Easement Area as a result of the use of the Easement Area by Grantee or its Permitted Users, including, without limitation, costs and reasonable attorney's fees incurred in the defense of prosecution of any claim or any proceeding or litigation arising therefrom.
10. Duration; No Use Restrictions. The Easement created by this Agreement shall be perpetual and shall remain in full force and effect, until and unless relocated pursuant to Section 1(a) herein, or terminated as required by law or with the consent of the Parties (or their successors-in-title, if applicable). The Parties expressly acknowledge and agree that the purpose of this Agreement is the grant, conveyance and establishment of the easement, rights and privileges set forth herein.
11. Binding Agreement. The Easement established and created by this Agreement is intended and understood to run with the title to the Grantor Parcel and, except as may be provided for elsewhere in this Agreement, the provisions of this Agreement shall apply to, inure to the benefit of and bind the Parties and their respective assigns and successors-in-title.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.
13. Constructive Notice and Acceptance; Transfer. Every person or entity which now owns or hereafter acquires any right, title, estate, or other interest in or to any of the real property described herein or any part thereof is and shall be conclusively deemed to have consented and agreed to each of the easements and covenants created hereby and to all other terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such interest was acquired. Should ownership of all or any part of any of the real property described in this Agreement be transferred, then the transferor shall thereafter have no further liability for performance of any obligation relating to such transferred land and arising under this Agreement, except to the extent that such obligation accrued during the period of its ownership of such transferred land, and the transferee shall by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement.
14. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.
15. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia. If any provision of this Agreement or the application of such provision to any person or entity shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to any person or circumstance, other than the Person or circumstance to which it is held invalid, shall not be affected thereby. In the event of any conflict between any provision of any requirement of any governmental entity having jurisdiction over the real property described in this Agreement and any provision of this Agreement, the more restrictive provision shall be controlling.
16. Amendment; Custom or Practice; No Waiver. This Agreement may not be amended so as to modify the rights or obligations relating to any of the real property described herein without the prior written consent of each of the Parties hereto. No failure of Grantor or Grantee to exercise any power or right granted by this Agreement or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of such right or power or a waiver of the right of any such Party to demand exact compliance with the terms hereof. No waiver of any right or obligation created or arising under this Agreement shall be binding upon Grantor or Grantee unless such waiver is in writing and signed by the party against whom enforcement thereof is sought
17. Easement Only. Neither Grantor nor Grantee intends for this Agreement or the easement granted herein to convey fee simple title to the property that is subject to the easement.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal as of the day and year first above written.

|  |  |
| --- | --- |
| Signed, sealed and delivered this \_\_\_  day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023,  in the presence of: | **GRANTOR:** |
|  | **SRL LAND VENTURE LLC**,  a Georgia limited liability company |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness | 1. Trent Germano, Manager |
|  |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Notary Public |  |

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(AFFIX NOTARIAL SEAL)

|  |  |
| --- | --- |
| Signed, sealed and delivered this \_\_\_  day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023,  in the presence of: | **GRANTOR:** |
|  | **SRL LAND VENTURE II LLC**,  a Georgia limited liability company |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness | 1. Trent Germano, Manager |
|  |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Notary Public |  |

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(AFFIX NOTARIAL SEAL)

IN WITNESS WHEREOF,Grantee has executed thisAgreement underseal as of the day and year first above written.

|  |  |
| --- | --- |
| Signed, sealed and delivered this \_\_\_  day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023, in the presence of: | **GRANTEE:** |
|  | **the Mayor and Aldermen of the City of Savannah**  a municipal corporation organized and existing under the laws of the State of Georgia |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Witness | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Joseph A. Melder, City Manager  Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mark Massey, Clerk of Council |
|  |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Notary Public |  |
|  |  |

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(AFFIX NOTARIAL SEAL)

EXHIBIT A

GRANTOR PARCEL

All those certain lots being a portion of Eastern Wharf and being more particularly shown and described as Parcel OS-1.2, Parcel MU-C-1B.2 and Parcel MU-C-1F on that certain plat captioned “A Major Subdivision of the Lands known as Fill Area West, Parcel C-5, Parcel U-3, and Parcel C-6B, Being portions of Eastern Wharf,” prepared by Thomas & Hutton, dated June 12 ,2022, and recorded in SMB \_\_\_\_, page \_\_\_\_ , Chatham County records.

EXHIBIT B

**SECOND AMENDMENT TO**

**AMENDED & RESTATED DEVELOPMENT AGREEMENT**

**THIS SECOND AMENDMENT TO AMENDED & RESTATED DEVELOPMENT**

**AGREEMENT** (this "Amendment") is made and entered into as of the day of March, 2022   
by and between **SAVANNAH RIVER LANDING LAND JV, LLC,** a Georgia limited liability company ("SRL"), and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,** a municipal corporation existing under the laws of the State of Georgia ("City").

WITNES SETH:

**WHEREAS,** SRL, through various affiliated entities, owns certain property in the City of Savannah commonly known as Eastern Wharf, consisting of approximately 43 acres and being more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

**WHEREAS,** SRI, and its affiliates are developing the Property for mixed use commercial and residential purposes, together with open space for the use and benefit of the Property's residents, tenants and guests (the "Project");

**WHEREAS,** SRL and City have previously entered into that certain Amended and Restated Development Agreement dated August 3, 2017, as amended by that certain First Amendment to Amended & Restated Development Agreement dated as of [May 3, 2021] (as amended, the "Development Agreement"), pursuant to which SRL agreed to construct, among other things, one or more parking garage structures on the Property on behalf of City, and City agreed to install certain parks and streetscape improvements on the Property and to make certain other infrastructure improvements to enhance the Project and to connect it to the City's Historic District;

**WHEREAS,** the Development Agreement contemplates in a general sense the division of responsibilities between City and SRL with respect to certain parks and open spaces in the Project;

**WHEREAS,** City has requested and SRL has agreed to define in greater detail the relative responsibilities of City and SRL with respect to certain parks in the Project identified as OS-1 on the SRL Master Plan.

**NOW, THEREFORE,** for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and SRL agree as follows:

1. **Capitalized Terms.** Unless otherwise defined herein, all capitalized terms in this Amendment shall have the meanings specified in the Development Agreement.
2. **Maintenance of Streets, Streetscape, Sidewalks and Parks.** Section 5(c) of the Development Agreement is hereby deleted in its entirety and the following is inserted in its place:

"(c) Maintenance of Streets, Streetscape, Sidewalks and Parks.

1. SRL may, at its option, make modifications and/or improvements to OS-1.1, 1.2 or 1.3 (as defined in 5(c)(ii) below) and, subject to approval by City (which approval shall not be unreasonably withheld, conditioned or delayed), any other parks, squares, streets, and promenades located in the Project that have been dedicated to City, including but not limited to the planting and maintenance of vegetation, provided that the maintenance of any such modifications and/or improvements shall be at the sole expense of SRL. City agrees not to make modifications to OS-1.1, 1.2 or 1.3 without the consent of SRL, and such consent may be withheld at SRL's sole discretion, or to any other such dedicated parks, squares, streets, and promenades without the consent of SRL (which consent shall not be unreasonably withheld, conditioned, or delayed). City shall assume responsibility for the maintenance and repair of any such modifications. SRL shall have the right to augment the City's maintenance, at SRL's sole expense, of any such dedicated parks, squares, streets, and promenades from time to time as SRL deems necessary or desirable.
2. With respect to the open space/park area identified as OS-1 on the SRL Master Plan, SRL and City hereby acknowledge and agree that OS-1 shall be subdivided by SRL at its sole cost and expense into smaller sub-areas as shown on Schedule 1 attached hereto (the "OS-1 Plat"), such sub-areas being identified on the OS-i Plat as OS-1.1, OS-1.2 and OS-1.3. SRL shall have the sole and unrestricted right and management responsibility to program activities on OS-1.2. Further, SRL shall have 24-month priority booking rights with respect to any program activities (program activities shall include, but are not limited to, the renting, leasing or granting the use, in whole or in part through agreement or ticket sales, for public or private special events including, but not limited to, concerts, fitness events, community events, weddings, and picnics) on OS-1.1 and OS-1.3 (the "Priority Booking Rights"). With respect to the Priority Booking Rights, SRL shall have the right to reserve the exclusive right to use OS-1.1 and OS-1.3 at any time up to 24 months in advance of the applicable program date. All such booking activity shall be reserved through the Commercial District Association for Eastern Wharf. As used herein, the Commercial District Association for Eastern Wharf shall mean that certain association more particularly described in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Eastern Wharf Commercial District dated October 17, 2019, and recorded in Book 1748, page, and re­recorded in Book 2617, page 559, Chatham County, Georgia records. Other parties wishing to book OS-1.1 and/or OS-1.3 shall be permitted to reserve OS-1.1 and/or OS-1.3 through the Commercial District Association for Eastern Wharf; provided, however, that such third parties shall not be allowed to make any such reservation more than 12 months in advance of

- 2 - the applicable date. SRL shall not be required to apply for permits from City to operate program activities in OS-1.1, OS 1.2 or OS-1.3. SRL or other parties, as the case may be, shall be responsible for all maintenance and/or repair costs occasioned by their program activities that are conducted in OS-1.1, OS-1.2 and/or OS-1.3.

(iii) City and SRL acknowledge that Parcel MU-C-1B.1, Parcel MU-C-1B.2 and OS-2 as shown on the OS-1 Plat are private land parcels that are owned in fee by SRL (or its affiliate) and that private ownership of such parcels is consistent with the SRL Master Plan. Program activities by SRL may occur on other parks and squares shown and described on the SRL Master Plan, but SRL shall apply for appropriate permits from City for such other locations. City will control all on-street parking in public rights-of-way, subject to mutually agreed upon valet and loading zones.

1. **City Manager Approval.** City and SRL acknowledge and agree that the parties may need to execute one or more amendments to this Amendment which shall provide greater detail with respect to the rights, duties and obligations of each party. The approval of this Amendment by City will authorize the City Manager to execute amendments to this Amendment that are in furtherance of the terms and conditions contained herein.
2. **Entire Agreement.** There are no other agreements or understandings, either oral or written, between the parties affecting this Amendment or the subject matter covered by this Amendment, except as otherwise specifically provided for or referred to herein. No change or addition to, or deletion of, any portion of this Amendment shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.
3. **No Further Change.** Except as otherwise modified by this Amendment, the Development Agreement shall remain in full force and effect in accordance with its terms, provided that any reference in the Development Agreement to "Agreement" shall refer to the Development Agreement, as amended by this Amendment.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment under seal as of the day and year first above written.

**EXHIBIT A**

Legal Description of the Commercial District Land

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 2nd G.M.D., LAMAR WARD, CITY OF SAVANNAH, CHATHAM COUNTY, STATE OF GEORGIA, AND BEING MORE FULLY DEPICTED AND SHOWN ON THAT CERTAIN RECOMBINATION AND MAJOR SUBDIVISION OF SAVANNAH RIVER LANDING AS PARCELS C-1 THRU C-8, U-1 AND U-2, PREPARED FOR SAVANNAH RIVER LANDING LAND JV, LLC, BY THOMAS & HUTTON ENGINEERING CO., DATED AUGUST 27, 2017, RECORDED IN PLAT BOOK 51, PAGE 146, CHATHAM COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF PRESIDENT STREET (VARIABLE RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF GENERAL McINTOSH BOULEVARD (VARIABLE RIGHT OF WAY); THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE OF GENERAL McINTOSH BOULEVARD 406.18 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 503.38 FEET, A CHORD BEARING OF N 50°51'50" W AND A CHORD DISTANCE OF 395.25 FEET TO A 3/4" IRON PIPE; THENCE N 24°05'53" W A DISTANCE OF 204.82 FEET TO A 3/4" IRON PIPE; THENCE N 16°59'55" E A DISTANCE OF 252.13 FEET TO A 3/4" IRON PIPE; THENCE N 16°59'55" E A DISTANCE OF 25.97 FEET TO A 3/4" IRON PIPE; THENCE N 13°25'32" E A DISTANCE OF 70.06 FEET TO A 5/8" IRON REBAR; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE N 18°10'53" E A DISTANCE OF 30.01 FEET TO A 3/4" IRON PIPE; THENCE N 16°37'24" E A DISTANCE OF 200.00 FEET TO A 3/4" IRON PIPE; THENCE S 73°19'17" E A DISTANCE OF 20.03 FEET TO A 3/4" IRON PIPE; THENCE N 16°41'36" E A DISTANCE OF 40.00 FEET TO A 3/4" IRON PIPE; THENCE N 73°18'24" W A DISTANCE OF 15.99 FEET TO A 3/4" IRON PIPE; THENCE N 22°27'36" E A DISTANCE OF 10.05 FEET TO A 5/8" IRON REBAR; THENCE N 17°02'30" E A DISTANCE OF 294.01 FEET TO A POINT; THENCE S 78°23'39" E A DISTANCE OF 7.01 FEET TO A POINT; THENCE S 12°36'08" E A DISTANCE OF 3.98 FEET TO A POINT; THENCE S 17°59'04" W A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 75°42'20" E A DISTANCE OF 25.18 FEET TO A POINT; THENCE FOLLOWING THE GEORGIA DEPARTMENT OF NATURAL RESOURCES JURISDICTIONAL LINE 35°19'16" E A DISTANCE OF 18.27 FEET TO A POINT; THENCE S 51°49'36" E A DISTANCE OF 78.26 FEET TO A POINT; THENCE S 75°07'22" E A DISTANCE OF 20.79 FEET TO A POINT; THENCE S 74°12'41" E A DISTANCE OF 27.47 FEET TO A POINT; THENCE S 61°51'05" E A DISTANCE OF 40.66 FEET TO A POINT; THENCE S 53°49'51" E A DISTANCE OF 29.57 FEET TO A POINT; THENCE S 85°20'13" E A DISTANCE OF 29.90 FEET TO A POINT; THENCE S 69°27'37" E A DISTANCE OF 46.33 FEET TO A POINT; THENCE S 85°00'19" E A DISTANCE OF 17.09 FEET TO A POINT; THENCE N 88°55'57" E A DISTANCE OF 29.99 FEET TO A POINT; THENCE S 80°31'25" E A DISTANCE OF 33.85 FEET TO A POINT;

THENCE S 68°31'00" E A DISTANCE OF 25.38 FEET TO A POINT; THENCE S 72°58'41" E A DISTANCE OF 29.63 FEET TO A POINT; THENCE N 82°38'49" E A DISTANCE OF 21.91 FEET TO A POINT; THENCE S 54°27'56" E A DISTANCE OF 10.86 FEET TO A POINT; THENCE S 77°58'01" E A DISTANCE OF 29.17 FEET TO A POINT; THENCE N 63°32'01" E A DISTANCE OF 9.00 FEET TO A POINT; THENCE S 29°37'15" E A DISTANCE OF 8.01 FEET TO A POINT; THENCE S 87°13'28" E A DISTANCE OF 14.26 FEET TO A POINT; THENCE S 67°49'10" E A DISTANCE OF 29.19 FEET TO A POINT; THENCE S 73°03'39" E A DISTANCE OF 43.08 FEET TO A POINT; THENCE S 80°34'05" E A DISTANCE OF 29.85 FEET TO A POINT; THENCE S 43°30'40" E A DISTANCE OF 20.95 FEET TO A POINT; THENCE S 14°24'25" E A DISTANCE OF 7.15 FEET TO A POINT; THENCE S 14°40'44" E A DISTANCE OF 22.49 FEET TO A POINT; THENCE S 54°40'45" E A DISTANCE OF 9.44 FEET TO A POINT; THENCE S 52°05'34" E A DISTANCE OF 17.24 FEET TO A POINT; THENCE S 16°22'26" E A DISTANCE OF 22.30 FEET TO A POINT; THENCE S 20°49'34" W A DISTANCE OF 33.02 FEET TO A POINT; THENCE S 23°09'03" W A DISTANCE OF 41.03 FEET TO A POINT; THENCE S 21°37'31" W A DISTANCE OF 41.32 FEET TO A POINT; THENCE S 23°45'46" W A DISTANCE OF 37.08 FEET TO A POINT; THENCE S 02°49'34" E A DISTANCE OF 13.01 FEET TO A POINT; THENCE S 55°14'44" E A DISTANCE OF 12.86 FEET TO A POINT; THENCE N 86°30'12" E A DISTANCE OF 10.18 FEET TO A POINT; THENCE N 43°53'28" E A DISTANCE OF 38.82 FEET TO A POINT; THENCE N 19°42'28" E A DISTANCE OF 148.62 FEET TO A POINT; THENCE N 42°58'53" E A DISTANCE OF 40.60 FEET TO A POINT; THENCE S 89°27'24" E A DISTANCE OF 135.55 FEET TO A POINT; THENCE S 82°49'02" E A DISTANCE OF 119.32 FEET TO A POINT; THENCE S 85°23'21" E A DISTANCE OF 0.87 FEET TO A POINT; THENCE LEAVING THE AFORESAID JURISDICTIONAL LINE S 03°01'45" W A DISTANCE OF 139.29 FEET TO A POINT LYING AND BEING ON THE NORTHERN END OF A 25 FOOT LANE; THENCE CONTINUING ALONG THE AFORESAID LANE RIGHT OF WAY S 86°58'13" E A DISTANCE OF 2.00 FEET TO A POINT; THENCE S 03°01'45" W A DISTANCE OF 395.50 FEET TO A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF A 25 FOOT LANE AND THE NORTHERLY RIGHT OF WAY LINE OF BRYAN STREET (48' RIGHT OF WAY); THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE OF BRYAN STREET S 86°58'15" E A DISTANCE OF 830.27 FEET TO A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE BILBO CANAL (VARIABLE RIGHT OF WAY) AND THE NORTHERLY RIGHT OF WAY LINE OF BRYAN STREET; THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE OF THE BILBO CANAL S 19°07'27" W A DISTANCE OF 49.96 FEET TO A 3/4" IRON PIPE; THENCE S 19°07'27" W A DISTANCE OF 245.00 FEET TO A 3/4" IRON PIPE; THENCE S 70°52'33" E A DISTANCE OF 12.00 FEET TO A 3/4" IRON PIPE; THENCE S 19°07'27" W A DISTANCE OF 335.50 FEET TO A 3/4" IRON PIPE; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE OF THE BILBO CANAL N 73°01'14" W A DISTANCE OF 231.21 FEET TO A 3/4" IRON PIPE; THENCE S 18°16'26" W A DISTANCE OF 290.30 FEET TO A CONCRETE MONUMENT LYING AND BEING ALONG THE NORTHERLY RIGHT OF WAY LINE OF PRESIDENT STREET (VARIABLE RIGHT OF WAY); THENCE S 20°40'39" W A DISTANCE OF 10.12 FEET TO A 3/4" IRON PIPE; THENCE N 73°04'42" W A DISTANCE OF 453.18 FEET TO A 3/4" IRON PIPE;

THENCE N 72°58'41" W A DISTANCE OF 348.18 FEET TO A CONCRETE MONUMENT; THENCE N 01°15'17" W A DISTANCE OF 3.95 FEET TO A CONCRETE MONUMENT; THENCE N 69°08'51" W A DISTANCE OF 211.44 FEET TO A 5/8" IRON REBAR; THENCE N 73°58'48" W A DISTANCE OF 180.19 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 1,859,467 SQUARE FEET OR 42.687 ACRES OF LAND.

**SCHEDULE 1**

[see attached OS-I Plat]

