

AGREEMENT FOR USE OF RECREATIONAL
FACILITIES AND PROPERTY

This agreement entered into this 31st day of January, 1994, between the Camden County Public Service Authority (hereinafter "Authority") and the Camden County Board of Education (hereinafter "Board of Education").

WHEREAS, the Board of Education has agreed to transfer to the Authority thirty-six (36) acres of real state, divided into two parcels, to be used as a recreational stadium, practice football field, track and community center, and said transfer is made pursuant to the terms and conditions of the mutual covenants and agreements IT IS AGREED AS FOLLOWS:

1.

The Authority in accepting the real estate from the Board of Education, agrees with the Board of Education to the following terms and conditions for the use of all facilities to be constructed on the 32.49 acres described herein on Exhibit "A".

2.

The Board of Education shall have the right and privilege for the use of all of the real estate described on Exhibit "A" herein under the terms and conditions as set forth in this Agreement.

3.

On or before August 1 of each school year, the Superintendent of School for the Board of Education shall submit to the Authority a calendar reflecting the outside facilities that will be needed during the regular school day for instructional programs. Cooperative planning will be held between school and recreational representatives prior to August 1 of each school year to insure maximum utilization of the facilities for both students and general public. The schedule will be provided that designates specific areas to be used along with specific dates and times. All of the areas to be used shall be contained within the 32.49 acres as described on Exhibit "A". The Board of Education shall have use of the facilities that occupy the 32.49 acres during the school day.

Any time period outside the school day, the Board of Education shall have use of the facilities on Exhibit "A" herein for activities that occur during the in-season schedule for those activities as determined by the Georgia High School Association. The Board of Education shall also have exclusive use of the facilities for any football, baseball, track, softball, tennis, basketball and soccer scrimages and drill that take place pursuant to the Board of Education's in-season schedule for those activities.

4.

The Board of Education shall assume the total maintenance responsibility for all football playing surfaces during any period of time that the school system is utilizing said surfaces prior to, during or after season for those activities. The Board of Education shall coordinate the scheduling of activities on the football playing surface.

5.

The Board of Education agrees to pay for all utilities required during the use of any facilities by it and will provide clean up after each event and further pay for any damage that may be done to a facility as a result of any negligence on the part of the School Board.

6.

The Board of Education will provide security at any football and basketball games that may be scheduled on the property.

7.

The Board of Education shall be in charge of all income from ticket receipts and concessions at any event scheduled by the Board of Education unless otherwise agreed to in writing between the Board of Education and another party. All income from ticket sales and concessions shall be the sole and exclusive property of the Board of Education.

8.

The Authority agrees that the Board of Education shall not pay for any rental of the facilities during any Board of Education sponsored activity.

9.

The Superintendent of the Camden County School District shall be the agent of the School Board and all actions on the part of the School Board shall come directly to the Superintendent of Schools, including all requests or communications to the Board of Education except where the Board of Education over rules the Superintendent.

10.

This agreement shall be binding on the Authority and the Board of Education for a term of fifty (50) years from the date of execution.

11.

The property described on Exhibit "A" shall be deeded to the Authority with a reverter clause back to the Board of Education if the property is not used for recreational purposes for a continuous period of two (2) years.

The property described on Exhibit "B" shall be deeded to the Authority with a reverter clause back to the cities of Woodbine, Kingsland, St. Marys, and Camden County if the property is not used for recreational purposes for a continuous period of two (2) years.

CAMDEN COUNTY PUBLIC
SERVICE AUTHORITY

By: Keith DeFoe

Its Chairman

Slide V. Hopkins
Witness

Dawn B. Edmonds
Notary Public
Expires 4/19/97

CAMDEN COUNTY BOARD OF EDUCATION

By: David L. Rainer
David L. Rainer
Superintendent

Elaine Heath
Witness

Nancy Joeris
Notary Public

Notary Public, Camden County, Georgia
My Commission Expires April 19, 1997

EXHIBIT "A"

All that certain tract or parcel of land being a portion of lands of Rayland Co., Inc., lying in the westerly portion of the ITT Rayonier Mission Forest Tract, 1606th G. M. District, Camden County, Georgia, and being more particularly described as follows:

For a point of reference commence at a point on the southwesterly right-of-way line of Colerain Road (a 100 foot right-of-way by Department of Transportation Project No. PR5845) said point being the northeast corner of lands now or formerly of William S. Brazell (according to deed recorded in Deed Book 81, Page 26, Camden County, Georgia, records) and thence, running South 08 degrees 30 minutes 40 seconds West a distance of 1573.43 feet to an angle point; thence, running South 08 degrees 31 minutes 35 seconds West along the easterly line of last mentioned lands of William S. Brazell, a distance of 73.59 feet to the point of beginning. AND FROM SAID POINT OF BEGINNING, running South 82 degrees 05 minutes 00 seconds East a distance of 979.69 feet to a point; thence, running South 09 degrees 43 minutes 15 seconds West, a distance of 1605.27 feet to a point on the northerly line of lands now or formerly of Sondra G. Gilman, (according to deed recorded in Deed Book 204, Page 409 (EX), Camden County, Georgia, records), thence, running North 85 degrees 01 minutes 23 seconds West along last mentioned northerly line a distance of 947.99 feet to a point; thence, running North 08 degrees 31 minutes 35 seconds East along the easterly line of the aforementioned lands of William S. Brazell, a distance of 1653.19 feet to the point of beginning.

The land thus described contains 32.49 acres and is subject to any easements of record lying within.

EXHIBIT "B"

All that certain tract or parcel of land lying in the westerly portion of the I.T.T. Rayonier Mission Forest Tract, 1606th District, G.M., Camden County, Georgia and being more particularly described as follows:

For a point of reference commence at a point on the southwesterly right-of-way line of Colerain Road (a 100 foot right-of-way by Department of Transportation Project No. PR 5845) at the northeasterly corner of lands now or formerly of William S. Brazell (according to deed recorded in Deed Book 81, Page 26, Public Records of said county) and run thence South 08 degrees, 30 minutes, 40 seconds West, along easterly line of last mentioned lands, a distance of 1,573.43 feet to an angle point; run thence South 8 degrees, 31 minute, 35 seconds West continuing along the easterly line of last mentioned lands of William S. Brazell, a distance of 73.59 feet to a point; run thence South 82 degrees, 05 minutes, 00 seconds East, a distance of 979.69 feet to a point; run thence South 09 degrees, 43 minutes, 15 seconds West, a distance of 985.62 feet to THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING thus described, continue South 09 degrees, 43 minutes, 15 seconds West, a distance of 441.26 feet to a point; run thence North 81 degrees, 28 minutes, 25 seconds West, a distance of 323.39 feet to a point; run thence North 08 degrees, 31 minutes, 35 seconds East, a distance of 490.06 feet to a point; run thence South 73 degrees, 06 minutes, 35 seconds East, a distance of 336.16 feet to the point of beginning.

The land thus described contains 3.51 acres and is subject to any easements of records lying within.

ADDENDUM

This **ADDENDUM** to an agreement for the use of recreational facilities and property between the **CAMDEN COUNTY PUBLIC SERVICE AUTHORITY** (hereinafter referred to as "Authority") and the **CAMDEN COUNTY BOARD OF EDUCATION** (hereinafter referred to as "Board of Education") dated the 8th day of May 2007, is as follows:

1. Paragraph 8 of the addendum is deleted in its entirety and replaced with the following:

The Board of Education shall pay an annual rental fee of \$103,858.00 beginning July 1, 2007 and ending July 1, 2013.

2. To the extent the provisions in this Addendum are inconsistent with terms of the Agreement, it is intention of the parties that this Addendum control, otherwise the provisions of the Agreement are to control.

**CAMDEN COUNTY PUBLIC SERVICE
AUTHORITY**

By: *Steve R. Rhodie*

Title: *Chairman*

Date: *May 10, 2007*

**CAMDEN COUNTY BOARD OF
EDUCATION**

By: *Mark R. Powell*

Title: *CHAIRMAN*

Date: *May 8, 2007*

Deborah S. Arnett

CAMDEN COUNTY BOARD OF EDUCATION
2007