

FEB 19, 2019 10:39 AM


Joy Turner, Clerk
Camden County, Georgia

IN THE SUPERIOR COURT OF CAMDEN COUNTY
STATE OF GEORGIA

ONE HUNDRED MILES,

Plaintiff,

v.

CAMDEN COUNTY, GEORGIA,
NELSONCFO, INC. d/b/a NELSON
AEROSPACE CONSULTING
ASSOCIATES, and THE AEROSPACE
CORPORATION,

Defendants.

Civil Action No. _____

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

1. This Georgia Open Records Act (“GORA”) suit challenges the Defendants’ unlawful and unreasonable refusal to provide access to public records about possible dangers to the public and the environment from a proposed spaceport on the south Georgia coast.

INTRODUCTION

2. Camden County, Georgia (“Camden County” or “County”) is seeking authorization from the Federal Aviation Administration (“FAA”) to operate a commercial spaceport located a stone’s throw from Georgia’s treasured salt marsh and tidal creeks. Rockets launched from the spaceport could fly directly over neighborhoods and communities on Georgia’s barrier islands, including Cumberland Island and Little Cumberland Island, and over economically valuable fishing areas. Likewise, rockets could explode next to the salt marsh or in the air over residents’ homes, or they could crash on the mainland while attempting to land—putting lives, property, and the environment in danger.

3. Camden County contends that it can operate the proposed spaceport safely and in a manner that nearly eliminates the risk to people, property, and the environment from rocket explosions, crash landings, and other launch failures.

4. For over two years, One Hundred Miles has been asking Camden County to prove it. One Hundred Miles has sent multiple requests to the County for public records that describe and illustrate what would happen if a rocket were to explode from the proposed spaceport or in the air over nearby communities. One Hundred Miles has also asked for public records about evacuation zones, hazard areas, and safety zones. Most recently, One Hundred Miles sought a copy of the County's formal application for a license to operate a commercial spaceport.

5. Camden County has refused to provide even one single page in response to One Hundred Miles's repeated requests, in blatant disregard of GORA.

6. When Camden County refused to provide public access to the public records, One Hundred Miles sought them from other sources: NelsonCFO, Inc. d/b/a Nelson Aerospace Consulting Associates ("NelsonCFO") and The Aerospace Corporation ("Aerospace"), two of the County's consultants for the spaceport project. They too have refused to make publicly available these critical public safety and environmental records.

JURISDICTION AND VENUE

7. This Court has jurisdiction under O.C.G.A. § 50-18-73(a) to entertain this action "to enforce compliance with the provisions" of GORA.

8. This Court has personal jurisdiction over Defendant NelsonCFO through Georgia's long-arm statute and GORA's enforcement provision. O.C.G.A. §§ 9-10-91(1) (establishing jurisdiction over nonresidents transacting any business within Georgia), 50-18-73(a) (establishing jurisdiction over "persons or agencies having custody" of public records).

9. This Court has personal jurisdiction over Defendant Aerospace through Georgia's long-arm statute and GORA's enforcement provision. *Id.* §§ 9-10-91(1), 50-18-73(a).

10. Venue is proper in Camden County. *Id.* §§ 9-10-30, 9-10-93.

THE PARTIES

11. Plaintiff One Hundred Miles is a 501(c)(3), nonprofit coastal advocacy organization with a mission of protecting, preserving, and enhancing the 100-mile Georgia coast. Megan Desrosiers is the President and Chief Executive Officer of One Hundred Miles.

12. One Hundred Miles seeks public records and is a "person" or "other entity" with authority to bring this action. O.C.G.A. § 50-18-73(a).

13. Defendant Camden County is a political subdivision of the State of Georgia and is an "agency" within the meaning of GORA. *Id.* § 50-18-70(b)(1) (citing O.C.G.A. § 50-14-1).

14. Defendant Camden County has prepared and maintained or received public records relating to the proposed spaceport.

15. Defendant NelsonCFO is a corporation organized and existing under the laws of Texas with its principal office located at 2830 South Hulen Street #105, Fort Worth, Texas, 76109. Andrew Nelson is the founder and CEO of NelsonCFO.

16. Defendant NelsonCFO works with governments on the formation of spaceports. Defendant Camden County hired NelsonCFO to oversee the development of the proposed spaceport and to oversee the application process for a license to operate the proposed spaceport.

17. Defendant NelsonCFO is "a private person or entity" which has prepared and maintained or received public records "in the performance of a service or function for or on behalf of an agency" under GORA. O.C.G.A. § 50-18-70(b)(2).

18. Defendant Aerospace is a nonprofit organized and existing under the laws of California with its principal office located at 2310 E. El Segundo Boulevard, El Segundo, California, 90245.

19. Defendant Aerospace operates a federally funded research and development center for the space enterprise and performs technical analyses and assessments for a variety of government, civil, and commercial customers. Aerospace was hired to perform various analyses, modeling, and simulation suitable for Camden County's use in the application to the FAA for a license to operate the proposed spaceport.

20. Defendant Aerospace is "a private person or entity" which has prepared and maintained or received public records "in the performance of a service or function for or on behalf of an agency" under GORA. O.C.G.A. § 50-18-70(b)(2).

STATUTORY FRAMEWORK

Georgia Open Records Act

21. The Georgia General Assembly has declared that "the strong public policy of this state is in favor of open government; that open government is essential to a free, open, and democratic society; and that public access to public records should be encouraged to foster confidence in government and so that the public can evaluate the expenditure of public funds and the efficient and proper functioning of its institutions." O.C.G.A. § 50-18-70(a).

22. In Georgia, "there is a strong presumption that public records should be made available for public inspection without delay." *Id.*

23. GORA "shall be broadly construed to allow the inspection of government records." *Id.*

24. The exceptions in GORA, together with any other exceptions located in the Georgia Code, “shall be interpreted narrowly to exclude only those portions of records addressed by such exception.” *Id.*

25. GORA defines “public record” as “all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.” *Id.* § 50-18-70(b)(2).

26. GORA defines “agency” as including “[e]very county, municipal corporation, school district, or other political subdivision” of Georgia. *Id.* §§ 50-18-70(b)(1), 50-14-1.

27. “All public records shall be open for personal inspection and copying, except those which by order of a court of this state or by law are specifically exempted from disclosure.” *Id.* § 50-18-71(a).

28. Agencies must make public records that are responsive to a request available for inspection within three business days of receiving the request. *Id.* § 50-18-71(b)(1)(A).

29. If some, but not all, records are available within three business days of receiving the request, the agency must make available those records that can be located and produced. *Id.*

30. If public records are unavailable within three business days of receiving the request, the agency must, within the same time period, provide the requester with a description of the records and a timeline for when the records will be made available. *Id.* Thereafter, the agency must provide the responsive records or access to the records as soon as practicable. *Id.*

31. If an agency “has decided to withhold all or part of a requested record, the agency shall notify the requester of the specific legal authority exempting the requested record or records from disclosure by Code section, subsection, and paragraph” within three business days. *Id.* § 50-18-71(d).

32. GORA’s exemptions “shall be interpreted narrowly so as to exclude from disclosure only that portion of a public record to which an exclusion is directly applicable.” *Id.* § 50-18-72(b) (emphasis added). Agencies have a duty “to provide all other portions of a record for public inspection or copying.” *Id.*

33. Excluding an entire document simply “because it contains exempted material would be unresponsive to the legislative intent underlying the Open Records Act.” *City of Brunswick v. Atlanta Journal-Constitution*, 214 Ga. App. 150, 152 (Ga. Ct. App. 1994) (internal citations omitted).

34. GORA “shall be construed to disallow an agency’s placing or causing [public records] to be placed in the hands of a private person or entity for the purpose of avoiding disclosure.” *Cent. Atlanta Progress, Inc. v. Baker*, 278 Ga. App. 733, 738 (Ga. Ct. App. 2006).

35. GORA “requires the disclosure of documents possessed by a private entity performing a service or function for or on behalf of a public agency.” *United HealthCare of Ga., Inc. v. Ga. Dep’t of Cmty. Health*, 293 Ga. App. 84, 87 (Ga. Ct. App. 2008).

36. In the context of GORA, a “private entity acts ‘on behalf of’ a government agency when the agency arranges for the private entity to perform a government function that the agency would otherwise have to perform.” *Smith v. Northside Hosp., Inc.*, 302 Ga. 517, 521 (Ga. 2017). And nothing in GORA “requires that the agency direct the private entity in the specific details of its work, or even know those details, in order for the records of that work to be public records; it

is certainly possible for an entity that has been given a broad charge to work on an agency's behalf to do that work without informing the agency about everything." *Id.* at 521–22.

37. If a private company decides it needs help and hires subcontractors to assist on a government agency contract, "records related to that arrangement would be public records regardless of whether the [agency] knew about it." *Id.* at 523.

The Real-Estate Exemption

38. Agencies may (but are not required to) withhold from disclosure "[r]eal estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property until such time as the property has been acquired or the proposed transaction has been terminated or abandoned." O.C.G.A. § 50-18-72(a)(9) [hereinafter "the Real-Estate Exemption"].

39. "Engineering estimates relate to the costs of constructing improvements on real estate, whether the state presently owns the property or plans to acquire it." *Hardaway Co. v. Rives*, 262 Ga. 631, 636 (Ga. 1992) (Fletcher, J., concurring) (interpreting the Real-Estate Exemption, formally codified at O.C.G.A. § 50-18-72(a)(6)) (emphasis added).

40. The policy behind the Real-Estate Exemption is to promote the state's and public's interests in acquiring government property at the most competitive price—in other words, to prevent unfair advantage. *See* Office of the Attorney General, Official Opinion No. 95-10, 1995 WL 236696 (Mar. 2, 1995).

Federal Regulation Exemption – International Traffic in Arms Regulations

41. Pursuant to Section 28 of the Arms Export Control Act, 22 U.S.C. § 2778, the federal International Traffic in Arms Regulations ("ITAR") control the export and import of defense articles and defense services. 22 C.F.R. § 120.1(a).

42. A “defense article” is any item or “technical data” designated in 22 C.F.R. § 121.1, the United States Munitions List. *Id.* § 120.6. A defense article “does not include basic marketing information on function or purpose or general system descriptions.” *Id.*

43. Certain types of rockets and space launch vehicles are identified as “defense articles” on the United States Munitions List. *Id.* § 121.1.

44. “Technical data” means information “which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles.” *Id.* § 120.10(a)(1). Technical data also includes information in the form of “blueprints, drawings, photographs, plans, instruction or documentation.” *Id.*

45. Technical data “does not include information concerning general scientific, mathematical, or engineering principles commonly taught in schools, colleges, and universities, or information in the public domain” or certain types of telemetry data. *Id.* § 120.10(b). It also does not include marketing information on function or purpose or general system descriptions of defense articles. *Id.*

46. “Defense service” means providing assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles; the furnishing to foreign persons of any technical data, whether in the United States or abroad; or military training of foreign units and forces. *Id.* § 120.9.

47. ITAR prohibits the export, temporary import, or brokering of a specific defense article (including technical data) or defense service without first obtaining a federal license or other federal approval. *See, e.g., id.* §§ 120.20, 123.1, 125.2, 125.3.

48. ITAR defines “export” as, *inter alia*, shipping or transmitting a defense article out of the United States; releasing or otherwise transferring technical data to a foreign person in the United States; performing a defense service on behalf of, or for the benefit of, a foreign person, whether in the United States or abroad. *Id.* § 120.17.

49. The Missile Technology Control Regime (“MTCR”) is a policy statement among the United States, the United Kingdom, the Federal Republic of Germany, France, Italy, Canada, and Japan, announced on April 16, 1987, to restrict sensitive missile-relevant transfers based on the MTCR Annex. *Id.* § 120.29.¹ The MTCR is not a federal statute or regulation.

50. Under GORA, agencies may withhold public records that are “specifically required by federal statute or regulation to be kept confidential.” O.C.G.A. § 50-18-72(a)(1) [hereinafter the “Federal Regulation Exemption”].

51. Information “specifically required by [ITAR] to be kept confidential” includes the following:

- a. Information obtained for the purpose of consideration of, or concerning, license applications, unless the release of such information is determined by the Secretary to be in the national interest, 22 C.F.R. § 126.10(b), and
- b. Confidential business information, 22 C.F.R. §§ 126.10(a) and (c); 130.15; 171.12.

52. Though not expressly stated, ITAR also requires certain forms of “technical data” to be kept confidential from foreign persons unless the exporter has a license. *See, e.g., id.* §§ 120.20, 123.1, 125.2, 125.3.

53. The MTCR does not specifically require any information to be kept confidential.

¹ *See also* U.S. Department of State, MTCR Frequently Asked Questions, <https://www.state.gov/t/isn/rls/fs/2017/266847.htm> (Jan. 20, 2017).

FACTUAL BACKGROUND

The Proposed Spaceport

54. Defendant Camden County seeks to operate a commercial spaceport, called Spaceport Camden, on the south Georgia coast at a site bordered by tidal creeks, salt marsh, and the Satilla River.

55. Orbital and sub-orbital rockets would be launched from the proposed spaceport eastward over populated areas, including the Intracoastal Waterway, Little Cumberland Island, and portions of Cumberland Island.

56. The proposed spaceport also contemplates first-stage landings, where the first stage of rockets would attempt to land on a barge in the ocean or on a landing pad on the western side of the proposed spaceport site.

57. Camden County would own and operate the spaceport, while privately owned space flight companies would contract with the County to launch their own rockets from the spaceport.

58. People frequently are present in the waters surrounding the proposed spaceport, whether they are fishing, boating, or traveling along the Intracoastal Waterway.

59. Families live on Little Cumberland Island and Cumberland Island, directly beneath the anticipated flight path of rockets launched from the proposed spaceport. Some of these families are permanent residents; others live in their homes part-time throughout the year.

60. Family campgrounds at Cumberland Island National Seashore and Wilderness Area also lie directly beneath or adjacent to the anticipated flight path of rockets launched from the proposed spaceport.

61. Neighborhoods on the mainland are located within a few miles south and southwest of the proposed spaceport site. These neighborhoods are located closer to the proposed landing pad for returning first-stage rockets than they are to the launch pad.

62. Defendant Camden County does not own either of the two properties that comprise the proposed spaceport site.

63. Upon information and belief, Union Carbide Corporation (“Union Carbide”) owns one of these properties, and Bayer CropScience (“Bayer”) owns the second property.

64. In June 2015, Defendant Camden County entered into an option agreement to purchase a portion of the Union Carbide property for the proposed spaceport. The option period was set to expire in June 2017 and contemplated a one-year extension through June 2018. Under this agreement, the County would not purchase the property unless and until it obtained the license from the FAA to operate the proposed spaceport. An unsigned and redacted copy of this agreement is attached as Exhibit 1.²

65. Plaintiff One Hundred Miles is unaware if Defendant Camden County extended the option period to purchase the Union Carbide property through June 2018.

66. Plaintiff One Hundred Miles is unaware if Defendant Camden County has entered into another agreement to purchase the Union Carbide property or if the County has purchased the Union Carbide property.

67. Upon information and belief, Defendant Camden County has not purchased or signed any agreement to purchase the Bayer property for the proposed spaceport.

68. The Union Carbide property is subject to a state-issued hazardous waste permit and contains a closed hazardous waste landfill.

² Defendant Camden County has not made a signed, full copy of the purchase option agreement publicly available.

69. Both the Union Carbide and Bayer properties are contaminated and may contain unexploded ordnance in certain areas from prior munitions manufacturing and testing activities on the properties.

The FAA Licensing Process

70. In order to operate a commercial spaceport, Defendant Camden County must first obtain a Launch Site Operator License (“LSOL”) from the FAA. 14 C.F.R. Part 420.

71. Before determining whether to issue an LSOL, the FAA must conduct policy, location, safety, and environmental reviews. Successful completion of these reviews does not guarantee that the FAA will issue an LSOL.³

72. The policy review is a review to determine whether the potential exists to affect United States national security, foreign policy interests, or international obligations. The launch site location review requires the applicant, Camden County, to demonstrate that a launch vehicle can be flown safely from the site. The safety review requires Camden County to demonstrate an understanding of the hazards of operating a commercial spaceport and to explain how operations will be performed safely. The environmental review is conducted by the FAA under the National Environmental Policy Act (“NEPA”) and examines the environmental impacts of the proposed project as well as alternatives to the proposed project.⁴

73. As part of the launch site location review, Camden County must define a flight corridor that includes the “impact dispersion area,” the area that could be impacted by certain types of debris from a launch failure, and an “overflight exclusion zone,” the area that must remain clear of the public during rocket launches. 14 C.F.R. §§ 420.23, 420.5.

³ Federal Aviation Administration, Licensing Permitting Poster, https://www.faa.gov/about/office_org/headquarters_offices/ast/environmental/nepa_docs/review/documents_progress/camden_spaceport/media/Licensing_Permitting_Poster_low_508.pdf.

⁴ *Id.*

74. If the flight corridor or impact dispersion area defined by § 420.23 contains a populated area, Camden County must also perform a risk analysis, which is an estimate of the casualty expectation associated with the flight corridor or impact dispersion area. *Id.* § 420.25(a). The FAA will not approve the location of the spaceport if the estimated casualty expectation exceeds 1×10^{-4} . *Id.* § 420.25(b).

75. The analyses required for the launch site location review for proposed Spaceport Camden likely contain or relied upon critical information currently unavailable to the public, including but not limited to the following:

- a. Rocket launch failure rates;
- b. Anticipated areas where rockets or debris would fall in the event of a failure or malfunction, both during launches and first-stage landings;
- c. Those areas which are at greatest risk of harm, including residential areas on Little Cumberland Island and Cumberland Island, tidal creeks, and shipping lanes;
- d. Estimates of the scope of fire damage that would be inflicted upon coastal resources in the flight path, such as the densely vegetated Cumberland Island National Seashore and Wilderness Area;
- e. Estimates of the scope of damage that nearby fisheries, salt marshes, and waterways like the Satilla River and Intracoastal Waterway would suffer; and
- f. Estimates of human fatalities in the surrounding areas from catastrophic launch failures and crash landings.

Camden County's Consultants for the Proposed Spaceport

76. Defendant Camden County hired Defendant NelsonCFO as the overall project manager for the proposed spaceport, to oversee the LSOL application process, and to oversee the

required environmental review process under NEPA. A fair and accurate copy of the January 8, 2019 professional services agreement between NelsonCFO and Camden County is attached as Exhibit 2.

77. Defendant NelsonCFO currently receives a monthly retainer of either \$11,000 or \$13,500 from Camden County for spaceport-related services, as well as additional sums for extra hours, expenses, and pass-through payments to subcontractors.

78. Defendant NelsonCFO's founder and primary employee, Andrew Nelson, has testified before the Georgia General Assembly on Defendant Camden County's behalf, has attended and participated in public hearings in Georgia related to the proposed spaceport, and has communicated with state agencies about the proposed spaceport.

79. Defendant Camden County directed Defendant NelsonCFO to contract with Defendant Aerospace "to perform certain risk analysis, modeling and simulation suitable for use" in the County's LSOL application to be submitted to the FAA, including the following tasks with fixed prices:

- a. Initial trajectory model development and analysis – \$25,230;
- b. Subsequent trajectory analyses – \$2,728 and \$10,092;
- c. Launch vehicle trajectory development – \$2,728; and
- d. Full project report (phases 1-7, and 11) – \$30,000.⁵

80. Upon information and belief, Defendant Aerospace has performed the above-mentioned tasks, which include the analyses required for the launch site location review for Camden County or on its behalf.

81. According to Defendant Camden County's spaceport blog, the County "contracted with The Aerospace Corporation, a private company that utilizes using [sic]

⁵ Exhibit 2 at Annex C.

specialized algorithms and models to performs [sic] various safety related analyses including calculating the OEZ [overflight exclusion zone] areas.” A fair and accurate printout of this blog post is attached as Exhibit 3.⁶

82. According to the blog, for “Spaceport Camden, The Aerospace Corporation calculated the flight corridor and OEZ pursuant to the quantitative requirements of 14 CFR 420.23(a)(1) and (2).” “The Aerospace Corporation was further tasked to perform the safety analysis required for launch operators under 14 CFR 417 to ensure the safety of the public and that future customers could reasonably obtain a launch license from Spaceport Camden.”

83. In various public settings, including public hearings about the proposed spaceport and in testimony before state legislative committees, Defendant NelsonCFO and Defendant Camden County have referred to various analyses performed by Defendant Aerospace as the “hazard study,” the “hazard analysis,” the “safety analysis,” and/or the “risk analysis” in both their singular and plural forms.

The Hazard Analysis GORA Requests

84. On March 24, 2016, Plaintiff One Hundred Miles sent an open records request to Camden County via email, seeking access to “any and all information regarding the preparation of a hazard study concerning the Spaceport Camden project.” The request also asked for “contact information, meetings, communications, letters, solicitations, offers, proposals, contracts, documents, scope of work descriptions, deliverables, emails, and records of telephone conversations between Camden County and/or the county’s agents and representatives from the Aerospace Corporation.” A fair and accurate copy of the March 24, 2016 GORA request is embedded in the County’s response letter described below and attached as Exhibit 4.

⁶ Spaceport Camden Blog, “The ABCs of OEZs: Understanding Spaceport Camden’s Safety Criteria,” May 14, 2018, <https://spaceportcamdenblog.com/2018/05/14/the-abcs-of-oezs-understanding-spaceport-camdens-safety-criteria/> (last visited Feb. 6, 2019).

85. On March 29, 2016, Defendant Camden County refused to provide access to each and every public record requested, asserting that the public records were exempt from disclosure under the Real-Estate Exemption, O.C.G.A. § 50-18-72(a)(9), because the records were engineering or feasibility estimates. A fair and accurate copy of the County's March 29, 2016 letter is attached as Exhibit 4.

86. On April 1, 2016, legal counsel for One Hundred Miles disputed Camden County's contention that the Real-Estate Exemption applied to the hazard study and other requested records and urged the County to produce the responsive documents. A fair and accurate copy of this April 1, 2016 letter is attached as Exhibit 5.

87. On April 4, 2016, Camden County responded and maintained its earlier position, contending that the "information sought in the request would reveal data protected as engineering or feasibility estimates with respect to the eventual use of the property as a spaceport if successfully acquired." A fair and accurate copy of the County's April 4, 2016 letter is attached as Exhibit 6.

88. On May 11, 2016, One Hundred Miles⁷ sent another letter to Camden County, again disagreeing with the County's interpretation of the Real-Estate Exemption and requesting that any engineering or feasibility estimates (cost estimates) for the spaceport be redacted, if such estimates existed and were responsive to the request. One Hundred Miles requested all other portions of the records be produced. A fair and accurate copy of this May 11, 2016 letter is attached as Exhibit 7.

89. On May 23, 2016, Camden County sent another letter and asserted that "[a]ny calculations prepared by The Aerospace Corporation as a subcontractor to NelsonCFO, Inc. that

⁷ Any letters sent to Defendant Camden County by the Southern Environmental Law Center were sent on One Hundred Miles's behalf. This Complaint simply will refer to such letters as being sent by One Hundred Miles for simplicity and ease of reference.

are engineering or feasibility estimates to be used in making a decision to purchase real estate remain excepted from disclosure.” A fair and accurate copy of the County’s May 23, 2016 letter is attached as Exhibit 8.

90. Thereafter, Camden County representatives and NelsonCFO began telling One Hundred Miles and the public that the draft Environmental Impact Statement (“draft EIS”), which was being prepared to satisfy the environmental review requirement, would contain the public safety and environmental information being requested.

91. As a result of that promise, One Hundred Miles decided to temporarily stop requesting public safety and environmental records from the County and see if the draft EIS provided the information sought.

92. The FAA released the draft EIS on March 8, 2018.

93. According to the draft EIS, the probability of a launch failure at the proposed spaceport is between 2.6 to 6 percent.⁸ Launch failures typically occur: (1) at the launch pad soon after ignition, (2) after the rocket is in flight, or (3) during the return flight or at the landing site for first-stage landings.⁹

94. According to the draft EIS, vehicle debris from explosions at the launch pad would be expected to be confined to the launch site, but debris from explosions during the other scenarios “would be expected to impact within the launch site boundary, or on land or in water within the hazard area.”¹⁰

95. The draft EIS does not identify the geographic limits of this “hazard area.”

⁸ Federal Aviation Administration, Draft Spaceport Camden Environmental Impact Statement, at 2-34 (March 2018), *available at* https://www.faa.gov/about/office_org/headquarters_offices/ast/environmental/nepa_docs/review/documents_progress/camden_spaceport/media/20180307_spaceport_camden_draft_eis_-_vol_1.pdf.

⁹ *Id.*

¹⁰ *Id.* at 2-34 to 2-35.

96. The term “hazard area” is not defined in the FAA regulations for commercial spaceport licensing. *See generally* 14 C.F.R. Part 420.

97. The draft EIS does not explain how much debris could land in this hazard area, how large the individual pieces of debris could be, or how the debris would impact homes, structures, and the environment.

98. The draft EIS does not provide the public safety and environmental information that One Hundred Miles seeks.

99. Therefore, on March 19, 2018, One Hundred Miles sent Camden County a renewed request for the hazard analysis for the spaceport, any drafts of the analysis, and all other public records discussing the hazard analysis. A fair and accurate copy of One Hundred Miles’s March 19, 2018 letter is attached as Exhibit 9.

100. On March 22, 2018, Camden County argued, again, that the information sought in the request would reveal data protected as engineering or feasibility estimates with respect to the eventual use of the property as a spaceport if successfully acquired. The County also claimed it did not have the requested records in its possession. A fair and accurate copy of the County’s March 22, 2018 letter is attached as Exhibit 10.

101. One Hundred Miles responded on March 28, 2018, stating that Camden County had a duty to obtain and provide any public records relating to the hazard analysis that NelsonCFO or Aerospace had in their possession. One Hundred Miles also stated that the hazard analysis is not related to the acquisition of real property, but rather, it is related to the acquisition of a federal license to operate a commercial spaceport. A fair and accurate copy of the March 28, 2018 letter is attached as Exhibit 11.

102. Camden County did not respond to One Hundred Miles’s March 28, 2018 letter.

103. On October 16, 2018, One Hundred Miles sent yet another GORA request to Camden County, expressing hope that the parties could reach a mutually agreeable process by which One Hundred Miles could obtain the information it seeks or portions thereof. A fair and accurate copy of this October 16, 2018 GORA request is attached as Exhibit 12.¹¹

104. The October 16, 2018 request attempted to clarify the information One Hundred Miles seeks. The letter asked for human casualty expectations, maps showing the areal extent of debris from rocket explosions, and certain data, assumptions, and inputs used in calculations (such as the number of people estimated to be on Little Cumberland Island and Cumberland Island during launches). One Hundred Miles asked for the information sought by 14 C.F.R. § 420.25, as well as a hazard analysis, risk analysis, or other labeled document containing similar types of information. One Hundred Miles also requested all correspondence relating to the records described above, including correspondence sent by or received from Andrew Nelson, Aerospace, or other consultants or agents.

105. Camden County responded on October 30, 2018 and asserted that the Real-Estate Exemption applied to the risk analysis. In addition, for the first time, the County argued that the federal International Traffic in Arms Regulations (“ITAR”) and the Missile Technology Control Regime (“MTCR”) prohibited the public release of the information One Hundred Miles seeks. A fair and accurate copy of the October 30, 2018 letter is attached as Exhibit 13.

106. On November 16, 2018, One Hundred Miles again clarified its open records request, based on the County’s narrow focus on the term “risk analysis.” One Hundred Miles requested the following public records:

¹¹ To save space, Exhibit 12 does not include the enclosure, which is a copy of the March 28, 2018 letter from One Hundred Miles attached as Exhibit 11.

a. Any and all public records prepared by Camden County, for Camden County, or on the County's behalf to meet the "launch site location review—risk analysis" requirements set forth in 14 C.F.R. § 420.25, regardless of how those records are labeled or who prepared them.

i. All data, inputs, or assumptions used to "estimate the casualty expectation associated with the flight corridor or impact dispersion area," *id.* § 420.25(a), with the exception of "technical data" as that term is specifically defined in the International Traffic in Arms Regulations (ITAR).

b. Any and all public records prepared for Camden County or on the County's behalf by The Aerospace Corporation, *including but not limited to* the information referenced by Andrew Nelson in an attached email string (Att. A), and in the May 14, 2018 blog post, "The ABCs of OEZs: Understanding Spaceport Camden's Safety Criteria" on the Spaceport Camden Blog (Att. B): the flight corridor calculation(s), the overflight exclusion zone calculation(s), the land hazard area analyses, and all written materials related to those calculations/analyses.

ii. All data, inputs, and assumptions used in the calculations/analyses, with the exception of "technical data" as that term is specifically defined in ITAR.

c. To the extent that any person, corporation, or entity other than The Aerospace Corporation has calculated the overflight exclusion zone, land hazard areas, and flight corridors for the proposed spaceport, all documents prepared by that person, corporation, or entity related to those calculations, including inputs, data, and assumptions not classified as "technical data" under ITAR.

d. Any impact dispersion diagrams, impact dispersion areas, impact dispersion maps, the debris dispersion radius, expected casualty calculations for downrange populations, diagrams indicating potential flight corridors for rockets launched from the proposed spaceport, and the effective casualty area for the proposed spaceport.

e. Any map or diagram showing where debris from a launch site accident at the proposed spaceport may land.

f. Any and all correspondence, including emails, memoranda, and letters that discuss, mention, or relate to any of the documents listed above.

iii. Including correspondence sent from or received by Andrew Nelson, employees of The Aerospace Corporation, Steve Howard, Camden County Commissioners, other Camden County employees, and any other consultants or agents working for Camden County or on the County's behalf.

A fair and accurate copy of One Hundred Miles's November 16, 2018 letter is attached as Exhibit 14.

107. On November 28, 2018, Camden County responded via email, saying it was having "difficulty in assembling a response to some items that [One Hundred Miles] referenced in [the] letter of 11/16." The County requested until December 10, 2018 to fully respond. A fair and accurate copy of the November 28, 2018 email is attached as Exhibit 15.

108. The same day, One Hundred Miles declined to grant that request and instead asked Camden County to state whether it intended to provide access to the public records. A fair and accurate copy of this response is attached as Exhibit 16.

109. On December 11, 2018, Camden County responded that it was standing by its earlier position. It contended that the Georgia Attorney General's office had examined the Real Exemption previously and had found it to be a valid temporary exemption. The County further asserted that Aerospace had physical possession of the requested documents, that ITAR prohibited the release of those documents, and that the County was deferring to the FAA or the outcome of federal district court litigation on a parallel FOIA suit involving the FAA. A fair and accurate copy of the County's December 11, 2018 response is attached as Exhibit 17.

110. The Georgia Attorney General's ("AG") office has reviewed the Real-Estate Exemption relating to the proposed spaceport on behalf of two individuals not party to this lawsuit. Contrary to Camden County's stated position, the AG's office did not find that the Real-Estate Exemption was a valid exemption for the hazard analysis. Rather, the AG's office stated that it had not seen the hazard analysis and could not offer an opinion on whether the requested records actually fell within the exemption. The AG's office noted that GORA has a private right of action, and such an action, which may include an *in camera* inspection of the withheld records by a judge, may be an option to explore to determine whether the hazard analysis was properly withheld. A fair and accurate copy of the AG's letter to Kevin Lang is attached as Exhibit 18.

111. On October 15, 2018, the Southern Environmental Law Center filed a suit on its own behalf against the FAA in federal district court for violations of the federal Freedom of Information Act ("FOIA") relating to the proposed spaceport. None of the parties in this action are parties to that federal case. The federal FOIA action centers around public records related to the preparation of the draft EIS for the proposed spaceport, not the records being sought here.¹²

¹² While SELC also sought the hazard analysis from the FAA, the U.S. Attorney working on the federal FOIA case has stated that the FAA did not have any copies or excerpts of the hazard analysis as of the end of 2018.

112. Defendant Camden County has not provided any of the public records requested by One Hundred Miles in the GORA requests described above, collectively referred to as the “Hazard Analysis GORA Requests.”

Open Records Request to Defendant NelsonCFO

113. In a final attempt to gain access to public records concerning public safety and environmental risks from spaceport operations without resorting to litigation, One Hundred Miles decided to send open records requests to Camden County’s contractors.

114. On January 4, 2019, One Hundred Miles sent an open records request to NelsonCFO, seeking all of the following public records:

- a. Each of the analyses and calculations mentioned in an attached email chain (Exh. A) and the attached Spaceport Camden Blog post, “The ABCs of OEZs: Understanding Spaceport Camden’s Safety Criteria” (Exh. B), including all documents, data, inputs, and assumptions used or relied on in those analyses and calculations;
- b. Any and all public records prepared for or on behalf of Camden County to meet the “launch site location review—risk analysis” requirements set forth in 14 C.F.R. § 420.25, regardless of how those records are labeled, including all documents, data, inputs, and assumptions used to “estimate the casualty expectation associated with the flight corridor or impact dispersion area;”
- c. Any impact dispersion diagrams, impact dispersion areas, impact dispersion maps, the debris dispersion radius, expected casualty calculations for downrange populations, diagrams indicating potential flight corridors for launch vehicles, and the effective casualty area for the proposed spaceport;

d. Any map or diagram or written description showing where debris from a launch site accident at the proposed spaceport could land; and

e. All communications, including emails and text messages, sent between you, Camden County officials, The Aerospace Corporation employees, and/or other subcontractors or consultants regarding any of the above-mentioned public records.

A fair and accurate copy of the January 4, 2019 GORA request to NelsonCFO is attached as Exhibit 19.¹³

115. On January 15, 2019, NelsonCFO responded and raised the same exemptions previously raised by Camden County, including the Real-Estate Exemption and the Federal Regulation Exemption (ITAR and the MTCR). He also asserted that Defendant Aerospace's work product contains trade secrets. A fair and accurate copy of NelsonCFO's email response is attached as Exhibit 20.

116. NelsonCFO has not made any of the requested public records or portions of such records publicly available.

Open Records Request to Defendant Aerospace

117. On January 2, 2019, Plaintiff One Hundred Miles sent an open records request to Defendant Aerospace, seeking access to all public records in Aerospace's possession that relate to the proposed spaceport in Camden County, including but not limited to the following public records:

a. Aerospace's analyses and calculations mentioned in an attached blog post from the Spaceport Camden Blog, "The ABCs of OEZs: Understanding Spaceport

¹³ To save space, Exhibit 19 does not include the enclosures, which are the same enclosures attached to Exhibit 14 of this Complaint. See Exhibit 14 to view the enclosures to Exhibit 19.

Camden's Safety Criteria" (Exh. A), including all data, inputs, and assumptions used or relied on in those analyses and calculations;

b. All other public records prepared for or on behalf of Camden County by Aerospace relating to Spaceport Camden, including but not limited to documents, letters, notes, assessments, analyses, memoranda, exhibits, maps, and diagrams;

c. All public records received by Aerospace and sent from Camden County or Andrew Nelson relating to Spaceport Camden;

d. All contracts, professional services agreements, and scope of work documents establishing the terms and conditions of Aerospace's work on behalf of Camden County relating to Spaceport Camden;

e. All emails sent between Aerospace and Camden County officials and staff, including but not limited to Steve Howard, Shawn Boatright, John Myers, Katie Bishop, Lannie Brant, Chuck Clark, Jimmy Starline, Gary Blount, and Ben Casey, relating to Spaceport Camden;

f. All emails sent between Aerospace and Andrew Nelson relating to Spaceport Camden;

g. All internal emails sent among Aerospace employees relating to work performed for or on behalf of Camden County for Spaceport Camden; and

h. Any and all communications, including emails, between Aerospace and the FAA relating to Spaceport Camden, to the extent that Aerospace was communicating with the FAA for or on behalf of Camden County.

A fair and accurate copy of the January 2, 2019 GORA request to Aerospace is attached as Exhibit 21.

118. Aerospace responded on January 15, 2019. It asserted that it does not possess public records in association with Camden County related to the proposed spaceport. It stated it was neither an “agency” nor maintaining “public records” for an agency. Aerospace further stated that it did not contract with or produce documents on behalf of Camden County. A fair and accurate copy of Aerospace’s January 15, 2019 response letter is attached as Exhibit 22.

119. On January 29, 2019, the undersigned legal counsel for One Hundred Miles called Aerospace’s attorney, John Ozkibas, to discuss the open records request and response. During that telephone conversation, Mr. Ozkibas stated that Aerospace had contracted with NelsonCFO, not Camden County, to perform analyses related to the proposed spaceport. Aerospace’s interpretation of the law is that it is not subject to GORA because it is a private entity and has not produced any documents for or on behalf of Camden County.

120. Aerospace has not made any of the requested public records or portions of such records publicly available.

Final GORA Request – Launch Site Operator License Application

121. On January 29, 2019, Camden County announced that it had formally submitted its application for an LSOL to the FAA.

122. That same day, One Hundred Miles sent Camden County an open records request for a copy of the LSOL application and all documents used or relied upon to prepare that application. A fair and accurate copy of One Hundred Miles’s January 29, 2019 GORA request is attached as Exhibit 23.

123. On January 30, 2019, Camden County acknowledged the request and noted that “this document” will require inspection for possible redaction. Camden County also stated that there may be costs associated with the request, and once determined, costs would be sent to One

Hundred Miles for review and acceptance before the work is performed. Camden County did not address the other public records requested. A fair and accurate copy of the County's acknowledgement email is attached as Exhibit 24.

124. On February 6, 2019, Camden County sent a follow-up email stating that, upon further review, "the document requested" is exempt from disclosure under O.C.G.A. § 50-18-72(a)(9), the Real-Estate Exemption. Camden County did not identify any GORA exemptions that apply to the other public records requested by One Hundred Miles in its January 29, 2019 request. A fair and accurate copy of the County's second email is attached as Exhibit 25.

125. Camden County has not made the LSOL application publicly available.

126. Camden County has not made any documents that were used or relied on to prepare the LSOL application publicly available.

CLAIMS FOR RELIEF

COUNT ONE:

(Improper Withholding of Public Records Responsive to the Hazard Analysis GORA Requests by Defendant Camden County)

127. Plaintiff One Hundred Miles incorporates by reference all preceding paragraphs.

128. The records sought by the Hazard Analysis GORA Requests are public records.

129. The public records sought by the Hazard Analysis GORA Requests are not exempt from disclosure under Georgia or federal law.

130. Defendant Camden County has prepared and maintained or received the public records sought by One Hundred Miles's Hazard Analysis GORA Requests.

131. The public records sought address matters of compelling public interest.

132. None of the public records sought in the Hazard Analysis GORA Requests are “[r]eal estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property.” O.C.G.A. § 50-18-72(a)(9).

133. To the extent that Camden County has released any of the requested records to the FAA, a third party not involved in the real estate transaction for the proposed spaceport, the County has waived the Real-Estate Exemption.

134. None of the public records sought in the Hazard Analysis GORA Requests contain “technical data” or other information that may be prohibited from disclosure pursuant to ITAR and, consequently, the Federal Regulation Exemption. *Id.* § 50-18-72(a)(1).

135. Plaintiff One Hundred Miles is not a foreign person or entity, nor does it intend to export information about the proposed spaceport.

136. The MTCR is not a binding federal statute or regulation and does not prohibit the disclosure of the public records sought in the hazard analysis requests.

137. Defendant Camden County’s refusal to give access to the public records sought in the Hazard Analysis GORA Requests lacks substantial justification and violates GORA.

138. By failing to provide access to these public records, Camden County has denied One Hundred Miles’s right to this information.

139. Unless enjoined by this Court, Camden County will continue to violate One Hundred Miles’s legal right to access the public records responsive to its Hazard Analysis GORA Requests.

140. One Hundred Miles is directly and adversely affected and aggrieved by Camden County’s failure to provide access to the public records as described above.

COUNT TWO:
(Improper Withholding of Public Records by Defendant NelsonCFO)

141. Plaintiff One Hundred Miles incorporates by reference all preceding paragraphs.

142. The records sought by One Hundred Miles in its request to Defendant NelsonCFO are public records.

143. The records sought by One Hundred Miles in its request to NelsonCFO are not exempt from disclosure under Georgia or federal law.

144. Defendant NelsonCFO has prepared and maintained or received the public records that are sought by One Hundred Miles.

145. The public records that are in the hands of NelsonCFO were prepared and maintained or received in the performance of a service or function for or on behalf of Camden County, which is an agency of the state.

146. None of the records sought are “[r]eal estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property.” O.C.G.A. § 50-18-72(a)(9).

147. To the extent, if any, that NelsonCFO has shared the requested records with the FAA or other third parties, it has waived the Real-Estate Exemption.

148. None of the public records sought contain “technical data” or other information that may be prohibited from disclosure pursuant to ITAR and, consequently, the Federal Regulation Exemption. *Id.* § 50-18-72(a)(1).

149. The MTCR is not a binding federal statute or regulation and does not prohibit the disclosure of the public records sought in One Hundred Mile’s request to NelsonCFO.

150. Defendant NelsonCFO’s failure to produce the public records requested lacks substantial justification and violates GORA.

151. By failing to provide One Hundred Miles with all responsive records, NelsonCFO has denied One Hundred Miles's legal right to this information.

152. Unless enjoined by the Court, NelsonCFO will continue to violate One Hundred Miles's legal right to access the public records responsive to its GORA request.

153. One Hundred Miles is directly and adversely affected and aggrieved by NelsonCFO's failure to provide the public records as described above.

**COUNT THREE:
(Improper Withholding of Public Records by Defendant Aerospace)**

154. Plaintiff One Hundred Miles incorporates by reference all preceding paragraphs.

155. The records sought by One Hundred Miles in its request to Defendant Aerospace are public records.

156. The records sought by One Hundred Miles in its request to Aerospace are not exempt from disclosure under Georgia or federal law.

157. Defendant Aerospace has prepared and maintained or received the public records that are sought by One Hundred Miles.

158. The public records that are in the hands of Aerospace were prepared and maintained or received in the performance of a service or function for or on behalf of Camden County, which is an agency of the state.

159. Defendant Aerospace's failure to provide the public records sought by One Hundred Miles lacks substantial justification and violates GORA.

160. By failing to provide One Hundred Miles with responsive records, Aerospace has denied One Hundred Miles's legal right to this information.

161. Unless enjoined by the Court, Aerospace will continue to violate One Hundred Miles's legal right to access the public records responsive to its GORA request.

162. One Hundred Miles is directly and adversely affected and aggrieved by Aerospace's failure to provide access to responsive public records to One Hundred Miles's GORA request as described above.

**COUNT FOUR:
(Improper Withholding of Public Records Responsive to the LSOL Application Request by
Defendant Camden County)**

163. Plaintiff One Hundred Miles incorporates by reference all preceding paragraphs.

164. The records sought by the LSOL application request are public records.

165. The public records sought by the LSOL application request are not exempt from disclosure under Georgia or federal law.

166. Defendant Camden County has prepared and maintained or received the public records sought by One Hundred Miles's LSOL application request.

167. The public records sought address matters of compelling public interest.

168. Defendant Camden County has violated GORA by failing to provide One Hundred Miles with the LSOL application and related documents as provided by law under GORA.

169. None of the records sought by the LSOL application request are "[r]eal estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property." O.C.G.A. § 50-18-72(a)(9).

170. By submitting the LSOL application to the FAA, which is a third party not involved in the acquisition of real estate, Camden County has waived the Real-Estate Exemption.

171. By failing to provide One Hundred Miles with the responsive public records, Camden County has denied One Hundred Miles's legal right to this information.

172. Unless enjoined by the Court, Camden County will continue to violate One Hundred Miles's legal right to access the public records responsive to its GORA request.

173. One Hundred Miles is directly and adversely affected and aggrieved by Camden County's failure to provide access to responsive public records to One Hundred Miles's GORA request as described above.

PRAYER FOR RELIEF

WHEREFORE, with respect to Counts One through Four, Plaintiff One Hundred Miles respectfully requests that this Court:

- i. Declare that Defendants Camden County, NelsonCFO, and Aerospace have violated and are continuing to violate GORA by improperly withholding documents that are responsive to One Hundred Miles's requests;
- ii. Declare that Defendants Camden County, NelsonCFO, and Aerospace lack substantial justification for withholding every single page of every single public record requested by Plaintiff One Hundred Miles;
- iii. Declare that Defendants Camden County's, NelsonCFO's, and Aerospace's claimed exemptions under GORA do not apply to the records requested by One Hundred Miles;
- iv. Establish a schedule for the production of all non-exempt, responsive public records to One Hundred Miles without further delay;
- v. To the extent, if any, this Court finds that any public records or portions thereof are exempt under GORA, require Defendants Camden County, NelsonCFO, and Aerospace to withhold or redact only those records or portions thereof;

- vi. Award Plaintiff One Hundred Miles its reasonable attorneys' fees and costs pursuant to O.C.G.A. § 50-18-73(b); and
- vii. Grant any other relief the Court deems just and proper.

Respectfully submitted, this 19th day of February, 2019.

/s/ April S. Lipscomb
April S. Lipscomb
Ga. Bar No. 884175
Southern Environmental Law Center
10 10th Street NW, Suite 1050
Atlanta, GA 30309
(404) 521-9900 (office)
(404) 52109909 (fax)
alipscomb@selcga.org

Counsel for Plaintiff One Hundred Miles

Exhibit 1

OPTION AGREEMENT

This Option Agreement (the "Agreement"), dated as of June __, 2015, by and between **Union Carbide Corporation**, a New York corporation, with offices at 1254 Enclave Parkway, Houston, Texas 77077 ("**Grantor**"), and **Camden County**, a political subdivision of the State of Georgia, by and through the Camden County Board of Commissioners, with offices at 200 East 4th Street, Woodbine, GA 31569 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of those certain tracts or parcels of real property located in Woodbine, an unincorporated area in the County of Camden, State of Georgia, containing about 4011.54 acres, more or less (the "**Site**"), as shown on the drawing, map, or survey plat in **Exhibit A-1**, and as more fully described by metes and bounds in **Exhibit A-2**, both such Exhibits being attached hereto, incorporated herein, and hereby made a part hereof; and

WHEREAS, the Site is subject to that certain Hazardous Waste Facility Permit No. HW-063(D) (the "**Permit**") issued by the Environmental Protection Division, Department of Natural Resources, State of Georgia ("**GA DNR**"); and

WHEREAS, the Site contains various closed Solid Waste Management Units (the "**SWMUs**"), areas of surface and subsurface munitions from a prior owner (Munitions Response Areas, or the "**MRAs**," also identified in some reports as "Munitions and Explosives of Concern Areas" or "**MEC Areas**"), and a closed hazardous waste Landfill (the "**Landfill**"), the locations of which have been previously disclosed to Grantee by Grantor through Grantor's Reports, and also appear in Grantee's Due Diligence Study and Phase I ESA pursuant to the Preliminary Agreement (as those terms are respectively defined herein below); and

WHEREAS, the Landfill cell comprises about 32.97 acres, more or less, is the subject of that certain Affidavit Disclosure Certificate dated January 26, 2011 and filed of public record with the Camden County Clerk's Office in Book 1556 at Page 00092, and receives ongoing post-closure care and corrective action by Grantor pursuant to the Permit; and

WHEREAS, Grantor's groundwater treatment system, including pipes, sparging equipment, and monitoring wells associated with the Landfill, comprises about 58.16 acres, more or less (collectively, the "**Treatment System**") and is located under and adjacent to the Landfill in a buffer area which, together with the Landfill, comprises an aggregate area of about 80.72 acres, more or less, (collectively, the "**Retained Land**"); and

WHEREAS, Grantor intends to subdivide the Site in order to exclude the Retained Land from any sale of the remainder of the Site (the

“**Subdivision**”), such remainder, exclusive of the Retained Land, to comprise about 3930.82 acres, more or less (the “**Property**”); and

WHEREAS, the Property includes about 2813 acres, more or less, of salt marsh; and

WHEREAS, the Property also includes an additional area of about 137 acres, more or less, of delineated freshwater wetlands within a larger area of about 647 acres, more or less, that is the subject of a Preliminary Jurisdictional Determination and an Expanded Preliminary Jurisdictional Determination, both dated May 13, 2011 by the Department of the Army, US Army Corps of Engineers; and

WHEREAS, the Property also includes an additional area of freshwater wetlands that has not yet been delineated and that appears on the United States Fish and Wildlife Service National Wetlands Inventory map; and

WHEREAS, all accurate acreages and final metes and bounds descriptions are to be finally determined by the Title Survey and Title Report; and

WHEREAS, any deed of sale (the “**Deed of Sale**”) of the Property to be given at any Closing (as hereinafter defined) by Grantor to Grantee or its permitted assignee will reserve access rights, as necessary in Grantor’s reasonable judgment, and subject to Grantee’s reasonable restrictions given the intended future uses of the Property, to allow for Grantor’s access to, from, and through the Property in order to approach, exit, operate, maintain, repair, and/or replace the Treatment System and the Retained Land, and to implement and/or maintain institutional and/or engineering controls on the Treatment System and the Landfill and on the SWMUs and the MRAs, and to complete additional remediation in respect of all or any of the foregoing in the event the same may be required pursuant to GA DNR or US EPA rulings or regulations; and

WHEREAS, GA DNR or US EPA may require the execution and filing by Grantor prior to, or by Grantee subsequent to, any Closing (as hereinafter defined) of a deed notice imposing additional restrictions in the form of institutional and/or engineering controls, a site management plan, or otherwise (the “**Deed Notice**”); and

WHEREAS, any such Deed Notice to be placed on the Property shall be subject to the reasonable review and consultation of Grantee so as to be reasonably compatible with Grantee’s intended future use of the Property; and

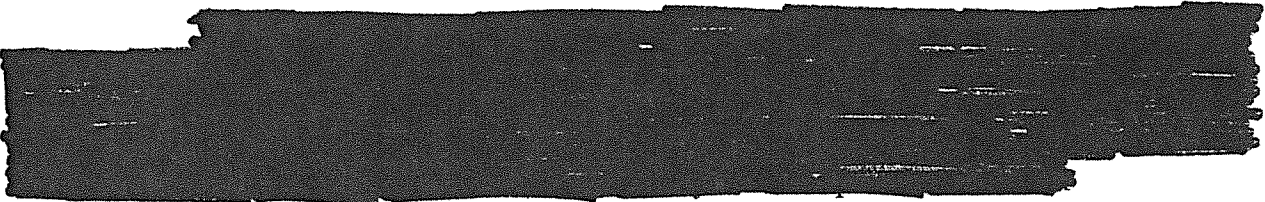
WHEREAS, prior to or at the Closing (as hereinafter defined) on the sale of the Property pursuant to this Agreement, Grantor reserves the right, but will not be obligated, to burden the Property with a conservation easement in favor of Grantor’s preferred conservation organization, the terms of which will be

negotiated with such organization by Grantor and Grantee diligently in a cooperative manner and in good faith so as to (i) further restrict the use of, and impose performance standards upon, the Property for conservation purposes such that the Property will fully qualify and conform to the requirements and procedures defined in Internal Revenue Code Section 170(h) for the benefit of Grantor, but at the same time (ii) allow for access to and from the Property, and construction, operation, maintenance, and repair of the Spaceport Project in the Spaceport Area on the Property for the benefit of Grantee and its successors and permitted assigns (as those terms are respectively herein defined) (the "Conservation Easement"); and

WHEREAS, Grantor is willing to grant, and Grantee desires to accept, the option to purchase the Property upon the terms and subject to the conditions hereinafter set forth (the "Option"), for the purpose of developing a spaceport project, including proposed Launch Areas, Landing Areas, a Control Area, and ancillary facilities (collectively, the "Spaceport Project") on a combined footprint of about 400 acres, more or less, of the Property, plus a buffer zone, all as shown in more detail on that certain conceptual site map, and described by metes and bounds, in Exhibits B-1 and B-2, respectively, attached hereto, incorporated herein, and hereby made a part hereof (collectively, the "Spaceport Area"), subject to approval of the United States Federal Aviation Administration (the "FAA") as to concept, including access roads thereto and therefrom, and consistent with the Conservation Easement as to signage and performance standards related thereto; and

WHEREAS, Grantee has heretofore entered into that certain Memorandum of Understanding with the FAA, duly executed by the FAA on May 22, 2013 and by Grantee on May 28, 2013 (the "FAA MOU"), a true copy of which is attached hereto as Exhibit C, incorporated herein, and hereby made a part hereof; and

WHEREAS, the FAA MOU provides, *inter alia*, that an Environmental Impact Statement, as defined therein (the "EIS"), will be necessary in order for Grantee to obtain FAA approval of the Spaceport Project; and



WHEREAS, pursuant to the Preliminary Agreement and as defined therein, Grantor has heretofore furnished to Grantee copies of certain environmental Reports (a list of such reports being contained in Exhibit E

hereto), including but not limited to the Permit, regarding the condition of the Property, and Grantee currently continues to conduct a **Due Diligence Study** of the Property, including but not limited to, the EIS and a Phase I Environmental Site Assessment thereof (the "**Phase I ESA**");

WHEREAS, Grantor is willing to furnish additional copies of Reports in its possession as reasonably requested by Grantee on a confidential basis, which Grantee is willing to honor; and

WHEREAS, Grantor received a letter (the "**Technical Review Letter**") dated March 25, 2015, from GA DNR, a true copy of which is attached hereto as **Exhibit F**, raising a number of technical issues relating to the SWMUs and the MRAs on the Site, and the parties intend to work cooperatively together to address such issues to GA DNR's satisfaction.

NOW THEREFORE, in consideration hereof and the mutual covenants and agreements herein contained, Grantee and Grantor hereby agree as follows:

1. GRANT AND ACCEPTANCE OF OPTION:

Subject to the terms and conditions of this Agreement and on the basis of the representations, warranties and covenants herein contained, Grantor hereby agrees to grant to Grantee, and Grantee hereby agrees to accept from Grantor, the option to purchase the Property as herein contained (the "**Option**").

2. OPTION PRICE/ PAYMENT / EXERCISE:

A. Option Period.

The duration of the Option shall commence on the date first written above, and, unless sooner terminated by Grantee or otherwise by the terms hereof, shall continue through and including the date that is two (2) calendar years thereafter (the "**Option Period**"), and shall expire the immediately following day, automatically and without need for notice by either party to the other; provided, however, that, at any time during the ninety (90) days immediately preceeding such expiration date, Grantee may extend the Option Period for one additional year on the same terms and conditions of the Option Period as provided herein (the "**Extension Period**") by (i) giving written notice thereof to Grantor and (ii) paying Grantor the additional amount of [REDACTED] in the same manner as its payment of the Option Price (as defined below and provided for herein) plus the amount of Grantor's real property taxes on the Property that would have been otherwise incurred during the Extension Period prior to its expiration or earlier exercise of the Option by Grantee

(collectively, the "Extension Period Price") (the Option Period and the Extension Period being hereinafter referred to collectively as the Option Period).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(iii) The Option Price shall be available as a credit against the Purchase Price of the Property to be taken at Closing hereunder, except if Grantee has elected to extend the Option Period into the Option Extension Period, in which

event solely the Extension Period Price shall be available as a credit against the Purchase Price of the Property to be taken at Closing hereunder.

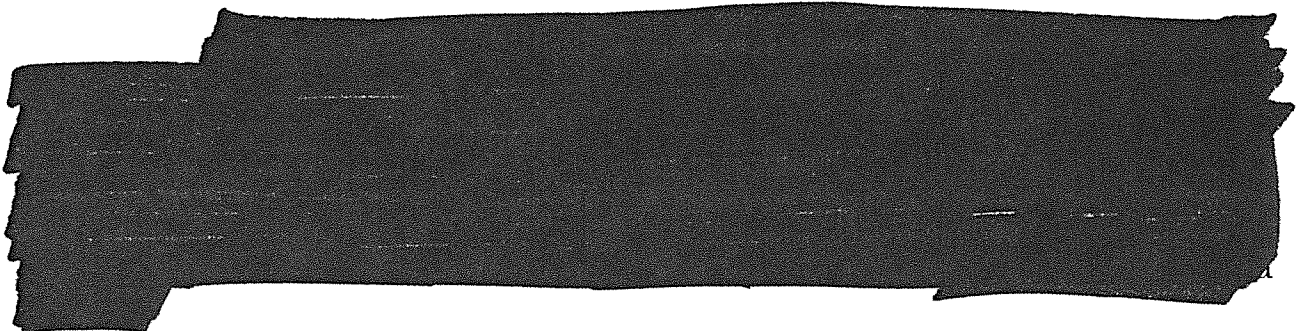
E. Exercise.

The Option may be exercised by Grantee at any time prior to expiration of the Option Period by Grantee giving written notice to Grantor of Grantee's commitment to purchase the Property upon the terms and conditions set forth in this Agreement. The parties shall proceed diligently in a cooperative manner and in good faith to close on the transaction within not more than 90 days from and after such notice is received by Grantor, or such other date as the parties may mutually agree in writing (the "Closing").

3. PURCHASE AND SALE OF PROPERTY

In addition to all other applicable terms and conditions set forth in this Agreement, the terms of purchase and sale of the Property upon exercise of the Option by the County shall be as follows:

A. Purchase Price.



B. Deed of Sale.

The Deed of Sale shall be a Limited Warranty Deed sufficient to convey all of Grantor's right, title, and interest in the Property to Grantee, with a warranty limited solely to Grantor's acts during its period of record ownership, executed and acknowledged on behalf of Grantor, and accepted on behalf of Grantee, in proper Georgia statutory form for recording, and which

- (i) is expressly subject to all matters of record, and
- (ii) is expressly subject to all conditions that an accurate survey may reveal, and

(iii) contains restrictive covenants that run with the land in perpetuity for the benefit of Grantor and of Grantor's adjacent Retained Land, as follows:

(a) to the extent an existing Environmental Covenant can be modified, as specified below, prohibiting the use of the groundwater from beneath the Property except for no more than 3 wells withdrawing groundwater from the Floridian aquifer (at least 800 feet below ground surface) and located hydrologically up-gradient from the Landfill, meaning more than 500 feet to the south or south east of the Landfill, or such other restrictions on location and depth of wells as may be agreed in writing by Grantor in its sole discretion, Grantee, and GA DNR prior to the Closing Date, and

(b) prohibiting use of the Property for residential, school, pre-school, playground, day care, playing field, recreation, hotel, motel, cooperative, condominium, time-share, leisure, hospital, nursing home, assisted living, and rehabilitation facility, and any other use including an overnight residential component; and

(iv) contains a reservation unto Grantor, its employees, agents, representatives, contractors, and consultants, and for those of GA DNR, and for those of the United State Environmental Protection Administration ("US EPA"), of a right of access, entry, egress and exit to, on, under, and from the Property as necessary in the discretion of Grantor, GA DNR, and/or US EPA, and subject to the reasonable rules and restrictions of Grantee, in order to sample, inspect, maintain, repair, remove, replace, install, and relocate monitoring wells, including but not limited to the monitoring wells existing on the Retained Land as of the Closing, on an as-needed basis, and to take such other actions, if any, on the Property as may be or become necessary or appropriate in compliance with the Permit, provided that any relocation or installation of a new well in a new location on the Property but outside of the Retained Land shall be performed by Grantor (i) after having obtained approval from the appropriate government agency when necessary, and (ii) in a manner that does not unreasonably interfere with Grantee's use of the Property, except that nothing in this subparagraph shall be construed to impair any legal authority of GA DNR or US EPA; and

(v) is expressly subject to any existing institutional controls and/or engineering controls currently imposed on the Property, except that Grantor and Grantee agree during the Option Period to cooperate in good faith and to use all commercially reasonable efforts to seek authority from GA DNR to modify the existing Environmental Covenant at Book 1562, Page 00627, to authorize the use of groundwater as provided in Paragraph 3.B(iii)(x), above; and

(vi) is expressly subject to any institutional controls and/or engineering controls that may be required as of the Closing Date by GA DNR and/or US EPA, provided that Grantee has been given a reasonable opportunity in advance to review and consult regarding the proposed institutional and/or engineering controls (and, to the extent that any institutional controls and/or engineering controls must be implemented post-Closing, the parties shall cooperate in the implementation of those controls with a view that such controls are reasonably compatible with Grantee's intended future use of the Property); and

(vii) is expressly subject to any site management plan that may be required as of the Closing Date by GA DNR and/or US EPA, provided that Grantee has been given a reasonable opportunity in advance to review and consult regarding the proposed site management plan (and, to the extent that any site management plan must be implemented post-Closing, the parties shall cooperate in the implementation of that plan with a view that such plan is reasonably compatible with Grantee's intended future use of the Property); and

(viii) is expressly subject to the Conservation Easement, provided that Grantee has been given a reasonable opportunity to review and approve in writing the proposed Conservation Easement prior to the Closing Date.

C. Post-Closing Remediation.

From and after Closing, Grantor shall make reasonable efforts:

(i) to complete the remediation required by the Permit, including with respect to currently known SWMUs on the Property, and to similarly remediate newly-discovered releases, areas of concern ("AOCs"), SWMUs, or other environmental conditions (if any) that must be reported to GA DNR under the Permit on the Property which arose from Grantor's activities prior to Closing hereunder, provided that Grantor shall not be required to conduct such remediation arising from development, operations, or activities of Grantee, its successors and permitted assigns, the Spaceport Operator, or other entity in privity with the County in purchasing, leasing, or using the Property, such as a developer, commercial airport, or other user;

(ii) to address currently known MRAs on the Property to the satisfaction of GA DNR, and to similarly address newly-discovered MRAs (if any) that must be reported to GA DNR under the Permit, which arose substantially from the activities of the owner of the Property immediately prior to Grantor's ownership thereof; and

(iii) to operate and maintain the Landfill and the Treatment System on the Retained Land.

D. Environmental Liability Allocation.

Prior to the time of the Closing hereunder, if any, Grantee will have conducted the Due Diligence Study and any additional investigation and due diligence evaluation of the Property deemed necessary by Grantee, and Grantee hereby assumes any and all liability connected therewith and hereby releases Grantor therefrom, except for (i) environmental clean-up liabilities arising from a condition which arose entirely from Grantor's activities prior to Closing, and (ii) the cost and expense of further remediation of known conditions, including the SWMUs and/or the MRAs that may be required by GA DNR ruling or regulation, the cost of remediation of which shall be the responsibility of Grantor and Grantor hereby releases Grantee therefrom (such exceptions in (i) and (ii) aforesaid being, collectively, "Excluded Cleanup Costs").

E. Environmental Insurance.

(i) During the Option Period, Grantee shall use its best commercial efforts to obtain a policy of pollution legal liability insurance (the "Environmental Insurance Policy") to cover pre-existing environmental conditions through a reputable national insurance underwriter, containing minimum terms, coverages, exclusions, deductibles or self-insured retentions, and other endorsements, that are reasonably satisfactory to Grantor and Grantee, containing the following terms and conditions to the extent available in the insurance marketplace on commercially reasonable and available terms:

(a) the policy shall have a term of no less than seven (7) years, and contain an endorsement setting forth the criteria and conditions upon which the underwriter would be willing to renew the policy on substantially equivalent terms,

(b) the policy shall have a coverage limit of no less than \$10,000,000.00, and a deductible or self-insured retention of no more than \$100,000.00 per claim,

(c) such deductible or self-insured retention shall be the sole responsibility of Grantee for payment under such policy,

(d) coverage under the policy shall include all costs, claims and demands arising from or related to:

(1) bodily injury, sickness, disease, mental anguish or emotional distress sustained by any person, including death resulting therefrom, and medical monitoring when accompanied by physical injury;

- (2) – physical injury to or destruction of tangible property of third parties including the resulting loss of use thereof;
- (3) loss of use of tangible property of third parties that has not been physically injured or destroyed;
- (4) natural resources damages;
- (5) cleanup costs (other than Excluded Cleanup Costs) associated with previously unknown environmental conditions to the extent that such cleanup costs arise or result from a governmental order or mandate pursuant to environmental law; and
- (6) all associated defense expenses.

(e) Grantee shall furnish a copy of such Environmental Insurance Policy to Grantor at or prior to Closing, bound, effective, and fully paid for by Grantee, at its sole cost and expense, and without reducing the Purchase Price.

(f) the Environmental Insurance Policy shall identify Grantee as the named insured and shall list Grantor as an additional insured.

(ii) Grantor shall reasonably cooperate with Grantee's efforts to obtain the Environmental Insurance Policy, including allowing Grantee to make the Reports available to proposed insurance underwriters on a confidential basis, together with such additional documents relating to the environmental condition of the Property as such insurance underwriters may reasonably request and as are then in the possession of Grantor.

(iii) Grantee shall make copies of the proposed Environmental Insurance Policy available to Grantor sufficiently in advance of Closing to allow a reasonable opportunity for Grantor's review thereof and comment thereon, and for the proposed insurance underwriters to address such comments to the reasonable satisfaction of Grantor and of Grantee.

F. Additional Insured

In addition to the Environmental Insurance Policy provided for above, Grantee shall cause Grantor to be named as an Additional Insured under each policy of insurance that Grantee obtains for its own benefit in connection with the Spaceport Project, and shall also use its best commercial efforts to have Grantor named as an additional insured under any policy of insurance obtained by any Spaceport Operator in which Grantee is also named as an Additional Insured.

G. Adjustments at Closing.

(i)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. OPTION RIGHTS AND OBLIGATIONS OF GRANTEE:

A. Throughout the Option Period, and at all times prior to Closing:

(i) Access and Due Diligence.

Grantee shall have a right of access to the Property at all reasonable times for any reasonable purposes, including the right to conduct additional environmental inspections and invasive testing, to conduct the EIS, and to access utilities. Grantee shall cause its Contractor(s) to enter into an Access Agreement assuming responsibility for itself and designated Grantee Parties (who may include Grantee, its designated agents, employees, consultants, contractors, and subcontractors), substantially in the form provided in Exhibit G hereto, in performing such additional inspection and investigation of the Property as necessary to prepare the EIS pursuant to the terms of the FAA MOU. Grantee shall pay for all costs associated with the due diligence activities. Grantee shall, in a timely manner, pay in full the cost of all inspections, investigations, and inquiries of any kind conducted, so that no person or entity shall have the right to file any lien against the Property. In the event any lien is filed, Grantee shall promptly satisfy or bond that lien off the Property;

(ii) EIS Information.

Grantee shall furnish Grantor in a timely manner with copies of all information and documents from any source generated by, or in any way connected with, the investigation for, and preparation of, the EIS, and make

commercially reasonable efforts to afford Grantor with reasonable prior opportunity to review and comment upon all documents prepared by Grantee in connection with the EIS;

(iii) EIS Insurance.

Grantee shall add Grantor, at no cost or expense to Grantor, as an additional insured on all insurance policies that Grantee is required to obtain in favor of the FAA pursuant to the FAA MOU;

(iv) Spaceport Location.

Grantee shall cooperate and furnish full information to Grantor regarding the proposed Spaceport Project location, including proposed metes and bounds descriptions and survey maps, and shall actively consult with and solicit Grantor's comments and input regarding the proposed location. However, Grantee shall have the exclusive right to select the final location of the Spaceport Project;

(v) Spaceport Activities.

Grantee shall furnish Grantor in a timely manner with thorough documentation on the activities that will occur on the Spaceport Project property sufficient for Grantor to prepare the Conservation Easement.

(vi) Environmental Insurance.

Grantee shall arrange for the Environmental Insurance Policy to be effective at Closing as described above; and

(vii) Cooperation Provision/Subdivision/Environmental Covenant Revision.

Grantee shall cooperate with and support Grantor's efforts to subdivide the Retained Land from the Property, to revise the Environmental Covenant as provided in this Agreement, and to resolve concerns stated in GA DNR's Technical Review Letter.

B. Grantee shall have the right, by giving written notice thereof to Grantor, to terminate this Agreement at any time prior to the expiration of the Option Period. One of the bases (but not the exclusive basis) for such termination may include the issuance of a Record of Decision or similar ruling by the FAA, the legal effect of which is to disapprove either the EIS specifically or the Spaceport Project generally. Any termination shall be without further liability of one party to the other hereunder or otherwise, except for obligations that expressly survive by the terms hereof. Except to the extent provided otherwise in Section 2(D), such

termination shall not result in the return of the Option Price, which shall remain nonrefundable by Grantor.

5. OPTION RIGHTS AND OBLIGATIONS OF GRANTOR:

Throughout the Option Period, and at all times prior to Closing:

(i) Title/Rights.

Grantor shall retain all rights in, title to, and use of, the Site and the Property, including but not limited to, the free right of access to the Site and the Property at all times for any and all purposes whatsoever, including the right to observe and be present for Grantee's work in connection with the EIS and otherwise; provided, however, that Grantor's presence, and that of its representatives, shall not be deemed to constitute approval of Grantee's activities, nor to create any liability whatsoever for Grantor in connection therewith (other than in the event of Grantor's gross negligence or willful misconduct);

(ii) Advertisement.

Grantor shall not advertise the Property for sale;

(iii) Conservation Easement.

Grantor shall have the right, but not the obligation, to burden the entirety of the Property, including but not limited to the Spaceport Area, with a Conservation Easement in favor of Grantor's preferred conservation organization, the terms of which will be negotiated with such organization by Grantor and Grantee diligently in a cooperative manner and in good faith so as to (i) further restrict the use of, and impose performance standards upon, the Property for conservation purposes such that the Property will fully qualify and conform to the requirements and procedures defined in Internal Revenue Code Section 170(h) for the benefit of Grantor, but at the same time (ii) allow for Grantee's access to and from the Property, and construction, operation, maintenance, and repair of, the Spaceport Project in the Spaceport Area on the Property for the benefit of Grantee;

(iv) Subdivision/Environmental Covenant Revision.

(a) No later than the earlier to occur of (1.) Grantee's having obtained FAA approval for the EIS for the Spaceport Project, and (2.) six (6) calendar months prior to the expiration of the Option Period, Grantor shall make reasonable commercial efforts to obtain a subdivision of the Site, with the assistance and cooperation of Grantee as provided above, in order to exclude the Retained Land from the Site; provided, however, that, if such subdivision cannot be obtained during the Option Period, then Grantor shall have no obligation to sell the

Property to Grantee, and this Agreement shall automatically terminate upon the expiration of the Option Period, without further liability of either party to the other hereunder, by way of contract, tort, or otherwise at law or in equity; and

(b) No later than the earlier to occur of (1.) Grantee's having obtained FAA approval for the EIS for the Spaceport Project, and (2.) six (6) calendar months prior to the expiration of the Option Period, Grantor shall make reasonable commercial efforts to obtain a revision of the existing Environmental Covenant relating to groundwater withdrawal, with the assistance and cooperation of Grantee as provided above, in order to authorize use of groundwater from the Site; provided, however, that, if such revision of the Environmental Covenant cannot be obtained during the Option Period, then Grantee may choose not to purchase the Property, and this Agreement shall automatically terminate upon the expiration of the Option Period, without further liability of either party to the other hereunder by way of contract, tort, or otherwise at law or in equity; and.

(v) Title Report/Survey.

Within ninety (90) days of the execution of this Agreement, Grantor shall order (a) a Title Commitment or Title Opinion, as the case may be, on the Property, together with copies of all exceptions (the "Title Report"), issued by a reputable national title insurance company to be selected by Grantor (the "Escrow Agent"), and (b) a survey conforming to the minimum standards for land title surveys in the State of Georgia (the "Survey"). Grantor shall share copies of the Title Report and the Survey with Grantee within thirty (30) days of receipt thereof. Grantor shall have no obligation to remove or satisfy any title exception, other than a financial obligation of the Property created solely by Grantor prior to Closing, or to bring any action or proceeding to remove any defect in or objection to title, or to fulfill any condition, nor shall Grantee have any right of action against Grantor therefor, at law or in equity, for damages or specific performance. Notwithstanding the foregoing, Grantor shall cooperate in good faith with Grantee in support of Grantee's reasonable efforts to remove or clarify exceptions noted in the Title Report.

6. GRANTOR'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES:

Grantor makes no representations, warranties or promises regarding the Property including, but not limited to, representations, warranties or promises as to the physical or environmental condition, layout, footage, leases, rents, income and revenues, expenses, zoning, operations, presence of munitions or hazardous substances, materials, or wastes, suitability for the Spaceport Project or otherwise for Grantee's use, or any other matter or thing affecting or relating to the Property. Property is bought and sold "AS IS."

7. MISCELLANEOUS:

A. This Agreement shall be construed in accordance with the laws of the State of Georgia notwithstanding any contrary "choice of laws" or "conflicts of laws" provisions of that or any other State.

B. The titles and captions of paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provisions thereof.

C. The submission of this Agreement to Grantee shall not be construed to vest in Grantee any rights in, or reservation of, the Property whatsoever. Grantee shall have no right or interest hereunder until such time as this Agreement may be fully and duly executed and delivered by Grantee and Grantor.

D. In construing this Agreement, no weight or relevance shall be given to the fact that it or any particular provision may have been drafted by one of the parties, each of the parties having had adequate opportunity to negotiate all of the provisions hereof.

8. NOTICES:

A. All notices and other communications from one party to the other pertaining to this Agreement shall be given in written form.

B. If such notices or other communications are to be given to Grantor, they shall either be personally delivered to Grantor, or shall be sent to Grantor by United States certified mail, postage prepaid, or by reputable national overnight delivery service, in all cases addressed to Grantor as follows:

Mr. Edosa Obayagbona
Union Carbide Corporation
1320 Waldo Avenue Suite 300
Midland, MI 48642

and cc: Mr. Timothy A. King
Union Carbide Corporation
Post Office Box 8361
South Charleston, WV 25303

and cc: Margaret Lattin Bazany, Esq.
Union Carbide Corporation
100 Independence Mall West
Philadelphia, PA 19106

and cc: Stephen J. Murray, Esq.
Of Counsel, Mahoney & Keane, LLP
14 Pilgrim Lane
Weston, CT 06883-2412

C. All notices and other communications to be given to Grantee shall be personally delivered to Grantee or shall be sent by United States certified mail, postage prepaid, or by reputable national overnight delivery service, in all cases addressed to Grantee as follows:

Chairman, Camden County Board of Commissioners
P.O. Box 99
200 East 4th Street
Woodbine, GA 31569

and cc: Steve L. Howard, County Administrator
200 East 4th Street
Woodbine, GA 31569

and cc: Amy L. Edwards, Esq.
Holland & Knight LLP
800 17th Street, NW
Suite 1100
Washington, DC 20006

D. All notices shall be effective when actually delivered.

9. ASSIGNMENT OR OTHER TRANSFER:

This Agreement shall not be assigned or otherwise transferred by Grantee to any entity, except with the express written prior consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed by Grantor. Any attempt to assign or otherwise transfer in the absence of such consent by Grantor shall be null, void, and of no effect.

10. AMENDMENT:

This Agreement may not be amended except in writing by formal amendment fully executed by the respective duly authorized representatives of both parties.

11. DEFAULT/SOVEREIGN IMMUNITY:

A. In the event of a default or wrongful failure to Close by Grantee hereunder, which default remains uncured for a period of thirty (30) days after written notice thereof is given to Grantee, Grantor shall be entitled to retain the Option Price as liquidated damages for Grantee's failure to consummate the transaction contemplated by this Agreement.

B. In the event of a default or wrongful failure to Close by Grantor hereunder, which default remains uncured for a period of thirty (30) days after written notice thereof is given to Grantor, Grantee shall be entitled, at its election, either (i) to a return of the Option Price as liquidated damages, or (ii) to bring an action for specific performance of this Agreement.

C. Under no circumstances shall either party be liable for special, indirect, incidental, or consequential damages, no matter how incurred and whether foreseeable or unforeseeable.

D. Nothing in this Agreement shall waive any claim of sovereign immunity available to Grantee. Notwithstanding the foregoing, however, if the application of sovereign immunity would leave Grantor without a meaningful and adequate remedy for a breach or default by Grantee (or by a permitted assignee of Grantee), then in such case Grantor may terminate this Agreement and retain the Option Price as liquidated damages.

12. CONFIDENTIALITY

: Except as may be required by law, neither party shall disclose, release or disseminate in any way the contents of this Agreement to any other party (except to its employees, counsel, consultants, underwriters, and other agents and professionals), without the prior written consent of the other party.

13. ENTIRE AGREEMENT

: This Agreement and its Exhibits contain all the representations by each party to the other and express the entire understanding between the parties with respect to the option for, and sale of, the Property. All prior communications whether written or oral concerning the option for, and/or sale of, the Property are merged in or replaced by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives, thereunto duly authorized, as of the date and year first written above.

UNION CARBIDE CORPORATION,
a New York corporation, as "Grantor" hereunder

By:
Name: Edosa Obayagbona
Title: Authorized Representative

CAMDEN COUNTY,
a political subdivision of the State of
Georgia, by and through the Camden
County Board of Commissioners, as
"Grantee" hereunder

By:
Name: James H. Starline
Title: Chairman

STATE OF MICHIGAN)
)
COUNTY OF MIDLAND)

Before me, a Notary Public in and for _____ County, personally appeared Edosa Obayagbona, the Authorized Representative of Union Carbide Corporation, who acknowledged the execution of the foregoing Purchase and Sale Agreement as "Grantor" thereunder.

Witness my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public
My commission expires:

STATE OF GEORGIA)
)
COUNTY OF CAMDEN)

Before me, a Notary Public in and for Camden County, personally appeared _____, the _____ of Camden County, who acknowledged the execution of the foregoing Purchase and Sale Agreement as "Grantee" thereunder.

Witness my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public
My commission expires:

EXHIBIT A-1

CONCEPTUAL SITE MAP SHOWING
PROPERTY AND RETAINED LAND

[TO BE UPDATED WITH A SURVEY MAP
PER MUTUAL AGREEMENT
PRIOR TO ANY CLOSING HEREUNDER]



Todd Creek

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY BY METES
AND BOUNDS SHOWING SITE AND RETAINED LAND

[TO BE UPDATED PER MUTUAL AGREEMENT
PRIOR TO ANY CLOSING HEREUNDER]

Exhibit A-2

All that certain tract or parcel of land lying and being in G. M. D. 31, Camden County, Georgia, containing 1498.94 acres of high land, more or less, and 2512.60 acres of marsh land, more or less, as shown on a plat by George P. Underwood Jr., R.L.S. No. 1927, and being more particularly described as follows:

The beginning point may be located by commencing at United States Geodetic Survey Monument "TODD 1932," (Georgia Coordinate System, East Zone), and from said station proceed North 82 degrees 03 minutes 04 seconds East for a distance of 2440.19 feet to an iron pin at coordinates x=695,109.73, y=346,691.01 and THE POINT OF BEGINNING; thence South 16 degrees 50 minutes 26 seconds West for a distance of 2536.54 feet to an iron pin at coordinates of x=694,374.88, y=344,263.25; thence following a curved line an arc distance of 438.39 feet (Radius=789.00 feet, Chord=432.77 feet, Chord ~~Distance~~ 00 degrees 44 minutes 23 Seconds West) to an iron pin at coordinates x=694,367.91, y=343,830.53; thence South 14 Degrees 59 Minutes 40 Seconds East for a distance of 1647.38 feet to an iron pin at coordinates x=694,794.13, y=342,239.24; thence South 57 degrees 37 minutes 16 seconds East for a distance of 6009.08 to a concrete monument at coordinates x=699,868.95, y=339,021.29; thence South 21 degrees 25 minutes 31 seconds East for a distance of 1900.00 feet to an iron pin in the center of Shellbine Creek at coordinates x=700,563.00, y=337,252.59; thence along the thread of Shellbine Creek South 24 degrees 39 minutes 31 seconds East for a distance of 338.82 feet to a nail and cap at coordinates x=700,704.36, y=336,944.66; thence North 89 degrees 51 minutes 46 seconds East for a distance of 200.00 feet to a nail and cap at coordinates x=700,904.36, y=336,945.14; thence North 00 degrees 02 minutes 13 seconds West for a distance of 438.43 feet to an iron pin at coordinates x=700,904.08, y=337,383.57; thence North 89 degrees 57 minutes 47 seconds East for a distance of 717.51 feet to an iron pin at coordinates x=701,621.58, y=337,386.03; thence North 00 degrees 02 minutes 13 seconds West for a distance of 5064.00 feet to an iron pin at coordinates x=701,618.31, y=342,468.03; thence North 89 degrees 57 minutes 47 seconds East for a distance of 6897.07 feet to the thread of Floyd Creek; thence following the thread of Floyd Creek in a northerly direction an undetermined number of feet to its confluence with the low water mark on the south bank of the Satilla River; thence in a general northwesterly and westerly direction along said low water mark an undetermined number of feet to a point; thence South 00 degrees 25 minutes 40 seconds West for a distance of 10819.73 feet to a point in Todd Creek; thence South 16 degrees 30 minutes 26 seconds West for a distance of 57.54 feet to an iron pin at coordinates x=695,302.29, y=347,327.18; thence South 16 degrees 30 minutes 26 seconds West for a distance of 664.67 feet to the point of beginning.

Together with the easement granted in the deed from Union Carbide Agricultural Products Company, Inc., to Union Carbide Corporation, dated December 18, 1986, recorded in the office of the Clerk of Superior Court of Camden County, Georgia in Deed Book 262, Page 227.

And the following tracts or parcels of land (being identified as Tract 2 and Tract 5):

TRACT 2

510 C

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAUDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND, SAID POINT WHOSE COORDINATES ARE E = 701,616.31' AND N = 342,448.03' AND LIES AT AN ANGLE POINT IN THE BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. AND RHONE-POLENC, A.G., AS SHOWN ON A PLAT BY GEORGE P. UNDERWOOD JR., DATED 12/11/86, FROM SAID POINT PROCEED NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 294.32 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING. THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 3120.00 FEET TO AN IRON PIN SET, THENCE SOUTH 37 DEGREES 45 MINUTES 59 SECONDS WEST, A DISTANCE OF 1233.31 FEET TO AN IRON PIN SET, THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST, A DISTANCE OF 1312.00 FEET TO AN IRON PIN SET, THENCE NORTH 47 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 1434.00 FEET TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 49.573 ACRES AND BEING MORE FULLY DESCRIBED AS TRACT 2 ON A PLAT OF SURVEY FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY ROGER C. PURCELL, GRLS #2435, DATED 04/21/93.

TRACT 5

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAUDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL & CAP, SAID POINT WHOSE COORDINATES ARE E = 700,704.36' AND N = 336,944.66' AND LIES AT THE INTERSECTION OF THE CENTERLINE OF HARRIETS BLUFF ROAD AND THE BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. AND RHONE-POLENC, A.G. AS SHOWN ON A PLAT BY GEORGE P. UNDERWOOD JR., DATED 12/11/86, FROM SAID POINT PROCEED NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A NAIL & CAP, THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 192.12 FEET TO A PK NAIL SET, AND THE TRUE POINT OF BEGINNING. THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 245.30 FEET TO AN IRON PIN FOUND, THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST A DISTANCE OF 134.41 FEET TO AN IRON PIN SET, THENCE SOUTH 28 DEGREES 35 MINUTES 03 SECONDS WEST, A DISTANCE OF 280.59 FEET TO A PK NAIL SET, AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 0.380 ACRES AND BEING MORE FULLY DESCRIBED AS TRACT 5 ON A PLAT OF SURVEY FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY ROGER C. PURCELL, GRLS #2435, DATED 08/09/93.

Less and except the following tracts or parcels of land (being identified as Tract 1, Tract 3, and Tract 4:

TRACT 1

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAMDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND, SAID POINT WHOSE COORDINATES ARE E = 701,618.31' AND N = 342,448.03' AND LIES AT AN ANGLE POINT IN THE BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. AND RHONE-POLENC, A.C., AS SHOWN ON A PLAT BY GEORGE P. UNDERWOOD JR., DATED 12/11/86. FROM SAID POINT PROCEED NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 294.32 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING. THENCE NORTH 47 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 2017.00 FEET TO AN IRON PIN SET, THENCE NORTH 42 DEGREES 46 MINUTES 15 SECONDS EAST A DISTANCE OF 1200.00 FEET TO AN IRON PIN SET, THENCE SOUTH 47 DEGREES 13 MINUTES 45 SECONDS EAST, A DISTANCE OF 1582.00 FEET TO AN IRON PIN SET, THENCE SOUTH 22 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 1276.41 FEET TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 49.573 ACRES AND BEING MORE FULLY DESCRIBED AS TRACT 1 ON A PLAT OF SURVEY FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY ROGER C. PURCELL, GRLS #2435, DATED 04/21/93.

And

TRACT 3

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE,
LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAMDEN
COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT A NAIL & CAP, SAID POINT WHOSE COORDINATES ARE
E = 700,704.36' AND N = 336,944.66' AND LIES AT THE
INTERSECTION OF THE CENTERLINE OF HARRIETS BLUFF ROAD AND THE
BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS
COMPANY INC. AND RHONE-POLENC, A.G. AS SHOWN ON A PLAT BY
GEORGE P. UNDERWOOD JR., DATED 12/11/86, FROM SAID POINT
PROCEED NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, A
DISTANCE OF 200.00 FEET TO A NAIL & CAP, THENCE NORTH 00
DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 32.00 FEET
TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING. THENCE
SOUTH 89 DEGREES 51 MINUTES 46 SECONDS WEST, A DISTANCE OF
45.00 FEET TO AN IRON PIN SET, THENCE NORTH 49 DEGREES 43
MINUTES 50 SECONDS WEST A DISTANCE OF 26.23 FEET TO AN IRON
PIN SET, THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST A
DISTANCE OF 24.12 FEET, TO AN IRON PIN SET, THENCE NORTH 28
DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 135.69 FEET
TO A PK NAIL SET, THENCE SOUTH 00 DEGREES 02 MINUTES 13
SECONDS EAST, A DISTANCE OF 180.12 FEET TO AN IRON PIN SET,
AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 0.146 ACRES AND BEING
MORE FULLY DESCRIBED AS TRACT 3 ON A PLAT OF SURVEY
FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY
ROGER C. PURCELL, GRLS #2435, DATED 08/09/93.

TRACT 4

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAMDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL & CAP, SAID POINT WHOSE COORDINATES ARE E = 700,704.36' AND N = 336,944.66' AND LIES AT THE INTERSECTION OF THE CENTERLINE OF HARRIETS BLUFF ROAD AND THE BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. AND RHONE-POLENC, A.C. AS SHOWN ON A PLAT BY GEORGE P. UNDERWOOD JR., DATED 12/11/86, FROM SAID POINT PROCEED NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A NAIL & CAP, THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 438.42 FEET TO AN IRON PIN FOUND, THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 134.41 FEET TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING. THENCE NORTH 28 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 20.05 FEET TO AN IRON PIN SET, THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST A DISTANCE OF 573.49 FEET TO AN IRON PIN SET, THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST, A DISTANCE OF 17.60 FEET TO AN IRON PIN FOUND, THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST A DISTANCE OF 583.10 FEET, TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 0.234 ACRES AND BEING MORE FULLY DESCRIBED AS TRACT 4 ON A PLAT OF SURVEY FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY ROGER C. PURCELL, CRLS #2435, DATED 08/09/93.

EXHIBIT B-1

CONCEPTUAL SITE MAP OF SPACEPORT AREA

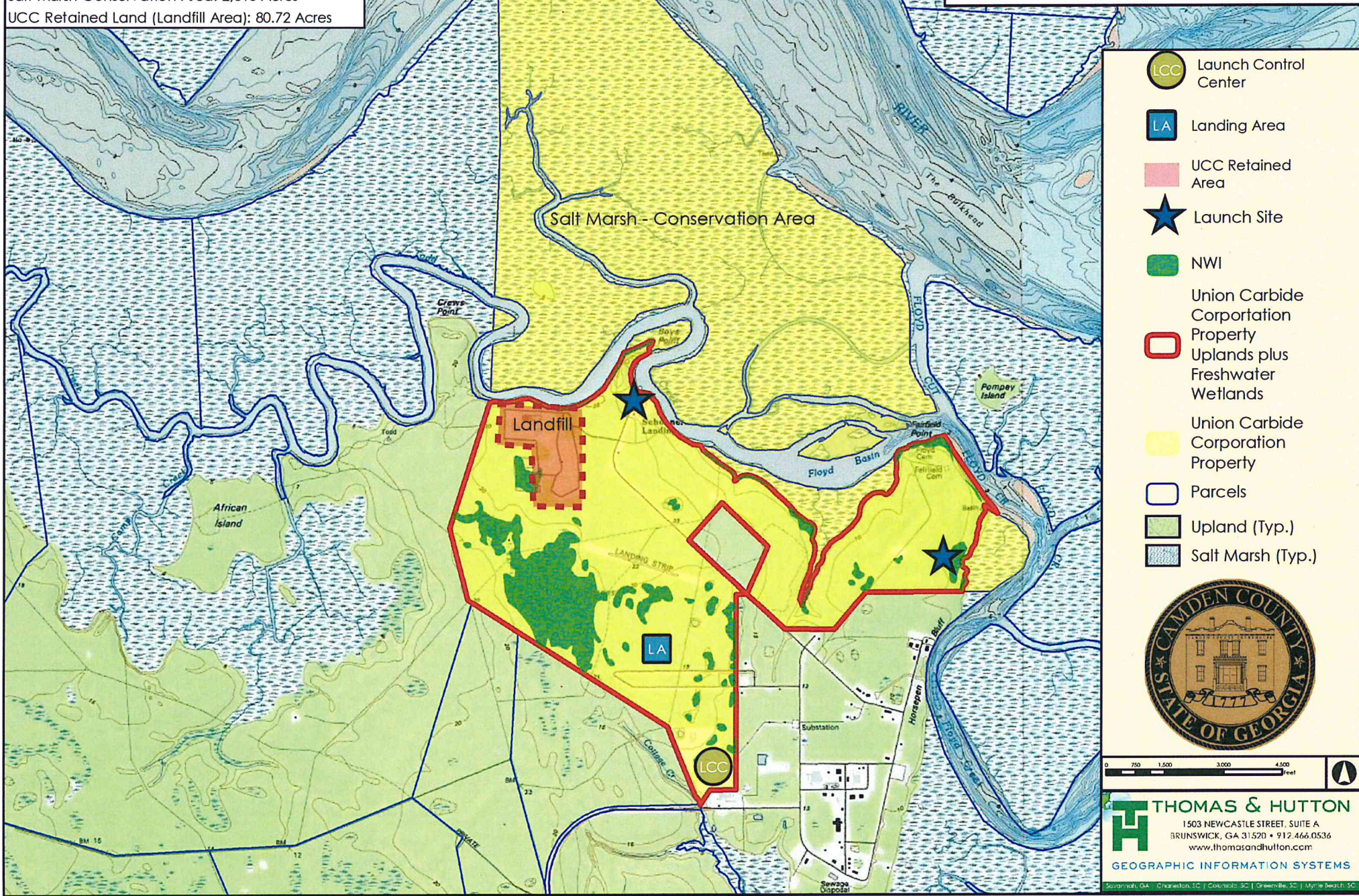
[TO BE UPDATED WITH A SURVEY MAP
PER MUTUAL AGREEMENT
PRIOR TO ANY CLOSING HEREUNDER]

UNION CARBIDE CORPORATION LANDOWNER ACREAGE SUMMARY

	Total	Salt Marsh	Upland	Freshwater Wetland
UNION CARBIDE CORPORATION	± 4,011.54	± 2,813	± 997	± 202

Salt Marsh Conservation Area: 2,813 Acres
UCC Retained Land (Landfill Area): 80.72 Acres

Spaceport Camden Camden County, Georgia Union Carbide Corporation Conceptual Site Layout



- Launch Control Center
- Landing Area
- UCC Retained Area
- Launch Site
- NWI
- Union Carbide Corporation Property
- Uplands plus Freshwater Wetlands
- Union Carbide Corporation Property
- Parcels
- Upland (Typ.)
- Salt Marsh (Typ.)



0 750 1,500 3,000 4,500 Feet

THOMAS & HUTTON
1503 NEWCASTLE STREET, SUITE A
BRUNSWICK, GA 31520 • 912.466.0536
www.thomasandhutton.com

GEOGRAPHIC INFORMATION SYSTEMS

Savannah, GA | Charleston, SC | Columbia, SC | Greenville, SC | Myrtle Beach, SC

EXHIBIT B-2

LEGAL DESCRIPTION BY METES AND BOUNDS OF
SPACEPORT AREA

[TO BE UPDATED PER MUTUAL AGREEMENT
PRIOR TO ANY CLOSING HEREUNDER]

Exhibit B-2

All that certain tract or parcel of land lying and being in G. M. D. 31, Camden County, Georgia, containing 1498.94 acres of high land, more or less, and 2512.60 acres of marsh land, more or less, as shown on a plat by George P. Underwood Jr., R.L.S. No. 1927, and being more particularly described as follows:

The beginning point may be located by commencing at United States Geodetic Survey Monument "TODD 1932," (Georgia Coordinate System, East Zone), and from said station proceed North 82 degrees 03 minutes 04 seconds East for a distance of 2440.19 feet to an iron pin at coordinates x=695,109.73, y=346,691.01 and THE POINT OF BEGINNING; thence South 16 degrees 50 minutes 26 seconds West for a distance of 2536.54 feet to an iron pin at coordinates of x=694,374.88, y=344,263.25; thence following a curved line an arc distance of 438.39 feet (Radius=789.00 feet, Chord=432.77 feet, Chord bearing 00 degrees 44 minutes 23 seconds West) to an iron pin at coordinates x=694,367.91, y=343,830.53; thence South 14 Degrees 59 Minutes 40 Seconds East for a distance of 1647.38 feet to an iron pin at coordinates x=694,794.13, y=342,239.24; thence South 57 degrees 37 minutes 16 seconds East for a distance of 6009.08 to a concrete monument at coordinates x=699,868.95, y=339,021.29; thence South 21 degrees 25 minutes 31 seconds East for a distance of 1900.00 feet to an iron pin in the center of Shellbine Creek at coordinates x=700,563.00, y=337,252.59; thence along the thread of Shellbine Creek South 24 degrees 39 minutes 31 seconds East for a distance of 338.82 feet to a nail and cap at coordinates x=700,704.36, y=336,944.66; thence North 89 degrees 51 minutes 46 seconds East for a distance of 200.00 feet to a nail and cap at coordinates x=700,904.36, y=336,945.14; thence North 00 degrees 02 minutes 13 seconds West for a distance of 438.43 feet to an iron pin at coordinates x=700,904.08, y=337,383.57; thence North 89 degrees 57 minutes 47 seconds East for a distance of 717.51 feet to an iron pin at coordinates x=701,621.58, y=337,384.03; thence North 00 degrees 02 minutes 13 seconds West for a distance of 5064.00 feet to an iron pin at coordinates x=701,618.31, y=342,448.03; thence North 89 degrees 57 minutes 47 seconds East for a distance of 6897.07 feet to the thread of Floyd Creek; thence following the thread of Floyd Creek in a northerly direction an undetermined number of feet to its confluence with the low water mark on the south bank of the Satilla River; thence in a general northwesterly and westerly direction along said low water mark an undetermined number of feet to a point; thence South 00 degrees 25 minutes 40 seconds West for a distance of 10819.75 feet to a point in Todd Creek; thence South 16 degrees 50 minutes 26 seconds West for a distance of 57.54 feet to an iron pin at coordinates x=695,302.29, y=347,327.18; thence South 16 degrees 50 minutes 26 seconds West for a distance of 664.67 feet to the point of beginning.

Together with the easement granted in the deed from Union Carbide Agricultural Products Company, Inc., to Union Carbide Corporation, dated December 18, 1986, recorded in the office of the Clerk of Superior Court of Camden County, Georgia in Deed Book 262, Page 227.

And the following tracts or parcels of land (being identified as Tract 2 and Tract 5):

TRACT 2

510 C

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAMDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND, SAID POINT WHOSE COORDINATES ARE E = 701,818.31' AND N = 342,448.03' AND LIES AT AN ANGLE POINT IN THE BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. AND RHONE-POLENC, A.G., AS SHOWN ON A PLAT BY GEORGE P. UNDERWOOD JR., DATED 12/11/88, FROM SAID POINT PROCEED NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 294.32 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 3120.00 FEET TO AN IRON PIN SET, THENCE, SOUTH 37 DEGREES 45 MINUTES 59 SECONDS WEST, A DISTANCE OF 1233.31 FEET TO AN IRON PIN SET, THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST, A DISTANCE OF 1312.00 FEET TO AN IRON PIN SET, THENCE NORTH 47 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 1434.00 FEET TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 49.573 ACRES AND BEING MORE FULLY DESCRIBED AS TRACT 2 ON A PLAT OF SURVEY FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY ROGER C. PURCELL, GRLS #2435, DATED 04/21/93.

TRACT 5

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAMDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL & CAP, SAID POINT WHOSE COORDINATES ARE E = 700,704.36' AND N = 336,944.66' AND LIES AT THE INTERSECTION OF THE CENTERLINE OF HARRIETS BLUFF ROAD AND THE BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. AND RHONE-POLENC, A.G. AS SHOWN ON A PLAT BY GEORGE P. UNDERWOOD JR., DATED 12/11/86, FROM SAID POINT PROCEED NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A NAIL & CAP, THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 192.12 FEET TO A PK NAIL SET, AND THE TRUE POINT OF BEGINNING. THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 246.30 FEET TO AN IRON PIN FOUND, THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST A DISTANCE OF 134.41 FEET TO AN IRON PIN SET, THENCE SOUTH 28 DEGREES 35 MINUTES 03 SECONDS WEST, A DISTANCE OF 280.59 FEET TO A PK NAIL SET, AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 0.380 ACRES AND BEING MORE FULLY DESCRIBED AS TRACT 5 ON A PLAT OF SURVEY FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY ROGER C. PURCELL, GRLS #2435, DATED 08/09/93.

Less and except the following tracts or parcels of land (being identified as Tract 1, Tract 3, and Tract 4:

TRACT 1

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAMDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND, SAID POINT WHOSE COORDINATES ARE E = 701.618.31' AND N = 342.448.03' AND LIES AT AN ANGLE POINT IN THE BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. AND RHONE-POLENC, A.C., AS SHOWN ON A PLAT BY GEORGE P. UNDERWOOD JR., DATED 12/11/86. FROM SAID POINT PROCEED NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 294.32 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING. THENCE NORTH 47 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 2017.00 FEET TO AN IRON PIN SET, THENCE NORTH 42 DEGREES 46 MINUTES 15 SECONDS EAST A DISTANCE OF 1200.00 FEET TO AN IRON PIN SET, THENCE SOUTH 47 DEGREES 13 MINUTES 45 SECONDS EAST, A DISTANCE OF 1582.00 FEET TO AN IRON PIN SET, THENCE SOUTH 22 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 1276.41 FEET TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 49.573 ACRES AND BEING MORE FULLY DESCRIBED AS TRACT 1 ON A PLAT OF SURVEY FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY ROGER C. PURCELL, GRLS #2435, DATED 04/21/93.

And

TRACT 3

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE,
LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAMDEN
COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT A NAIL & CAP, SAID POINT WHOSE COORDINATES ARE
E = 700,704.36' AND N = 336,944.66' AND LIES AT THE
INTERSECTION OF THE CENTERLINE OF HARRIETS BLUFF ROAD AND THE
BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS
COMPANY INC. AND RHONE-POLENC, A. G. AS SHOWN ON A PLAT BY
GEORGE P. UNDERWOOD JR., DATED 12/11/86, FROM SAID POINT
PROCEED NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, A
DISTANCE OF 200.00 FEET TO A NAIL & CAP, THENCE NORTH 00
DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 32.00 FEET
TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING. THENCE
SOUTH 89 DEGREES 51 MINUTES 46 SECONDS WEST, A DISTANCE OF
45.00 FEET TO AN IRON PIN SET, THENCE NORTH 49 DEGREES 43
MINUTES 50 SECONDS WEST A DISTANCE OF 26.23 FEET TO AN IRON
PIN SET, THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST A
DISTANCE OF 24.12 FEET, TO AN IRON PIN SET, THENCE NORTH 28
DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 135.69 FEET
TO A PK NAIL SET, THENCE SOUTH 00 DEGREES 02 MINUTES 13
SECONDS EAST, A DISTANCE OF 180.12 FEET TO AN IRON PIN SET,
AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 0.146 ACRES AND BEING
MORE FULLY DESCRIBED AS TRACT 3 ON A PLAT OF SURVEY
FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY
ROGER C. PURCELL, GRLS #2435, DATED 08/09/93.

TRACT 4

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN GEORGIA MILITIA DISTRICT 31, CAMDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL & CAP, SAID POINT WHOSE COORDINATES ARE E = 700,704.36' AND N = 336,944.66' AND LIES AT THE INTERSECTION OF THE CENTERLINE OF HARRIETS BLUFF ROAD AND THE BOUNDARY LINE BETWEEN UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC. AND RHONE-POLENC, A.C. AS SHOWN ON A PLAT BY GEORGE P. UNDERWOOD JR., DATED 12/11/86, FROM SAID POINT PROCEED NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A NAIL & CAP, THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 438.42 FEET TO AN IRON PIN FOUND, THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 134.41 FEET TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING. THENCE NORTH 28 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 20.05 FEET TO AN IRON PIN SET, THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST A DISTANCE OF 573.49 FEET TO AN IRON PIN SET, THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST, A DISTANCE OF 17.60 FEET TO AN IRON PIN FOUND, THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST A DISTANCE OF 583.10 FEET, TO AN IRON PIN SET, AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINING 0.234 ACRES AND BEING MORE FULLY DESCRIBED AS TRACT 4 ON A PLAT OF SURVEY FOR UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC., BY ROGER C. PURCELL, CRLS #2435, DATED 08/09/93.

Exhibit 22

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”), is made as of 8th January 2019 (the “Effective Date”), by and between NelsonCFO, Inc. (dba, Nelson Aerospace Consulting Associates), with corporate address at 2830 South Hulen Street #105, Fort Worth, Texas, 76109 (“Consultant”) and Camden County Board of Commissioners, a political subdivision of the State of Georgia, 200 East 4th Street, PO Box 99, Woodbine, Georgia 31569 (“Client”). This agreement is a follow-on revised agreement to a prior agreement (dated 5th April 2018) between the parties.

BACKGROUND

A. Client has embarked upon a multi-year program to implement a long rang strategic plan that includes the development of a spaceport along the coastline of Camden County, Georgia. Recent success with the project by the project team including the Consultant has prompted the need for additional professional / specialist services to move the project forward. These successes include: obtaining agreement to purchase land for the spaceport provided a successful environmental review; concurrence of the vision from local and state officials; initial interest from the space launch community and the research / educational community; positive meetings with the Federal Aviation Administration’s Commercial Space Office (FAA/AST); the hiring of an environmental analysis firm to perform a FAA/AST compliant Environmental Impact Statement (EIS); the publishing of a Draft EIS (DEIS) and the holding of public comment meetings by FAA/AST and the environmental analysis firm; the engagement with the United States Coast Guard (USCG) on the feasibility of establishing federally compliant safety zones near the proposed spaceport site; and the analysis necessary to obtain a launch site operator license (LSOL) from the FAA/AST.

B. Client, after having this success, desires to continue the spaceport development process with the Consultant including; submission of the LSOL application to FAA/AST; coordinate with FAA spaceport licensing personnel and appropriate coordination with other elements of the FAA and local communities; developing a Master Plan for the implementation of longer term strategic goals, preparing detailed tactical plans to meet the strategic goals, and identifying the resources necessary to carry out these plans; facilitation to help execute against these plans, while monitoring the effectiveness of the plans and make adjustments as necessary; and to effectively communicate the objectives, plans and status of these efforts to local officials and citizens.

C. Client, in order to support the efforts described in B above, desires continued assistance from Consultant and additional subject matter experts who are subcontractors to Consultant, to continue to perform specific tasks and projects to meet the needs of the overall spaceport development and implementation process.

D. Consultant has deep prior expertise and experience with the Spaceport Camden project since 2015, and in the area of space vehicle operations within the spaceport environment; has direct knowledge of and working experience with FAA/AST and other international regulators; direct experience with space-related strategic visioning, detailed plan development, and implementation in small entrepreneurial and large corporate environments; has an existing network of subject matter experts that have contributed to the Spaceport Camden project; has a special understanding of the financial and institutional needs and workings of the industry as it relates to the financial markets; has worked extensively in developing communication strategies for space related entities at the local, governmental, state, national and international levels; and has a special understanding of Client’s internal workings that is unique and helpful to Client.

E. **Client** desires to continue to retain the services of Consultant as described in the following agreement.

AGREEMENT

Section 1 - Services

Description of Services

Consultant and its employees, affiliates, subcontractors, and assigns (the “Consultant”) shall perform the Services described in the Statement of Work (SOW) shown in Annex A, which is attached to and hereby made a part of this Agreement, as and when directed by Client. Modifications to the Statement of Work may be entered into from time to time by the parties, provided that such additions or changes are in writing and approved by both parties prior to the start of work.

During the performance of this contract, Consultant may be tasked to provide certain Deliverables. A “Deliverable” means any item delivered or produced by Consultant or required to be delivered or produced by Consultant as the result of Services rendered hereunder. Deliverables may include, but are not limited to, tangible and intangible work product, reports, memoranda, lists, diagrams, schedules, analyses, procedures, and like items, whether in hard copy or electronic media, incidental to, and containing and embodying the results of, the Services performed under this Agreement.

Consultant shall perform the Services in coordination with persons as may be designated by Client from time to time. Consultant shall use subcontractors for the performance of the Services, in whole or in part, with Client’s written consent (email approval is a form of acceptable written approval).

Section 2 - Conflict of Interest.

Consultant represents and warrants to Client that it is now under no contract or obligation that represents a conflict of interest with the performance by Consultant of its duties under the terms and conditions of this Agreement and the SOW. Consultant will conduct its performance of the Services with impartiality and promptly disclose to Client any and all conflicts of interest that arise, or may arise, in its performance hereunder and the parties will mutually work to resolve such conflicts amicably. A disclosed Conflict of Interest or potential Conflict of Interest is not cause for termination.

Section 3 - Term and Termination

Term. The **Initial Term** of performance of the prior agreement was from early 2015 to the 20 September 2016. A **Second Term** ran from 20 September 2016 through to 30 September 2017. A **Third Term** was agreed from 1 October 2017 to 31 December, 2018 with an automatic renewal Agreement on January 1, 2019. As of December 2018, it is the desire of Client to have Agreements synchronized with the Fiscal Year of Camden County which is a 1 July to 30 June calendar. Therefore, this new **Fourth Term** shall commence on the Effective Date and continue to 30 June 2019, with an anticipated full fiscal year extension occurring from 1 July 2019 through 30 June 2020. With the signing of this Agreement and hence the commencement of this Fourth Term

Agreement, the Third Term Agreement shall be mutually terminated by both parties. This Agreement may also be extended further, or in different lengths of time, if both parties agree in writing.

Termination.

At Will. Client may terminate this Agreement at any time upon sixty (60) days written notice to Consultant (the “Termination Date”). In the event of Client’s termination of this agreement Client shall pay Consultant for all work performed and expenses incurred by Consultant up to the Termination Date. For clarity, the Termination Date includes the sixty (60) day notice period.

At any time, Consultant may notify Client in writing that Consultant is withdrawing from the agreement (the “Notice Date”) and if Client wishes, the Consultant agrees to continue to perform services for another sixty (60) days or other such lesser term as Client feels is necessary (the “Completion Date”). In the event of Consultant’s withdrawal from the Agreement under these At Will terms, Client shall pay Consultant for all work performed and expenses incurred by Consultant up to the Notice Date or the Completion Date, whichever is later.

Default. Consultant may terminate this Agreement in the event of a breach by Client of any provision of this Agreement, or if Client becomes the subject of voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceedings, makes an assignment for the benefit of creditors or admits in writing its failure to pay debts as they become due. In the event of a termination for default, Consultant shall be entitled to all direct damages incurred by it as a result of the default, as well as to any other rights and remedies available to Client at law or in equity. Consultant may terminate this Agreement if (i) Client has failed to make a payment due under Section 4, (ii) such payment is not subject to a good faith dispute, (iii) no earlier than thirty (30) calendar days after the payment’s due date Consultant gives written notice of its intent to terminate; and (iv) no less than thirty (30) additional calendar days pass, such payment not having been made.

Section 4 - Charges and Payment

In consideration of the performance of Services under this Agreement, Client shall pay Consultant in accordance with the schedule in Annex B, which is attached to and hereby made a part of this Agreement. Annex B contains three principle payment types: Monthly Retainer for sustaining tasks, an Hourly Rate for ad hoc activities or tasks that exceed certain pre-determined thresholds, and subcontractor / affiliates payments. Client shall be responsible for applicable state and local sales and use taxes imposed on charges for Goods and Services provided by Consultant to Client under this Agreement. Client shall not be responsible for such taxes for which Client has provided Consultant with a valid, properly executed, exemption certificate.

In addition to the payments for services shown in Annex B, Client shall reimburse Consultant for travel and other direct project expenses when Client has authorized expenses in advance. Client shall approve such expenses which shall be submitted to Client in an itemized format with attached receipts. When on project travel, the daily allowance for meals shall use the daily amount for the city of visit as shown in the GSA schedule minus incidentals. Hotels selected

should be those that are well established, reasonable in price and conveniently located near the project travel location.

Invoices shall be paid within ten (10) working days of receipt at one of the Client addresses (including email address) in Section 11 below.

Section 5 - Warranty.

Consultant warrants that all Services performed and all products delivered, including all Deliverables, under this Agreement will comply with the applicable SOW or specification and will be performed in accordance with industry practices and standards. Client shall provide comments to Consultant on any Deliverables within 30 days of receipt and Consultant will promptly correct any errors or nonconformity in the Services or Deliverables provided under this Agreement that are provided by Client within 30 days. Consultant further represents and warrants to Client that Consultant has the right and authority to enter into and perform this Agreement.

Section 6 - Ownership of Work Product

Ownership. Unless disclosed by Consultant to Client prior to, or concurrent with, the subject matter being first addressed between the parties, Consultant acknowledges that it is hired to consult for Client and that any original works created for Client that qualify as works made for hire under applicable copyright law shall be considered works made for hire, and that Client shall own all right, title and interest in and to all proprietary rights in all work product or other materials produced by Consultant in the performance of this Agreement. If a work does not qualify as a work made for hire under applicable copyright law, or if Client does not own all right, title, and interest to other material, Consultant hereby grants, conveys, assigns and transfers to Client any and all proprietary rights in and to such works and materials, including but not limited to copyrights, patents, trademarks, and trade secrets, except for those items disclosed by Consultant to Client that are unable to be conveyed, assigned or transferred. Consultant shall assure that all of its employees and/or subcontractors who are involved in the performance of work under this Agreement have executed agreements with Consultant providing that all work performed by such employees and/or subcontractors relative to the Services hereunder is subject to the provisions of this Section.

Disclosure. Consultant agrees to promptly disclose to Client all ideas, works, and inventions, whether or not subject to patent or copyright protection, made, conceived, or actually or constructively reduced to practice by Consultant during the period of this Agreement, whether solely or jointly with others, which refer to or result directly from the Services performed by Consultant pursuant to this Agreement or are obtained by Consultant from any information in discussions and meetings with employees, consultants, representatives or agents of Client or with its subsidiaries, affiliated or related companies.

Section 7 - Nondisclosure Agreement.

During the period of this agreement and for two years after termination, Consultant agrees not to disclose information about Client and its operations, clients, or any other information that relates to their respective businesses that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law.

During the period of this agreement and for two years after termination, Client agrees not to disclose information about Consultant and its operations, clients, or any other information that relates to their respective businesses that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law.

Section 8 - Survival of Terms

Survival of terms. The provisions contained in sections 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement or any amendments or extensions hereof. In addition, the provisions of Annex A through D that, by their terms, are explicitly intended to survive the termination of this Agreement shall do so.

Section 9 - Status of Parties

Nothing contained in this Agreement shall be construed as creating the relation of employer and employee between the parties during the term of this Agreement. Consultant shall not act or be authorized to act as Client's agent in any matter or make any representations on behalf of Client except as expressly authorized in writing by Client.

Section 10 – Export Control Law.

Consultant and Client acknowledges that products, software, and technical information (including, but not limited to, services and training) provided by the other Party may be subject to U.S. export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. The Parties agree that they will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by either party hereto, each party hereto also agrees to sign written assurances and other export-related documents as may be required for the other party to comply with U.S. export regulations.

Section 11 - Miscellaneous

Notices. All notices (except expense authorizations and general tasking direction and approvals under the scope of the SOW) which are required or permitted to be given under this Agreement shall be sent postage prepaid, by certified mail, by courier such as Federal Express, registered email, or by facsimile, to the addresses set forth below.

If to Client: County Administrator Camden County, Georgia 200 East 4 th Street PO Box 99 Woodbine, GA 31569 Attn: Steve Howard Email: showard@co.camden.ga.us Phone: +1-912-516-0464	If to Consultant: Andrew Nelson NelsonCFO, Inc. 2830 South Hulen Street #105 Fort Worth, TX 76109 Attn: Andrew Nelson Email: aanelson2@gmail.com Phone: +1-617-899-8873
---	--

The parties may, by written notice, designate other addresses and/or facsimile numbers for receipt of notices under this Agreement. Notwithstanding any other provision of Section 11, if Consultant's or Client's address changes, Section 11 shall be deemed amended to reflect such address change.

Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and its successors and assigns. For the purposes of this Agreement, "successors and assigns" of Consultant shall include any person, firm, corporation, or other entity which at any time, whether by merger, acquisition, purchase, or otherwise, shall acquire all or substantially all of the assets of Consultant. This Agreement may not be assigned by Client without the express written consent of Consultant, which may not be unreasonably withheld.

Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof that cannot be settled by mutual agreement of the Parties shall be resolved by resort of arbitration through the procedures of the American Arbitration Association ("AAA"). Arbitration shall be by a single arbitrator chosen by the Parties. Specifically, the aggrieved Party shall request a panel of three names from the AAA. The Parties shall select the arbitrator by alternately striking one arbitrator each until only one remains. The aggrieved Party shall have the first opportunity to strike. In all other respects, the rules of AAA then in effect shall apply. The decision of the arbitrator shall be final and binding, and may be entered into a court of competent jurisdiction.

Applicable law. This Agreement shall be subject to the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof. Client agrees that any and all causes of action, whether or not arising under this agreement, between the parties shall be brought exclusively in Camden County, Georgia.

Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the same or any other breach by either of the parties to this Agreement, whether prior or subsequent.

Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement shall not thereby be affected, and this Agreement shall be deemed to be amended to the extent necessary to delete such provision.

Headings. The section, paragraph, and subparagraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Force Majure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or of any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party, provided, however, that the delay or failure in performance could not have reasonably been foreseen or provided against; and provided further that each party exercises such diligence as the circumstances may require.

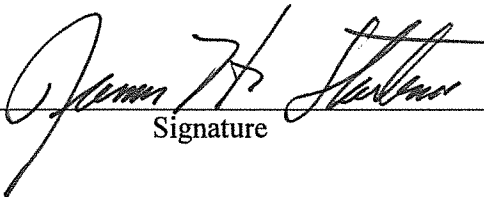
Entire agreement. This Agreement is in lieu of and supersedes all prior agreements, representations, negotiations, or other understandings of the parties with respect to the subject matter hereof. It may not be amended or altered except in a writing signed by the authorized representatives of the parties.

#

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS CONSULTING AGREEMENT, AS OF THE LAST DATE OF SIGNATURE BELOW.

Camden County, Georgia

NelsonCFO, Inc.


Signature


Signature

James H. Starline

Name

Andrew Nelson

Name

Chairman

Title

President

Title

8 January 2019

Date

8 January 2019

Date

ANNEX A - STATEMENT OF WORK (SOW)

A.1. Introduction to SOW: Camden County, Georgia has embarked upon a multi-year program to implement a long rang strategic plan that includes the development of a spaceport near the coastline of Camden County.

The County desires to continue the Consultant's spaceport development support including: submitting the LSOL application to FAA spaceport licensing activities and continue the appropriate coordination with FAA/AST and other elements of the FAA; upon direct tasking support the development of a Master Plan for the implementation of longer term strategic goals, prepare detailed tactical plans to meet the strategic goals, and identify the resources necessary to carry out these plans; as directed help execute against these plans, while monitoring the effectiveness of the plans and make adjustments as necessary; and to effectively communicate the objectives, plans and status of these efforts to persons or groups defined by the County.

A.2. High Level Tasking Description: In order to support the efforts described in A.1 above, Client desires continued assistance from Consultant and Consultant's subcontractors to support the overall spaceport development process including, but not excluding other, day to day management of the efforts and other County defined activities.

A.3. Detailed Tasking Descriptions: Consultant will assist Client as a strategic business advisor and liaison for engagement with internal team members, local community leaders, existing and potential clients, investors, regulators, contractors, and other parties generally doing business with and for Client. Consultant shall also act as overall project manager of the spaceport development activity as more broadly defined below.

Specifically, Consultant may perform the following tasks as directed by the Client:

Work Package 1 – Develop Detailed Scope / Work Plan

Upon tasking by the County, develop a detailed scope of work and work plan for the development of Spaceport Camden County that will be a living document for the project. The initial draft will be developed with the input of the County Administrator and other stakeholders defined in an initial meeting between Consultant and the County Administrator.

Periodically revisit and update the Scope of Work and Work Plan as necessary. The initial work plan will include, but not be limited to, the following additional work packages defined below in this SOW.

Work Package 2 – Space Information Contributor to Leidos / EIS for Camden County

Consultant shall act as the Camden County space-related subject matter expert for the Leidos-performed EIS for the proposed spaceport property. Consultant shall work within the scope of the project contracted by Camden County to participate in regular status meetings, progress reporting, and as needed, provide technical review and comment / contributions to the work as directed by the County.

Work Package 3 – Development of Spaceport License Application

Within the framework of the required FAA/AST spaceport licensing process and procedures, Consultant shall continue to lead a team of subject matter experts in the development of the FAA/AST spaceport license application.

Consultant shall as necessary: evaluate the breadth and depth of expertise needed; recommend subcontractors and experts who may help efficiently and cost effectively to meet the needs of the application; engage with the potential subject matter experts on scope of work, capabilities, availability, fit with the team, and cost to the project; review the list and recommended subject matter experts with the Camden County Administrator seeking approval for the team member additions; and with approval, make updates and changes to this SOW and pricing Annex B so as to add the subject matter experts to the contract.

Submit and follow the process of the spaceport licensing application to its completion.

Work Package 4 – Development of Spaceport Development Master Plan / Business Plan

When directed Consultant shall, with the County Administrator direction, and in the context of the larger and most recent County Strategic Plan, develop a Spaceport Master Plan and Business Plan for the long term development of a world class spaceport in Camden County as one of its four principal pillars to create a strong economy and diversified job base. Attention shall be focused on the development of the spaceport as a magnet for industrial and technology clusters that leverage the multi-modal transport infrastructure associated with the spaceport facility such as deep water barge channel, railroad, highway, and air. Innovative business development approaches and public-private partnerships are to be explored to ensure multiple and diverse revenue streams for the spaceport.

Work Package 5 – Regular Management Reporting to Camden County Administrator

Develop and implement effective and regular management reporting processes to ensure the Camden County Administrator is informed and engaged with the project.

Work Package 6 – Project / Team Oversight, Tracking and Coordination.

As the team grows, effective day to day project and team management and oversight will be required. This task will establish those practices and implement a cost effective project management, tracking and reporting function for the effort.

Work Package 7 – Miscellaneous Tasking / Outreach

Perform other miscellaneous tasks as mutually agreed upon between the parties, and whose tasking descriptions will serve as an extension of this SOW. Assist Client in development of messaging for internal and external communications.

ANNEX B – PAYMENT TERMS

B.1 - Monthly Retainer: During the Fourth Term of this Agreement NelsonCFO / NACA shall be paid a monthly retainer as shown below and any agreed upon extensions of the Agreement. Should additional team members / employees of NelsonCFO be added to the effort, these additional charges will be added to the list below as a change order executed in writing between the parties.

<u>Name</u>	<u>Retainer / Wk</u>	<u>Monthly Retainer 4 and 5 wk months</u>
1) Andrew Nelson	\$2750/week up to 17 hrs/wk	\$11,000 / mo or \$13,500 / mo
2)		

B.2 - Hourly Rate: During the Fourth Term and any agreed upon extensions, for hours worked in a month over those hours defined in Annex paragraph B.1 above, the Consultant shall be paid an hourly rate as defined below. The number of estimated hours for an ad hoc task, or continuing efforts that need more hours than allocated under the monthly retainer, will be communicated by Consultant to Client in writing (email shall suffice).

<u>Name</u>	<u>Hourly Rate</u>
1) Andrew Nelson	\$162/hour
2)	

B.3 – Subcontractors: During the initial term, subcontractors (subject matter experts and others important to the project) may be contracted through NelsonCFO / NACA with the written approval from the Client. This Annex maybe updated from time to time in writing between the parties, to include these subcontractors.

<u>Name</u>	<u>Retainer / Wk</u>	<u>Monthly Retainer 4 and 5 wk months</u>
1) Aerospace Corp.	N/A	N/A (see firm fixed pricing in Annex C)
2) Kimley-Horn	N/A	N/A (see firm fixed pricing in Annex D)
3) Suchan International	N/A	N/A (see firm fixed pricing in Annex E)
4)		

B.4 - Expenses: Client shall reimburse Consultant for travel and other direct project expenses. Client shall approve such expenses which shall be submitted to Client in Consultant's normal format which shall include itemized items and receipts. When on project travel, the daily allowance for meals shall use the daily amount for the city of visit as shown in the GSA schedule minus incidentals. Hotels selected should be those that are well established, reasonable in price and conveniently located near the project travel location.

B.5 - Billing and Payment: Payment shall be made by Client within ten (10) working days of receipt of invoice from Consultant (email shall suffice), when possible.

ANNEX C – Aerospace Corporation Pricing

C.1 Risk Analysis, Modeling and Inputs to 14 CFR Part 420 License: Aerospace Corporation of El Segundo, California (Risk Subject Matter Expert (SME)) shall be contracted by Consultant to perform certain risk analysis, modeling and simulation suitable for use in the Launch Site Operators License application to be submitted pursuant to 14 CFR Part 420. The Statement of Work shall be defined in a separate subcontract between Consultant and the Risk SME.

C.2 Firm Fixed Pricing: The Consultant shall be paid the following upon satisfactory completion of each priced task by the Risk SME. From time to time, tasks for the Risk SME to perform shall be approved by Consultant after written (email acceptable) approval by Client. Client payments will be made within ten (10) working days of receipt of invoice in Consultant format. Consultant shall then pay the Risk SME. The prices to be paid for the following pre-defined tasks are as follows:

- C.2.1 Initial Trajectory Model Development & Analysis: \$25,230
- C.2.2 Subsequent Trajectory Analysis: \$2,728
(one principle variable modification)
\$10,092 (completely new trajectory)
- C.2.3 Launch Vehicle Trajectory Development: \$2,728
- C.2.4 Miscellaneous Tasking: \$TBD
(Client written (email) approval required) (will be priced upon definition of task)
 - C.2.4.1 Full Project Report (Phases 1-7, and 11): \$30,000

ANNEX D – Kimley-Horn Pricing

D.1 Explosive Siting, Security and Inputs to 14 CFR Part 420 License: Kimley-Horn of Denver, Colorado (Explosive Siting and Spaceport (ESS) Subject Matter Experts (SMEs)) shall be contracted by Consultant to perform certain explosive siting analysis, modeling and simulation suitable, and other tasks, for use in the Launch Site Operators License (LSOL) application to be submitted pursuant to 14 CFR Part 420. The Statement of Work shall be defined in a separate subcontract between Consultant and the ESS SME.

D.2 Firm Fixed Pricing: The Consultant shall be paid the following upon satisfactory completion of each priced task by the ESS SME. From time to time, tasks for the ESS SME to perform shall be approved by Consultant after written (email acceptable) approval by Client. Client payments will be made within ten (10) working days of receipt of invoice in Consultant format. Consultant shall then pay the ESS SME. The prices to be paid for the following pre-defined tasks are as follows:

D.2.1	Initial Explosive Siting Model Development & Analysis:	\$19,900
D.2.2	Subsequent Explosive Siting Analysis:	\$6,900 (one principle variable modification)
D.2.3	Security & Access Control Plan:	\$16,300
D.2.4	Draft LSOL Application Review:	\$3,900
D.2.5	Miscellaneous Tasking: (Client written (email) approval required)	\$TBD (will be priced upon definition of task)

ANNEX E – Suchan International Consulting, LLC

E.1 Review of Program Products for ITAR / MTCR Issues and Impacts: Suchan International Consulting, LLC (Export Licensing and ITAR / MTCR (ELIM) Subject Matter Experts (SMEs)) shall be contracted by Consultant to perform certain analysis for ITAR / MTCR and export licensing concerns, specifically for various program reports, documents, analysis, modeling and simulation information, and other Ad Hoc tasks, associated with the pursuit of a Launch Site Operators License (LSOL) application to be submitted pursuant to 14 CFR Part 420. The Statement of Work shall be defined in a separate subcontract between Consultant and the ELIM SME.

E.2 Firm Fixed Pricing and Hourly or Day Rates: The Consultant shall be paid the following upon satisfactory completion of each priced task by the ELIM SME. From time to time, tasks for the ELIM SME to perform shall be approved by Consultant after written (email acceptable) approval by Client. Client payments will be made within ten (10) working days of receipt of invoice in Consultant format. Consultant shall then pay the ELIM SME. The prices to be paid for the following pre-defined tasks are as follows:

E.2.1	Initial Document Review & Analysis:	\$1,500
E.2.2	Subsequent Ad Hoc Task: (Client written (email) approval required)	\$TBD (will be priced upon definition of task)
E.2.3	Hourly Tasks: (Client written (email) approval required)	\$400 / hour (will be priced upon definition of task)
E.2.4	Consulting Day Trips: (Client written (email) approval required)	\$1,000 / day plus expenses (will be priced upon definition of trip)

Exhibit 33

UNCATEGORIZED

The ABCs of OEZs: Understanding Spaceport Camden's Safety Criteria

Spaceport Camden Blog

Posted by JOHN SIMPSON on MAY 14, 2018

Last week the Tribune & Georgian printed some excerpt of emails exchanged between Camden County and property owners on Little Cumberland Island regarding Land Hazard Areas, overflight exclusion zones and their potential to close and/or require evacuations of Cumberland Island and Little Cumberland Island.

This blog post will explain how these terms are used in the Code of Federal Regulations, the steps Camden County has taken to identify overflight exclusion zones and Land Hazard Areas, the due diligence the County has undertaken to ensure a variety of companies can launch from Spaceport Camden and our efforts to ensure property owners on Cumberland Island and Little Cumberland Island can remain on their property during launches.

A BASELINE UNDERSTANDING OF SAFETY CRITERIA IN THE CODE OF FEDERAL REGULATIONS

Launches from Spaceport Camden are generally governed by several separate sections of the Code of Federal Regulations (CRF). The license to operate Spaceport Camden, the license Camden County is seeking, is known as a launch site operators license (LSOL). LSOL's are governed by [14 CFR 420](#).

Before any launch company (Vector, ABL, SpaceX etc.) can launch a rocket from Spaceport Camden, they must also receive a license from the FAA pursuant to 14 CFR 415 and meet the launch safety criteria outlined in [14 CFR 417](#). There are other sections of the CFRs that govern licenses for re-entry of various objects as well, but are not addressed here as they do not impact our discussion topic.

Therefore, in order to have a successful spaceport, you need to be sure your launch site meets the requirements of 14 CFR 420 before you can get a license and you want to be sure potential customers can pass the safety criteria in 14 CFR 417.

There are some terms that seem the same but have different definitions within the CFR. To make them clear, we have highlighted them below.

Overflight Exclusion Zone (OEZ) – This term is found in 14 CFR 420. The flight corridor will include an OEZ “where the public risk criteria of $1 * 10^{-4}$ would be exceeded if one person were present in the open.”

Land Hazard Area– This term is found in 14 CFR 417 where the FAA notes for a land mass “a launch operator may initiate flight only if the risk to any individual member of the public does not exceed a casualty expectation of $1 * 10^{-6}$ for each hazard.”

***Note, this is a similar, but 2 orders of magnitude more stringent requirement to meet than the OEZ requirement (which is 1×10^{-4}).*

So now that we have a baseline understanding of the safety criteria and the terminology in the Code of Federal regulations let's take a look at how this all applies to Spaceport Camden.

Spaceport Camden Blog

ALLOWABLE OEZ CALCULATION METHODS AND FINDINGS

Within 14 CFR 420, there are two appendices, A and B that describe **example** methods to define a flight corridor, and a subset of the flight corridor called the OEZ. **Neither of these appendices are required to be used by an applicant**, as noted in 14 CFR 420.23(a)(3) that states:

Uses one of the methodologies provided in appendix A or B of this part. The FAA will approve an alternate method if an applicant provides a clear and convincing demonstration that its proposed method provides an equivalent level of safety to that required by appendix A or B of this part.

Spaceport Camden has elected to use a quantitative method of calculating the Overflight Exclusion Zone for a specific launch vehicle and trajectory. Spaceport Camden contracted with The Aerospace Corporation, a private company that utilizes using specialized algorithms and models to performs various safety related analyses including calculating the OEZ areas.

The Aerospace Corporation performs these analyses for many parts of the US Government and private entities. For Spaceport Camden, The Aerospace Corporation calculated the flight corridor and OEZ pursuant to the quantitative requirements of 14 CFR 420.23(a)(1) and (2), respectively and found that **the OEZ does not reach Little Cumberland Island or Cumberland Island for the largest planned rocket to be flown from Spaceport Camden.**

As noted earlier, the OEZ is just one of two exclusion areas that ultimately need to be determined. While Spaceport Camden is only required to calculate the OEZ to obtain its license from the FAA, potential customers will need to calculate, among other things, a Land Hazard Area for their individual launches. Therefore, The Aerospace Corporation was further tasked to perform the safety analysis required for launch operators under 14 CFR 417 to ensure the safety of the public and that future customers could reasonably obtain a launch license from Spaceport Camden.

Spaceport Camden is not required to perform this 14 CFR 417 individual risk analysis to gain a launch site operators license, however, we wanted to be sure companies could launch from Spaceport Camden without requiring property owners to leave their property on Cumberland Island or Little Cumberland Island. **Again, no Land Hazard Areas were identified on Cumberland Island or Little Cumberland Island for a representative medium-large launch vehicle (the size of a Falcon 9 rocket); the largest planned size rocket to be launch from our site.**

ASSUMPTIONS IN OUR CALCULATIONS

Because the Aerospace Corporation calculated the OEZ and Land Hazard Areas using

specialized algorithms and models we have received inquiries and feedback asking if Spaceport Camden used liberal assumptions (such as census records that show zero population on Little Cumberland Island, or assuming homeowners to shelter inside "bunkers", or rocket failure rates below the range specified in the Draft EIS) to achieve these favorable results. Nothing could be further from the truth.

Spaceport Camden Blog

In fact, Spaceport Camden used highly conservative assumptions. Here are just a few examples:

- For one launch, we assumed a launch trajectory of 83 degrees. This is a flight path that makes little sense commercially due to the science and math of orbital mechanics because you can get to the same orbit flying a little southeast (away from Little Cumberland Island, as flying a little northeast over Little Cumberland Island. But it is a very conservative trajectory assumption because it flies over the most amount of people, and hence drives up the calculated risk results.
- We assumed the largest launch vehicle that will be launched at Spaceport Camden, a medium-large rocket similar to a SpaceX Falcon 9 or United Launch Alliance Atlas V.
- We assumed every structure on Little Cumberland Island was inhabited 24 hours a day, 7 days a week, 365 days per year.
- We assumed all population on Little Cumberland Island were located outside, in the open air, not inside any structure or hardened shelter.
- We assumed a rocket failure rate well in excess of the 2.5%-6% rate specified in the EIS.

Even with these conservative assumptions, Spaceport Camden launch trajectories passed the Aerospace Corporation safety analysis.

Search ...

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- Georgia Spaceport
- Location
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- Where are we? & Where are we going?
- What is the Spaceport Camden Draft EIS?
- Governor Deal Signs HB 1: Launches Georgia's Space Industry
- Are Smallsats Becoming the "Big Man on Campus" in the Satellite Industry?

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Exhibit 44



Office of the County Clerk

P.O. Box 99/200 East 4th Street • Woodbine, GA 31569

Phone: (912) 576.5601 • Fax: (912) 576.5647 • www.co.camden.ga.us

March 29, 2016

"Sent via email"

Attn: Megan J. Desrosiers
megan@onehundredmiles.org

Re: Open Records Request

Dear Mrs. Desrosiers,

I have received your open records request sent via email on Thursday, March 24, 2016 for the following information regarding Camden County records:

Under the Georgia Open Records Act § 50.18.70 et seq., I am writing to request access to any and all information regarding the preparation of a hazard study concerning the Spaceport Camden project. This information should include but not be limited to contact information, meetings, communications, letters, solicitations, offers, proposals, contracts, documents, scope of work descriptions, deliverables, emails, and records of telephone conversations between Camden County and/or the county's agents and representatives from the Aerospace Corporation. Please inform me if the cost of this request exceeds \$50.00.

According to O.C.G.A. § 50-18-72(a)(9), Real estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property are exempt from disclosure until such time as the property has been acquired or the proposed transaction has been terminated or abandoned.

If you need anything further, or have any questions please contact me at (912) 576-5651 and I will do my best to assist you.

Thank you,

Kathryn A. Bishop, County Clerk

"Leadership that Listens"

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

WILLIS R. KEENE JR.
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

TONY SHEPPARD
Commissioner, District 5

Exhibit 55

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

April 1, 2016

VIA ELECTRONIC AND U.S. MAIL

Ms. Kathryn A. Bishop
County Clerk
Camden County
P.O. Box 99
200 East 4th Street
Woodbine, GA 31569
kberry@co.camden.ga.us

Re: Georgia Open Records Act Request – Camden County Spaceport Hazard Analysis

Dear Ms. Bishop:

On March 24, 2016, our client One Hundred Miles submitted a request under the Georgia Open Records Act, O.C.G.A. §§ 50-18-70 – 50-18-77 (GORA), for any and all information in the possession of Camden County regarding the preparation of a hazard study concerning the Spaceport Camden project. We are in receipt of your letter dated March 29, 2016, which suggests that all documents requested are exempt from production, subject to the exception set forth in GORA under O.C.G.A. § 50-18-72(a)(9). That exception provides:

Public disclosure shall not be required for records that are: . . . (9) Real estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property until such time as the property has been acquired or the proposed transaction has been terminated or abandoned.

One Hundred Miles' original GORA request was not limited to documents related to the real property transactions involved in the development of the Spaceport Camden project. Rather, the request sought access to all information regarding the preparation of a hazard study concerning the project. Indeed, GORA provides specifically that the statutory exceptions must be interpreted narrowly "so as to exclude from disclosure only that portion of a public record to which an exclusion is directly applicable." O.C.G.A. § 50-18-72(b). Outside of these narrow exceptions, the agency must "provide all other portions of a record for public inspection or copying." *Id.*

According to both the underlying statute and the Georgia Supreme Court, it is contrary to GORA for an agency to exclude all documents from production because some may contain exempted materials. *Atlanta Journal & Constitution v. City of Brunswick, Ga.*, 457 S.E.2d 176, 178 (Ga. 1995); *Hardaway Co. v. Rives*, 422 S.E.2d 854, 857 (Ga. 1992). Rather, an agency may exclude "only that *portion* of a public record to which an exclusion is *directly* applicable." *Bd. of*

Ms. Kathryn A. Bishop
April 1, 2016
Page 2

Regents of the Univ. Sys. of Georgia v. The Atlanta Journal, 378 S.E.2d 305, 307 (Ga. 1989) (emphasis in original).

Moreover, the Georgia Attorney General has emphasized the importance of transparency in the GORA process and has been a vocal proponent of open government throughout his tenure. Indeed, Attorney General Sam Olens has stated that “transparency and access to government are critical to a thriving democracy.” Office of the Attorney General, *A Citizen’s Guide to Open Government* (Jan. 2014), avail. at <http://law.ga.gov/open-government>. In light of these statutes, case law, and the policy articulated by the Attorney General, we believe you have interpreted the scope of this exemption too broadly.

In our opinion, it is very likely that at least some documents would be responsive to the request and not subject to exemption. We understand from statements made during hearings held in the 2016 legislative session that a hazard analysis was initiated and has likely been completed. Any records related to the hazard analysis and not directly implicated by the property acquisition are not exempt from GORA and should therefore be produced.

If there are documents or portions of documents responsive to this request, we ask that they be produced. If this is not the case, please provide a written explanation of why all requested documents in the possession or control of Camden County are subject to the claimed exemption.

Again, thank you for your assistance in this matter. Please feel free to contact me at 404-521-9900 or via email at hbarnes@selcga.org. I look forward to your response.

Sincerely,



Helen Barnes
Associate Attorney

cc (via email):

Megan Desrosiers, One Hundred Miles
John S. Myers, Camden County Attorney
Steve Howard, Camden County Administrator

Exhibit 66



Office of the County Attorney

P.O. Box 99/200 East 4th Street • Woodbine, GA 31569

Phone: (912) 510.8400 • Fax: (912) 576.5647 • www.co.camden.ga.us

April 4, 2016

Helen Barnes Associate Attorney
Southern Environmental Law Center
Ten 10th Street NW, Suite 1050
Atlanta, Georgia 30309-3848

RE: One Hundred Miles Open Records Act Request 03/24/16

Dear Ms. Barnes:

I am in receipt of your letter of April 1 regarding One Hundred Miles request pursuant to the Georgia Open Records Act. The request in question asked for the following:

...to request access to any and all information regarding the preparation of a hazard study concerning the Spaceport Camden project. This information should include but not be limited to contact information, meetings, communications, letters, solicitations, offers, proposals, contracts, documents, scope of work descriptions, deliverables, emails, and records of telephone conversations between CamdenCounty and/ or the county's agents and representatives from the Aerospace Corporation.

In response to the request, the county asserted privilege under O.C.G.A. § 50-18-72(a)(9) relating to real estate acquisitions. The project in question is the development of a commercial spaceport on properties currently owned by Bayer Agrichemical and Union Carbide Corporation. Camden County has acquired an option to purchase with a due diligence period from Union Carbide and is in negotiations with Bayer for an option to purchase its property. Since the acquisition of neither property has completed, the entire purchase therefore has not been consummated, nor has the project been abandoned. Either of these events will strip the county of its right to assert the privilege under (a)(9). Neither has occurred.

The information sought in the request would reveal data protected as engineering or feasibility estimates with respect to the eventual use of the property as a spaceport if successfully acquired. Upon acquisition of the property or abandonment of the project, Camden County will gladly comply with the request because the matter will no longer be subject to privilege.

“Georgia’s Coastal Community of Choice”

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

WILLIS R. KEENE JR.
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

TONY SHEPPARD
Commissioner, District 5

To date, Camden County has been entirely compliant with state law concerning One Hundred Miles's requests. We will continue to do so in the future where compelled by law. Please do not hesitate to call or email me if you need further clarification.

Sincerely,



JOHN S. MYERS
Attorney for Camden County

JSM/
cc: S. Howard
K. Bishop

enc.

“Georgia’s Coastal Community of Choice”

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

WILLIS R. KEENE JR.
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JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

TONY SHEPPARD
Commissioner, District 5

Exhibit 77

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

May 11, 2016

VIA ELECTRONIC MAIL

John S. Myers
County Attorney
Camden County Board of Commissioners
P.O. Box 99
200 East Fourth Street
Woodbine, Georgia 31569
countyattorney@co.camden.ga.us

Re: Georgia Open Records Act Request – Camden County Spaceport Hazard Analysis

Dear Mr. Myers:

Thank you for your April 4, 2016 letter regarding One Hundred Miles' request under the Georgia Open Records Act (GORA). I am writing to reiterate our disagreement with your interpretation of the GORA exemption relating to real estate acquisitions, O.C.G.A. § 50-18-72(a)(9), and its application to the request submitted by our client.

Your letter states that information sought in the request would reveal data protected as engineering or feasibility estimates with respect to the eventual use of the property as a spaceport. If that is the case, we agree that those portions of the study specifically contemplating such engineering or feasibility data on the site proposed for acquisition may be redacted from the GORA production. However, it does not enable the County to withhold the study in its entirety if the study includes more than this data.

Based on statements made by County representatives at public hearings before the General Assembly, the hazard study contemplates much more than onsite engineering or feasibility estimates. According to these statements, we understand the hazard study to also contemplate an analysis of the impacts that the trajectory of spacecraft will have on surrounding residents, tourists, and underlying properties, including the Cumberland Island National Seashore. Such impacts may include noise, safety concerns, injurious effects on natural, historical, and cultural resources, and evacuation planning. These properties are not owned by Camden County nor are they involved in the potential acquisition of the spaceport site. As such, a hazard study of these publicly-significant elements is not focused solely on the acquisition of property, but also (and equally importantly) on the surrounding and far-reaching impacts of the spaceport.

By law, Camden County is not permitted to shroud its records with an overly broad interpretation of the exemption's scope. O.C.G.A. § 50-18-72(b); see also Hardaway Co. v. Rives, 422 S.E.2d 854, 857 (Ga. 1992); City of Brunswick v. Atlanta Journal & Constitution, 447 S.E.2d 41, 43 (Ga. Ct. App. 1994) ("OCGA § 50-18-72 . . . directs a narrow construction of its exclusions, exempting *only* that *portion* of a public record to which an exclusion is *directly* applicable . . . To exclude the entire document because it contains exempted material would be unresponsive to the legislative intent underlying [GORA].") (internal citations omitted). It defies the statute to expand the scope of the exemption from records directly pertaining to the property acquisition to records about the spaceport's potential impacts to unrelated properties and the evacuation of residents and visitors. Therefore, a study of impacts to people and properties in the wake of potential spacecraft trajectory is not protected by the GORA exemption you cite and should be released.

Other government agencies have analyzed hazards from space launch operations to national park land and surrounding areas and such analyses are public. For instance, when the Antares rocket exploded after lift-off in October 2014 from the Wallops spaceport in Virginia, the state's Department of Environmental Quality conducted an analysis regarding impacts to air, groundwater, soil, and surface water impoundments at the crash site and surrounding areas, including nearby Chincoteague and Assateague islands (lands managed by the U.S. Fish & Wildlife Service and the National Parks Service). In addition, the recent National Parks Service letter regarding the Federal Aviation Administration's intent to prepare an environmental impact statement includes a litany of potential "hazards" that extend far beyond the property itself.¹ Those concerns include impacts to natural, scenic, historical, and cultural resources on nearby Cumberland Island (such as Designated Wilderness and federal and state protected species), and threats to visitor access and safety. Presumably, Camden County's hazard report contemplates similar impacts as those analyzed in these other studies. If that is the case, there is significant information in such studies that is not subject to a GORA exemption and should therefore be released for public inspection.

In addition, a strong public interest in the study's results counsels Camden County to release the hazard study. Although GORA provides certain exemptions, government agencies need not withhold documents accordingly.² Our client continues to receive calls and inquiries about this project. If Camden County has undertaken a hazard study to better understand the hazards associated with this project, the taxpayers and electorate should have access to as much information as possible to determine whether moving forward with this project is a sound use of

¹ Letter from Stan Austin (NPS) to Daniel Murray (FAA) (Dec. 30, 2015). (See attached).

² The statutory exemption language provides that "public disclosure *shall not be required*" for enumerated records, but does not state that such records *must* be withheld. O.C.G.A. § 50-18-72(a) (emphasis added). Therefore, a state or local agency may choose to release such records, especially here where personal privacy interests are not implicated.

their money and county resources. Indeed, GORA was enacted to allow the public to “evaluate the expenditure of public funds.” O.C.G.A. § 50-18-70(a). We are aware of significant public concern about the results of this hazard study and believe the public should have access to it as soon as possible, considering that the content likely sheds light on public health and welfare concerns.

In conclusion, this letter serves as a repeated request to release records to which the public is entitled to inspect under GORA. Again, we ask Camden County to release portions of the hazard study not subject to the statute’s narrow exemption, as the County is required to do by law. The County is free to redact those portions of the study that are directly relevant to its potential property acquisition, but claiming a blanket exemption for this and similar studies of environmental impacts improperly narrows the intent of the GORA. If the study’s results suggest a high hazard risk from the spaceport, the County should not be pursuing this project anyway. If the results suggest a low hazard risk, the County ought to be welcoming the dissemination of the study to further its pursuit of the spaceport.

Should you wish to have a conversation about this issue, please contact me or my colleague Gil Rogers at 404-521-9900, or via email at hbarnes@selcga.org and grogers@selcga.org.

Sincerely,

A handwritten signature in cursive script that reads "Helen Barnes".

Helen Barnes
Associate Attorney

Enclosure

cc (via email):

Megan Desrosiers, One Hundred Miles



IN REPLY REFER TO:
ER-15/0617

United States Department of the Interior

NATIONAL PARK SERVICE
Southeast Regional Office
Atlanta Federal Center
1924 Building
100 Alabama St., SW.
Atlanta, Georgia 30303



DEC 30 2015

Mr. Daniel Murray
U.S. Department of Transportation
Federal Aviation Administration
Office of the Associate Administrator
for Commercial Space Transportation
800 Independence Ave., SW.
Washington, DC 20591

Dear Mr. Murray:

The National Park Service (NPS) has reviewed the Federal Aviation Administration's (FAA) November 6, 2015, Federal Register Notice announcing its Notice of Intent (NOI) to prepare an Environmental Impact Study (EIS) to analyze the potential environmental impacts of issuing a Launch Site Operator License to the Camden County Board of Commissioners for a proposed commercial space launch site, Camden County, Georgia.

As a cooperating agency, the NPS formally submits comments in developing the EIS for all phases of the study which have the potential to affect the Cumberland Island National Seashore (CUIS).

The NPS has special expertise regarding the resources and values of CUIS and the surrounding areas, which would aid the FAA in its environmental impact analysis and ultimate decision regarding the issuance of a Launch Operator License for the Camden County site. Consideration of NPS concerns will help ensure that pertinent NPS mission statements, legislative authorities, and policies are duly considered when developing any alternatives, related management actions, or options that could potentially affect CUIS.

Specific Comments

Development of launch facilities adjacent to CUIS with launch trajectories and first stage recoveries over CUIS could have several primary affects, including temporary or permanent closures which would restrict visitor access, impacts to CUIS' significant natural, scenic, and cultural resources; and potential threats to visitor safety. The NPS offers the following questions and comments, specifically:

1. Unit of the National Park Service

- a. As such CUIS is committed to the legislated purpose of the National Park Service, which is "...to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations." The proposed launch facility and its associated activities could potentially have an impact on the NPS responsibility and ability to achieve that purpose.

2. Visitor access restrictions

- a. Closures and other restrictions associated with the proposed launch facility will impact the visitor enjoyment and experience for many. In many cases this may affect once in a lifetime opportunities, months or years of planning, financial obligations, time commitments, and/or other commitments. Moreover, some closures/restrictions may occur with little notice and create further, more severe hardship.

3. The island contains 9,886 acres of Designated Wilderness and 10,500 acres of Potential Wilderness (16 U.S.C. §§ 1131-1136). What will the impacts be to Wilderness during flight operations for both launch and recovery? What will the impacts be from daily facility operations?

- a. The Cumberland Island Wilderness was established in 1982 under Public Law 97-250. Wilderness laws, regulations, and policies restrict conditions and activities that can occur in association with these protected areas. NPS Director's Order 41 delegates to the parks the responsibility for stewardship for all categories of eligible, proposed, recommended, and designated wilderness areas.
- b. The Wilderness Act of 1964 defines Wilderness as "...areas where man and his own works dominate the landscape, is hereby recognized as an area where the earth and its community of life are untrammelled by man, where man himself is a visitor who does not remain. An area of wilderness is further defined to mean in this Act an area of undeveloped Federal land retaining its primeval character and influence, without permanent improvements or human habitation, which is protected and managed so as to preserve its natural conditions and which (1) generally appears to have been affected primarily by the forces of nature, with the imprint of man's work substantially unnoticeable; (2) has outstanding opportunities for solitude or a primitive and unconfined type of recreation; (3) has at least five thousand acres of land or is of sufficient size as to make practicable its preservation and use in an unimpaired condition; and (4) may also contain ecological, geological, or other features of scientific, educational, scenic, or historical value."
- c. The Cumberland Island Wilderness area covers the northern half of the island. Activities associated with the proposed launch facility have the potential to impact

Wilderness character and values and may conflict with established laws, regulations, and policies.

4. Five historic districts and two archeological districts listed on the National Register of Historic Places (NRHP) are located on Cumberland Island. What are the potential impacts to these resources?
 - a. The CUIS historic and archeological districts were deemed significant due to their association with people, events, architecture, and/or cultures from Native American inhabitation, European contact, the colonial period, the plantation era, the gilded age, and other periods of history.
 - b. The NRHP districts are:
 - Dungeness Historic District, located on the island's south end
 - Greyfield Historic District, located on the south within privately held property
 - Stafford Plantation Historic District, located mid-island
 - Plum Orchard Historic District, located mid-island
 - High Point – Half Moon Bluff Historic District, located on the north end
 - Table Point Archeological District, located mid-island
 - Rayfield Archeological District, located mid-island
5. The island contains 91 historic structures on the NPS List of Classified Structures. There are also 64 known archeological sites. What are the potential impacts to these resources?
 - a. The 91 historic structures on the island date to the early 19th century and later. The majority are contributing features to one of the NRHP listed Historic Districts, with the remainder listed as a single resource in the NRHP.
 - b. The archeological sites are the remnants of over 4,000 years of human habitation on the island. Some of the sites are contributing features to the NRHP historic districts. The others are located throughout the island outside of a defined historic district.
6. What will the impacts be to native flora and fauna on the island, including multiple Federal and State protected species?
 - a. The island and/or its environs support 22 species of animals on Federal and/or State protected species lists, ranging from rare to endangered. Critical nesting habitat is involved for some species. There are also potentially six plant species that are State listed, ranging from rare to threatened. In addition, there are species that are protected under other Federal laws such as the 1918 Migratory Bird Treaty Act.
 - b. There are 22 identified biological communities on the island with approximately 30 species of mammals, 300 bird species, 55 species of reptiles and amphibians, 85 fish species, and 498 plant species.

7. Government and private inholdings within the CUIS. These properties vary in size, number of residential structures, and volume and period of occupancy. What are the potential impacts to these properties and their occupants?
 - a. The U.S. Navy owns Drum Point Island, the U.S. Army Corps of Engineers owns portions of the Beach Creek marsh, and the State of Georgia owns large amounts of salt marsh habitat. These properties sustain native habitat and are generally undeveloped.
 - b. There are ten private, fee simple properties on Cumberland Island ranging in size from 1.6 acres to 210 acres. The properties support various functions including undeveloped land, a cemetery, an inn, and multiple private residences. Volumes and periods of occupancy will vary from fulltime permanent residency to continuous short-term guests to infrequent visitation.
 - c. There are eleven properties on the island with lifetime reserve agreements for private use and occupancy. The properties range in size from 0.3 acres to 186 acres. Each of the properties contain at least one residential structure and others as many as nine. Volumes and periods of occupancy vary from fulltime permanent residency to occasional overnight occupancy.
8. Will cooperating agencies have access to the operator license application once it is submitted by Camden County?
 - a. The NPS needs to review the application as early as possible to gather further detail on the proposed facility and activities in order to assess potential impacts to the CUIS.
9. What is the trajectory and flight path for vertical take-offs? What is the trajectory and flight path of a “first stage of the launch vehicle” returning to land at the spaceport? FAA representatives spoke of parameters that the spaceport would have to work within for trajectory and flight path. That information is essential for determining the potential impacts along those courses.
10. In previous conversations with the NPS, the FAA has indicated that the operator permit would not restrict the number of launches. That point needs to be established and/or clarified in the EIS to allow full assessment of potential impacts.
11. FAA representatives indicated that individual launch providers are responsible for launch trajectory and closure areas, among other responsibilities. How many different launch providers can be anticipated and how consistent/inconsistent will coordination be with affected agencies and the public?
 - a. Multiple launch providers with varying requirements have the potential to create additional and repeated burdens on CUIS and the NPS. It is possible that multiple

Memorandums of Agreement will have to be established with each provider and potentially for the various launch vehicles/payloads.

12. How often will launch providers seek to launch vehicles outside the parameters of the operator license and what will the burden be to affected agencies?
 - a. Additional launch specifications and requirements have the potential for further and possibly greater impacts to CUIS.
 - b. The FAA has indicated that launches outside the defined parameters of the launch site permit would require additional environmental evaluation and compliance, which would create additional burdens to the NPS and CUIS.
13. What sort of discharge of fluids, chemicals, materials, and/or other substances from launched and returning vehicles occur during flight?
 - a. When a rocket is launched and/or a stage returns to the launch site what materials and/or substances are released from the rocket and fall back to earth during the operation?
 - b. Materials and/or substances falling onto Cumberland Island and its surrounding waters have the potential to cause short and long term impacts, particularly if they are hazardous materials. Aquatic systems, such as wetlands, could be particularly vulnerable as well as vegetation communities. Visitors, residents, staff, and wildlife encountering these items could also be harmed, even well after the launch has occurred
14. What are the contents of payloads and what potential hazards might they contain? Are there any limits/restrictions on payloads?
 - a. Will any potential payloads contain hazardous materials? In the event of a launch failure and a payload landing on the island or its environs, is there potential for the release of the materials? Health and safety and threats to the island's natural and cultural resources are a concern directly from the materials and indirectly from any recovery/containment operations.
15. In the event of a catastrophic failure, detonation, or abort what will the impacts be to Cumberland Island? Potential impacts whether the failure occurs over the island or offshore? Could guidance failure or other mishap cause a vehicle to travel beyond the trajectory cone and/or the proposed closure areas?
 - a. Such a failure or mishap could have long term effects on the island, potential impairment to the island's natural and cultural resources, and major consequences for enjoyment of the island by future generations..

16. What is the statistical probability of a catastrophic failure occurring over the island or outside park boundaries, but still having an impact to the island?
 - a. The level of risk is needed to properly assess the potential for adverse impacts and/or impairment. Specific statistical information on commercial operators or other entities that may use the facility would be particularly helpful. Risk assessment data should be available, especially for insurance companies such that actuaries can calculate premium rates. At the Mid-Atlantic Regional Spaceport they've had eleven launches in 9 years with one (catastrophic) failure. Other sources indicate their record as 12 and 2.
17. How far in advance will a launch schedule be known?
 - a. A launch schedule will be critical to park planning for normal park operations and activities, as well as preparation for CUIS operations and actions related to the launch. In addition, the information is needed for visitors as they plan and make reservations to visit CUIS.
18. What are the details of the closure requirement... lead time, duration, scrub and rescheduling, enforcement, cost and economic responsibility, etc.?
 - a. The closure requirements will be critical for CUIS to plan, manage, and implement the necessary closure actions and to manage other, unrelated activities that will be disrupted by the closures. In addition, potential rescheduling will require the park to develop contingency plans.
 - b. Planning and enforcing closure requirements on the island will place a significant burden on CUIS with respect to staff time and financial costs.
19. Impacts of launches and potential repeated launch delays to park visitation, activities, and operations; particularly considering variable factors such as weather?
 - a. The park takes reservations for visitor activities up to six months in advance such as tours to the north end of the island, backcountry camping permits, and ferry transportation. Launch schedules and reschedules would significantly influence those activities and will surely upset visitors' plans and experiences due to cancellations, evacuations, or other disruptions. Other activities such as public hunts are scheduled through the State of Georgia for a two year cycle. Resource Management activities such as wild horse census and bird surveys are set on specific seasonal and environmental conditions and would potentially be disrupted by schedules/reschedules/closures. Other activities also must be planned well in advance and launches will surely create inconveniences at minimum and major disruptions (scientific, financial, visitor conflicts, logistics, etc.) at the worst.
20. What will the impacts be to natural sound during flight operations for both launch and recovery? What will the impacts be from daily facility operations? The NPS is concerned

about the potential of the proposed action to adversely affect the acoustic environment and soundscapes at CUIS.

- a. Natural and cultural sounds are integral components of the suite of resources and values that NPS managers are charged with preserving and restoring. NPS evaluates federal actions which may impact the human and natural environment within our parks with respect to our Organic Act mandates, including “...to conserve the scenery and the natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.” The “scenery,” includes the natural soundscape, as well as the landscape (NPS 2006). NPS Director’s Order 47 delegates to the parks the responsibility to preserve natural soundscapes and eliminate or mitigate inappropriate noise sources.
- b. The acoustic environment of a national park, like air, water, or wildlife is a valuable resource that can easily be degraded or destroyed by inappropriate sound levels and frequencies. Intrusive sounds are of concern to the management of national parks because they can impede the ability to accomplish the NPS mission of resource protection. Visitors at many NPS units come with expectations of seeing, hearing, and experiencing phenomena associated with a specific natural or cultural environment, yet in many cases these environments are being increasingly impacted by artificial sounds due to noise associated with aircraft overflights.

21. What will the impacts be to scenic views?

- a. In cooperation with surrounding landowners and partners the NPS strives to preserve the scenic views associated with the island. Such viewshed preservation is even more important in wilderness areas. Unobstructed views of natural and cultural landscapes are important to visitor enjoyment, experience, and understanding. The NPS is concerned about the potential of the proposed facility to adversely affect scenic views at CUIS.

22. What will the impacts be to night sky due to facility operations?

- a. NPS Management Policies dictate that the Service will preserve, to the greatest extent possible, the natural lightscapes of parks, which are natural resources and values that exist in the absence of human-caused light. Natural nighttime light conditions (moon, stars, planets) are part of the visitor experience and enjoyment, and natural light conditions are also important in animal behavior. The NPS is concerned about the potential of the proposed facility to adversely affect the lightscapes at CUIS.

23. Will operation of the facility have any impact to adjacent air quality?

- a. The NPS is concerned that routine or accidental emissions from the facility, either through a launch or other operations, may impact the air quality on the island and

in turn have an adverse effect to human health and safety, plant and animal life, water quality, and/or cultural resources.

24. What are the surface water and/or groundwater requirements for the operation? Where will they be drawn from and at what quantity? Potential effects to groundwater quantity and quality? Potential effects to surface water quality?
 - a. The NPS is concerned that drawdowns from underground aquifers will have an impact on the island, including surficial aquifers on down to the major Floridan aquifer. Withdrawals from these aquifers could affect wells or surface water.
 - b. The NPS is concerned that the discharge of waste water from the facility could have an impact to waters that surround the island and flow tidally into marshes and streams.
25. Other than space vehicles what type of other flight activity can be expected in association with the facility?
 - a. Is the facility expected to have any fixed wing or rotary aircraft activity? Is an airstrip proposed? Will they have to apply for an additional license from the FAA for such operations? The NPS is concerned that such activities may have further impacts on CUIS.
26. Is additional transportation infrastructure and/or other support facilities or operations involved such as a port facility or dredging?
 - a. The NPS is concerned that supplemental activities not specifically identified in the NOI or public meetings may have impacts on CUIS.
27. What are the operational, logistical, and fiscal burdens placed on Cumberland Island National Seashore to ensure policies, regulations, and other requirements are met in conjunction with proposed space port activities? What is the potential NEPA/NHPA burden placed on Cumberland Island National Seashore in light of actions that may be required on the island to support/address space port activities? What will the NPS have to do to ensure safety and protection of resources.
 - a. CUIS has a limited staff.
 - b. Will additional Law Enforcement Rangers and emergency responders for medical and fire be needed?
 - c. Will the NPS have to erect gates to enforce closures, will we be responsible for evacuating residents, will we have to monitor specific natural or cultural resources to ensure they are not harmed, etc.

- d. Will the NPS have to complete our own National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and/or Wilderness compliance to put any of these requirements in place?
- e. Of particular concern is the variability from one launch permit/operator to the next. Moreover, if any of these operators wants to go outside the parameters of the site permit then that triggers another round of NEPA compliance.

28. Any seismic effects from launches, landings, firing tests, and wet dress rehearsals?

- a. The NPS is concerned that any seismic effects could have an impact on island resources such as slope and bank erosion, historic structures (some with existing stability problems), or other structures.

29. Notice of Intent states “All vehicles would launch to the east over the Atlantic Ocean”, which fails to recognize that launches would also be over CUIS.

- a. This misconception that rockets will be directly launched and landed over the ocean has been stated elsewhere in other materials and venues and can be misleading to those reviewing the proposed activities. The NPS is concerned that this oversight will leave many with the false impression that the facility and its activities will have little or no effect on CUIS.

30. The NOI describes possible landing of first stage in Atlantic Ocean on a barge or in the water.

- a. More specific information is needed on these possible operations for the NPS to address any potential concerns.

31. What is a wet dress rehearsal?

- a. In the FAA NOI states that the proposed action includes 12 wet dress rehearsals per year. However, there is no explanation of what that activity entails. The NPS cannot address any potential concerns without such information.

Section 4(f) Comments

The NOI identified alternatives under consideration include the Proposed Action and the No Action Alternative. The Proposed Action has been identified as one specific site location within Camden County, Georgia. Section 4(f) of the Department of Transportation Act of 1966, resides in the United States Code at 49 USC § 303 and 23 USC § 138. Section 4(f) protects publicly owned parks, recreation areas, and wildlife and waterfowl refuges of national, state, or local significance and historic sites of national state, or local significance from use by transportation projects. These properties may only be used if there is no prudent or feasible alternative for their use and the program or project encompasses all possible planning to minimize harm resulting

from its use. Constructive use occurs when impacts of a project in proximity to an adjacent or near-by Section 4(f) property are so severe that the activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired.

The CUIS enabling legislation states that it was created "...to provide for public outdoor recreation use and enjoyment of certain significant shoreline lands and waters of the United States, and to preserve related scenic, scientific, and historical values, there is established in the State of Georgia the Cumberland Island National Seashore." The legislation further states that "Except for certain portions of the seashore deemed to be especially adaptable for recreational uses,... which shall be developed for such uses as needed, the seashore shall be permanently preserved in its primitive state, and no development of the project or plan for the convenience of visitors shall be undertaken which would be incompatible with the preservation of the unique flora and fauna or the physiographic conditions not prevailing..." In addition, considering the number of proposed closures for actual launches and the anticipated two additional closure backup dates for each individual launch for this proposal as communicated to NPS personnel in 2013, coupled with CUIS' General management Plan maximum daily visitation number of 300 visitors per day; cumulatively, activities within CUIS would be severely limited by these proposed actions. Previous conversations with FAA staff indicate the proposed launch permit would not restrict the number of launches; therefore, it is theoretically possible the number of launches could increase. Given all of these factors, the NPS under Section 4(f) would view this as a constructive use of CUIS. Therefore, we strongly recommend the consideration of other alternative site locations to determine the extent to which other areas would be considered prudent and feasible under the standard of Section 4(f).

We appreciate your coordination with us and look forward to working with the FAA on this important project and EIS. Should you have any questions, or need additional information concerning this request, please contact Mr. Gary Ingram, Superintendent, Cumberland Island National Seashore, by calling (912) 882-4336, extension 227.

Sincerely,



Stan Austin
Regional Director
Southeast Region

Exhibit 88



Office of the County Attorney

P.O. Box 99/200 East 4th Street • Woodbine, GA 31569

Phone: (912) 510.8400 • Fax: (912) 576.5647 • www.co.camden.ga.us

May 23, 2016

Helen Barnes Associate Attorney
Southern Environmental Law Center
Ten 10th Street NW, Suite 1050
Atlanta, Georgia 30309-3848

RE: One Hundred Miles Open Records Act Request 03/24/16

Dear Ms. Barnes:

I am in receipt of your letter of May 11 essentially restating the March 24, 2016 One Hundred Miles request pursuant to the Georgia Open Records Act. In response to that request, the county asserted privilege under O.C.G.A. § 50-18-72(a)(9) relating to real estate acquisitions.

Camden County respectfully restates its reliance on the privilege. Any calculations prepared by The Aerospace Corporation as a subcontractor to NelsonCFO, Inc. that are engineering or feasibility estimates to be used in making a decision to purchase real estate remain excepted from disclosure as contemplated by O.C.G.A. § 50-18-72(a)(9).

It appears from your most recent letter that you are seeking information or data that is currently not possessed by Camden County as well. Those particular data sets concerning environmental studies are being prepared by Leidos (and their subcontractors), the contractor hired by the Federal Aviation Administration (FAA) to perform the Environmental Impact Study (EIS). Any calculations prepared by the contractor will be subsumed into the FAA EIS report and will be available to the public upon its publication. There is a public engagement process associated with the FAA EIS process that is followed pursuant to FAA Order 1050.1F. We encourage your client to participate in the public process surrounding the FAA EIS activity.

Sincerely,

JOHN S. MYERS

JSM/

cc: S. Howard/Commission/A. Nelson

"Georgia's Coastal Community of Choice"

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

WILLIS R. KEENE JR.
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

TONY SHEPPARD
Commissioner, District 5

Exhibit 99

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

March 19, 2018

VIA U.S. FIRST CLASS & ELECTRONIC MAIL

Ms. Katie Bishop, County Clerk
Camden County
200 East 4th Street
P.O. Box 99
Woodbine, GA 31569
kberry@co.camden.ga.us

Re: Georgia Open Records Request Act Request: Hazard Analysis for Spaceport Camden

This is a request under the Georgia Open Records Act, O.C.G.A. § 50-18-70 (GORA), for the Hazard Analysis completed for Spaceport Camden in Camden County, Georgia, conducted by The Aerospace Corporation,¹ any drafts of the Hazard Analysis, and any documents discussing the Hazard Analysis that are in the possession or control of Camden County, Georgia.

For the purposes of this request, the term “documents” includes all written, printed, recorded or electronic: materials, communications, correspondence, memoranda, notations, copies, diagrams, charts, maps, photographs, tables, spreadsheets, formulas, directives, observations, impressions, contracts, letters, messages and mail in the possession or control of Camden County, Georgia.

We are prepared to pay reasonable search and retrieval fees if necessary. Should your estimate of those fees exceed \$100.00, please advise us of the costs before they are incurred. We request that all records compiled pursuant to this request be sent to the address above.

If this request is denied in whole or in part, we ask that you justify all deletions by reference to specific exemptions of GORA. O.C.G.A. § 50-18-71(d). We also ask that you release all segregable portions of otherwise exempt material, per O.C.G.A. § 50-18-72(b).

Thank you for your assistance in this matter. Should you have any questions, please feel free to contact me at 404-521-9900, or via email at alipscomb@selcga.org.

Sincerely,



April Lipscomb

¹ It appears that The Aerospace Corporation completed the Hazard Analysis on behalf of Andrew Nelson or Nelson CFO, who is working on behalf of Camden County.

Staff Attorney

Exhibit 100

Alicia Clark

From: Katie Bishop <kberry@co.camden.ga.us>
Sent: Thursday, March 22, 2018 12:41 PM
To: Alicia Clark
Cc: April Lipscomb; John S. Myers; Steve Howard; Shawn Boatright
Subject: ORR RESPONSE: GORA - Hazard Analysis for Spaceport Camden
Attachments: 2018.3.19 - GORA Camden Co Clerk.pdf

Camden County does not currently possess the material requested. Additionally, any correspondence regarding hazard analysis is not subject to disclosure pursuant to OCGA 50-18-72(a)(9) as follows:

The project in question is the development of a commercial spaceport on properties currently owned by Bayer Agrichemical and Union Carbide Corporation. Camden County has acquired an option to purchase with an extension from Union Carbide, and is in negotiations with Bayer for an option to purchase its property. Since the acquisition of neither property has been consummated, the entire purchase therefore has not been consummated, nor has the project been abandoned. Either of these events will strip the county of its right to assert the privilege under (a)(9). Neither event has occurred.

The information sought in the request would reveal data protected as engineering or feasibility estimates with respect to the eventual use of the property as a spaceport if successfully acquired. Upon acquisition of the property or abandonment of the project, Camden County will gladly comply with the request, if allowed under federal law, because the matter will no longer be subject to privilege.

Thank you,

Your opinion counts! Please take our [Customer Service Survey](#).

Katie Bishop

**County Clerk, GCCA District 12 Director, GCCA Secretary
Office of the County Clerk**

Camden County Board of County Commissioners

P.O.Box 99

200 East Fourth Street

Woodbine, Georgia 31569

Phone (912) 576-5651 Fax (912) 576-5647

kberry@co.camden.ga.us



From: Alicia Clark [<mailto:aclark@selcga.org>]

Sent: Monday, March 19, 2018 1:27 PM

To: Katie Bishop <kberry@co.camden.ga.us>

Cc: April Lipscomb <alipscomb@selcga.org>

Subject: GORA - Hazard Analysis for Spaceport Camden

Sent on behalf of Attorney April Lipscomb:

Hello Ms. Bishop,

I hope this message finds you well. Attached please find our GORA request for review. I have also sent a copy of the same to you via US First Class Mail. Should you require any additional information please do not hesitate to contact me.

Thank You,

Alicia Clark

Legal Administrative Assistant

Southern Environmental Law Center

Ten 10th Street NW, Suite 1050

Atlanta, GA 30309

Tel: 404.521.9900; Fax: 404.521.9909

www.SouthernEnvironment.org

Georgia has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Camden County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law. If you have received this email in error please notify the Camden County, Georgia IT Division at 912-576.5640.

Exhibit 11

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

March 28, 2018

VIA ELECTRONIC MAIL

John S. Myers
County Attorney
Camden County Board of Commissioners
200 East Fourth Street
Woodbine, Georgia 31569
countyattorney@co.camden.ga.us

Re: Georgia Open Records Act Request: Hazard Analysis for Spaceport Camden

Dear Mr. Myers:

I am writing in response to an email from the County Clerk, Katie Bishop, responding to my March 19, 2018 request under the Georgia Open Records Act (GORA) for the hazard analysis for Spaceport Camden, as prepared by The Aerospace Corporation. Ms. Bishop indicated that Camden County does not currently possess the hazard analysis. She also claimed an exception under O.C.G.A. § 50-18-72(a)(9). Specifically, Ms. Bishop asserted that the hazard analysis contains “data protected as engineering or feasibility estimates with respect to the eventual use of the property as a spaceport if successfully acquired.” We address both responses in turn below.

Possession of the Hazard Analysis

As to Ms. Bishop’s first point, we understand that Camden County has contracted with Andrew Nelson, NelsonCFO, Inc., to assist the County in its pursuit for a federal license to operate a commercial spaceport. We also understand that NelsonCFO, Inc. has subcontracted with The Aerospace Corporation to prepare a hazard analysis on behalf of the County. “Public record” is defined as “all documents, papers, letters, . . . , or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.” O.C.G.A. § 50-18-70(b)(2) (emphasis added). The County may not avoid disclosure simply because the hazard analysis is in the hands of a private entity. *Central Atlanta Progress, Inc. v. Baker*, 278 Ga. App. 733, 738 (Ga. Ct. App. 2006) (holding that GORA “shall be construed to disallow an agency’s placing or causing such items to be placed in the hands of a private person or entity for the purpose of avoiding disclosure”).

If Camden County truly has no copy of the hazard analysis in its physical possession (which we doubt), then disclosure is nevertheless required because NelsonCFO, Inc. and/or The Aerospace Corporation have a copy that could be made available for our review.

Real Estate Records Exception

We also respectfully disagree with Camden County's interpretation of the GORA exception relating to real estate acquisitions and its application to our request. As you know, the real estate records exception delays the release of "[r]eal estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property until such time as the property has been acquired or the proposed transaction has been terminated or abandoned." O.C.G.A. § 50-18-72(a)(9).¹

Typical due diligence and feasibility efforts related to real estate acquisition involve investigating the property itself or the feasibility of certain improvements to the property. For instance, most due diligence investigations involve researching the following matters:

- title to the property
- judgment lien searches
- surveys of the property
- parcel maps
- restrictive covenants, easements, and agreements
- existing leases or service contracts
- tax statements
- litigation involving the property or open claims against the property
- insurance coverage
- physical inspections of the property
- environmental site assessments
- local zoning laws
- transferability of state or local permits that are tied to the property

In this case, the Camden County Joint Development Authority and Union Carbide Corporation specifically define the "Due Diligence Study" for the proposed spaceport property as the "investigation and appraisal of the Property." Agreement Regarding Potential Real Estate Transaction, ¶ 3 (2012).² The hazard analysis is not an "investigation" or an "appraisal" of "the

¹ The policy behind this exception is to prevent unfair advantage and to promote the state and the public's interests in acquiring government property at the most competitive price. *See* Office of the Attorney General, State of Georgia, Official Opinion No. 95-10, 1995 WL 236696 (Mar. 2, 1995); *see also Hardaway Co. v. Rives*, 262 Ga. 631, 636 (1992) (comparing purpose of GORA's real estate records exception with "state matters" exception and exemption for engineering estimates for construction of public projects).

² This Agreement was signed by John McDill, Board Chairman, Camden County Joint Development Authority on November 16, 2012. Adam Glasser signed this Agreement on behalf of Union Carbide Corporation on September 11, 2012.

Property.” Nor does the hazard analysis contain engineering or feasibility estimates for improvements to the property. To the extent that it does contain such estimates, Camden County may redact those individual portions of the analysis in compliance with GORA. O.C.G.A. § 50-18-72(b) (“This Code section shall be interpreted narrowly so as to exclude from disclosure only that portion of a public record to which an exclusion is directly applicable. It shall be the duty of the agency having custody of a record to provide all other portions of a record for public inspection or copying.”).

Rather, the hazard analysis is an investigation into the hazards and risks of launching liquid-fueled, small to medium-large lift-class, orbital and suborbital vertical launch vehicles into space. The hazard analysis is meant to inform the Federal Aviation Administration (FAA) of the risks to public health and safety in the event of accidents or explosions, both on the ground and in the air. Importantly, the hazard analysis explains how exploding rockets will impact other properties, such as Cumberland Island, Little Cumberland Island, Cumberland Island National Seashore, the Intracoastal Waterway, shipping channels, and Kings Bay Naval Base. Such impacts may include noise, safety concerns, injurious effects on natural, historical, and cultural resources, and evacuation planning. These properties are not owned by Camden County, nor are they involved in the potential acquisition of the spaceport site. As such, the hazard analysis is not related to the acquisition of real property, but for the acquisition of a federal license to operate a commercial spaceport.

Under Camden County’s theory, the County would be authorized to withhold all public documents concerning the proposed spaceport because it has not yet purchased the property. Such a broad reading of the exception undermines the intent of GORA:

The General Assembly finds and declares that the strong public policy of this state is in favor of open government; that open government is essential to a free, open, and democratic society; and that public access to public records should be encouraged to foster confidence in government

O.C.G.A. § 50-18-70(a).

Here, the public has a significant interest in evaluating and inspecting the hazard analysis before Camden County exercises its option to purchase or abandon the property currently owned by Union Carbide. The hazard analysis contains information that will be extremely valuable to the public in commenting on the FAA’s recently released draft Environmental Impact Statement, as well as on the Georgia Coastal Resources Division’s draft letter of federal consistency of the proposed spaceport with Georgia’s Coastal Zone Management Plan.

Moreover, Camden County taxpayers and electorate should have access to as much information as possible to determine whether moving forward with this project is a sound use of their money and county resources. Indeed, GORA was enacted to allow the public to “evaluate

the expenditure of public funds.” O.C.G.A. § 50-18-70(a). We are aware of significant public concern about the results of this hazard analysis and believe the public should have access to it as soon as possible, considering that the content likely sheds light on the public health and welfare concerns mentioned above.

Waiver of the Exception

Finally, to the extent, if any, that a GORA exception does apply here, the County has waived that exception by voluntarily submitting the hazard analysis to the FAA (which we have reason to believe has occurred). *See Jersawitz v. Fortson*, 213 Ga. App. 796, 799 (Ga. Ct. App. 1994) (holding agency waived exception to Georgia Open Meetings Act, O.C.G.A. § 50-14-1, by permitting presence of others not affiliated with agency or agency’s advisory committee). The FAA is not a party to the option agreement to purchase property between Union Carbide Corporation and Camden County. Nor is the FAA a party in the negotiations between Bayer CropScience and Camden County for an option to purchase property owned by Bayer. By disclosing the hazard analysis to a third party, Camden County has waived any right to nondisclosure under GORA. And the County’s own disclosure of the hazard analysis to the FAA shows that the County does not have a legitimate need to keep this information secret from the public. *Cf. Gooden v. Carson*, 2006 WL 1209923 *7 (N.D. Ga. 2006) (finding test results could be released under GORA because plaintiff waived any expectation of privacy by disclosing results to third parties).

Nor does the Memorandum of Understanding (MOU) between the FAA and Camden County cure this waiver. The FAA agreed not to release “any information, documents or materials which in its opinion are validly designated as confidential by the [Board of County Commissioners] and which contain trade secrets, propriety data, or commercial or financial information.” Memorandum of Understanding between the United States Federal Aviation Administration and Camden County Board of County Commissioners, at 6 (May 2013) (emphasis added). It is our understanding that the hazard analysis does not contain any trade secrets, proprietary data, or commercial or financial information. And to the extent that it does, Camden County may redact those portions of the analysis in compliance with GORA. O.C.G.A. § 50-18-72(b). The MOU further provides that information “developed under this MOU is disclosable to the public to the extent required by law.” MOU at 6. Disclosure is required by GORA.

In conclusion, this letter serves as a repeated request to release records to which the public is entitled to inspect under GORA. Again, we ask Camden County to release the hazard analysis, as the County is required to do by law. If the analysis suggests a high hazard risk from the spaceport, the County should not be pursuing this project anyway. But if the results suggest a low hazard risk, the County ought to welcome the dissemination of the analysis to further its pursuit of the spaceport.

Should you have any questions, please contact me at 404-521-9900 or via email at alipscomb@selcga.org. Thank you for your time and attention to this important matter.

Sincerely,



April Lipscomb
Staff Attorney

cc:

Christopher M. Carr
Attorney General
40 Capitol Square, SW
Atlanta, Georgia 30334
ccarr@law.ga.gov

Jennifer Colangelo
Assistant Attorney General
40 Capitol Square, SW
Atlanta, Georgia 30334
jcolangelo@law.ga.gov

V. Kevin Lang
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
vkl@fbglaw.com

Katie Bishop
County Clerk
Office of the County Clerk
Camden County Board of County Commissioners
200 East Fourth Street
Woodbine, Georgia 31569
kberry@co.camden.ga.us

Exhibit 122

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

October 16, 2018

VIA ELECTRONIC MAIL

John S. Myers
County Attorney
Camden County Board of Commissioners
200 East Fourth Street
Woodbine, Georgia 31569
countyattorney@co.camden.ga.us

Re: Follow-up and Updated GORA Request – Hazard/Risk Analysis for Spaceport Camden and Associated Correspondence

Dear Mr. Myers:

On March 28, 2018, I sent you a letter urging Camden County to disclose the hazard analysis (a.k.a. risk analysis) for Spaceport Camden, as prepared by The Aerospace Corporation on behalf of the county's agent, Andrew Nelson, in response to our Georgia Open Records Act (GORA) requests. To date, I have not received a response to that letter or the information requested. By means of this letter, I hope that we may reach a mutually agreeable process by which we can either obtain the information we seek or portions thereof.

Essentially, we are seeking the information required by 14 C.F.R. § 420.25, estimating how many lives could be lost if a launch vehicle at Spaceport Camden explodes on the launch pad or in the air, as well as maps showing the areal extent of debris from any explosions. We also seek access to the data, inputs, or assumptions that were used to make those calculations, including but not limited to the number of people assumed to be on Cumberland Island and Little Cumberland Island during any such explosion, whether those people were assumed to be indoors or outdoors, and whether the high risk of fire on the islands was considered. We believe that most, if not all of this information is contained in a hazard analysis, risk analysis, or some other labeled document that was prepared for the county or on the county's behalf. To the extent that several versions of such documents have been prepared, we seek copies of all documents.

In addition, we also request copies of all correspondence, including emails, text messages, memoranda, and letters that relate to the document(s) described above. This includes any correspondence sent by or received from Andrew Nelson, The Aerospace Corporation, or any other consultants or agents hired by the county or on the county's behalf to conduct or otherwise participate in the development of the risk analysis required by 14 C.F.R. § 402.25.

Camden County taxpayers, residents of and visitors to Cumberland Island and Little Cumberland Island, and everyone who uses the Intracoastal Waterway and surrounding tidal creeks deserve to understand the full risks of spaceport operations before Camden County commits to operating a commercial spaceport. For many of these individuals, including our partners, the risk analysis is the most critical document that must be disclosed to the public before a spaceport is approved. It is for that reason that we continue to push for the release of that document and related correspondence.

In previous letters to us and our partners, the county has claimed that it either does not have the risk analysis in its possession or that the county may withhold it under GORA's real-estate exemption. As my March 28, 2018 letter explains, neither argument holds merit. *See* Letter from April Lipscomb, Staff Attorney, SELC to John Myers, Camden County Attorney, Mar. 28, 2018, at 1–3 (attached as Exh. 1). To reiterate, the county is obligated to obtain and disclose documents that were prepared on its behalf by consultants. O.C.G.A. § 50-18-70(b)(2) (defining public record as including documents prepared or maintained by private entity on behalf of local government). No longer having a copy of the document is not an excuse. *Central Atlanta Progress, Inc. v. Baker*, 278 Ga. App. 733, 738 (Ga. Ct. App. 2006) (holding GORA “shall be construed to disallow an agency’s placing or causing such items to be placed in the hands of a private person or entity for the purpose of avoiding disclosure”).

In addition, based on the information currently available to us, it appears that the risk analysis does not fall within the real-estate exemption because it does not specifically pertain to the acquisition of real estate. Institute of Continuing Legal Education in Georgia, “Open Government Primer,” *Georgia’s New Open Government Laws*, Oct. 24, 2012, at 3 (“Public disclosure is not required for real estate records *pertaining to acquisition* until after the transaction.”) (emphasis added). Moreover, the policy behind the real-estate exemption is to promote the state’s and the public’s interests in acquiring government property at the most competitive price. Office of the Attorney General, State of Georgia, Official Opinion No. 95-10, 1995 WL 236696 (Mar. 2, 1995). The risk analysis is not being used to negotiate a price for the property here, but rather, to apply for a spaceport operator’s license from the FAA.

Furthermore, GORA’s exemption provisions must be “interpreted narrowly” such that local governments may withhold “*only* that portion of a public record to which an exclusion is directly applicable.” O.C.G.A. § 50-18-72(b) (emphasis added). Thus, even assuming that an exemption applies here, Camden County has a duty to release the remaining portions of those public documents, either as excerpts or in redacted versions of the documents.

At a minimum, we do not have enough information about the withheld documents at this time to know whether they are truly exempt from disclosure under GORA. In fact, we do not even know what types of responsive documents exist and how many. We would prefer to work collaboratively with you to find a mutually acceptable solution to this dispute. To that end, we request the county provide us with an index that does the following:

- (a) describes each document withheld from disclosure,
- (b) states the statutory exemption claimed for each document, and
- (c) explains how disclosure would damage the interest protected by each claimed exemption.

The description of the withheld material should be specific enough to permit a reasoned judgment as to whether the material is actually exempt under GORA. The index should also indicate whether a redacted version of each document or excerpts of each document must be released. This type of index is often required and used in disputes over public records, and we believe it would be incredibly useful here to help us understand the county's position.

Upon receipt of the index and any responsive documents (or portions thereof), we would review the materials and then schedule a meeting with you to discuss whether additional public records should be disclosed. Because this issue is so important, we are willing to drive down to Camden County from Atlanta to meet with you in person so that we could have a productive dialogue. Again, our intent is that this process will allow us to resolve this matter in a mutually acceptable fashion.

Please respond to this letter by October 30, 2018 and let us know how you would like to proceed. We are open to considering alternative approaches if you have additional suggestions on how to move forward. You may reach me at alipscomb@selcga.org or 404-521-9900. Thank you for your time and attention to this critical issue.

Sincerely,

A handwritten signature in dark ink, appearing to read "April Lipscomb", with a stylized flourish at the end.

April Lipscomb
Staff Attorney

Enclosure

Exhibit 133



Office of the County Attorney

P.O. Box 99/200 East 4th Street • Woodbine, GA 31569

Phone: (912) 510.8400 • Fax: (912) 576.5647 • www.co.camden.ga.us

October 30, 2018

April Lipscomb, Esquire
Staff Attorney
Southern Environmental Law Center
10 10th Street, NW, Suite 1050
Atlanta, Georgia 30309

VIA EMAIL TRANSMISSION TO
alipscomb@selcga.org

RE: Your letter of October 16

Dear Ms. Lipscomb:

Please accept this as the Camden County Board of Commissioners' (CCBC) response to your letter of October 16. The CCBC is dedicated to transparency in the Spaceport Camden Federal Aviation Administration (FAA) application process and strives to keep the public informed and aware of all issues surrounding that matter. However, the CCBC is also subject to a number of restrictions and considerations that provide for the withholding of certain information due to security considerations or pending the completion of its real estate acquisition and the successful completion of its launch site operator license (LSOL) application. Regrettably, these federal restrictions and state considerations dictate the CCBC's response.

The FAA licensing and permitting process for CCBC to obtain a launch site license on the UCC site requires a policy review, launch site location review, safety review and environmental review. The FAA presented an overview of the process to stakeholders and public at the scoping meetings and public hearings and on their website.

You have requested an analysis that meets 14 CFR § 420.25 that estimates "how many lives could be lost if a launch vehicle ... explodes ... as well as the areal extent of debris..." The Aerospace Corporation, contrary to SELC claims, has not produced an analysis of estimated deaths from launch failure events. The FAA regulations cited by your request do not require such an analysis. There is no report in existence at this time that is responsive to your request. OCGA § 50-18-72(a)(25)(A) inclusive also provides for a security exemption from disclosure of such analysis, if it did exist.

A risk analysis document that meets 14 CFR § 420 requirements, back up/input data, and certain outcomes are reasonably believed by CCBC to contain technical data and/or could be interpreted as the furnishing of a defense service, and therefore are restricted from general release under 22 CFR §§ 120-130 "International Traffic in Arms Regulations" (ITAR) [https://www.pmddtc.state.gov/?id=ddtc_public_portal_itar_landing] and provisions of the "Missile Technology Control Regime" (MTCR) [<https://www.state.gov/t/avc/trty/187155.htm>].

"Georgia's Coastal Community of Choice"

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

LANNIE BRANT
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

BEN CASEY
Commissioner, District 5

Because federal law prohibits the public release of this information, the information is also exempt from release under OCGA § 50-18-72(a)(1).

Your claim that the risk analysis "does not fall within the real-estate exemption because it does not specifically pertain to the acquisition of real estate" is overstated. The purchase of the UCC property is contingent on the successful application to the FAA for a LSOL. One of the "engineering or feasibility estimates" that the LSOL application hinges upon is the risk analysis; therefore, the purchase of the real estate is directly linked to the risk analysis. Pursuant to OCGA §§ 50-18-72(a)(9) and (10), any risk analysis as a record that has been made for or by the local agency relative to the acquisition of real property is exempt until consummation or abandonment of the project, and only then if it is not deemed subject to the federal law and international treaty restrictions noted in the paragraph above.

I appreciate your willingness to work together on this matter; unfortunately, as has been the County's position throughout this process, the information you seek is currently non-existent or is unavailable as exempt under state and federal law. Any material temporarily exempted under state law will be provided to you at the consummation or abandonment of this project subject to US State Department and US Department of Defense approval.

Sincerely,

/S/ JOHN S. MYERS

JSM/
Enc.

cc: CCBC
Staff
Outside Counsel

"Georgia's Coastal Community of Choice"

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

LANNIE BRANT
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

BEN CASEY
Commissioner, District 5

Exhibit 14

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

November 16, 2018

VIA ELECTRONIC MAIL

John S. Myers
County Attorney
Camden County Board of Commissioners
200 East Fourth Street
Woodbine, Georgia 31569
countyattorney@co.camden.ga.us

Re: Reply to Camden County letter of October 30, 2018 – GORA requests relating to proposed spaceport

Dear Mr. Myers:

We have received your letter of October 30, 2018 and are disappointed with the lack of a response. At this point, we still do not know what public records are responsive to our GORA requests relating to proposed Spaceport Camden, how many records are responsive, and what specific GORA exemptions (if any) apply to each such record. In your letter, you claim that the records we request are not “in existence at this time” but then later assert that the information we seek is exempt. The records either exist or they do not. Moreover, to the extent that any public records are exempt, which we deny, it appears that Camden County is unwilling to redact any exempted portions of those records and produce the rest, in violation of GORA’s mandate.

In this reply, we attempt to clarify our GORA requests and to explain why “federal restrictions and state considerations” do not, as you assert, dictate Camden County’s failure to disclose public records.

I. Clarifying our GORA requests

It appears that there is some confusion over the nature of our recent requests, based on the County’s narrow reading of the requests and focus on the term “risk analysis.” Federal Aviation Administration (FAA) regulations, the draft Environmental Impact Statement for the proposed project, and various other spaceport-related documents mention each of the following terms in various public safety contexts: risk analysis, hazard analysis, land hazard analysis, hazard area, safety area, closure area, casualty expectation, overflight exclusion zone, impact dispersion area, debris dispersion area, et cetera.

Unfortunately, given the complexity of spaceport licensing, it appears that many of these terms have been used interchangeably or inappropriately by various parties. At the most basic level, however, we are concerned about public safety and damage to property and the

environment from the proposed spaceport. We therefore seek information about how day-to-day spaceport operations, including any launch failures and accidents, could harm people, property, and the environment. So, in an effort to clarify a final time, One Hundred Miles and Southern Environmental Law Center seek the following public records:

- Any and all public records prepared by Camden County, for Camden County, or on the County's behalf to meet the "launch site location review—risk analysis" requirements set forth in 14 C.F.R. § 420.25, regardless of how those records are labeled or who prepared them.
 - This request includes all data, inputs, or assumptions used to "estimate the casualty expectation associated with the flight corridor or impact dispersion area," *id.* § 420.25(a), with the exception of "technical data" as that term is specifically defined in the International Traffic in Arms Regulations (ITAR).
- Any and all public records prepared for Camden County or on the County's behalf by The Aerospace Corporation, *including but not limited to* the information referenced by Andrew Nelson in the attached email string (Exh. A), and in the May 14, 2018 blog post, "The ABCs of OEZs: Understanding Spaceport Camden's Safety Criteria" on the Spaceport Camden Blog (Exh. B): the flight corridor calculation(s), the overflight exclusion zone calculation(s), the land hazard area analyses, and all written materials related to those calculations/analyses.
 - This request likewise includes all data, inputs, and assumptions used in the calculations/analyses, with the exception of "technical data" as that term is specifically defined in ITAR.
- To the extent that any person, corporation, or entity other than The Aerospace Corporation has calculated the overflight exclusion zone, land hazard areas, and flight corridors for the proposed spaceport, we seek all documents prepared by that person, corporation, or entity related to those calculations, including inputs, data, and assumptions not classified as "technical data" under ITAR.
- Any impact dispersion diagrams, impact dispersion areas, impact dispersion maps, the debris dispersion radius, expected casualty calculations for downrange populations, diagrams indicating potential flight corridors for rockets launched from the proposed spaceport, and the effective casualty area for the proposed spaceport.
- Any map or diagram showing where debris from a launch site accident at the proposed spaceport may land.
- Any and all correspondence, including emails, memoranda, and letters that discuss, mention, or relate to any of the documents listed above.

- This request includes correspondence sent from or received by Andrew Nelson, employees of The Aerospace Corporation, Steve Howard, Camden County Commissioners, other Camden County employees, and any other consultants or agents working for Camden County or on the County's behalf.

We have every reason to believe that Camden County has numerous responsive public records. The attached email string from Andrew Nelson and blog post alone reveal the existence of several responsive records and are responsive records themselves. In addition, during a meeting that you attended in the afternoon of April 12, 2018, in the Camden County Commissioner's meeting room, Dan Murray and Pam Underwood with the FAA both mentioned that they had seen portions of the risk analysis. To claim that the County does not possess that document or portions of that document is misleading, at best.

II. The County's reliance on ITAR is misplaced.

You rely heavily on ITAR and the Missile Technology Control Regime (MTCR) to assert that the risk analysis under 14 C.F.R. § 420.25 and other public records are completely exempt under O.C.G.A. § 50-18-72(a)(1). Your assertion is misplaced.

Generally, ITAR and MTCR prohibit the "export" of defense articles, defense services, and technical data out of the United States in any manner without a license. A "defense article" is any item, including "technical data," that has been placed on the United States Munitions List (USML). 22 C.F.R. § 120.6. The USML includes weapons, missiles, launch vehicles, and certain payloads, among numerous other items. A "defense service" is any assistance rendered to a foreign person in the United States or abroad in the development or use of a "defense article" or the furnishing of "technical data" to a foreign person. *Id.* § 120.9(a)(1)-(2).

"Technical data" covers information "which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles." *Id.* § 120.10(a)(1). It also encompasses software directly related to defense articles. *Id.* § 120.10(a)(4). Notably, technical data "does not include information concerning general scientific, mathematical or engineering principles commonly taught in schools, colleges and universities or information in the public domain" *Id.* § 120.10(a)(5).

Critically, we are not requesting information about "defense articles" or attempting to export any item on the USML out of the United States. We do not seek information about the inner workings or components of launch vehicles or payloads. We are not requesting Camden County to render any "defense services" by furnishing information about defense articles to foreign persons. And we are not seeking any "technical data" as that term is defined by ITAR—we are not asking for information "required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification" of a launch vehicle, payload, or other item on the USML. Rather, we are seeking public safety information. We want to know where debris will land if a launch vehicle explodes at the proposed spaceport

or shortly after launch. We want to know how many lives will be at risk from spaceport operations and from where people will be forced to evacuate. We want to know how Camden County has estimated the risk of human casualties and how it has calculated the overflight exclusion zone. To the extent that any of this information has “technical data” as that term is defined in ITAR, the County should—and must—redact it. But, GORA requires Camden County to produce all remaining portions of the responsive records.

To the extent you disagree, we request that you point us to the exact provisions of ITAR or the MTCR that explicitly prohibit the total and complete release of the records we request. For each public record that you claim is exempt under ITAR or the MTCR, the County must describe the document with enough detail so that we understand why the record is exempt.

III. The real-estate exemption does not apply.

We strongly oppose the County’s unsubstantiated claim that the real-estate exemption under GORA shields it from releasing the risk analysis, debris dispersion maps, or any of the other public records that we have requested. Again, the policy behind the real-estate exemption is to prevent unfair advantage and to promote the state’s and the public’s interests in acquiring government property at the most competitive price. *See Hardaway Co. v. Rives*, 262 Ga. 631, 636 (1992) (Fletcher, J., concurring); *see also* Office of the Attorney General, State of Georgia, Official Opinion No. 95-10, 1995 WL 236696 (Mar. 2, 1995) (stating the purpose of real-estate exemption is to prevent unfair advantage in real estate purchases).

As with all GORA exemptions, the real-estate exemption “shall be interpreted narrowly.” O.C.G.A. § 50-18-72(b). It therefore follows that the term “engineering or feasibility estimate” in that exemption must be interpreted narrowly. Courts have recognized that “[e]ngineering estimates relate to the costs of constructing improvements on real estate, whether the [government] presently owns the property or plans to acquire it.” *Rives*, 262 Ga. at 636 (Fletcher, J., concurring). Feasibility estimates similarly analyze the economic feasibility or projected costs of constructing a particular project. From our understanding, neither the risk analysis nor any other requested records contain cost estimates for constructing the proposed spaceport. Thus, the real-estate exemption under GORA simply does not apply, and the County’s interpretation of “engineering or feasibility estimate” as used in this GORA exemption is overbroad. In any event, even assuming that some of the requested records may contain these types of cost estimates, we still stipulate that those estimates are exempt and may be redacted.

IV. Conclusion

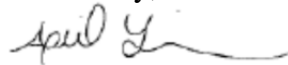
In sum, One Hundred Miles and the Southern Environmental Law Center request Camden County to make all responsive public records available for us to review. For any records that the County believes are exempt under GORA, the County should (1) identify those records with a brief description, (2) identify the specific GORA exemption that applies to each record, and (3) redact the exempted portions but produce all remaining portions of the records. As the

Supreme Court stated in *Rives*, GORA “directs a narrow construction of its exclusions, exempting *only* that *portion* of a public record to which an exclusion is *directly* applicable.” 262 Ga. at 634 (citation omitted) (emphasis in original). To exclude an entire document simply because it contains exempted material “would be unresponsive to the legislative intent underlying the Open Records Act.” *Id.*

Given the upcoming Thanksgiving holiday, we will extend the time for a response. Please inform us by Wednesday, November 28, 2018, whether Camden County intends to maintain its current position—that all requested records either do not exist or are exempt in their entirety—or intends to produce the requested records. If the County intends to produce records, as mandated by GORA, please propose in your response a draft schedule for the release of those records and explain how they will be released (e.g., sent via mail or email, or made available for us to review in person, etc.). Because the County has already had ample time to begin collecting these records, we expect production to begin in early December and be completed before the end of the calendar year.

You may reach me at alipscomb@selcga.org or 404-521-9900. Thank you again for your time and attention to this critical issue.

Sincerely,



April Lipscomb
Staff Attorney
Southern Environmental Law Center

Enclosures:

Exhibit A: Andrew Nelson Emails
Exhibit B: Spaceport Camden Blog Post

cc: Megan Desrosiers
Executive Director
One Hundred Miles
megan@onehundredmiles.org

Exhibit A

From: Andrew Nelson <anelson2@gmail.com>
Subject: Re: OEZ
Date: April 30, 2018 at 11:59:00 PM EDT
To: Dick Parker <dickparker@mindspring.com>
Cc: Steve Howard <showard@co.camden.ga.us>, Jill Helton <publisher@tribune-georgian.com>, "Landers, Mary" <mlanders@savannahnow.com>, "John S. Myers" <countyattorney@co.camden.ga.us>, district1@co.camden.ga.us, District 2 <district2@co.camden.ga.us>, "<District3@co.camden.ga.us>" <district3@co.camden.ga.us>, district4@co.camden.ga.us, District 5 <district5@co.camden.ga.us>, Barbara Mapstone <bmapstone12@gmail.com>

Dear Mr. Parker --

Forgive me if I was at all unclear and please understand, it was my sincere attempt to be clear and simple, without equivocation, in my prior response when I said "Generally, all the Aerospace analysis assumed population were outside in the open, 24/7/365."

This means -- the Aerospace analysis assumes the population remains in the open for the entire launch.

With kindest regards,

Andrew Nelson

On Mon, Apr 30, 2018 at 6:59 PM, Dick Parker <dickparker@mindspring.com> wrote:
Thanks, Andrew.

Please forgive me for pointing out the irony of your concern for fire while proposing the launch of a million-pound "controlled explosion" (Jared Stout, FAA, 8/23/16) directly overhead. Fire is a concern that the island community has

always lived with, and the people who build cabins on the island understand that threat. Owners of Little Cumberland consider themselves to be stewards, committing in their Mission Statement to maintaining the island in as natural a condition as possible. Where conflicts arise, preservation and the natural integrity of the island are the prevailing consideration. So, while a fire house might reduce insurance rates, it would also diminish the island itself. In more than fifty years of stewardship, the Little Cumberland folks have not considered such a structure.

The natural fire threat on the island comes primarily from dry lightning strikes in summer. We've been able to manage those so far. If, on the other hand, burning rocket fuel rains down on dozens of areas across the island simultaneously, given the ubiquitous and flammable palmettos, wax myrtle, and beetle-dead pines, and the limited access to hundreds of acres of wilderness, firefighters on the ground will not have a chance.

In your response, you say, "Generally, all the Aerospace analysis assumed population were outside in the open, 24/7/365."

More specifically, during the minutes immediately prior to a launch over the islands and until that moment when the rocket passes safely beyond the islands in its trajectory, does the Aerospace analysis assume the population within the "Trajectory Hazard Areas" mentioned earlier will remain in the open, or will they be required to take shelter in a strong building like the one you have described?

It's a simple question, Andrew. Please give us a simple answer without equivocation.

Thanks again,
Dick

On Apr 30, 2018, at 4:30 PM, Andrew Nelson <aanelson2@gmail.com> wrote:

Dear Dick --

Generally, all the Aerospace analysis assumed population were outside in the open, 24/7/365.

With respect to general safety, we have been informed by some property owners that there are very high fire insurance rates and limited coverage they may purchase for their cottages on LCI and CI. With the recent back to back years' hurricanes, we have also been told that the islands and their houses are at more risk because fallen trees and flammable debris on the islands presents a concern for too much fuel load (wood) on the ground, and this causes concerns for fires to start due to common causes such as lightning strike, static discharge, and other natural causes, or a stray ember from a fire or cigarette ash.

It is my impression, members of the county's team have considered ideas from the community that posting a fire house / community center facility on LCI may be a good

measure to help lower fire insurance rates on the island and provide such fire protection / interdiction services to the owners that most other Camden County residents receive already. As I recall, there were informal side discussions by members of the community on construction of a fire house / community center which could withstand debris falling (from rockets but also natural phenomenon such as fallen trees in a hurricane or strong weather). I wouldn't necessarily call that a "bunker", but if one is to build it, it is my personal impression, you should build it strong, and consult with stakeholders on other design needs and elements.

Let me know if I can help more.

Thanks,

Andrew

+++++

On Mon, Apr 30, 2018 at 8:30 AM, Dick Parker <dickparker@mindspring.com> wrote:

Andrew,

We have further reviewed your response from April 24, 12:46 PM in which you stated: "The Aerospace Corporation undertook an analysis of the individual risk requirements of 14 CFR 417.107(b)(2) that define the LHA of 14 CFR 417 B417.13 and no LHAs were identified on LCI or CI for the representative medium-large launch."

Does the Aerospace Corporation analysis assume that members of the public who are in the areas designated "Trajectory Hazard Area" on Exhibits ES-5 and ES-6 of the draft EIS will be required to shelter at the time of a launch on those particular trajectories? In what?

Thank you,
Dick

Begin forwarded message:

From: Dick Parker <dickparker@mindspring.com>

Subject: Re: OEZ

Date: April 24, 2018 at 9:28:40 PM EDT

To: Andrew Nelson <aanelson2@gmail.com>

Cc: Steve Howard <showard@co.camden.ga.us>, Jill Helton

<publisher@tribune-georgian.com>, "Landers, Mary"

<mlanders@savannahnow.com>, "John S. Myers"

<countyattorney@co.camden.ga.us>, district1@co.camden.ga.us, District

2 <district2@co.camden.ga.us>, "<District3@co.camden.ga.us>"

<district3@co.camden.ga.us>, district4@co.camden.ga.us, District 5

<district5@co.camden.ga.us>

Andrew,

Yes, I recall Dan Murray's statement, as you have written: "The FAA will approve an alternate method if an applicant provides a clear and convincing demonstration that its proposed method provides an equivalent level of safety to that required by appendix A or B of this part."

You and Steve Howard have stated that by using an alternate, proprietary model to define the flight corridor, a consultant has determined there will be no overflight exclusion zone over Cumberland or Little Cumberland, and no land hazard area over the islands either. Therefore, no one will be asked to leave either island. On Launch Day, there may be 24 campers at Brickhill Bluff campsite, additional hikers who might come up for a closer look, some number of families on their private property on Cumberland Island, and some number of families on Little Cumberland.

Can I fairly assume that since there is no land hazard area over the islands, that Christmas Creek will be open to boaters? And the waters east of the islands will also remain open? If there is no hazard area of any kind, is there any limit to the number of people who can gather underneath? If it's safe for some, is it safe for all?

I find it difficult to believe the FAA, which up to now has allowed zero people in similarly positioned areas downrange prior to a launch, would agree that the scenario you suggest "provides an equivalent level of safety."

Thanks,
Dick

On Apr 24, 2018, at 12:46 PM, Andrew Nelson <aanelson2@gmail.com> wrote:

Dear Mr. Parker –

Mr. Howard has asked that I reply to your emailed inquiry of 23 April 2018 at approximately 6:04PM ET. Your inquiry requested clarification on statements in the Tribune & Georgian and Savannah Morning News regarding "land hazard areas" and also requested information on "overflight exclusion zone" characterization. This response attempts to concisely respond to your inquiry and refers to the ongoing analysis by The Aerospace Corporation of trajectories from the proposed Spaceport Camden.

BASELINE UNDERSTANDING OF CFR TERMINOLOGY AND YOUR INQUIRY

As you probably know 14 CFR 420 is the section of the Code of Federal Regulations (CFRs) that applies to launch site operators license (LSOL) applications (like Spaceport Camden's) while 14 CFR 417 is one of the sections of the CFRs that applies to every

proposed launch by a launch operator (LO) applicant (like SpaceX and Vector). Firstly, the term “land hazard area” (LHA) is used in 14 CFR 417 for LO applicants and is a term not used in 14 CFR 420 for LSOL applicants. Within 14 CFR 420, the term “overflight exclusion zone” (OEZ) is used to define a similar area but uses different (less stringent) quantitative requirements to define this area than LHA. I feel these similar, yet different terms are confusing, and I hope that the FAA will one day clarify or harmonize these terms in their rulemaking revision efforts.

You quote extensively from 14 CFR 420, certain explanatory materials, and briefly touch on 14 CFR 417 and inquire about OEZs you’ve calculated using 14 CFR 420 appendix A. Given the size of these areas, you asked how medium-large launches could occur without evacuations from Cumberland Island (CI) or Little Cumberland Island (LCI).

ALLOWABLE OEZ CALCULATION METHODS

The method you used for calculating your OEZs is not the only approved method allowable by FAA. Within 14 CFR 420, there are two appendices, A and B that describe **example** methods to define a flight corridor, and a subset of the flight corridor called the OEZ. **Neither of these appendices are required to be used by an applicant**, as noted in 14 CFR 420.23(a)(3) that states:

“Uses one of the methodologies provided in appendix A or B of this part. The FAA will approve an alternate method if an applicant provides a clear and convincing demonstration that its proposed method provides an equivalent level of safety to that required by appendix A or B of this part.”

As you may recall, Mr. Dan Murray of the FAA also explained this to the attendees at the Spaceport Camden Environmental Subcommittee meeting on 12 April 2018, noting that the use of alternative methods was a common industry practice and that few if any applicants use appendix A, as you have done.

THE OEZ DEFINED AND CLARIFIED

In your inquiry, you stated that an OEZ is required to take the form shown in part 420, specifically, you said:

“As you know, the formula in Part 420 for creating the overflight evacuation zone (OEZ) for a medium-large launch is pretty simple geometry.”

Unless one were to use appendix A to Part 420, this is not an accurate statement. For example appendix B of Part 420 is a second method that is not “simple geometry,” yet more mathematical / analytical. As 14 CFR 420 specifically allows different methods besides appendix A or B to define a flight corridor and OEZ for orbital launch vehicles, it

is more common in industry to use proprietary, yet FAA approved, alternative models, as noted by Mr. Murray of the FAA.

I direct your attention to 14 CFR 420.23(a)(1) and (2) for the quantitative requirements that define the area called the flight corridor and OEZ. Specifically, the flight corridor is the area where there is “debris with ballistic coefficient = 3 pounds per square foot, from any non-nominal flight of a guided orbital expendable launch vehicle from the launch point to a point 5000 nautical miles downrange, or where the instantaneous impact point (IIP) leaves the surface of the Earth, whichever is shorter.” The flight corridor will include an OEZ “where the public risk criteria of $1 * 10^{-4}$ would be exceeded if one person were present in the open.” These areas are defined using specialized algorithms and models by companies such as The Aerospace Corporation. The Aerospace Corporation performs these analyses for many parts of the US Government and private entities, and for Spaceport Camden trajectories.

For Spaceport Camden, The Aerospace Corporation calculated the flight corridor and OEZ pursuant to the quantitative requirements of 14 CFR 420.23(a)(1) and (2), respectively. The Aerospace Corporation calculated OEZ does not reach to LCI or CI.

ABOUT LAND HAZARD AREAS (LHA) AND THE INDIVIDUAL RISK REQUIREMENT

As noted earlier, the term LHA is not defined or used in 14 CFR part 420 for LSOL applicants, but is defined in 14 CFR B417.13 for LOs (those companies that build and launch rockets) that in turn references the public risk criteria of 14 CFR 417.07(b), specifically, the individual risk criteria of subpart (2) which states “a launch operator may initiate flight only if the risk to any individual member of the public does not exceed a casualty expectation of $1 * 10^{-6}$ for each hazard.” Note, this is a similar, but 2 orders of magnitude more stringent requirement to meet than the OEZ requirement (which is $1 * 10^{-4}$).

When a launch risk analysis is performed for a LO to get their license to launch, should a land mass contain an area that violates the individual risk requirement, then that specific area of the land mass is defined as a LHA and no one is allowed inside that specific area during a launch. If no LHA exists where there is population, then no evacuations are needed of the populated area.

Although Spaceport Camden is not required to perform this individual risk analysis to gain a LSOL, The Aerospace Corporation was tasked to perform this analysis to ensure the safety of the public and that future LO customers could reasonably obtain a launch license from Spaceport Camden under this specific 14 CFR part 417 requirement.

The Aerospace Corporation undertook an analysis of the individual risk requirements of 14 CFR 417.107(b)(2) that define the LHA of 14 CFR 417 B417.13 and no LHAs were identified on LCI or CI for the representative medium-large launch.

YOUR SPECIFIC INQUIRY REGARDING OEZs

Near the end of your email inquiry, you state:

“The formula and simple geometry show that any OEZ for a medium-large launch from the proposed site includes thousands of acres on Cumberland and Little Cumberland.”

Given the FAA allowed, and common use of, alternative methods and models this statement is not accurate based on the outcomes calculated by The Aerospace Corporation.

And you also inquired of Mr. Howard as follows:

“Please explain, then, how you anticipate no evacuations for a medium-large launch.”

The statements made to the Tribune & Georgian and the Savannah Morning News reflects the outcomes of The Aerospace Corporation analysis for the launch of the representative medium-large rocket.

NEXT STEPS

The County understands this is a complex and difficult topic to understand, and is also one that is challenging since it pertains to personal property and concerns for personal safety. This ongoing analysis is somewhat unique (although not that uncommon for space related operations) since the methodology and various input data are both proprietary and represent information that is controlled under the International Traffic in Arms Regulations (ITAR); hence, the full public release of the analysis is not possible.

However, the County is striving to have non-ITAR controlled principle assumptions and outcomes released as a summary report. To ensure no ITAR data is released or any description of the assumptions and methods would constitute a defense service, once a summary report is drafted, it will then be submitted to the appropriate members of the US State Department and/or Department of Defense for approval to be released publicly. It is noted, that when this is accomplished, it will be, as far as I am aware, the first time such a report will have been issued by a launch site operator license applicant or launch operator applicant.

With kindest regards,

Andrew Nelson

On Mon, Apr 23, 2018 at 5:04 PM, Dick Parker <dickparker@mindspring.com> wrote:

Hi Steve,

In Thursday's Tribune & Georgian, you were quoted as follows:

"Based on the Aerospace analysis indications, at this time we do not believe a medium-large launch from Spaceport Camden will produce a 'land hazard area' on Cumberland Island or Little Cumberland Island and as a result, no evacuations are anticipated for a medium-large launch."

Andrew Nelson was quoted making a similar statement to the Savannah Morning News, although he left off the part where there would not be any evacuations.

While Andrew's statement and the first part of your statement regarding a land hazard area may be technically correct, they are very misleading. And I'm wondering how you can further suggest no evacuations are anticipated for a medium-large launch.

As you know, the formula in Part 420 for creating the overflight evacuation zone (OEZ) for a medium-large launch is pretty simple geometry. Google Earth then allows anyone to make a very close approximation for a launch from the proposed site. Plug in the numbers and an eastward trajectory, and you get an OEZ for a medium-large launch that looks something like this.

And when you look at this OEZ, it's clear that you and Andrew are, in fact, correct. It's possible that Cumberland and Little Cumberland will not have a land hazard area, because the "hazard area" begins in the Atlantic Ocean, beyond the OEZ. If that's the basis for your statement, then you have just multiplied my cynicism level by a factor of about ten. Because you also know that Part 420 states:

An applicant must define an area called an overflight exclusion zone (OEZ) around each launch point, and the applicant must demonstrate that the OEZ can be clear of members of the public during a flight.

And further:

An applicant must define an OEZ because expendable launch vehicle range rates are slow in the launch area, launch vehicle effective casualty areas, the area within which all casualties are assumed to occur through exposure to debris, are large, and impact dispersion areas are dense with debris so that the presence of one person inside this hazardous area is expected to produce Ec values exceeding the public risk criteria. Accordingly, an applicant must either own the property, demonstrate to the FAA that there are times when people are not present, or that it could clear the public from the overflight exclusion zone prior to flight. Evacuating an overflight exclusion zone for an inland site, might, for example, require an applicant to demonstrate that agreements have been reached with local communities to close any public roads during a launch.

So, the FAA states clearly in Part 420 that the OEZ “must be clear of members of the public,” and

Public means people or property that are not involved in supporting a licensed launch, and includes those people and property that may be located within the boundary of a launch site, such as visitors, any individual providing goods or services not related to launch processing or flight, and any other launch operator and its personnel.

The formula and simple geometry show that any OEZ for a medium-large launch from the proposed site includes thousands of acres on Cumberland and Little Cumberland. All of that land “must be clear of members of the public.”

Please explain, then, how you anticipate no evacuations for a medium-large launch.

Thank you,

Dick

Exhibit BB

UNCATEGORIZED

The ABCs of OEZs: Understanding Spaceport Camden's Safety Criteria

Spaceport Camden Blog

Posted by JOHN SIMPSON on MAY 14, 2018

Last week the Tribune & Georgian printed some excerpt of emails exchanged between Camden County and property owners on Little Cumberland Island regarding Land Hazard Areas, overflight exclusion zones and their potential to close and/or require evacuations of Cumberland Island and Little Cumberland Island.

This blog post will explain how these terms are used in the Code of Federal Regulations, the steps Camden County has taken to identify overflight exclusion zones and Land Hazard Areas, the due diligence the County has undertaken to ensure a variety of companies can launch from Spaceport Camden and our efforts to ensure property owners on Cumberland Island and Little Cumberland Island can remain on their property during launches.

A BASELINE UNDERSTANDING OF SAFETY CRITERIA IN THE CODE OF FEDERAL REGULATIONS

Launches from Spaceport Camden are generally governed by several separate sections of the Code of Federal Regulations (CRF). The license to operate Spaceport Camden, the license Camden County is seeking, is known as a launch site operators license (LSOL). LSOL's are governed by 14 CFR 420.

Before any launch company (Vector, ABL, SpaceX etc.) can launch a rocket from Spaceport Camden, they must also receive a license from the FAA pursuant to 14 CFR 415 and meet the launch safety criteria outlined in 14 CFR 417. There are other sections of the CFRs that govern licenses for re-entry of various objects as well, but are not addressed here as they do not impact our discussion topic.

Therefore, in order to have a successful spaceport, you need to be sure your launch site meets the requirements of 14 CFR 420 before you can get a license and you want to be sure potential customers can pass the safety criteria in 14 CFR 417.

There are some terms that seem the same but have different definitions within the CFR. To make them clear, we have highlighted them below.

Overflight Exclusion Zone (OEZ) – This term is found in 14 CFR 420. The flight corridor will include an OEZ “where the public risk criteria of $1 * 10^{-4}$ would be exceeded if one person were present in the open.”

Land Hazard Area– This term is found in 14 CFR 417 where the FAA notes for a land mass “a launch operator may initiate flight only if the risk to any individual member of the public does not exceed a casualty expectation of $1 * 10^{-6}$ for each hazard.”

***Note, this is a similar, but 2 orders of magnitude more stringent requirement to meet than the OEZ requirement (which is 1×10^{-4}).*

So now that we have a baseline understanding of the safety criteria and the terminology in the Code of Federal regulations let's take a look at how this all applies to Spaceport Camden.

Spaceport Camden Blog

ALLOWABLE OEZ CALCULATION METHODS AND FINDINGS

Within 14 CFR 420, there are two appendices, A and B that describe **example** methods to define a flight corridor, and a subset of the flight corridor called the OEZ. **Neither of these appendices are required to be used by an applicant**, as noted in 14 CFR 420.23(a)(3) that states:

Uses one of the methodologies provided in appendix A or B of this part. The FAA will approve an alternate method if an applicant provides a clear and convincing demonstration that its proposed method provides an equivalent level of safety to that required by appendix A or B of this part.

Spaceport Camden has elected to use a quantitative method of calculating the Overflight Exclusion Zone for a specific launch vehicle and trajectory. Spaceport Camden contracted with The Aerospace Corporation, a private company that utilizes using specialized algorithms and models to performs various safety related analyses including calculating the OEZ areas.

The Aerospace Corporation performs these analyses for many parts of the US Government and private entities. For Spaceport Camden, The Aerospace Corporation calculated the flight corridor and OEZ pursuant to the quantitative requirements of 14 CFR 420.23(a)(1) and (2), respectively and found that **the OEZ does not reach Little Cumberland Island or Cumberland Island for the largest planned rocket to be flown from Spaceport Camden.**

As noted earlier, the OEZ is just one of two exclusion areas that ultimately need to be determined. While Spaceport Camden is only required to calculate the OEZ to obtain its license from the FAA, potential customers will need to calculate, among other things, a Land Hazard Area for their individual launches. Therefore, The Aerospace Corporation was further tasked to perform the safety analysis required for launch operators under 14 CFR 417 to ensure the safety of the public and that future customers could reasonably obtain a launch license from Spaceport Camden.

Spaceport Camden is not required to perform this 14 CFR 417 individual risk analysis to gain a launch site operators license, however, we wanted to be sure companies could launch from Spaceport Camden without requiring property owners to leave their property on Cumberland Island or Little Cumberland Island. **Again, no Land Hazard Areas were identified on Cumberland Island or Little Cumberland Island for a representative medium-large launch vehicle (the size of a Falcon 9 rocket); the largest planned size rocket to be launch from our site.**

ASSUMPTIONS IN OUR CALCULATIONS

Because the Aerospace Corporation calculated the OEZ and Land Hazard Areas using

specialized algorithms and models we have received inquiries and feedback asking if Spaceport Camden used liberal assumptions (such as census records that show zero population on Little Cumberland Island, or assuming homeowners to shelter inside "bunkers", or rocket failure rates below the range specified in the Draft EIS) to achieve these favorable results. Nothing could be further from the truth.

Spaceport Camden Blog

In fact, Spaceport Camden used highly conservative assumptions. Here are just a few examples:

- For one launch, we assumed a launch trajectory of 83 degrees. This is a flight path that makes little sense commercially due to the science and math of orbital mechanics because you can get to the same orbit flying a little southeast (away from Little Cumberland Island, as flying a little northeast over Little Cumberland Island. But it is a very conservative trajectory assumption because it flies over the most amount of people, and hence drives up the calculated risk results.
- We assumed the largest launch vehicle that will be launched at Spaceport Camden, a medium-large rocket similar to a SpaceX Falcon 9 or United Launch Alliance Atlas V.
- We assumed every structure on Little Cumberland Island was inhabited 24 hours a day, 7 days a week, 365 days per year.
- We assumed all population on Little Cumberland Island were located outside, in the open air, not inside any structure or hardened shelter.
- We assumed a rocket failure rate well in excess of the 2.5%-6% rate specified in the EIS.

Even with these conservative assumptions, Spaceport Camden launch trajectories passed the Aerospace Corporation safety analysis.

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Exhibit 15

Alicia Clark

From: John S. Myers <countyattorney@co.camden.ga.us>
Sent: Wednesday, November 28, 2018 4:22 PM
To: April Lipscomb
Subject: SELC Letter 11/16

Follow Up Flag: Follow up
Flag Status: Completed

April - I have had some difficulty in assembling a response to some of the items that you referenced in your letter of 11/16. I would request an additional amount of time, not to exceed Monday December 10 to fully respond to your concerns. Please let me know if this is agreeable with you. Thanks for your consideration.

--

John S. Myers

County Attorney

Camden County Board of Commissioners

P.O.Box 99

200 East Fourth Street

Woodbine, Georgia 31569

Phone (912) 510-8400 Fax (912) 576-5647

countyattorney@co.camden.ga.us



Please consider the environment before printing this e-mail

Think Globally, Act Locally!

Exhibit 16

From: [April Lipscomb](#)
To: ["John S. Myers"](#)
Bcc: [Megan Desrosiers](#)
Subject: RE: SELC Letter 11/16
Date: Wednesday, November 28, 2018 5:17:00 PM

Hi John,

Can you please explain what your response generally will convey and why you need more time? At this point, the County's response should be fairly straightforward: either the County plans to give us the requested public records or portions thereof, or the County intends to withhold all requested public records. To the extent the County will release records, we still expect the County to make them available before the end of the year.

Kind regards,
April

April S. Lipscomb
Staff Attorney
[Southern Environmental Law Center](#)
Ten 10th Street NW, Suite 1050
Atlanta, Georgia 30309
404-521-9900 (phone)
404-521-9909 (fax)

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From: John S. Myers [mailto:countyattorney@co.camden.ga.us]
Sent: Wednesday, November 28, 2018 4:22 PM
To: April Lipscomb
Subject: SELC Letter 11/16

April - I have had some difficulty in assembling a response to some of the items that you referenced in your letter of 11/16. I would request an additional amount of time, not to exceed Monday December 10 to fully respond to your concerns. Please let me know if this is agreeable with you. Thanks for your consideration.

--

John S. Myers

County Attorney

Camden County Board of Commissioners

P.O.Box 99

200 East Fourth Street

Woodbine, Georgia 31569

Phone (912) 510-8400 Fax (912) 576-5647

countyattorney@co.camden.ga.us



Please consider the environment before printing this e-mail

Think Globally, Act Locally!

Exhibit 17

Alicia Clark

From: John S. Myers <countyattorney@co.camden.ga.us>
Sent: Tuesday, December 11, 2018 8:22 AM
To: April Lipscomb
Cc: Steve Howard
Subject: SELC Letter 11/16 Response

April - Upon further discussion with our team, it is Camden County's position that we will stand by our response of 10/29. Our reliance on the real estate acquisition exemption has been examined by the AG's office on two different occasions prior and has been found to be a valid temporary exemption. As to your assertions regarding the referenced hazard study, the county is not in possession of any material compliant to your request. County officials have been briefed on the study prepared by Aerospace Corporation but are not in receipt of the actual documents and supporting data which also fall under the GORA real estate acquisition exemption, protected federal subject matter exemption, and ITAR. It is also my understanding that you are in litigation with the FAA concerning a parallel FOIA request. I would additionally defer to the FAA or the outcome of the District Court litigation on any federal exemption issues.

I hope that you have a happy holiday season.

John S. Myers

County Attorney
Camden County Board of Commissioners
P.O.Box 99
200 East Fourth Street
Woodbine, Georgia 31569
Phone (912) 510-8400 Fax (912) 576-5647
countyattorney@co.camden.ga.us



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Think Globally, Act Locally!

Georgia has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Camden County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law. If you have received this email in error please notify the Camden County, Georgia IT Division at 912-576.5640.

Exhibit 18



GEORGIA DEPARTMENT OF LAW

CHRISTOPHER M. CARR
ATTORNEY GENERAL

40 Capitol Square SW
Atlanta, Georgia 30334-1300

www.law.ga.gov
(404) 656-3300

Writer's Direct Dial:
404-656-4168
Fax 404-657-9932
jcolangelo@law.ga.gov

April 2, 2018

Via email: vkl@fbglaw.com

Mr. V. Kevin Lang, Esq.
Fortson, Bentley & Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606

Re: *Your email to our office regarding a "hazard analysis" created for the Camden County spaceport project*

Dear Mr. Lang:

I am writing in response to your email to our office, received on March 29, 2018, about an Open Records request sent to Camden County for a "hazard analysis." I understand from the correspondence I've received that the county contracted with a private company to produce the hazard analysis at issue here and that this report is related to the ongoing spaceport project. I also have a copy of an email from Katie Bishop, the County Clerk, saying—in response to a request for this document—that the hazard analysis is exempt from release under an exception to the Open Records Act, O.C.G.A. § 50-18-72(a)(9), because it constitutes an "engineering or feasibility estimate" created relative to a real estate transaction.

Our office has an Open Government mediation program that assists individuals with their Open Records requests, encourages compliance with the Open Records Act, and works to educate both citizens and local governments about the requirements of the Act. It appears that in 2016, Steve Weinkle contacted our office as part of that program, seeking assistance with an Open Records request he submitted to Camden County. He requested a variety of records from the county, including what he called a "hazard analysis/study/report." In response to our inquiry to the county, John Myers responded with additional information about the project and real estate transaction that the requested records were related to. In our closing letter to Mr. Weinkle, we noted that the county had complied with the requirement in O.C.G.A. § 50-18-71(d) that when records are withheld, the agency must notify the requester of the specific legal authority exempting the records. The county also expressed an intent to comply with the requirement of O.C.G.A. § 50-18-72(a)(9) that the records be made available for inspection after the real estate transaction is consummated or terminated.


Mr. V. Kevin Lang, Esquire
April 2, 2018
Page 2

Our letter to Mr. Weinkle did not offer an opinion on whether or not the requested records actually fell within the category of records exempted by O.C.G.A. § 50-18-72(a)(9). Given that we had not seen the hazard analysis, we could not have offered an opinion on that issue. However, we considered the matter to be resolved since the county had expressed an understanding of their responsibilities under the Open Records Act and an intent to comply with the Act's requirements.

Similarly, the issues raised by April Lipscomb and the Southern Environmental Law Center in the March 28, 2018 letter to Mr. Myers are beyond the scope of the assistance that our office provides through our Open Government mediation program. The wording of the (a)(9) exception is quite broad ("[r]eal estate appraisals, engineering or feasibility estimates, or *other records* made for or by the state or a local agency *relative to* the acquisition of real property") and it would not be appropriate for us to offer an opinion on whether that exception applies to a document that we have not seen.

The Open Records Act does have a private right of action, which allows actions "in law and in equity against persons or agencies having custody of records open to the public." Such an action, which may include an *in camera* inspection of the withheld records by a judge, may be an option for you to explore in this situation to determine whether the hazard analysis was properly withheld under the (a)(9) exception.

Sincerely,


Jennifer Colangelo
Assistant Attorney General

cc: April Lipscomb
John S. Myers

Exhibit 19

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

January 4, 2019

Via E-mail and Certified Mail

Andrew Nelson
Founder and CEO
NelsonCFO, Inc. d/b/a
Nelson Aerospace Consulting Associates
2830 South Hulen Street, #105
Fort Worth, TX 76109
aanelson2@gmail.com

Re: **Georgia Open Records Act Request, O.C.G.A § 50-18-70**

Dear Mr. Nelson:

As you are aware, Camden County, Georgia is pursuing a license from the Federal Aviation Administration (FAA) to operate a commercial spaceport, to be called Spaceport Camden, on the southern Georgia coast. We understand that Camden County has contracted with you to provide numerous services relating to Spaceport Camden.

All documents prepared by you or sent to you for or on behalf of Camden County relating to Spaceport Camden are “public records” under the Georgia Open Records Act (GORA).¹ These public records belong to the people of the State of Georgia and must be made publicly available unless specifically exempted from disclosure by law or court order.²

The Southern Environmental Law Center is a nonprofit environmental advocacy organization that uses the power of the law to protect the environment of the Southeast, including the southern Georgia coast. We promote government transparency and routinely seek public records so that the public can learn more about government projects that may affect public health, safety, and the environment. Spaceport Camden is a proposed government project that could have significant and irreversible effects on surrounding communities and the environment, and along with our partners, we are seeking as much information as we can about those effects.

Accordingly, we respectfully request that you produce all of the following public records in your possession or control that relate to Spaceport Camden:

¹ A “public record” means “all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.” Ga. Code Ann. § 50-18-70(b)(2). Camden County is an “agency” under GORA. *Id.* §§ 50-18-70(b)(1), 50-14-1.

² Ga. Code Ann. § 50-18-71(a).

- Each of the analyses and calculations mentioned in the attached email chain (Exh. A) and the attached Spaceport Camden Blog post, “The ABCs of OEZs: Understanding Spaceport Camden’s Safety Criteria” (Exh. B), including all documents, data, inputs, and assumptions used or relied on in those analyses and calculations;
- Any and all public records prepared for or on behalf of Camden County to meet the “launch site location review—risk analysis” requirements set forth in 14 C.F.R. § 420.25, regardless of how those records are labeled, including all documents, data, inputs, and assumptions used to “estimate the casualty expectation associated with the flight corridor or impact dispersion area;”
- Any impact dispersion diagrams, impact dispersion areas, impact dispersion maps, the debris dispersion radius, expected casualty calculations for downrange populations, diagrams indicating potential flight corridors for launch vehicles, and the effective casualty area for the proposed spaceport;
- Any map or diagram or written description showing where debris from a launch site accident at the proposed spaceport could land; and
- All communications, including emails and text messages, sent between you, Camden County officials, The Aerospace Corporation employees, and/or other subcontractors or consultants regarding any of the above-mentioned public records.

Our request for emails includes emails located in your inbox, sent items folder, deleted items folder, and any folders you may have created to store Spaceport Camden related emails. Our request for emails also includes all attachments. Please note that the alteration or destruction of public records in a manner not authorized by Camden County is a misdemeanor.³

We prefer to receive electronic versions of all requested records via email or an online file sharing system. If necessary, however, we will meet you in Camden County or another agreed upon location to review the public records in person. Please contact us if you would like to discuss alternative methods of making the public records available for our review.

GORA requires you to produce public records within three business days.⁴ If you cannot meet that deadline, you must provide us with a response that describes the public records that are responsive to our request and establishes a schedule for production. If you believe that any public record or portion of a record is exempt from disclosure, please describe the record or portion thereof and cite to the precise exemption in GORA that allows for nondisclosure. You are authorized to redact only the portion of a public record that is explicitly exempt from disclosure under GORA, and you are obligated to produce all remaining portions of that public record.⁵

³ *Id.* § 50-18-102(c).

⁴ *Id.* § 50-18-71(b)(1)(A).

⁵ *Id.* § 50-18-72(b) (This Code section shall be interpreted narrowly so as to exclude from disclosure only that portion of a public record to which an exclusion is directly applicable. It shall be the duty of the agency having custody of a record to provide all other portions of a record for public inspection or copying.).

We also understand you have concerns about the International Traffic in Arms Regulations (ITAR). However, we are not requesting to export launch vehicles, payloads, or other “defense articles” on the U.S. Munitions List out of the United States. Only “technical data” under ITAR could possibly be exempt from disclosure under GORA. “Technical data” means information “which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles.”⁶ It “does not include information concerning general scientific, mathematical or engineering principles commonly taught in schools, colleges and universities or information in the public domain.”⁷

We are not seeking any information that is required to design, develop, produce, manufacture, assemble, operate, repair, test, maintain, or modify launch vehicles, payloads, or other items on the U.S. Munitions List. Rather, we are seeking information relating to the public safety and environmental impacts of spaceport operations. To the extent any public records contain technical data, you should redact those portions of the requested public records. All other portions of the records, such as public safety information, must be produced under GORA.

In addition, we are not seeking public records that are directly related to the purchase of real property for the spaceport, including purchase-option agreements, real estate appraisals, or engineering estimates (costs) to construct the launch pad, lighting towers, and other improvements on the real property for the proposed spaceport.

Overall, we hope to work collaboratively with you on this request. We believe that we can find a mutually agreeable process by which we can obtain the public records we seek while also protecting any information that need not be made publicly available. If you have any questions or wish to discuss this matter, please reach out any time.

Sincerely,



April Lipscomb
Staff Attorney
Southern Environmental Law Center
10 10th Street, NW, Suite 1050
Atlanta, Georgia 30309
(404) 521-9900
alipscomb@selcga.org

Cc: Megan Desrosiers
Chief Executive Officer
One Hundred Miles
megan@onehundredmiles.org

Encl.

⁶ 22 C.F.R. § 120.10(a)(1) (emphasis added).

⁷ *Id.* § 120.10(a)(5).

Exhibit 20

Alicia Clark

From: April Lipscomb
Sent: Thursday, January 31, 2019 3:28 PM
To: Alicia Clark
Subject: FW: Spaceport Camden - GORA Request

From: Andrew Nelson [<mailto:aanelson2@gmail.com>]
Sent: Tuesday, January 15, 2019 11:53 AM
To: April Lipscomb
Subject: Re: Spaceport Camden - GORA Request

Dear Ms. Lipscomb:

Please accept this response to your inquiry dated January 4th, 2019 for materials associated with a risk analysis performed for the Spaceport Camden project. I would have responded sooner but I was fighting a terrible cold or flu bug for most of last week and your email got buried, and the certified copy of the letter has not been received. Again, my apologies for the delayed response found below.

The County has expressed to the SELC that it is dedicated to transparency in the Spaceport Camden Federal Aviation Administration (FAA) application process and strives to keep the public informed and aware of the issues surrounding that matter. However, the Camden County Board of Commissioners (CCBC) and all contractors on the project are also subject to a number of restrictions and considerations that provide for the withholding of certain information due to security considerations or pending the completion of the County's real estate acquisition and the successful completion of its launch site operator license (LSOL) application. Regrettably, these federal restrictions and state considerations dictate my response to you today.

The FAA licensing and permitting process for CCBC to obtain a launch site license on the proposed spaceport site requires a policy review, launch site location review, safety review and environmental review. The FAA presented an overview of the process to stakeholders and public at the scoping meetings, draft environmental impact statement public hearings and on their website. As I recall, SELC representatives were present for some, if not all of these public meetings.

You have requested an analysis that meets 14 CFR § 420.25. OCGA § 50-18-72(a)(25)(A) inclusive provides for a security exemption from disclosure of security and risk analysis.

The risk analysis contains descriptions that are the trade secrets of The Aerospace Corporation. Pursuant to OCGA § 50-18-72(a)(34) the methodology and related descriptions of the analysis that are trade secrets of The Aerospace Corporation are exempt from public release.

A risk analysis document that meets 14 CFR § 420 requirements, back up/input data, methodology descriptions, and certain outcomes are reasonably believed to contain technical data and/or could be interpreted as the furnishing of a defense service, and therefore are restricted from general release under 22 CFR §§ 120-130 "International Traffic in Arms Regulations" (ITAR) and provisions of the "Missile Technology Control Regime" (MTCR). Because federal law

prohibits the public release of this information, the information is also exempt from release under OCGA § 50-18-72(a)(1).

The County has earlier explained to the SELC that the purchase of the UCC property for the establishment of Spaceport Camden is contingent on the successful application to the FAA for a LSOL. One of the "engineering or feasibility estimates" that the LSOL application hinges upon is the risk analysis; therefore, the purchase of the real estate is directly linked to the risk analysis. Pursuant to OCGA §§ 50-18-72(a)(9) and (10), any risk analysis as a record that has been made for or by the local agency relative to the acquisition of real property is exempt until consummation or abandonment of the project, and only then if it is not deemed to contain trade secrets, security information subject to control, or information subject to federal law and international treaty restrictions noted in the paragraphs above.

Thank you for your recent inquiry. With kindest regards, Andrew Nelson

On Fri, Jan 4, 2019 at 1:28 PM April Lipscomb <alipscomb@selcga.org> wrote:

Mr. Nelson:

Please review the attached Georgia Open Records Act request and provide a response within three business days. Thank you for your prompt attention to this important matter.

Sincerely,

April Lipscomb

April S. Lipscomb

Staff Attorney

[Southern Environmental Law Center](#)

Ten 10th Street NW, Suite 1050

Atlanta, Georgia 30309

404-521-9900 (phone)

404-521-9909 (fax)

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Exhibit 21

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

January 2, 2019

Via Certified Mail

Hon. Steven J. Isakowitz
President and CEO
The Aerospace Corporation
P.O. Box 92957
Los Angeles, CA 90009-2957

Malissia R. Clinton
Sr. Vice President, General Counsel, and Secretary
The Aerospace Corporation
P.O. Box 92957
Los Angeles, CA 90009-2957

Re: **Georgia Open Records Act Request, O.C.G.A § 50-18-70**

Dear Mr. Isakowitz and Ms. Clinton:

As you may be aware, Camden County, Georgia is pursuing a license from the Federal Aviation Administration (FAA) to operate a commercial spaceport, called Spaceport Camden, on the southern Georgia coast. We understand that Camden County has contracted with The Aerospace Corporation (Aerospace) to perform various analyses and prepare various documents relating to the proposed spaceport. Camden County has also contracted with Andrew Nelson, Nelson Aerospace Consulting Associates, to provide numerous services relating to Spaceport Camden, which may include communicating with Aerospace on behalf of Camden County.

All documents prepared by or sent to Aerospace for or on behalf of Camden County relating to Spaceport Camden are “public records” under the Georgia Open Records Act (GORA).¹ These public records belong to the people of the State of Georgia and must be made publicly available unless specifically exempted from disclosure by law or court order.²

The Southern Environmental Law Center is a nonprofit environmental advocacy organization that uses the power of the law to protect the environment of the Southeast, including the southern Georgia coast. We promote government transparency and routinely seek public records so that the public can learn more about government projects that may affect public

¹ Under GORA, “public record” means “all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.” Ga. Code Ann. § 50-18-70(b)(2). Camden County is an “agency” as that term is defined by GORA. *Id.* §§ 50-18-70(b)(1), 50-14-1.

² Ga. Code Ann. § 50-18-71(a).

health, safety, and the environment. Spaceport Camden is a proposed government project that could have significant and irreversible effects on surrounding communities and the environment, and along with our partners, we are seeking as much information as we can about those effects.

Accordingly, we respectfully request that Aerospace produce all public records in its possession that relate to Spaceport Camden, including but not limited to the following:

- Aerospace's analyses and calculations mentioned in the attached blog post from the Spaceport Camden Blog, "The ABCs of OEZs: Understanding Spaceport Camden's Safety Criteria" (Exh. A), including all data, inputs, and assumptions used or relied on in those analyses and calculations;
- All other public records prepared for or on behalf of Camden County by Aerospace relating to Spaceport Camden, including but not limited to documents, letters, notes, assessments, analyses, memoranda, exhibits, maps, and diagrams;
- All public records received by Aerospace and sent from Camden County or Andrew Nelson relating to Spaceport Camden;
- All contracts, professional services agreements, and scope of work documents establishing the terms and conditions of Aerospace's work on behalf of Camden County relating to Spaceport Camden;
- All emails sent between Aerospace and Camden County officials and staff, including but not limited to Steve Howard, Shawn Boatright, John Myers, Katie Bishop, Lannie Brant, Chuck Clark, Jimmy Starline, Gary Blount, and Ben Casey, relating to Spaceport Camden;
- All emails sent between Aerospace and Andrew Nelson relating to Spaceport Camden;
- All internal emails sent among Aerospace employees relating to work performed for or on behalf of Camden County for Spaceport Camden; and
- Any and all communications, including emails, between Aerospace and the FAA relating to Spaceport Camden, to the extent that Aerospace was communicating with the FAA for or on behalf of Camden County.

GORA typically requires agencies to produce public records within three business days of receiving the request.³ To the extent that Aerospace is unable to provide responsive records to us within three days, please instead provide us with a response that describes the public records in its possession that are responsive to our request and an estimated schedule for production.⁴ To the extent that Aerospace believes that any public record or portion of a public record is exempt from disclosure, please describe the record or portion thereof that it believes to be exempt and

³ *Id.* § 50-18-71(b)(1)(A).

⁴ *Id.*

cite to the precise exemption in GORA that allows for nondisclosure. Aerospace may produce redacted versions of public records so long as only the exempted material is redacted.⁵

We would prefer to receive electronic versions of all requested records via email or an online file sharing system. Please contact us if you would like to discuss alternative methods of making the public records available for our review.

Overall, we hope to work collaboratively with you on this request. We believe that we can find a mutually agreeable process by which we can obtain the public records we seek while also protecting any confidential business information or other Aerospace-related information that need not be made publicly available.

If you have any questions or wish to discuss this matter, please reach out any time at the phone number or email address listed below. Thank you for your prompt attention.

Sincerely,



April Lipscomb
Staff Attorney
Southern Environmental Law Center
10 10th Street, NW, Suite 1050
Atlanta, Georgia 30309
(404) 521-9900
alipscomb@selcga.org

Cc: Megan Desrosiers
Chief Executive Officer
One Hundred Miles
P.O. Box 2056
Brunswick, GA 31520
(912) 264-4111
megan@onehundredmiles.org

Encl.

⁵ *Id.* § 50-18-72(b) (This Code section shall be interpreted narrowly so as to exclude from disclosure only that portion of a public record to which an exclusion is directly applicable. It shall be the duty of the agency having custody of a record to provide all other portions of a record for public inspection or copying.).

Exhibit A

UNCATEGORIZED

The ABCs of OEZs: Understanding Spaceport Camden's Safety Criteria

Spaceport Camden Blog

Posted by JOHN SIMPSON on MAY 14, 2018

Last week the Tribune & Georgian printed some excerpt of emails exchanged between Camden County and property owners on Little Cumberland Island regarding Land Hazard Areas, overflight exclusion zones and their potential to close and/or require evacuations of Cumberland Island and Little Cumberland Island.

This blog post will explain how these terms are used in the Code of Federal Regulations, the steps Camden County has taken to identify overflight exclusion zones and Land Hazard Areas, the due diligence the County has undertaken to ensure a variety of companies can launch from Spaceport Camden and our efforts to ensure property owners on Cumberland Island and Little Cumberland Island can remain on their property during launches.

A BASELINE UNDERSTANDING OF SAFETY CRITERIA IN THE CODE OF FEDERAL REGULATIONS

Launches from Spaceport Camden are generally governed by several separate sections of the Code of Federal Regulations (CRF). The license to operate Spaceport Camden, the license Camden County is seeking, is known as a launch site operators license (LSOL). LSOL's are governed by 14 CFR 420.

Before any launch company (Vector, ABL, SpaceX etc.) can launch a rocket from Spaceport Camden, they must also receive a license from the FAA pursuant to 14 CFR 415 and meet the launch safety criteria outlined in 14 CFR 417. There are other sections of the CFRs that govern licenses for re-entry of various objects as well, but are not addressed here as they do not impact our discussion topic.

Therefore, in order to have a successful spaceport, you need to be sure your launch site meets the requirements of 14 CFR 420 before you can get a license and you want to be sure potential customers can pass the safety criteria in 14 CFR 417.

There are some terms that seem the same but have different definitions within the CFR. To make them clear, we have highlighted them below.

Overflight Exclusion Zone (OEZ) – This term is found in 14 CFR 420. The flight corridor will include an OEZ “where the public risk criteria of $1 * 10^{-4}$ would be exceeded if one person were present in the open.”

Land Hazard Area– This term is found in 14 CFR 417 where the FAA notes for a land mass “a launch operator may initiate flight only if the risk to any individual member of the public does not exceed a casualty expectation of $1 * 10^{-6}$ for each hazard.”

***Note, this is a similar, but 2 orders of magnitude more stringent requirement to meet than the OEZ requirement (which is 1×10^{-4}).*

So now that we have a baseline understanding of the safety criteria and the terminology in the Code of Federal regulations let's take a look at how this all applies to Spaceport Camden.

Spaceport Camden Blog

ALLOWABLE OEZ CALCULATION METHODS AND FINDINGS

Within 14 CFR 420, there are two appendices, A and B that describe **example** methods to define a flight corridor, and a subset of the flight corridor called the OEZ. **Neither of these appendices are required to be used by an applicant**, as noted in 14 CFR 420.23(a)(3) that states:

Uses one of the methodologies provided in appendix A or B of this part. The FAA will approve an alternate method if an applicant provides a clear and convincing demonstration that its proposed method provides an equivalent level of safety to that required by appendix A or B of this part.

Spaceport Camden has elected to use a quantitative method of calculating the Overflight Exclusion Zone for a specific launch vehicle and trajectory. Spaceport Camden contracted with The Aerospace Corporation, a private company that utilizes using specialized algorithms and models to performs various safety related analyses including calculating the OEZ areas.

The Aerospace Corporation performs these analyses for many parts of the US Government and private entities. For Spaceport Camden, The Aerospace Corporation calculated the flight corridor and OEZ pursuant to the quantitative requirements of 14 CFR 420.23(a)(1) and (2), respectively and found that **the OEZ does not reach Little Cumberland Island or Cumberland Island for the largest planned rocket to be flown from Spaceport Camden.**

As noted earlier, the OEZ is just one of two exclusion areas that ultimately need to be determined. While Spaceport Camden is only required to calculate the OEZ to obtain its license from the FAA, potential customers will need to calculate, among other things, a Land Hazard Area for their individual launches. Therefore, The Aerospace Corporation was further tasked to perform the safety analysis required for launch operators under 14 CFR 417 to ensure the safety of the public and that future customers could reasonably obtain a launch license from Spaceport Camden.

Spaceport Camden is not required to perform this 14 CFR 417 individual risk analysis to gain a launch site operators license, however, we wanted to be sure companies could launch from Spaceport Camden without requiring property owners to leave their property on Cumberland Island or Little Cumberland Island. **Again, no Land Hazard Areas were identified on Cumberland Island or Little Cumberland Island for a representative medium-large launch vehicle (the size of a Falcon 9 rocket); the largest planned size rocket to be launch from our site.**

ASSUMPTIONS IN OUR CALCULATIONS

Because the Aerospace Corporation calculated the OEZ and Land Hazard Areas using

specialized algorithms and models we have received inquiries and feedback asking if Spaceport Camden used liberal assumptions (such as census records that show zero population on Little Cumberland Island, or assuming homeowners to shelter inside "bunkers", or rocket failure rates below the range specified in the Draft EIS) to achieve these favorable results. Nothing could be further from the truth.

Spaceport Camden Blog

In fact, Spaceport Camden used highly conservative assumptions. Here are just a few examples:

- For one launch, we assumed a launch trajectory of 83 degrees. This is a flight path that makes little sense commercially due to the science and math of orbital mechanics because you can get to the same orbit flying a little southeast (away from Little Cumberland Island, as flying a little northeast over Little Cumberland Island. But it is a very conservative trajectory assumption because it flies over the most amount of people, and hence drives up the calculated risk results.
- We assumed the largest launch vehicle that will be launched at Spaceport Camden, a medium-large rocket similar to a SpaceX Falcon 9 or United Launch Alliance Atlas V.
- We assumed every structure on Little Cumberland Island was inhabited 24 hours a day, 7 days a week, 365 days per year.
- We assumed all population on Little Cumberland Island were located outside, in the open air, not inside any structure or hardened shelter.
- We assumed a rocket failure rate well in excess of the 2.5%-6% rate specified in the EIS.

Even with these conservative assumptions, Spaceport Camden launch trajectories passed the Aerospace Corporation safety analysis.

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Exhibit 22



The Aerospace Corporation
2310 E. El Segundo Blvd.
El Segundo, CA 90245-4609

310.336.5000

MAILING ADDRESS
P.O. Box 92957
Los Angeles, CA 90009-2957

www.aerospace.org

January 15, 2019

April Lipscomb
Staff Attorney
Southern Environmental Law Center
10 10th Street, NW, Suite 1050
Atlanta, Georgia 30309

Megan Desrosiers
Chief Executive Officer
One Hundred Miles
P.O. Box 2-56
Brunswick, GA 31520

Re: Georgia Open Record Act Request, O.C.G.A. § 50-18-70;
Applicability

Ms. Lipscomb and Ms. Desrosiers:

Thank you for your request. At this time, The Aerospace Corporation ("Aerospace") does not possess "public records" in association with Camden County, Georgia related to Spaceport Camden. In accordance with O.C.G.A. § 50-18-70(b)(1)&(2), Aerospace is neither an "agency" nor maintaining "public records" for an agency in association with Camden County, Georgia as it pertains to Spaceport Camden. Aerospace is a non-profit corporation organized in California that operates a Federally Funded Research and Development Center (FFRDC) and a private entity. Aerospace did not contract with or produce documents on behalf of Camden County. As such, Aerospace does not have any material captured under the request or subject to the Georgia Open Public Records Act.

For further information on Spaceport Camden, please contact the specific Camden County agency overseeing the spaceport directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Ozkibas', written over a horizontal line.

John Ozkibas
Attorney – Export Control
Office of General Counsel & Export Control Office
The Aerospace Corporation

Exhibit 23

SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 404-521-9900

TEN 10TH STREET NW, SUITE 1050
ATLANTA, GA 30309-3848

Facsimile 404-521-9909

January 29, 2019

Katie Bishop
County Clerk
Camden County
kberry@co.camden.ga.us

VIA Email

Re: **Georgia Open Records Act Request, O.C.G.A § 50-18-70**

Dear Ms. Bishop:


We recently learned that the Camden County Board of Commissioners has formally submitted its application for a Launch Site Operator License (LSOL) to the Federal Aviation Administration's Office of Commercial Space Transportation. Under the Georgia Open Records Act (GORA), we request a copy of the LSOL application and all documents used or relied upon to prepare the application. The word documents includes but is not limited to analyses, calculations, exhibits, maps, diagrams, letters, memoranda, emails, photographs, images, notes, graphs, tables, charts, illustrations, and attachments.

For any documents in which you claim an exemption or exception under GORA, please identify the specific exemption or exception that you believe applies. You may redact only those portions of the requested documents in which a specific GORA exemption or exception applies. All other portions of the public records must be disclosed.

I am prepared to pay reasonable search and retrieval fees, but please inform me in advance if such fees are expected to exceed \$100. To minimize costs, I am available to review responsive documents in person.

Thank you for your assistance in this matter. Should you have any questions, please contact me at 404-521-9900, or via email at alipscomb@selcga.org.

Sincerely,



April Lipscomb
Staff Attorney

Exhibit 24

From: [Katie Bishop](#)
To: [April Lipscomb](#)
Cc: [John S. Myers](#); [Megan Desrosiers](#)
Subject: RE: GORA request - Spaceport Operator License application
Date: Wednesday, January 30, 2019 3:27:17 PM
Attachments: [image003.png](#)

Please accept this email as official notification that your open records request has been received by my office and is currently being processed. In accordance with O.C.G.A. § 50-18-72(a)(1) this document will require inspection for possible redaction. Also, in accordance with O.C.G.A. § 50-18-71(d) there may be a cost associated with this request for redaction. Once determined, any costs will be sent to you for review and acceptance prior to the work being performed.

In the meantime, should you need anything further, please contact me and I will do my best to assist you.

Thank you,

Your opinion counts! Please take our [Customer Service Survey](#).

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Katie Bishop, Certified County Clerk
Open Records Officer
GCCA District 12 Director, GCCA Vice-President
Office of the County Clerk
Camden County Board of County Commissioners
P.O. Box 99
200 East Fourth Street
Woodbine, Georgia 31569
Phone (912) 576-5651 Fax (912) 576-5647
kberry@co.camden.ga.us

-



L.E.S. is more!
Leadership, Education, Service
Georgia Clerks, County and City, working together.

From: April Lipscomb [mailto:alipscomb@selcga.org]
Sent: Tuesday, January 29, 2019 12:29 PM
To: Katie Bishop <kberry@co.camden.ga.us>
Cc: John S. Myers <countyattorney@co.camden.ga.us>; Megan Desrosiers <megan@onehundredmiles.org>
Subject: GORA request - Spaceport Operator License application

Ms. Bishop,

Please see the attached GORA request and kindly respond within three business days.

Thank you!

April

April S. Lipscomb

Staff Attorney

[Southern Environmental Law Center](#)

Ten 10th Street NW, Suite 1050

Atlanta, Georgia 30309

404-521-9900 (phone)

404-521-9909 (fax)

This message is intended only for the use of the addressee and may contain privileged or confidential information. If you are not the intended recipient, the use or dissemination of this message or any attachments is strictly prohibited. If you have received this message in error, please notify me immediately by email and delete the original message and any attachments.

Georgia has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Camden County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law. If you have received this email in error please notify the Camden County, Georgia IT Division at 912-576.5640.

Exhibit 25

From: [Katie Bishop](#)
To: [April Lipscomb](#)
Subject: Response - Open Records Request
Date: Wednesday, February 06, 2019 3:44:18 PM
Attachments: [image001.png](#)
Importance: High

Attorney Lipscomb,

After further review, it has been determined that the document requested is exempt from disclosure according to O.C.G.A. § 50-18-72(a)(9) Real estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property until such time as the property has been acquired or the proposed transaction has been terminated or abandoned.

"a copy of the LSOL application and all documents used or relied upon to prepare the application. The word documents includes but is not limited to analyses, calculations, exhibits, maps, diagrams, letters, memoranda, emails, photographs, images, notes, graphs, tables, charts, illustrations, and attachments."

Successful completion of the launch site operators license application process is necessary before purchase of the proposed site. Once the property has either been acquired or the proposed transaction has been abandoned, the application may be produced subject to Federal exemption requirements.

Thank you,

Your opinion counts! Please take our [Customer Service Survey](#).

-

***Katie Bishop*, Certified County Clerk**
Open Records Officer
GCCA District 12 Director, GCCA Vice-President
Office of the County Clerk
Camden County Board of County Commissioners
P.O. Box 99
200 East Fourth Street
Woodbine, Georgia 31569
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