

# **EXHIBIT A**

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### **Restrictive Covenants**

This transfer and any subsequent transfer of any interest in the property transferred herein shall be expressly made subject and subordinate to and contain the following covenants to assure future uses will be compatible with the operation of Hartsfield Jackson Atlanta International Airport:

Grantee agrees on behalf of itself, its heirs, successors, transferees, and assigns that the land herein conveyed shall be used only for land uses compatible with those designated in Table 1, 'Land Use Compatibility with Yearly Day-Night Average Sound Levels', Section A150.101, Appendix A to 14 CFR Part 150 ("Table 1") and with FAA guidance on certain land uses as identified in FAA Advisory Circular 150/5200-33B ("AC") and any amendments to Table 1 and the AC. In the event Table 1 or the AC shall be superseded, the FAA promulgation which shall be the successor instrument setting forth the land use compatibilities shall be substituted in lieu of Table 1 or the AC, as appropriate (hereinafter, "Successor Instruments").

Compatibility of use shall be determined at the time a building permit for an improvement on the land herein conveyed is issued and no subsequent amendment to Table 1, the AC, or Successor Instruments shall affect the determination of compatibility as to the improvement constructed.

Except as otherwise provided herein, all land uses allowed pursuant to local zoning and land use regulations are permissible uses under these covenants. However, the land herein conveyed shall not be used for Airport Parking unless such use is approved, in writing, by the City of Atlanta, or its successors and assigns, through its Aviation General Manager.

As used herein, "Airport Parking" shall mean a parking facility or facilities, including but not limited to, any surface parking lot or deck, or any portion or section thereof, designed or operated to provide parking for persons travelling to or from, or otherwise accessing, Hartsfield-Jackson Atlanta International Airport. Incidental parking offered by an operator to support a use specifically allowed under the local zoning and land use regulations and not inconsistent with this restrictive covenant shall be permissible.

It is further expressly agreed that this restrictive covenant is intended to run with the land, in perpetuity, and is made in favor of, and for the benefit of, the City of Atlanta in the operation, and use of, Hartsfield-Jackson Atlanta International Airport.