

After recording return to:

EASEMENT

STATE OF GEORGIA

COUNTY OF MUSCOGEE

THIS EASEMENT, hereinafter "Easement", made this _____ day of _____, 2025, by and between COLUMBUS AIRPORT COMMISSION, a body corporate and politic created and existing pursuant to a 1968 Amendment to the Constitution of the State of Georgia ("Grantor"), and COLUMBUS, GEORGIA, a consolidated city-county government ("Grantee"; Grantee and Grantor are from time to time referred to herein each as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain 0.3066 acre tract of real property located in Land Lot 48 of the 8th District, Muscogee County, Georgia, containing parcel identification number 069 014 001, being more particularly shown on the survey plat attached hereto and made a part hereof as Exhibit "A", hereinafter "Grantor's Property";

WHEREAS, Grantee is the owner of certain real properties being those portions of Manchester Expressway and Armour Road, all as shown on the plan attached hereto as Exhibit "B" attached hereto and incorporated herein (the "Plan"), which roadways abut and are adjacent to Grantor's Property, hereinafter "Grantee 's Property";

WHEREAS, Grantee is desirous of securing a perpetual and non-exclusive easement (the "Sidewalk Easement") from Grantor for the maintenance and pedestrian use of a pre-existing sidewalk (the "Sidewalk") located partially on portions of Grantee's Property and portions of Grantor's Property (the "Sidewalk Easement Area"), as more particularly shown on the Plan, and all as is more particularly described on Exhibit "C" attached hereto and made a part hereof.

NOW, THEREFORE, the execution of this Easement by the Parties, the mutual covenants and agreements contained herein, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor and Grantee agree as follows:

1. SIDEWALK EASEMENT.

A. Grant of Permanent Easements by Grantor for the Benefit of the Grantee. Grantor hereby grants, bargains and conveys to the Grantee, for the benefit of the Grantee, the Grantee's Property, the Grantee's invitees, employees, contractors, subcontractors, agents and to the general public (the "Benefitted Parties"), subject, however, to such ordinances, rules and regulations regarding the public use of the Sidewalk Easement as the Grantee or political subdivision or other regulatory authority designated by the Grantee may from time to time impose or prescribe, a perpetual and non-exclusive easement on, over, under and across the Sidewalk Easement Area solely for the following, and no other purposes:

- i. pedestrian right-of-way, access and passage; and
- ii. maintaining, repairing, replacing, or removing the Sidewalk as may be necessary or desirable in the Grantee's discretion.

B. Maintenance Obligations. Grantee shall be solely responsible for performing, at its sole cost and expense, and shall have the sole right to perform, the maintenance, repair and replacement of and to the Sidewalk located within the Sidewalk Easement Area pursuant to its easement rights granted hereunder. When notified by the Grantor or a member of the general public that a potentially hazardous condition exists, Grantee shall be responsible for repairing or cleaning up such condition(s).

2. GENERAL PROVISIONS CONDITIONS AND RESTRICTIONS.

A. Timely Fashion. Grantee shall exercise due diligence in causing the maintenance, repair or replacement of the Sidewalk, doing so in a timely fashion, all in accordance herewith.

B. Successors and Assigns. The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective successors and assigns, whomsoever.

C. Binding Effect. This Easement and the easement, rights, privileges, duties, and obligations granted and imposed herein shall be binding upon and shall inure to the benefit of

the owners of Grantor's Property and Grantee's Property described herein and their respective successors, grantees, assigns, and successors-in-title, whomsoever. All of such easements, rights, privileges, duties, and obligations shall be appurtenant to and shall run with the Grantor's Property and the Grantee's Property described herein, as applicable. Any conveyance of Grantor's Property or Grantee's Property described herein, or portions thereof, shall also convey the rights, privileges, duties, and obligations contained in this Easement, regardless whether or not specific mention is made to this Easement and regardless of whether or not a specific conveyance is made of, or subject to, the easement, rights, privileges, duties, and obligations herein.

D. Independent Covenants. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party hereto shall not release or discharge such party from its or their obligations hereunder. In the event an owner shall convey, transfer, assign, or otherwise dispose of all or a portion of their respective right, title and interest in any property described herein, such party shall thereupon be released and discharged from any and all further liabilities and obligations for the breach of any covenant or agreement herein (except those covenants and agreements or the performance thereof accruing prior to such conveyance, transfer, assignment, or other disposition) to the extent of such disposition, and, except as is herein expressly provided, such liabilities and obligations thereafter accruing shall be binding upon the successor-in-title to such party.

E. Third Parties. This Easement is made for the exclusive benefit of the parties hereto, and of their respective successors and assigns, whomsoever, and not for any third party. Nothing in this Easement, express or implied, is intended to confer upon any person, other than the parties hereto, or their respective successors and assigns, whomsoever, any rights or remedies under or by virtue of this Easement other than the public's right to use the same for pedestrian access and passage.

F. Governing Law. This Easement shall be construed and interpreted under the laws of the State of Georgia.

G. Non-Waiver. The failure of any party to exercise any rights given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of either party's right to exercise such right, or to demand strict compliance with any such term, condition or covenant under this Easement thereafter.

H. General Conditions and Restrictions With Respect to Use of the Sidewalk Easement.

i. To the extent permitted by law, and as limited to only acts of gross negligence and willful misconduct, the Grantee shall be fully liable for any and all claims, damages, losses, and liabilities, of whatsoever kind and nature, to person and/or property caused by the exercise of, or the failure to exercise, the rights granted by the Grantor to the Grantee hereunder, excluding, however, damages, losses and liabilities caused by the negligence of Grantor or Grantor's employees, agents, independent contractors, invitees, guests, or successors-in-title.

ii. The Grantee shall work together with Grantor to coordinate all matters with respect to the maintenance, repair, and replacement of such Sidewalk, as well as any necessary access of ingress, egress and regress thereto and therefrom, all of which matters shall be accomplished by the Grantee pursuant hereto in the most unobtrusive manner practicable to avoid blocking any points of ingress or egress to the Grantor Parcel or parking spaces within the Grantor Parcel.

iii. The Grantee will exercise reasonable care in carrying out the rights granted by Grantor hereunder. Any damage to the Sidewalk Easement Area or to the Grantor's Property caused by the Grantee, or by any agents thereof, in its use of the Sidewalk Easement Area, or in exercising its rights granted hereunder, shall be promptly repaired into its previous or better condition by the Grantee, at its sole cost and expense.

I. Entire Easement. This Easement, the preamble hereof, and all exhibits attached to and made a part hereof, (all of which shall be deemed incorporated in this Easement and made a part hereof) contains the entire understanding of the parties hereto with respect to the subject matter hereof, and there are no representations, nor promises, oral or otherwise, which have been made on the part of either or both parties hereto, except as are expressly set forth herein, or made a part hereof, or superseded by virtue hereof.

J. Covenants. Each of the parties hereto do hereby agree and declare that all of the provisions contained herein and all of the rights, easements and obligations respectively granted or reserved hereunder are and shall constitute covenants running with the fee simple estate of Grantee in and to Grantor's Property.

K. Counterparts. This Easement may be executed in any number of identical counterparts. If so fully executed, each such counterpart is to be deemed an original for all purposes hereof, and all such counterparts shall, collectively, constitute one and the same Easement. In making proof of the grant of the easements and rights hereunder, it shall not be necessary to produce or account for more than one such counterpart, nor for an original signed copy thereof.

L. Purpose. The purpose of this Easement is to grant to Grantee useable easements and rights appurtenant, and this Easement shall be construed to accomplish such purpose.

M. Time is of the Essence. Time is of the essence of this Easement.

[Remainder of Page Intentionally Left Blank; Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals on the day and year above first written.

Signed, sealed and delivered this 10th day of November, 2025 in the present of:

[Signature]
Witness

Brandy Sherrie Brown
Notary Public



Signed, sealed and delivered this _____ day of _____, 2025 in the present of:

Witness

Notary Public

[NOTARY SEAL]

GRANTOR:

COLUMBUS AIRPORT COMMISSION

By: James W. Barker
Name: J.W. Barker
Title: Commission Chair

Attest: Amber Clark
Name: Amber Clark
Its: Assistant Secretary

[SEAL OF COMMISSION]

GRANTEE:

COLUMBUS, GEORGIA, a consolidated city-county government

By: _____
Name: _____
Its: _____

Attest: _____
Name: _____
Its: _____

[SEAL OF CITY]

CONSENT AND JOINDER

The undersigned being the owner of a leasehold interest in the Grantor's Property pursuant to that certain Use and Lease Agreement Columbus Airport dated June 23, 2016 by and between Grantor and HRP Manchester-Armour, LLC, and evidenced by that certain Memorandum of Lease dated June 23, 2016 and recorded June 29, 2016 in Deed Book 11849, Page 290 of the Office of the Clerk of the Superior Court of Muscogee County, Georgia, as assigned to the undersigned by that certain Assignment and Assumption of Lease dated March 2, 2017 and recorded March 3, 2017 in Deed Book 12046, Page 228 of the aforesaid records, hereby consents to the foregoing Easement to which this consent and joinder is attached, solely for the purpose of subordinating the interest of the undersigned thereto and joining in the conveyance of the sidewalk easement therein.

Executed under seal this _____ day of _____, 2025.

Signed, sealed, and delivered in the presence of: CHICK-FIL-A, INC., a Georgia corporation

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

[Notarial Seal]

EXHIBIT "A"
Depiction of Grantor's Property

[See attached]

EXHIBIT "B"

Plan

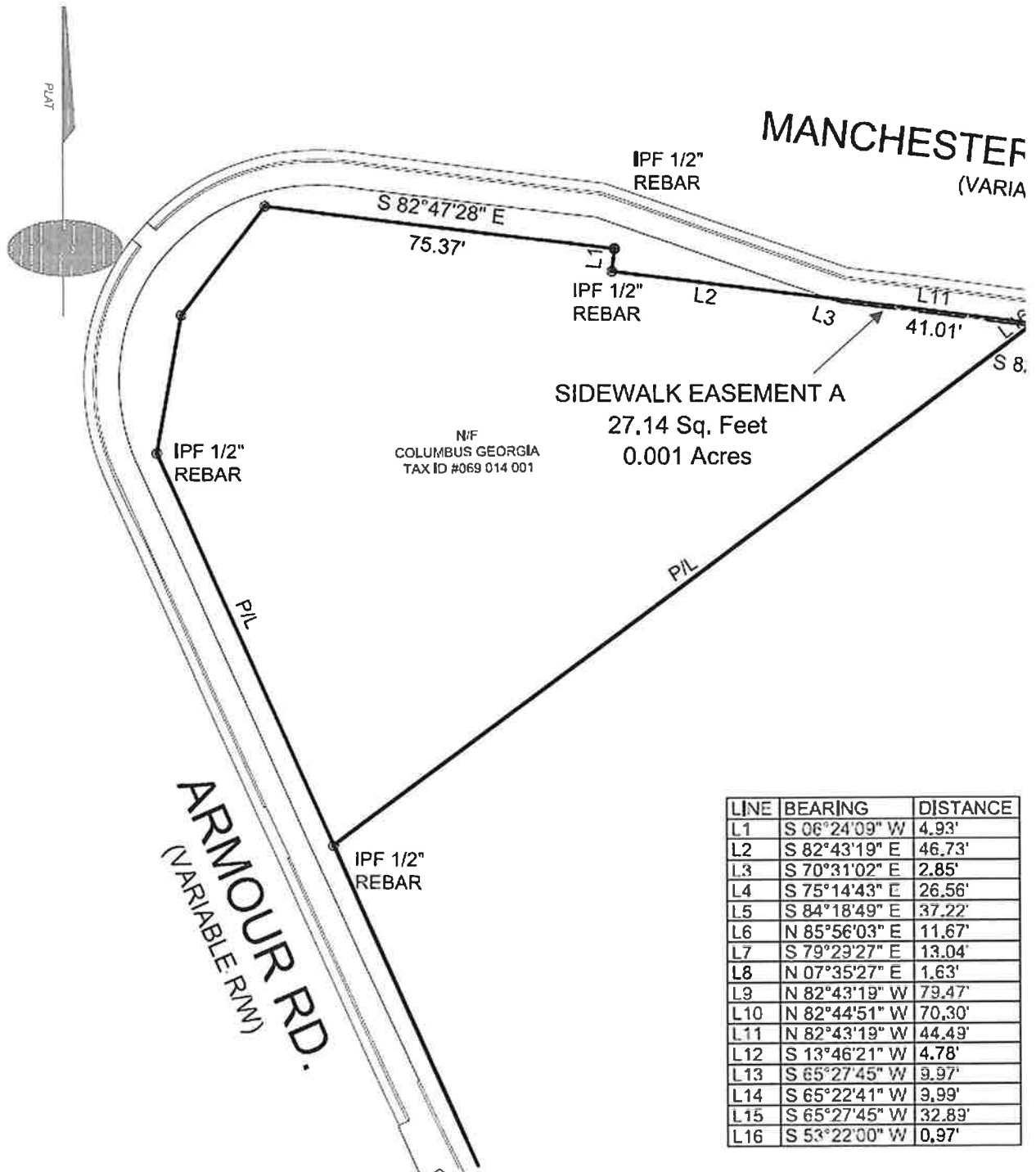


EXHIBIT "C"

Description of Sidewalk Easement

All that easement lying and being in Land Lot 48, 8th District, Muscogee County, state of Georgia and being more particularly described as follows:

Commencing at the intersection of the southern right-of-way of Manchester Expressway (Variable R/W) and the eastern right-of-way of Armour Rd. (Variable R/W); thence with said right-of-way of Manchester Expressway the following calls: S 82°47'28" E a distance of 75.37' to a 1/2" rebar found; thence S 06°24'09" W a distance of 4.93' to a 1/2" rebar found; thence S 82°43'19" E a distance of 46.73' to the True Point of Beginning; thence leaving said right-of-way S 70°31'02" E a distance of 2.85'; thence S 82°37'40" E a distance of 41.01'; thence S 53°22'00" W a distance of 0.97' to the southern right-of-way of Manchester Expressway (Variable R/W); thence with said right-of-way N 82°43'19" W a distance of 44.49' to The True Point of Beginning.

Said Easement having an area of 27.14 square feet, 0.001 acres