

Shore Protection Act Permit Application
O.C.G.A. 12-5-230

Date: 7/28/2026 _____

Mailing Address:

PO BOX 1879

TYBEE ISLAND, GA 31328

Telephone: (912) 786-5917

Project Location:

37 Meddin Dr,

Tybee Island, GA 31328

Fax: _____

Name, address, and title of authorized agent for application coordination (if desired):

THOMAS ANGELL

PRINCIPAL, VERDANT ENTERPRISES LLC.

404 E BAY ST.

SAVANNAH, GA 31401

Telephone: (912) 232-6302

Fax: N/A

Names and addresses of adjoining property owners (attach additional sheets as needed):

DAVID & MARTHA MAKEL

TYBEE CITY OF TOWN HALL

41 MEDDIN DR.

TYBEE ISLAND, GA 31328

33 MEDDIN DR.

TYBEE ISLAND, GA 31328

Describe the proposed activity (attach additional sheets as needed):
See attached project narrative.

Statement: I have made inquiry to the appropriate authorities that the proposed project is not over landfill or hazardous waste site and that the site is otherwise suitable for the proposed project.

Signature of Applicant (not agent): Chantal E. Audran Date: 07/28/2026

VERDANT ENTERPRISES LLC

404 E BAY STREET
SAVANNAH, GA 31401
912-232-6302

SOUTH STA. - BANK

SAVANNAH, GA 31401

67-98/532

2689

30 JULY 2026

PAY TO THE
ORDER OF

GA. DEPARTMENT OF NATURAL RESOURCES \$ 250.00
TWO HUNDRED FIFTY EXACTLY DOLLARS

MEMO

SPA PERMIT APP.


AUTHORIZED SIGNATURE

MP

- SPA Permit App Fee
- Applicant: Verdant Enterprises, LLC
Attn: Thomas Angell
- P.M: Deb Barreiro

RETURN TO:
JAMES P. GERARD, ESQ
OLIVER MANER LLP
P.O. BOX 10186
SAVANNAH, GA 31412

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)


Doc ID: 030768330004 Type: GIFD
Recorded: 12/28/2017 at 02:44:10 PM
Fee Amt: \$16.00 Page 1 of 4
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK **1249** PG **552-555**

DEED OF DONATION

THIS DEED, made and entered into this 14 day of December, 2017, by and between LOWER BAY ST. PROPERTIES, LLP, a limited liability partnership created and existing under the laws of the State of Georgia, as Grantor, and THE CITY OF TYBEE ISLAND, GEORGIA, a municipal corporation chartered and existing under the laws of the State of Georgia, as Grantee ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

That Grantor, as a donation to Grantee and in confirmation of Grantor's donative intent, does hereby grant, bargain, and sell, convey and confirm unto Grantee, and its successors and assigns, for public purposes, the following described tract or parcel of land, to wit:

All that certain lot, tract, or parcel of land situate, lying, and being in the City of Savannah Beach, Tybee Island, Chatham County, Georgia, shown and designated as Lot Number Four (4), Block 9, Fort Screven Ward, upon a plat of survey dated October 2, 2013, prepared by Bert B. Barrett, Jr., Georgia Registered Land Surveyor No. 2225, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 48-P, Page 10, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses and dimensions of the property herein described.

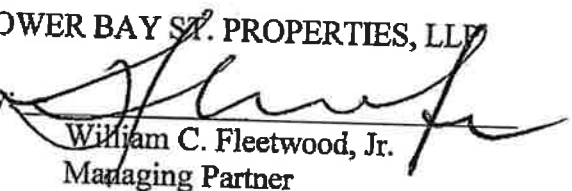
TO HAVE AND TO HOLD the said premises, together with all and singular the rights, members, hereditaments and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behoof of Grantee forever in fee simple, subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit "1", which Exhibit is incorporated herein.

AND, Grantor will warrant and forever defend the right and title to the above-described Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for the claims arising under or by virtue of the Permitted Exceptions.

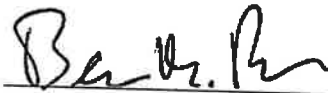
IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

LOWER BAY ST. PROPERTIES, LLP

By


William C. Fleetwood, Jr.
Managing Partner

Signed, sealed, and delivered on
this 14th day of December, 2017,
before the undersigned:



Witness


Notary Public



DONATION ACCEPTED BY:

CITY OF TYBEE ISLAND, GEORGIA

By: Barry A B
Barry Brown, Mayor Pro Tem

Attest: Jane L Miller
City Clerk

Signed, sealed, and delivered on
this 14 day of December, 2017,
before the undersigned:

[Signature]
Witness

Jane L Miller
Notary Public

Exhibit "1"

Permitted Exceptions

1. All real estate taxes for the year of 2018 and subsequent years, and assessments, whether or not they are of record.
2. Applicable subdivision and zoning ordinances and all other restrictions and regulations imposed by governmental authorities.
3. All existing and recorded underground utility easements which do not materially interfere with the use of the premises.
4. All existing and recorded instruments containing covenants, terms, provisions, conditions, restrictions, reservations, agreements, limitations, and easements which affect the premises, except for any existing deed to secure debt, mortgage or similar encumbrance which is not canceled or extinguished by Grantor at or prior to donation.
5. Rights, if any, relating to the construction and maintenance of improvements on the premises in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the premises, pursuant to existing and recorded easements.
6. Restrictions on Grantee's ability to build upon or use the premises imposed by any current or future building or zoning ordinances or any other law or regulation of any government authority.
7. The obligation of Grantee, and Grantee's assigns, to pay any and all costs or charges directly related to Grantee's contemplated use of the premises including, but not limited to, all governmental impact fees as well as any aid-to-construction fees, capital recovery fees, tap fees, fees for subdivision approvals and development permits, or other fees required prior to connecting to public facilities for water, sewer, and wastewater treatment services.
8. Access to the subject property.

Subject:

Authorization to Act as Owner's Agent for Shore Protection Act Permit Application

To Whom It May Concern,

I, Chantal E. Audran [Property Owner/Authorized Representative Name], as the owner or authorized representative of the property located at 37 Meddin Drive, Tybee Island, Georgia 31328 (Tax Parcel ID 40001 03012, Lot 23467), hereby designate and authorize Thomas Angell, acting on behalf of Verdant Enterprises LLC, to serve as my authorized agent in connection with the preparation and processing of the Georgia Shore Protection Act Permit application for the proposed Tybee Island Marine Science Center Interpretive Demonstration Garden.

This authorization includes the authority to prepare, complete, sign where permitted as the owner's agent, submit application materials and supporting documentation, communicate with the Georgia Department of Natural Resources, Coastal Resources Division, the City of Tybee Island, and other applicable reviewing agencies, respond to requests for additional information, receive correspondence related to the application, and otherwise perform actions reasonably necessary to facilitate the review and permitting process.

This authorization is limited to activities associated with the Shore Protection Act Permit application and remains in effect until the application has been acted upon by the appropriate permitting authority or until revoked by me in writing.

I certify that I am authorized to grant this permission and that the information provided in support of this authorization is true and correct to the best of my knowledge.

Respectfully,

Property Owner / Authorized Representative

Name: Chantal E. Audran

Title (if applicable): Executive Director

Organization: Tybee Island Marine Science Center

Signature: Chantal E. Audran

Date: 07/28/2026

Telephone: 912-786-5917

Email: chantal@tybeemarinescience.org



SPA PERMIT APPLICATION PROJECT NARRATIVE

DATE: 7/30/2026

PROJECT: TIMSC Interpretive Demonstration Garden

ADDRESS: 37 Meddin Drive, Tybee Island, GA 31328

Tybee Island Marine Science Center Interpretive Demonstration Garden

The proposed project is located at the Tybee Island Marine Science Center, 37 Meddin Drive, Tybee Island, Georgia 31328, within the City of Tybee Island, Chatham County, Georgia. The project site is identified as Lot 23467 and tax parcel ID 40001 03012. These plans were approved by The City of Tybee Island, MPC on May 14, 2026.

The proposed project will create an interpretive demonstration garden that integrates native coastal landscapes, stormwater management, habitat restoration, and outdoor educational spaces into a publicly accessible learning environment. A portion of the proposed project area is located within the Shore Protection Act (SPA) jurisdiction and the City of Tybee Island dune buffer. The proposed improvements have been designed to minimize disturbance within these regulated areas while improving the ecological and educational function of the site.

The proposed landscape will support the Center's mission of cultivating responsible stewardship of coastal Georgia's natural resources by demonstrating native coastal plant communities, reducing maintained turf, improving stormwater management, enhancing wildlife habitat, and incorporating environmentally responsible design practices appropriate for Tybee Island's coastal setting. The project will expand the Center's existing education amenities by complementing the existing exhibit gallery, sheltered undercroft classroom, and outdoor playground with an immersive outdoor interpretive demonstration garden.

A principal feature of the project is the transformation of the existing stormwater retention pond into a rain garden that will function as a freshwater wetland. Freshwater wetlands are among the most threatened habitat types in coastal Georgia, and the proposed improvements will provide visitors with opportunities to experience, understand, and appreciate the ecological importance of this habitat through accessible, site-based environmental education. The educational value of the rain garden and pollinator-friendly landscapes will be reinforced with interpretive signage.

Since its founding in 1990, the Tybee Island Marine Science Center has engaged nearly one million participants in its mission to protect and learn from coastal Georgia and its wildlife, including more than 60,000 visitors in 2019 alone. The proposed demonstration garden will further this mission by providing a permanent education landscape that promotes environmental stewardship, showcases resilient coastal design practices, and increase public awareness of Georgia's unique coastal ecosystems.

Existing Conditions

The existing improvement area is currently composed primarily of weedy lawn with non-native grasses. Existing impacts within the Shore Protection Act jurisdictional area include loose concrete rubble, a wood fence, an existing stormwater retention pond, a wood deck, and weedy lawn.

The proposed work will convert portions of the maintained turf area into native planting beds, hardscape walking paths, and an improved stormwater landscape associated with the existing retention pond. The existing stormwater retention pond will be improved into a rain garden with native plants. The existing wood decks will be removed from the Shore Protection Act jurisdictional area.

Because the proposed work is focused primarily within previously disturbed and maintained lawn areas, the project is intended to reduce conventional turf coverage, increase native vegetation, and improve stormwater performance without expanding disturbance into naturally vegetated or topographically sensitive areas beyond the approved limits of work.

Intended Use

The proposed improvements are intended for public and educational use as part of the Tybee Island Marine Science Center. The garden will function as an outdoor interpretive landscape where visitors can observe native plant communities, learn about coastal ecology, and understand how landscape design can improve stormwater performance and coastal resilience. The project is not intended for private residential development. It will support public education, environmental interpretation, and site-based demonstration of sustainable landscape practices.

Proposed Project Improvements

The proposed scope of work includes the creation of native planting beds, reduction of existing lawn areas, installation of pervious walking paths, and conversion of the existing retention pond into a functional rain garden through a series of landscape and drainage improvements. Proposed improvements include:

Project Element	Description
1 Native Planting Beds	Installation of native and coastal-adapted plant species to support habitat, reduce irrigation demand, and improve ecological value.
2 Lawn Reduction	Replacement of weedy lawn and non-native grasses with native plantings and hardscape paths.
3 Rain Garden	Improvement of the existing stormwater retention pond into a planted rain garden with grading, liner, additional soil, and native plantings.
4 Timber Footbridge	Installation of a timber footbridge to provide public pedestrian access through the demonstration garden.
5 Timber Pile Retaining Wall	Installation of a timber pile retaining wall as required to support grades, reduce embankment areas, and improve the rain garden.
6 Raised Wooden Planters	Installation of two raised wooden planter boxes within the demonstration garden for an interactive pollinator display.
7 Hardscape Walking Paths	Addition of pervious hardscape pedestrian paths to guide visitors through the demonstration garden. Biners will be added to ensure ADA compliance.
8 Concrete pavers	Installation of semi-pervious concrete pavers as part of the public pedestrian hardscape system.
9 Interpretive Landscape	Creation of an educational outdoor landscape with interpretive signage that highlights the proposed native plantings, stormwater management, dune-buffer awareness, and coastal resilience strategies.

Shore Protection Act Jurisdictional Impacts

A portion of the proposed work is located within the Shore Protection Act jurisdictional area. The project includes both existing impacts that will remain, existing impacts that will be removed or improved, and proposed improvements to be added within the jurisdictional area. All impacts are included with the intent of providing interpretive value and support for environmental education.

Existing Impacts Within the SPA Jurisdictional Area

The following are a list of existing impacts within the Shore Protection Act jurisdictional area:

Existing Impact	Proposed Action
1 Loose Concrete Rubble	To remain with reconfigurations
2 Wood Fence	To remain
3 Stormwater Retention Pond	To be improved into a rain garden with native plants
4 Wood Deck	To be removed from the Shore Protection Act jurisdictional area
5 Weedy Lawn / Non-Native Grasses	To be replaced with native plantings and pervious hardscape path

Proposed Impacts Within the SPA Jurisdictional Area

The following proposed improvements will be added within the Shore Protection Act jurisdictional area:

Proposed Impact	Description
1 Rain garden	Includes grading, rubber liner, drainage, and native plantings
2 Timber footbridge	Pedestrian crossing/access feature within the demonstration garden
3 Timber pile retaining wall	Retaining elements associated with grading and garden improvements
4 Two raised wooden planter boxes	Educational planting/display elements
5 Hardscape walking paths	Pedestrian circulation through the demonstration garden
6 Concrete pavers	Pedestrian hardscape surface material
7 Native Grasses + Perennials	To replace existing weedy lawn.

Total Impacts Within the SPA Jurisdictional Area

After completion, the total impacts within the Shore Protection Act jurisdictional area will include:

Total Impact	Description
1 Existing loose concrete rubble	To remain
2 Existing wood fence	To remain
3 Rain garden	Constructed wetland with rubber liner and native plantings.
4 Timber footbridge	Pedestrian crossing/access feature within the demonstration garden
5 Timber pile retaining wall	Retaining elements associated with grading and garden improvements
6 Two raised wooden planter boxes	Educational planting/display elements
7 Hardscape walking paths	Granite screenings with steel or composite border
8 Concrete pavers	Pedestrian hardscape surface material

The proposed work will remove the existing wood deck from the Shore Protection Act jurisdictional area and replace existing weedy lawn/non-native grasses with native plantings and pedestrian hardscape. The existing stormwater retention pond will be improved into a rain garden, increasing the stormwater and educational value of the site.

Project Dimensions and Estimated Disturbance

Estimated project disturbance is illustrated on sheet 1 of 6 in the Drawings of the Proposed Project.

The project will be limited to the proposed landscape improvement areas surrounding the Marine Science Center and the existing retention pond. The exact limits of disturbance are shown on sheet 1 of 6 in the Drawings of the Proposed Project.

The total parcel area is approximately 38,590 SF (0.886 Acres). The proposed improvement area is approximately 7,905 SF (0.181 Acres). The proposed work will disturb approximately 2,580 SF (0.059 Acres) of the total SPA Jurisdictional area, primarily within existing maintained lawn/turf areas and previously impacted areas within the Shore Protection Act jurisdiction.

Estimated disturbance areas within the SPA Jurisdictional area are as follows:

Disturbance Type	Estimated Quantity	
Clearing	N/A	
Excavation	312 SF / 23 CuYd	(0.007 Acres)
Grading	850 SF	(0.019 Acres)
Fill	225 SF / 12 CuYd	(0.005 Acres)
Bulkheading	24 LF	
Total Proposed Disturbance	2,580 SF	(0.059 Acres)

Clearing will be limited to lawn removal, removal of non-native or undesirable vegetation, removal of the existing wood deck from the Shore Protection Act jurisdictional area, and preparation of planting and path areas. Excavation and grading will be limited to the work required for walking paths, planting beds, timber elements, and rain garden improvements. Any disturbed areas not occupied by hardscape improvements will be stabilized with native planting, mulch, erosion-control measures, or other approved landscape stabilization methods.

Construction Methods

Construction will use conventional landscape construction methods appropriate for a public educational site and coastal environment. Work will be sequenced to minimize unnecessary disturbance and to protect existing site features and regulated buffer areas. Visitors will be restricted from the area of work during the construction period.

Construction methods include selective removal of existing lawn, removal of the existing wood deck from the Shore Protection Act jurisdictional area, minor grading, soil preparation, installation of walking path base materials, installation of concrete pavers, installation of native planting areas, installation of timber garden elements, and modification of the existing retention pond to function as a planted rain garden. Construction equipment includes use of a compact excavator or similar for grading and excavation.

The rain garden improvements include reshaping basin edges, grading, installation of a rubber liner, improving planting soil, adding stabilized overflow areas, and installing native plant species selected for periodic inundation, filtration, and coastal conditions.

Construction access will occur from existing developed access points associated with the Marine Science Center property, including the City of Tybee Island North Beach Parking Lot and across the concrete slab west of the Tybee Island Marine Science Center building, as indicated on sheet 1 of 6 in the Drawings of the Proposed Project. Access through jurisdictional areas will be avoided where feasible and limited to the minimum extent necessary where unavoidable.

Proposed Materials

The proposed materials will be selected for durability, environmental compatibility, and suitability for the coastal conditions of Tybee Island.

Proposed materials may include:

Material Category	Proposed Material
Planting	Native trees, shrubs, grasses, perennials, marginal aquatics
Rain Garden	Perforated rubber liner w/ three sizes of river aggregates
Walking Paths	Stabilized granite screenings or shell sand
Timber Elements	Pressure treated yellow pine
Mulch / Stabilization	Aged, shredded hardwood
Drainage Improvements	Swales w/ check dams, emergency outflow w/ stand pipe
Edging / Restraints	Steel or composite border, vertical pile walls, recycled concrete rubble

Where feasible, the project will prioritize native vegetation, stormwater filtration, stabilized pedestrian circulation, and materials compatible with the coastal setting and educational purpose of the Marine Science Center.

Jurisdictional Area Access and Protection

A portion of the proposed work is located within the Shore Protection Act buffer jurisdiction and the City of Tybee Island dune buffer. Work within or adjacent to these regulated areas will be limited to the approved limits of disturbance shown on sheet 1 of 6 in the Drawings for the Proposed Project.

The proposed improvements are intended to improve the existing maintained turf condition by replacing portions of lawn with native planting, reducing runoff, improving stormwater filtration, and enhancing the educational and ecological function of the site.

Best management practices will be implemented during construction to control erosion and sedimentation. These may include silt fences, inlet protection, temporary stabilization, protection of existing vegetation to remain, stabilized construction access, and prompt final stabilization of disturbed areas.

No unnecessary equipment staging, material storage, clearing, or grading will occur within jurisdictional areas. Construction access will be limited to approved routes, and disturbed areas will be restored or stabilized following completion of work.

Natural Vegetation and Topographic Preservation

Preserved natural vegetation and topography is shown on sheet 1 of 6 in the Drawings of the Proposed Project.

The proposed design will retain at least one-third of the parcel in its naturally vegetated and topographic condition, as required. The total SPA Jurisdictional area is approximately 11,070 SF (0.254 Acres). Therefore, a minimum of 3,690 SF (0.085 Acres) must remain in a naturally vegetated and topographic condition.

The proposed project will preserve approximately 8,490 SF (0.195 Acres) of the Jurisdictional area, representing approximately 76.7% of the total SPA Jurisdictional area within the parcel. This preserved area will remain outside the primary limits of disturbance and will retain existing natural vegetation and topographic conditions.

The project supports this requirement by focusing improvements within previously disturbed or maintained lawn/turf areas and the existing retention pond area. By reducing lawn, adding native planting beds, removing the existing wood deck from the Shore Protection Act jurisdictional area, and converting the retention pond into a planted rain garden, the project improves the ecological performance of the site while maintaining or enhancing naturally vegetated areas.

Compliance with Design Standards

The proposed project meets or exceeds the applicable design standards by limiting disturbance, reducing maintained lawn area, improving stormwater management, increasing native vegetation, and preserving the natural and topographic character of the parcel.

Design Standard	Project Response
Retain at least one-third of parcel in natural condition	<u>8,490 SF (0.195 Acres)</u> of the total SPA Jurisdictional <u>11,070 SF (0.254 Acres)</u> area are preserved.
Minimize Clearing & Grading	Improvements are focused on existing maintained lawn/turf areas, existing impacted areas, and the existing retention pond
Protect SPA & Dune Buffer Areas	Work within regulated areas will be limited to approved limits of disturbance and stabilized following construction
Improve Stormwater Management	The existing retention pond will be converted into a planted rain garden to slow, filter, and manage runoff
Reduce Maintained Turf	Existing weedy lawn and non-native grasses will be converted into native planting beds and educational landscape areas
Remove Existing Impact(s)	The existing wood deck will be removed from the Shore Protection Act jurisdictional area
Use Appropriate Materials	Proposed materials will be durable, site-appropriate, and compatible with coastal landscape conditions
Support Ecological Function	Native planting beds and rain garden improvements will increase habitat value, reduce lawn, and support coastal resilience
Stabilize Disturbed Areas	Disturbed soils will be stabilized with planting, mulch, erosion-control measures, or other approved methods

The proposed interpretive demonstration garden will improve the public educational value of the Tybee Island Marine Science Center while enhancing native vegetation, improving stormwater performance, reducing turf, removing an existing wood deck from the Shore Protection Act jurisdictional area, and maintaining compliance with applicable Shore Protection Act and City dune buffer requirements.

STATE OF GEORGIA

REQUEST FOR A REVOCABLE LICENSE FOR THE USE OF TIDAL WATERBOTTOMS

APPLICANT NAME(S): Chantal Audran, Tybee Island Marines Science Center

MAILING ADDRESS: P.O. Box 1879 Tybee Island, GA 31328
(Street) (City) (State) (Zip)

PROJECT ADDRESS/LOCATION: 37 MEDDIN DRIVE, TYBEE ISLAND, GA 31328

COUNTY: CHATHAM WATERWAY: ATLANTIC OCEAN

LOT, BLOCK & SUBDIVISION NAME FROM DEED:
Recombination of Lot 4, Block 9, Lot 2367 Blocks 8 & 9 & a portion of unopened Wrenwood Ave, Fort Screven Ward

Georgia Department of Natural Resources
Coastal Resources Division
One Conservation Way
Brunswick, Georgia 31520-8687

I am requesting that I be granted a revocable license from the State of Georgia to encroach on the beds of tidewaters, which are state owned property. Attached hereto and made a part of this request is a copy of the plans and description of the project that will be the subject of such a license. I certify that all information submitted is true and correct to the best of my knowledge and understand that willful misrepresentation or falsification is punishable by law.

I understand that if permission from the State is granted, it will be a revocable license and will not constitute a license coupled with an interest. I acknowledge that this revocable license does not resolve any actual or potential disputes regarding the ownership of, or rights in, or over the property upon which the subject project is proposed, and shall not be construed as recognizing or denying any such rights or interests. I acknowledge that such a license would relate only to the property interests of the State and would not obviate the necessity of obtaining any other State license, permit, or authorization required by State law. I recognize that I waive my right of expectation of privacy and I do not have the permission of the State of Georgia to proceed with such project until the Commissioner of DNR or his/her designee has executed a revocable license in accordance with this request.

By: Chantal Audran Digitally signed by Chantal Audran Date: 2026.07.28 16:37:39 -04'00'
Signature of Applicant

Sincerely,

Date: 07/28/2026

Title, if applicable

By:
Signature of Applicant

Date:

Title, if applicable

Attachments

LEASE

THIS LEASE ("Lease") made and entered into as of this 16 day of MARCH, 2020 by and between **CITY OF TYBEE ISLAND, GEORGIA** (hereinafter "City") and **TYBEE ISLAND MARINE SCIENCE CENTER FOUNDATION, INC.**, a Georgia Non-Profit Corporation, d/b/a Tybee Island Marine Science Center (hereinafter "MSC"), upon the following terms and conditions:

RECITALS

WHEREAS, the City and MSC desire that MSC lease certain property hereinafter described and improvements thereon consisting of the Marine Science Center ("the Center") for the purposes of providing cultural, educational, museum and recreational programs and facilities related to beach and marine life, all as hereinafter provided;

WHEREAS, the City is a municipal corporation under Georgia law authorized to provide recreational, governmental, public health, and similar activities and facilities to citizens and is desirous of improving its ability to do so; and

WHEREAS, MSC is a non-profit corporation engaged in providing educational and recreational programs and facilities dealing primarily with beach and marine life, as well as environmental issues; and

WHEREAS, the City has contracted for the construction of a facility to be used and operated as the Marine Science Center located on the north end of Tybee Island in the North Beach parking lot (hereinafter the "Property" or the "Premises"); and

WHEREAS, the location was deemed suitable for the construction of a municipal building to be used for MSC purposes, including recreation, cultural and education; and

WHEREAS, in light of the volunteer services provided by MSC in the context of enhancing the community of the City and tourism therein and recreational activities therein; and

WHEREAS, the City has the power and authority to dispose of or lease real property pursuant to its charter; and

WHEREAS, the City has secured Recreational Authority Bond Funding for the express purpose of providing financing for the construction and operation of the Marine Science Center pursuant to certain limitations and restrictions; and

WHEREAS, the parties have been pursuing the construction of the Center for many years and the leasing of the Property and the Center by the City to the Marine Science Center; and

WHEREAS, on March 18, 2003, the voters of Chatham County voted in favor of a Special Purpose Local Option Sales Tax ("Referendum") for which certain capital improvement projects as designated in Attachment 4 of the SPLOST Resolution of the Board of Commissions of Chatham County adopted on February 14, 2003 ("SPLOT Resolution"); and

1.4 **Event of Default.** The term "Event of Default" shall be as defined in Section 15.1.

1.5 **Expiration Date.** The term "Expiration Date" shall mean December 31, 2035, unless renewed pursuant to Section 3.2.

1.6 **City's Address For Notices.** The term "City's Address for Notices" shall mean: CITY OF TYBEE ISLAND, GEORGIA, P.O. Box 2749, Tybee Island, Georgia, 31328, Attention: City Manager, with a copy to City Attorney, at P.O. Box 2749, Tybee Island, Georgia, 31328.

1.7 **Premises/Property.** The term "Premises" or "Demised Premises" or "Leased Premises" or "Property" shall mean that certain parcel of real property with the improvements thereon on the north end of Tybee Island in the North Beach parking lot City of Tybee Island, Chatham County, Georgia which is the _____ property identified as Parcel 2 on the Plat of Lot 2367 of a Recombination of Portions of Lots 6 & 7, Block 8, A Portion of Lot 2 & All of Lot 3, Block 9 & Portions of Wrenwood Avenue & the Former United States Coast Guard Property, Fort Screven Ward, Tybee Island, Georgia dated _____, 2014 by Bert Barrett, Jr. Land Surveying, P.C. attached as Exhibit "A". Said Parcel 2 being an area of _____ square feet.

Pursuant to the Agreement of even date herewith between Limewood Drive Owner, LLC, the Marine Science Center Foundation, LLC and the City of Tybee Island, the following described property shall also be included as part of the term "Premises" or "Demised Premises" or "Leased Premises" or "Property". The parcel on the plat attached hereto as Exhibit "_____" is identified as Parcel 2B consisting of a portion of Limewood Drive right-of-way, which is the subject matter of such agreement to which a copy of this lease agreement is attached as Exhibit "_____".

1.8 **MSC's Address For Notices.** The term "MSC's Address for Notices" shall mean: TYBEE ISLAND MARINE SCIENCE FOUNDATION, INC., PO Box 1879, Tybee Island ,Georgia, 31328 Attention: Executive Director, maria@tybeemarinescience.org, with a copy to: Lane A. Johnson c/o Hunter, Maclean, Exley and Dunn, P.C., 200 E. Saint Julian Street, Savannah, GA 31401.

1.9 **MSC's Permitted Uses.** The term "MSC's Permitted Uses" shall mean the maintenance and operation of the Center as a cultural, educational, museum and recreational facility, which shall include, but not be limited to, providing programs and undertaking projects related to beach and marine life. The MSC may only use or authorize the use of the premises for programs, projects or events that are consistent with its current mission statement. Permitted Uses is deemed to include events and gatherings such as weddings, family reunions, school reunions, parties or social events and especially birthday parties for children.

The mission statement of the MSC states: "Our mission is to cultivate a responsible stewardship of coastal Georgia's natural resources through education, conservation and research.

The name shall remain The Tybee Island Marine Science Center and any sign for the building shall be subject to the approval of the City.

1.10 **Transaction Closing Date.** The term "Transaction Closing Date" shall mean the date this Lease is fully executed by all parties.

(B) Beginning January 2026 and through December 2030, MSC shall pay the Base Rent of \$5,000.00 per year in equal monthly payments of \$416.67 due and payable on the first day of each month.

(C) Beginning January 2030 and through December 2035 and for the renewal term unless otherwise agreed upon, MSC shall pay the Base Rent of \$10,000.00 per year in equal monthly payments of \$832.33 due and payable on the first day of each month.

4.2 **Expenses and Other Charges.** MSC shall, during the Term of this Lease, as additional rent, pay and discharge punctually, as and when the same shall become due and payable, and before any governmental impositions and charges and obligations owed to governmental authorities of every kind and nature whatsoever, extraordinary as well as ordinary and each and every installment thereof which shall or may during the Term of this Lease be charged, levied, laid, assessed, imposed, become due and payable or liens upon, or for, or with respect to, the Premises or any part thereof, the buildings and improvements appurtenances or equipment owned by MSC thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, and local governments whatsoever during the term of this Lease.

4.3 **Payment.** The Base Rent for years 3-5 (\$10.00 per year) shall be paid on or before January 15th of each calendar year.

4.4 **Additional Rent.** For purposes of this Lease, all amounts payable by MSC that inure to the benefit of City pursuant to this Lease, whether or not denominated as such, (e.g. maintenance and repairs) shall constitute additional rent hereunder. Such additional rent, together with the Base Rent, shall sometimes be referred to in this Lease as "Rent."

ARTICLE V – CONSTRUCTION OF IMPROVEMENTS AND TITLE

5.1 **Construction of Improvements.** The City shall construct, or cause to be constructed, all buildings, HVAC and similar equipment and components thereof, including, all driveways, parking areas, landscaping, sidewalks and all other areas of the Premises (the "Improvements") in accordance in accordance with plans and specifications as approved by the City in writing and in compliance with all Applicable Laws (as hereinafter defined).

5.2 **Title to Improvements.** Title to all Improvements situated or erected on the Premises by the City and/or MSC shall remain solely in the City. Upon the expiration or earlier termination of this Lease, all of MSC's right and interest in and to the Premises and the Improvements shall automatically and without notice vest in City and MSC shall quit possession and occupancy and surrender the Premises and all Improvements thereon to City. Notwithstanding the foregoing, title to any moveable furniture, equipment, inventory and other personal property installed by MSC (including personal property which is uniquely the property of a marine science facility) and located upon the Premises and which may be removed without damage to the Improvements and without impairing its value shall remain in MSC provided that MSC removes the same within a reasonable period of time, not to exceed thirty (30) days following the expiration or termination of this Lease. Subject to the foregoing sentence, all fixtures attached to the Improvements are to remain and become the possession of the City.

The Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. §9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA") the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Federal Water Pollution Control Act, as amended (22 U.S.C. §1251, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. §7401, et seq.) the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et seq.) (together with the regulations promulgated thereunder, "HMTA"), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. §136, et seq.) (together with the regulations promulgated thereunder, "IRFA"), the Safe Drinking Water Act, as amended (42 U.S.C. §300f, et seq.) (together with the regulations promulgated thereunder, "SDWA"), the Toxic Substances Control Act, as amended (15 U.S.C. §2601, et seq.) (together with the regulations promulgated thereunder "TSCA"), the Georgia Hazardous Waste Management Act (O.C.G.A. §12-8-60, et seq.), the Georgia Water Quality Control Act (O.C.G.A. §12-5-20 et seq.), and the Georgia Air Quality Act (O.C.G.A. §12-9-1 et seq.).

(D) "Hazardous Materials" means (a) any material or substance: (i) which is defined or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any fraction thereof; (iii) containing polychlorinated biphenyls (PCB's); (iv) containing asbestos; or (v) which is radioactive; (b) any other material or substance displaying toxic, reactive, ignitable, or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by Environmental Laws; or (c) materials which cause a nuisance upon or waste to the Premises or any portion of the Improvements.

(E) "Handle," "handle," "Handled," "handled," "Handling" or "handling" shall mean any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials; excluding any Hazardous Materials existing on the Premises prior to the Commencement Date, and any migration of Hazardous Materials onto the Premises from a source not at the Premises.

(F) "Responsible Party" shall mean MSC, its subtenants and its assignees, any occupants of all or any portion of the Premises, and their respective contractors, clients, officers, directors, employees, agents, customers, suppliers, guests and invitees, or any of them as the case may be during the Term of this Lease.

(G) MSC shall expressly not be responsible for, and to the extent allowable by law, shall be entitled to seek contribution or other appropriate relief from the City with respect to any liability and City to the extent allowable by law shall indemnify MSC for claims relating to: (i) a violation of Environmental Laws or the presence of Hazardous Materials on, in or under all or any portion of the Leased Premises to the extent attributable to an act or omission of the City; or (ii) any Hazardous Materials on, in or under all or any portion of any parcels of land owned by City that are adjacent to the Leased Premises (the term "adjacent" as used herein being deemed to mean parcels of land sharing a common boundary line with the Leased Premises), unless the presence of Hazardous Materials was caused or contributed to by MSC or a Responsible Party (collectively "Claims"). City agrees that it shall not object to or resist being joined as a named party as to the adjudication of such Claims; however, nothing herein precludes City from asserting any defense to the Claims, including the defense of sovereign immunity, or asserting any counterclaim that City may have or from seeking indemnification or contribution from third parties.

such lien shall at any time be filed, MSC shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If MSC fails to pay and remove or bond such lien, claim or encumbrance within such thirty (30) days, City, at its election, may pay and satisfy the same and in such event the sums so paid by City shall be deemed to be additional rent due and payable by MSC at once without notice or demand as per Section 4.4 hereof. MSC shall otherwise observe and comply with any and all requirements under Georgia Law, and shall indemnify, defend and hold City harmless from any loss, cost, or damage incurred by City as a result of the assertion of any lien claim. NOTHING HEREIN IS DEEMED TO BE A WAIVER OF THE PROHIBITION AGAINST LIENS UPON PUBLIC PROPERTY.

ARTICLE IX - IMPROVEMENTS, ADDITIONS AND ALTERATIONS.

9.1 **Construction and Contracting.** The City has engaged West Construction Company, GA LLC to construct the building and improvements which are the subject matter hereof subject to the agreement of the Marine Science Center to be responsible for the furniture, fixtures and exhibits.

9.2 **Completed Construction.** As contemplated by the parties hereto, at the time of the execution of this Lease the construction of the improvements to the Premises will be completed as far as the building itself is concerned, although there may be additions or alterations to exhibits, furnishings and interiors.

9.3 **Alterations.** MSC may make any additions, alterations or changes (sometimes collectively referred to herein as "Alterations") in or to the Improvements subject, however, to the following conditions:

(a) No Alterations shall be made that would materially impair the structural soundness of the Improvements;

(b) No Alterations shall be undertaken until MSC shall have procured, to the extent the same may be required from time to time, all permits and authorizations of all applicable governmental authorities.

(c) Any Alterations shall be performed in good and workmanlike manner and in compliance with all applicable legal requirements and all applicable Insurance Requirements; and

(d) The City must approve all substantial structural alterations prior to the commencement of work ("substantial" meaning single alterations costing in excess of \$25,000 or alterations that materially affect the functional design or scope of the Improvements).

9.4 **Liens.** MSC shall pay when due all costs for work performed and materials supplied to the Premises whether in the course of maintenance and repair or in the making of additions, alterations or changes to the Improvements or otherwise. MSC shall not suffer or permit any liens to be filed or exist against the Premises or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to MSC or its agent, contractors, subcontractors and subtenants. If any such lien shall at any time be filed, MSC shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If MSC fails to pay and remove or bond such lien, claim or encumbrance within such thirty (30) days, City, at its election, may pay and satisfy the same and in such event the sums so paid by City shall be deemed to be additional rent due and payable by MSC at once without notice or

indemnitees under the foregoing indemnification shall likewise be without regard to fault on MSC's part with respect to the violation of any Environmental Law which results in liability to the indemnitees. MSC's obligations and liabilities pursuant to this Section 10.1 shall survive the expiration or earlier termination of this Lease.

(C) any and all testing or investigation as may be required by any governmental agency for the purpose of investigating the presence of MSC's Hazardous Materials that may not be in compliance with Environmental Laws.

(D) notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either MSC or City.

Nothing herein shall be construed to infer or imply that MSC is a partner, joint venturer, agent, employee, or otherwise acting by or at the direction of the City.

10.2 **Insurance.**

(a) MSC shall maintain or shall cause to be maintained the following insurance coverages:

Commercial General Liability Insurance (Primary and Umbrella). Commercial liability insurance or equivalent with limits of not less than \$1,000,000 with respect to any injury to any one person; \$1,000,000 with respect to injury or damage to property; and \$3,000,000 general aggregate for bodily injury, personal injury and property damage liability. The deductible or self-insured retention shall not be greater than \$10,000.00. In addition, MSC shall obtain umbrella coverage of \$5,000,000. Coverage extensions shall include the following: premises and operations, subcontractors, cross liability, products and completed operations, broad form property damage, blanket contractual liability, explosion, collapse and underground coverages (XCU), personal injury and errors and omissions. The City is to be named as an additional insured.

- i. **Property/Casualty Insurance.** The City of Tybee Island will procure and maintain fire and extended coverage to insure the structure while the tenant shall insure its contents and equipment, including but not limited to MSC's furnishings, exhibits, signs, outdoor artworks and displays. The cost to the City of insuring the building is presumably less than that to the Tenant. Thus, the Tenant shall pay to the landlord the cost to the landlord of providing the building insurance. Tenant shall maintain insurance coverages in compliance with the insurance specifications contained in exhibit ____ attached hereto. Tenant also agrees to maintain a special form property and casualty insurance coverage against loss or damage to its personal property and improvements. Such insurance shall also cover tenants loss of income in an amount sufficient to cover tenant's obligations for expenses of this lease for a period of at least twelve (12) months. Tenant shall deliver to landlord a certificate of insurance at least fifteen (15) days prior to the Commencement Date and a renewal certificate at least fifteen (15) days prior to the expiration of the policy which it covers. Such policies must provide for thirty (30) days prior written notice to landlord in the event of a material change or cancellation of the policy. Such property insurance coverage shall provide for replacement cost valuation.
- ii. **Personal Property Insurance.** Property insurance in an amount not less than the full replacement cost of all personal property located in or about the Leased Premises, including all personal property located outdoors such as signs, artworks, displays, etc. (minimum \$100,000.00), against direct and indirect

and known potential claims for damage or injury and will cooperate with its insurers and those of the City.

10.4 **Restoration in the Event of Casualty.** If any act or occurrence of any kind or nature shall result in damage to or loss or destruction of the Improvements, in whole or in part, the insurance proceeds, if any, made available shall promptly be used for the restoration, reconstruction, and/or repair of the Improvements as nearly as possible to its condition and character immediately prior to such casualty. If such insurance proceeds and other available funds are not sufficient so that restoration, reconstruction, or repair can be undertaken, or is otherwise determined to be not feasible, such proceeds shall be paid equitably divided between City and MSC, based on formula provided for condemnation in Section 12.2.

10.5 **Waiver of Subrogation.** Each party hereby waives any right of recovery against the other for injury or loss covered by insurance, to the extent of the injury or loss covered thereby. Any policy of insurance to be provided by MSC pursuant to this Article X shall contain a clause denying the insurer any right of subrogation against City.

10.6 **Failure to Insure.** If MSC fails to maintain any insurance which MSC is required to maintain pursuant to this Article X, the City may, but shall not be obligated to, upon notice to MSC (said notice may be delivered via facsimile, e-mail, or by hand) promptly procure such policies of insurance, in which case MSC shall reimburse City upon demand for the cost thereof, together with interest thereon at the lesser of the maximum rate permitted by law, if any, or twelve percent (12%) per annum from the date due to the date paid, as additional rent and, in addition, MSC shall be liable to City for any loss or cost resulting from such failure to maintain. MSC may not self-insure against any risks required to be covered by insurance.

ARTICLE XI - DAMAGE OR DESTRUCTION

11.1 **Continuation of Lease.** This Lease shall not terminate, nor shall there be any abatement of Rent or any other charges to be paid by MSC hereunder, or relief from any other obligations of MSC hereunder as a result of the partial or total destruction of the Premises or the Improvements.

ARTICLE XII - CONDEMNATION

12.1 **Condemnation.** If the entire Premises or a portion thereof shall be taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public purpose (collectively "Condemnation"), as to render, in MSC's reasonable judgment, the balance unusable by MSC, this Lease shall terminate with respect to the entire Premises or to such portion, as the case may be, on the date that title or possession to the Premises is taken by the condemning authority, whichever is earlier, but in the event that less than the entire Premises is taken by Condemnation, only after written notice from MSC with respect to MSC's intent as to the remainder of the Premises. In the event that this Lease is not terminated as provided above, the Lease shall continue in full force and effect and unmodified as to the remainder of the Premises.

Notwithstanding any provision contained herein, in the event of a partial taking the Improvements shall be rebuilt and restored subject to the determination of feasibility by the City; however, the City shall not exercise its right of eminent domain against the Premises.

ARTICLE XV - DEFAULT AND REMEDIES

15.1 **Events of Default By MSC.** An Event of Default shall, at City's option, be deemed to have occurred hereunder following the expiration of all applicable notice and cure periods, if:

(A) The failure by MSC to pay Base Rent or make any other payment required to be made by MSC hereunder as and when due and the continuation of such failure for Thirty (30) days following written notice from City.

(B) A third violation of Section 1.8 by conducting events not within the described Permitted Uses without permission of the City Council.

(C) The making by MSC of an assignment of this Lease or any sublease of all or part of the Premises except as expressly permitted under Article XIV of this Lease.

(D) A notice of intent to cancel insurance coverage by an insurer that is not cured within fifteen (15) days of written notice from City (provided that MSC shall have up to thirty (30) days if the insurance shall remain in effect for such thirty (30) day period).

(E) The cancellation, lapse or failure to obtain the insurance coverage required in Section 10.2, if not cured within five (5) days of written notice from City.

(F) The making by MSC of any general assignment for the benefit of creditors or the filing by or against MSC of a petition under any federal or state bankruptcy or insolvency laws (unless in the case of a petition filed against MSC the same is dismissed within sixty (60) days after filing) the appointment of a trustee or receiver to take possession of substantially all of MSC's assets at the Premises or MSC's interest in this Lease or the Premises when possession is not restored within sixty (60) days; or the attachment, execution or other seizure of substantially all of such assets located at the Premises or MSC's interest in this Lease or the Premises if such seizure is not discharged within sixty (60) days.

15.2 **City's Right To Terminate Upon MSC Default.** Upon any Event of Default by MSC (after applicable notice and cure periods, as provided in Section 15.1 above), the City shall have the right without further notice or demand to MSC except as provided in Section 15.1 (MSC hereby irrevocably waiving all notices and demands except as provided in Section 15.1), statutory or otherwise, to terminate this Lease and MSC's right to possession of the Premises without terminating MSC's liabilities under this Lease.

15.3 **City's Additional Remedies.** Upon any Event of Default of this Lease by MSC, whether or not City elects to terminate this Lease as provided in Section 15.2 above, the City may at any time enforce all of its rights and remedies under this Lease, at law or in equity.

15.4 **Right of City to Perform.** All covenants and agreements to be performed by MSC under this Lease shall be performed by MSC at MSC's sole cost and expense. If MSC shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, City, upon advance written notice to MSC and reasonable opportunity to cure may, but shall not be obligated to, make any payment on MSC's behalf without waiving or releasing MSC of its obligations under this Lease. Any sums so paid by City and all necessary incidental out-of-pocket costs, together with interest thereon at the lesser of the maximum rate permitted by law if any or twelve percent (12%) per annum, from the date of such payment shall be payable to City as additional

ARTICLE XVII - QUIET ENJOYMENT

17.1 Provided that MSC performs all of its obligations hereunder, MSC shall have and peaceably enjoy the Premises during the Lease Term, subject to all of the terms and conditions contained in this Lease.

ARTICLE XVIII- HOLDOVER TENANCY

18.1 **Holdover Tenancy.** If MSC holds possession of the Premises after the expiration or termination of the Lease Term, by lapse of time or otherwise, MSC shall become a tenant at sufferance upon all of the terms contained herein except as to Lease Term. Without limiting the foregoing, MSC hereby agrees to indemnify, defend and hold harmless the City, and its agents contractors and employees, from and against any and all claims, liabilities, actions, losses, damages (including without limitation, direct, indirect, incidental and consequential) and expenses (including, without limitation court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession, which obligations shall survive the expiration or termination of the Lease Term.

ARTICLE XIX - NOTICES

19.1 **Notices.** All notices, demands and requests which are required to be given by the City or MSC shall be in writing and shall be served in one of the following ways: (i) by personal service on the recipient; (ii) by mailing the same by registered or certified mail, postage prepaid; (iii) by overnight courier, addressed to the City at the address for City set forth in Section 1.5 above and to MSC at the address for MSC set forth in Section 1.7 above, unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail or by overnight courier prior to the time when such notice is given; or (iv) by email with an additional copy of the notice, demand or request also be given by the method described in Section 19.1(i), (ii), or (iii) herein. Any notice, including under Article XIII, shall be deemed to have been given and served when actually received or receipt is refused as evidenced by written verification.

ARTICLE XX - MISCELLANEOUS

20.1 **Amendments.** This Lease may be amended by mutual agreement of the City and MSC, provided that all amendments must be in writing and signed by both parties.

20.2 **Successors.** Except as expressly provided herein, this Lease and the obligations of City and MSC contained herein shall bind and benefit the successors and assigns of the parties hereto.

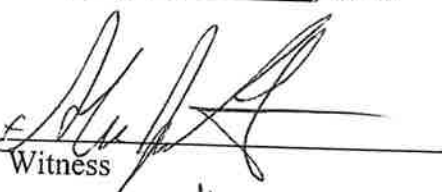
20.3 **Memorandum of Lease.** The City and MSC shall upon request of the other execute a recordable Memorandum of Lease.

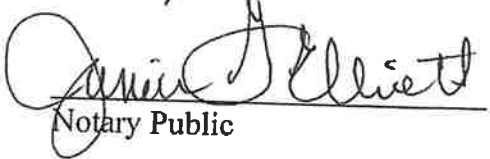
20.4 **Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

20.5 **Severability.** In the event any provision of this Lease is found to be unenforceable the remainder of this Lease shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be

MSC:

Sworn to and subscribed before me
this 16 day of March, 2020.

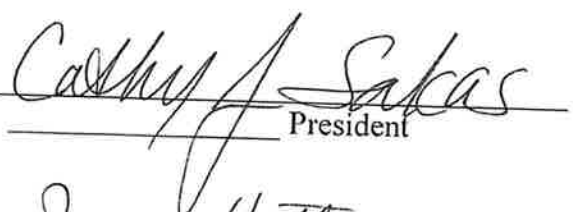

Witness


Notary Public

SEAL

Janice G Elliott
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA
My Commission Expires
10/15/2023

TYBEE ISLAND MARINE SCIENCE
FOUNDATION, INC., a Georgia Non-Profit
Corporation

By: 
President

Attest: 
Secretary