

After recording return to:
Stuart R. Halpern, Esq.
Weiner Shearouse Weitz Greenberg & Shawe, LLP
14 East State Street
Savannah, GA 31401

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT entered into this ____ day of November, 2020, by and between NIGELE LAMBERT (hereinafter referred to as “Grantor”), and the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, its successors and assigns (hereinafter referred to as “Grantee”).

WHEREAS, Grantor owns those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, Chatham County, Georgia, being more particularly described on Exhibit A, attached hereto, and incorporated herein by reference. (the “Property”); and

WHEREAS, Grantor has agreed to grant and convey unto Grantee certain perpetual easements and privileges within a portion of the Property comprising approximately 0.006 acres, and being more particularly described on Exhibit B, attached hereto, and incorporated herein by reference (hereinafter referred to as the “Sidewalk Easement Area”), as shown on the survey attached hereto as Exhibit C and incorporated herein by this reference (the “Survey”).

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has granted and conveyed, and by these presents does hereby grant and convey, unto Grantee, its successors and assigns, a perpetual easement (the “Easement”) over and across the Sidewalk Easement Area with the right to construct, install, operate, maintain, extend, repair, replace, relocate, add to, modify and remove sidewalk improvements (the “Sidewalk Improvements”), which such Sidewalk Improvements may include, without limitation, paved areas consisting of such materials as determined by Grantee; together with: (i) all rights necessary or convenient for the full use and enjoyment of the Sidewalk Easement Area for such purposes, (ii) rights of ingress and egress across the Sidewalk Easement Area, (iii) the right to permit pedestrian passage on and across the Sidewalk Easement Area, and (iv) and such other rights as provided for in this Easement.

Grantee is permitted to maintain, repair, replace and relocate the Sidewalk Improvements subject to the terms of this Easement. Grantee shall have the right to perform such grading, ditching, drainage, filling, construction, repair, surfacing, resurfacing, and other work or improvements as may be necessary to preserve the Sidewalk Improvements for the uses and purposes described herein. Grantee shall have the right to ingress and egress over, across and upon the Property adjoining the Sidewalk Easement area as is reasonably necessary to maintain, repair, replace and relocate the Sidewalk Improvements. Grantee shall obtain any and all requisite permits, licenses and government approvals prior to performing such work, and Grantee will not do or permit anything that would violate any applicable laws, rules, regulations or covenants of record, or any certificates of occupancy affecting the Property.

Grantor shall not construct or place any obstructions on, within or across the Sidewalk Easement Area. Grantee shall have the right to cut and remove, and thereafter to keep cleared, from the Sidewalk Easement Area all trees, shrubs and other obstructions located on or immediately adjacent to the Sidewalk Easement Area as and to the extent necessary to accommodate continuous use of the sidewalk, subject to the terms and conditions set forth herein. No fence, wall, curb, improvements or other barrier shall be erected or constructed on or within the Sidewalk Easement Area, which would restrict, impede or interfere with access to the Sidewalk Improvements or Sidewalk Easement Area, excluding however, any improvements placed within the Sidewalk Easement Area by Grantee and its successors and assigns. Grantee shall have the right to remove all buildings, improvements and other obstructions placed now or hereafter in the Sidewalk Easement Area by Grantor or any other person.

Subject to the foregoing, Grantor shall retain all other customary incidents and rights of ownership with respect to the Sidewalk Easement Area, including but not limited to the right to use such property in any manner that does not interfere with or diminish Grantee's rights and easements provided for herein.

This Easement shall be governed by and interpreted according to the laws of the State of Georgia. It is expressly agreed that no breach, whether or not material, of the provisions of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement, but such limitation shall not affect, in any manner, any other legal or equitable rights or remedies which any party may have hereunder by reason of any such breach.

All rights, title and privileges herein granted, including all benefits and burdens, shall be perpetual, shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, legal representatives, successors and assigns, where the context requires or permits.

TO HAVE AND TO HOLD said easements to the Grantee, its successors and assigns, for the aforesaid purposes, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed under seal on the day, month and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Witness

NIGELE LAMBERT (Seal)

Notary Public

My commission expires:

EXHIBIT A
Legal Description of Property

ALL that certain lot, tract or parcel of land situate, lying in Wilkins Ward in the City of Savannah, Chatham County, Georgia and being known as Lot Number One Hundred Thirty-eight (138), upon a map or plan of Edgemere Subdivision prepared by J. O. Leverette dated March 24, 1943, of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book A, Page 63. Express reference is hereby made to the aforesaid map for better determining the metes, bounds and dimensions of the property herein conveyed.

ALSO, an unnumbered lot lying contiguous to the above described lot, all of which also is shown upon a plat prepared by Exley Surveyors, Inc., for Nigele Lambert dated October 30, 1992 and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Plat Record Book 12-P, Folio 120. Express reference being made to said plat for a more particular description of the conveyed premises, said plat being incorporated herein by reference and made a part of this description.

This being the same property conveyed by Warranty Deed dated November 30, 1992 from Mary Annie R. Hatcher to Nigele Lambert and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Record Book 157-H, Page 48.

EXHIBIT B
Legal Description of Sidewalk Easement Area

All that tract or parcel of land lying and being in the 7th G.M.D. in the City of Savannah, Chatham County, Georgia, containing 0.006 acres of land and identified as portions of concrete and wooden sidewalk improvements encroaching into Lot 138 of the Edgemere Subdivision in the Wilkins Ward, situated at the Southeast corner at the intersection of East 55th Street and Cedar Street, as shown on the Boundary Survey prepared for Nigele Lambert, as prepared by Atlas Surveying, Inc, dated 05-18-2020, revised on 6-25-2020, and more particularly described as follows:

COMMENCING at the TRUE POINT OF BEGINNING at a calculated point along the Easterly Margin of the 50 foot wide Right of Way for Cedar Street at the intersection with the Southerly Margin of the 60 foot Right of Way for East 55th Street, said point being 1.17 Northerly from an "X-Mark" found scribed into the concrete sidewalk,
THENCE, along the East 55th Street Right of Way, S 70° 41' 18" E, a distance of 1.02 feet to a point,
THENCE S 18° 37' 30" W, a distance of 43.08 feet to a point,
THENCE S 17° 56' 37" W, a distance of 35.36 feet to a point,
THENCE S 18° 11' 01" W, a distance of 37.86 feet to a point,
THENCE S 64° 11' 58" W, a distance of 5.28 feet to a point along the Easterly Margin of the 50 foot Right of Way for Cedar Street,
THENCE N 19° 35' 43" E, a distance of 120.02 feet to a calculated point at the intersection of Cedar Street with East 55th Street,
said point is **ALSO THE TRUE POINT OF BEGINNING.**

EXHIBIT C
Survey

[Attached hereto.]

LABEL	BEARING	DISTANCE
L1	S70°41'18"E	104.17
L2	S19°36'06"W	143.53
L3	N72°20'00"W	104.21
L4	N19°35'43"E	146.52
L5	S70°41'18"E	1.02
L6	S18°37'30"W	43.08
L7	S17°56'37"W	35.36
L8	S18°11'01"W	37.86
L9	S64°11'58"W	5.28
L10	N19°35'43"E	120.02

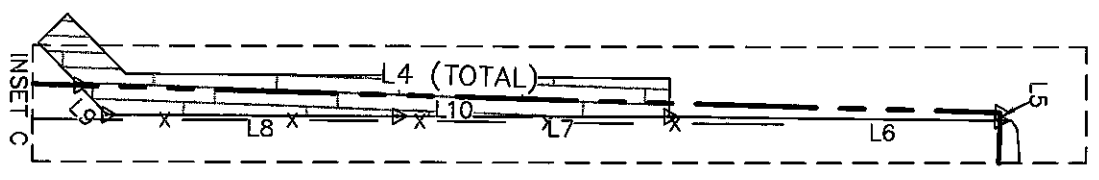
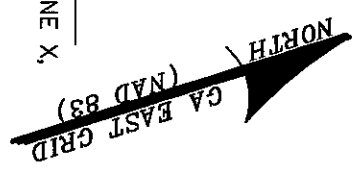
REFERENCE
1. PLAT BOOK: 12P PAGE: 120

TOTAL AREA: 0.347 ACRES
EOC FIELD: 1/19.576
ANG. EOC: 06"/ANGLE POINT
ADJ. METHOD: COMPASS RULE
EOC PLAT: 1/226.038
EQUIP. USED: TOPCON TOTAL STATION GTS9003

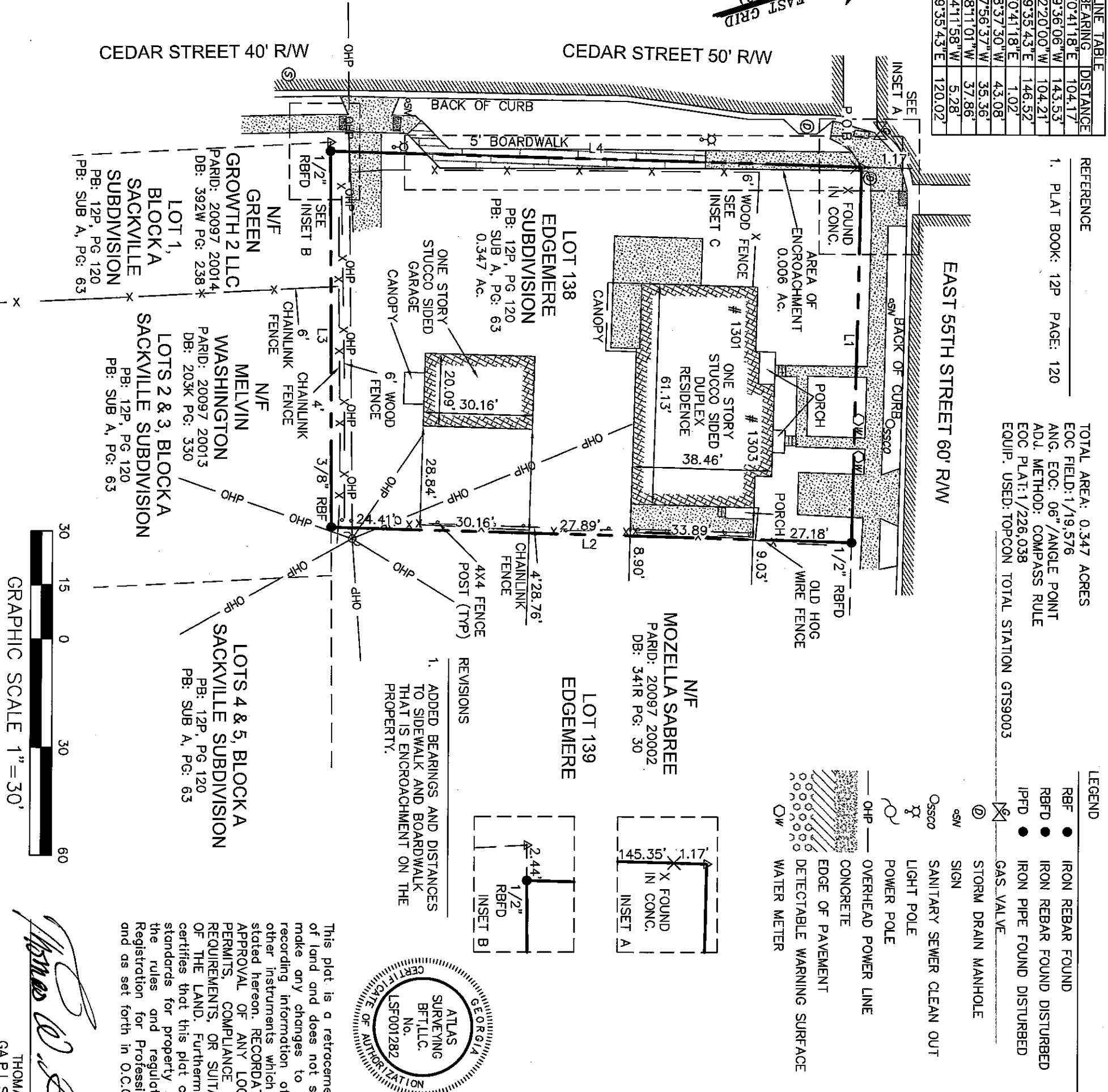
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

NOTES

1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X, FIRM PANEL 0162-G COMMUNITY 13051C.
2. HORIZONTAL DATUM IS GEORGIA EAST STATE PLANE GRID (NAD 83).

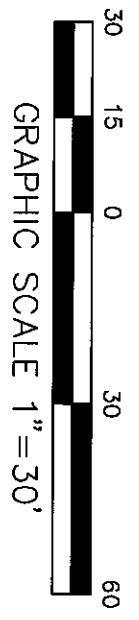


ATLAS SURVEYING, INC.
49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM

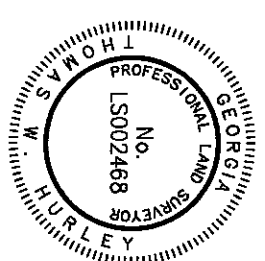
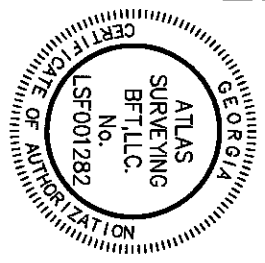
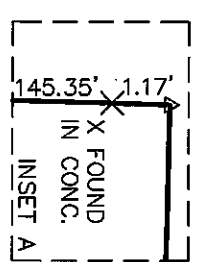
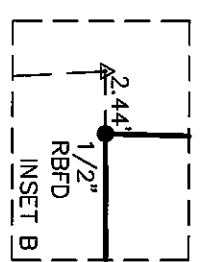


LEGEND

- IRON REBAR FOUND
- IRON REBAR FOUND DISTURBED
- IRON PIPE FOUND DISTURBED
- ⊗ GAS VALVE
- ⊙ STORM DRAIN MANHOLE
- ⊙ SIGN
- ⊙ SANITARY SEWER CLEAN OUT
- ⊙ LIGHT POLE
- ⊙ POWER POLE
- OHP — OVERHEAD POWER LINE
- CONCRETE
- EDGE OF PAVEMENT
- DETECTABLE WARNING SURFACE
- WATER METER



- REVISIONS
1. ADDED BEARINGS AND DISTANCES TO SIDEWALK AND BOARDWALK THAT IS ENCROACHMENT ON THE PROPERTY.



PREPARED FOR:
NIGELE LAMBERT
A BOUNDARY SURVEY OF
LOT 138,
#1301 E. 55TH STREET
WILKINS WARD
TAX PARCEL No.
20097 20001
7TH C.M.D.
THE CITY OF SAVANNAH
CHATHAM COUNTY, GEORGIA

FIELD WORK: NCN
FIELD CHECK: TMH
DRAWN BY: MAJF
DATE: 06-25-2020
SCALE: 1"=30'
PROJECT No.: BFT-20104
FILE: BFT-20104 B2.DWG

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Thomas W. Urley
THOMAS W. URLEY
GA.P.L.S. No. LS002468
6-25-2020

