

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

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File Number: 10394-6

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into as of the ____ day of September, 2017, by and between **TRANS-WORLD PROPERTIES, LLC**, a Georgia limited liability company (hereinafter referred to as "Party of the First Part") and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation of the State of Georgia (hereinafter referred to as the "Party of the Second Part").

W I T N E S S E T H

WHEREAS, the parties hereto acknowledge the recording of that plat entitled, "Minor Recombination Subdivision Plat, being a Recombination of a 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 "Subdivision Plat"), said plat being incorporated herein and made a part hereof by this reference; and

WHEREAS, the Party of the First Part is the owner of that certain real property shown as Lot 3-A, and Lot 3-B (the "Trans-World Property") on that certain Subdivision Plat; and

WHEREAS, the Party of the Second Part is the owner of certain real property located to the north of the boundary line of the Trans-World Property (the "City Property"), as shown on the Subdivision Plat; and

WHEREAS, the parties desire to clarify and confirm the boundary line between the respective properties;

1. The Party of the First Part hereby demises, conveys and quitclaims to the Party of the Second Part all of its right, title and interest, if any, in and to the City Property as described herein and agrees that neither it nor any other person or persons claiming under it shall at any time, by any means or way, have, claim or demand any right or title to the said described City Property or any appurtenances thereto and rights thereto.
2. The Party of the Second Part hereby demises, conveys and quitclaims to the Party of the First Part all of its right, title and interest, if any, in and to the Trans-World Property as described herein and agrees that neither it nor any other person or persons claiming under it shall at any time, by any means or way, have, claim or demand any right or title to the said described Trans-World Property or any appurtenances thereto and rights thereto.
3. The sole purpose and intent of these conveyances is to confirm the common boundary line between the City Property and the Trans-World Property, as shown on the Subdivision Plat. Simultaneously herewith, the parties have entered into an Access Easement for the purpose of confirming Party of the Second Part's access rights over the City Property. Nothing contained herein shall be construed to convey or modify any rights contained in said Access Easement.
4. **MISCELLANEOUS.**
 - (a) This agreement shall be construed and interpreted under and governed by the laws of the State of Georgia.
 - (b) This is the sole and entire agreement of the parties hereto with respect to the subject matter hereof, and there are no other agreements, promises, or undertakings, oral or otherwise, between the parties hereto with respect to the subject matter hereof which are not set forth herein.
 - (c) This agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto and recorded in the county records where this agreement is also recorded.
 - (d) This agreement shall be binding upon and enforceable against and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this agreement as of the day and year first above written.

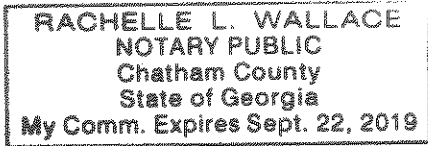
Signed, sealed and delivered
in the presence of:

R. B. R.
Unofficial Witness

Rachelle L. Wallace
Notary Public

My Commission Expires:
Sep 22, 2019

[NOTARIAL SEAL]



PARTY OF THE FIRST PART:

Trans-World Properties, LLC, a Georgia
limited liability company

By: *Lynette W. DeLamin*

Its: *Manager*

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

PARTY OF THE SECOND PART:

**The Mayor and Aldermen of the City of
Savannah**

By: _____

Its: _____

Attest: _____

Its: _____