
ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

**BOUHAN
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ATTORNEYS & COUNSELORS AT LAW

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File Number: 10394-6

ACCESS
EASEMENT

This Access Easement is made and entered into this day of _____, 2016, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** (hereinafter the "Grantor"), and **TRANS-WORLD PROPERTIES, LLC**, a Georgia limited liability company (hereinafter the "Grantee"), its successors and assigns.

WITNESSETH:

WHEREAS, Grantee is the owner of Lot 3-A ("Lot 3-A") and Lot 3-B ("Lot 3-B"; Lot 3-A and Lot 3-B shall be collectively known as the "Trans-World Lots") as shown on that plat entitled "Minor Recombination Subdivision Plat being a Recombination of Lot 3, Dean Forest Acres Subdivision and the Remaining Portion of Parcel 5, of the Pine Forest Tract, 7th G.M. District, Chatham County, Georgia", prepared by Michael A. Hussey, G.R.L.S. No. 2509, dated September 26, 2016, and recorded in Plat Book _____, page _____, Chatham County, Georgia records (the "Plat"), a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference;

WHEREAS, Grantor is the owner of that property shown as "25' Access Easement A" on the Plat (the "Access Easement Area");

WHEREAS, Grantor and Grantee desire to provide for access to and from the Trans-World Lots to Dean Forest Road.

WHEREAS, Grantee understands the easement grants solely the relocatable right of use, but no ownership interest in, the Access Easement Area.

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Access Easement.** Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement appurtenant to the Property over and across the Access Easement Area for the purpose of vehicular and pedestrian access, ingress and egress to and from the Property to Dean Forest Road. Grantor reserves the right to use the Access Easement Area for any purpose that does not unreasonably interfere with Grantee's permitted use of the Access Easement Area.

2. **Relocation of Easement Areas.** Grantor reserves the right to relocate the Access Easement Area so long as said relocation provides reasonable alternative access to the Property. If requested by Grantor, Grantee shall execute an amendment to this Agreement to be recorded in the Chatham County, Georgia records for the purpose of confirming the relocation of said Access Easement Area.

3. **Construction and Maintenance.** Grantor shall have no duties or obligations with respect to the construction, repair or maintenance of the Access Easement Area. Grantee may maintain and repair the Access Easement Area at its sole cost and expense. Grantee may grade and gravel the Access Easement Area, at its sole cost and expense, for the purpose of facilitating the use thereof for the purposes outlined above, but shall not pave said Access Easement Area or construct or install any vertical improvements thereon without the prior written consent of the Grantor.

4. **Conditions of Work.** In the event Grantee performs work, including construction, repairs or maintenance in the Access Easement Area (the "Work"):

(a) The Work shall be performed in such a manner so as not to unreasonably interfere with the use or operation of Grantor's remaining property, including, without limitation, any interruption to any utility service to any improvements constructed on such remaining property;

(b) Upon the completion of any Work, Grantee shall restore the Access Easement Area and Grantor's remaining property to the condition which existed immediately prior to such Work, except to the extent that such Access Easement Area has been maintained or improved as a result of such Work;

(c) Grantee shall obtain all necessary licenses and permits required for such Work and all Work shall be done and all improvements constructed in a good and workmanlike manner and shall be free and clear of all liens of contractors, subcontractors, laborers and materialmen and all other liens;

(d) All Work shall be performed and all improvements constructed in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over such Work.

5. **Miscellaneous**. The easements, benefits and obligations created hereunder shall create mutual benefits and servitudes running with the title to the Access Easement Area and the Property. This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs, grantees and assigns. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect the terms and provisions hereof. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties hereto shall not be entitled to rely upon any statement, promise or representation not herein expressed, and this Agreement shall not be modified or altered in any respect except by a writing executed by all parties hereto. This Agreement shall be governed by and construed and interpreted under the laws of the State of Georgia

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed by its duly authorized officers as of the day and year first written above.

Signed, sealed and delivered
In the presence of

**THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH**

Witness

By: _____
Its: _____

Notary Public

Attest: _____
Its: _____

(Notary Seal)

[Corporate Seal]

Signed, sealed and delivered
In the presence of

R. B. R.
Witness

Rachelle L. Wallace
Notary Public

TRANS-WORLD PROPERTIES, LLC

By: *Denise H. Aleman*
Its: *mgr*

(Notary Seal)

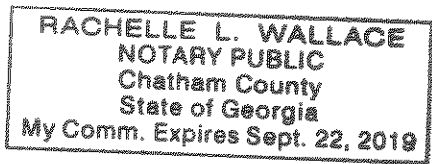


Exhibit "A"

[Attach Plat]