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ABOVE SPACE FOR RECORDING INFORMATION ONLY

**REVOCABLE CANAL CROSSING EASEMENT  
FOR INGRESS, EGRESS, AND UTILITIES**

**THIS REVOCABLE CANAL CROSSING EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AGREEMENT** (the "Agreement") is made as of the \_\_\_ day of February, 2022, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** ("City"), and **COBBLESTONE AC, LLC**, a Georgia limited liability company ("Grantee").

**RECITALS:**

**WHEREAS**, City is the owner of the portion of the right of way of the Savannah Ogeechee Canal (the "Canal") located along the easterly boundary of the Grantee Property as herein described; and

**WHEREAS**, Grantee is the owner of certain real property comprising 67.199 Acres located along the westerly side of the Canal and Bush Road at Walden Pond Road, Chatham County, Georgia, as more particularly described on **Exhibit "A"**, attached hereto and made a part hereof by this reference, and as identified by the Chatham County Board of Assessors as Property Identification Number 21026 01001 (hereinafter referred to as the "Grantee Property"); and

**WHEREAS**, Grantee desires to construct a two-lane vehicular and pedestrian bridge across a ninety (90) foot section of the Canal to provide access from Grantee Property to the County owned and maintained Bush Road; said ninety (90) foot section of canal crossing generally depicted and described on **Exhibit "B"**, attached hereto and made a part hereof by this reference (the "Canal Crossing Easement"); and

**WHEREAS**, Grantee desires to construct and maintain a public nature trail over and across a portion of the Grantee Parcel immediately adjoining the westerly boundary of

the Canal in the location and as described on Exhibit "C", attached hereto and made a part hereof by this reference (the "Nature Trail"); and

**WHEREAS**, Grantee hereby accepts and will perpetually perform certain duties and obligations to be described herein as consideration for the use of the Canal Crossing Easement, and Grantor hereby reserves the right to revoke and terminate the Canal Crossing Easement if Grantee fails to perform these obligations and duties; and

**WHEREAS**, Grantee and the City desire to confirm their agreement regarding these matters.

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

1. Maintenance Easement. The City, as the owner of the Canal hereby conveys to Grantee, as the owner of the Grantee Property, a perpetual non-exclusive easement over and across the Canal adjoining the Grantee Property for the specific purpose of maintaining the Canal, subject to the terms hereof.

2. Bridge Easement. The City, as the owner of the Canal, hereby conveys to Grantee, as the owner of the Grantee Property, a perpetual non-exclusive easement over and across the Canal Parcel for the specific purpose of installing, operating, maintaining, and utilizing a bridge and utility connections from the Grantee Property over and across the Canal to Bush Road pursuant to general plans and specifications and the location and dimensions as provided herein.

3. Reservation of Rights. The City hereby reserves and retains all other property rights in and to the Canal.

4. Grantee Obligations. As consideration for the Bridge Easement and Maintenance Easement, Grantee shall perpetually perform the following obligations:

- a) Nature Trail Construction and Maintenance. Grantee and its successors and assigns hereby agree to construct, repair, maintain, operate, and replace the Nature Trail. The Nature Trail shall be approximately eight feet wide and shall consist of impervious materials acceptable to the City that are suitable to facilitate safe and effective pedestrian and bicycle usage, such as compacted wood or rubber mulch. The Nature Trail shall be constructed in conjunction with the Bridge and shall be made available for public access and use together with the right of reasonable and necessary ingress and egress to and from the Nature Trail across Grantee Property in connection with the exercise of the rights granted herein.
- b) Canal Maintenance. Grantee and its successors and assigns hereby agree to maintain the portion of the Canal adjacent to the Grantee

Property and the Nature Trail at its sole cost and expense. Such maintenance shall be limited to removal of trash and debris, control of weeds and vegetation, removal of fallen trees, and maintenance of a suitable and safe trail surface. Except as otherwise provided herein, Grantee shall not perform any excavation work to the Canal or make material changes to the Canal without the City's prior written consent.

- c) Bridge Construction. Grantee shall remove the existing thirty (30) foot Canal crossing as shown on Exhibit C and replace it with a bridge at the Canal Crossing Easement Area, at Grantee's sole cost and expense. The bridge will be subject to engineering and construction plan review, approval, and permitting by City per applicable ordinances and in its sole discretion.

5. Revocation. In the event Grantee and/or its successors in interest fail to perpetually perform the above referenced Grantee Obligations, then Grantor may revoke the Canal Crossing Easement.

- a) If Grantor fails to perform the stated duties and obligations, Grantor shall provide written notice of the default and failure. Grantee must then commence corrective action to cure the default within ten days of receipt of Grantor notice.
- b) If Grantee fails to commence corrective action within ten days of receipt of notice from Grantor, or if Grantee fails to complete the curative action within six months of receipt of said notice, then Grantor may revoke the Canal Crossing Easement.

6. Grantee Ownership of Bridge and Nature Trail. It is agreed between the parties hereto that any improvements within the Canal Crossing Easement, the bridge and then nature trail shall be and remain the property of the Grantee.

7. Indemnification. Grantee shall pay, and shall protect, indemnify, and hold harmless Grantor and Grantor's representatives, agents, successors, and assigns from, against and in respect of, all liabilities, damages, losses, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, liens, demands, and judgments of any nature whatsoever arising out of, by reason of or in connection with Grantee's use, occupancy o, or the exercise of Grantee's rights with respect to the Canal Crossing Easement, including, without limitation, injury to or death of person or property.

8. Prohibition Against Liens. Grantee shall not permit any mechanics', materialmen's or other liens to be filed against the Canal or any part thereof for work or materials furnished to Grantee in connection with the the Bridge, and Grantee agrees to indemnify, defend and hold the City harmless from and against the same.

9. Easement Running with Land. This easement and the rights granted herein shall run with the Canal Parcel and the Grantee Property and shall be binding upon the City

and Grantee and its successors and assigns as the owner of the Grantee Parcel, subject to revocation rights as herein described.

10. Amendments. The parties to this Agreement shall only amend this Agreement by a writing executed by the City and Grantee, or its successors and/or assigns, and recorded in the Chatham County, Georgia records. In the event that the Grantee Property is subdivided into building lots and conveyed to individual property owners, said individual property owners shall not be required parties to any amendment. Rather, Grantee, or its successors and/or assigns, as the developer of the Grantee Property, or any "Declarant" under a master declaration of covenants for the Grantee Property may sign said amendment during said Declarant control period, and, thereafter, the property owners association created pursuant to said declaration of covenants may sign any such amendment.

11. Miscellaneous. This easement shall be governed by and construed in accordance with the laws of the State of Georgia. This easement shall not be construed strictly for or against either Grantee or the City. This easement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 2022  
in the presence of:

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

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

Title: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[Notarial Seal]

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
this 3<sup>rd</sup> day of February, 2022  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: 1-9-26

[Notarial Seal]



COBBLESTONE AC, LLC

By: [Signature]

Name: J. Adam Whitmire

Title: Manager

Attest: [Signature]

Name: Ethan Whitmire

Title: Real Estate Intern

**EXHIBIT A**

**Legal Description and Plat of Grantee Parcel**



**NOT TO SCALE**

- LEGEND**
- PTB = PINE TREE BOUNDARY
  - PTD = PINE TREE DISTRICT
  - PTF = PINE TREE FUTURE
  - PTG = PINE TREE GROWTH
  - PTH = PINE TREE HARVEST
  - PTI = PINE TREE INTEREST
  - PTJ = PINE TREE JUNCTION
  - PTK = PINE TREE KNOCK
  - PTL = PINE TREE LAKE
  - PTM = PINE TREE MOUND
  - PTN = PINE TREE NEST
  - PTO = PINE TREE OAK
  - PTP = PINE TREE PALM
  - PTQ = PINE TREE QUAIL
  - PTR = PINE TREE RIVER
  - PTS = PINE TREE SAND
  - PTT = PINE TREE TOWER
  - PTU = PINE TREE TOWER
  - PTV = PINE TREE TOWER
  - PTW = PINE TREE TOWER
  - PTX = PINE TREE TOWER
  - PTY = PINE TREE TOWER
  - PTZ = PINE TREE TOWER

- NOTES**
1. THE PINE TREE BOUNDARY IS BASED ON THE PINE TREE BOUNDARY SURVEY OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014.
  2. THE PINE TREE BOUNDARY IS BASED ON THE PINE TREE BOUNDARY SURVEY OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014.
  3. THE PINE TREE BOUNDARY IS BASED ON THE PINE TREE BOUNDARY SURVEY OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014.
  4. THE PINE TREE BOUNDARY IS BASED ON THE PINE TREE BOUNDARY SURVEY OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014, AS SHOWN ON THE PINE TREE BOUNDARY SURVEY MAP OF 2014.

PREPARED FOR:  
CORNELIUS WOODS MANAGEMENT, LLC  
A SUBDIVISION OF WETLAND PLAT OF  
PINE 21028 01001

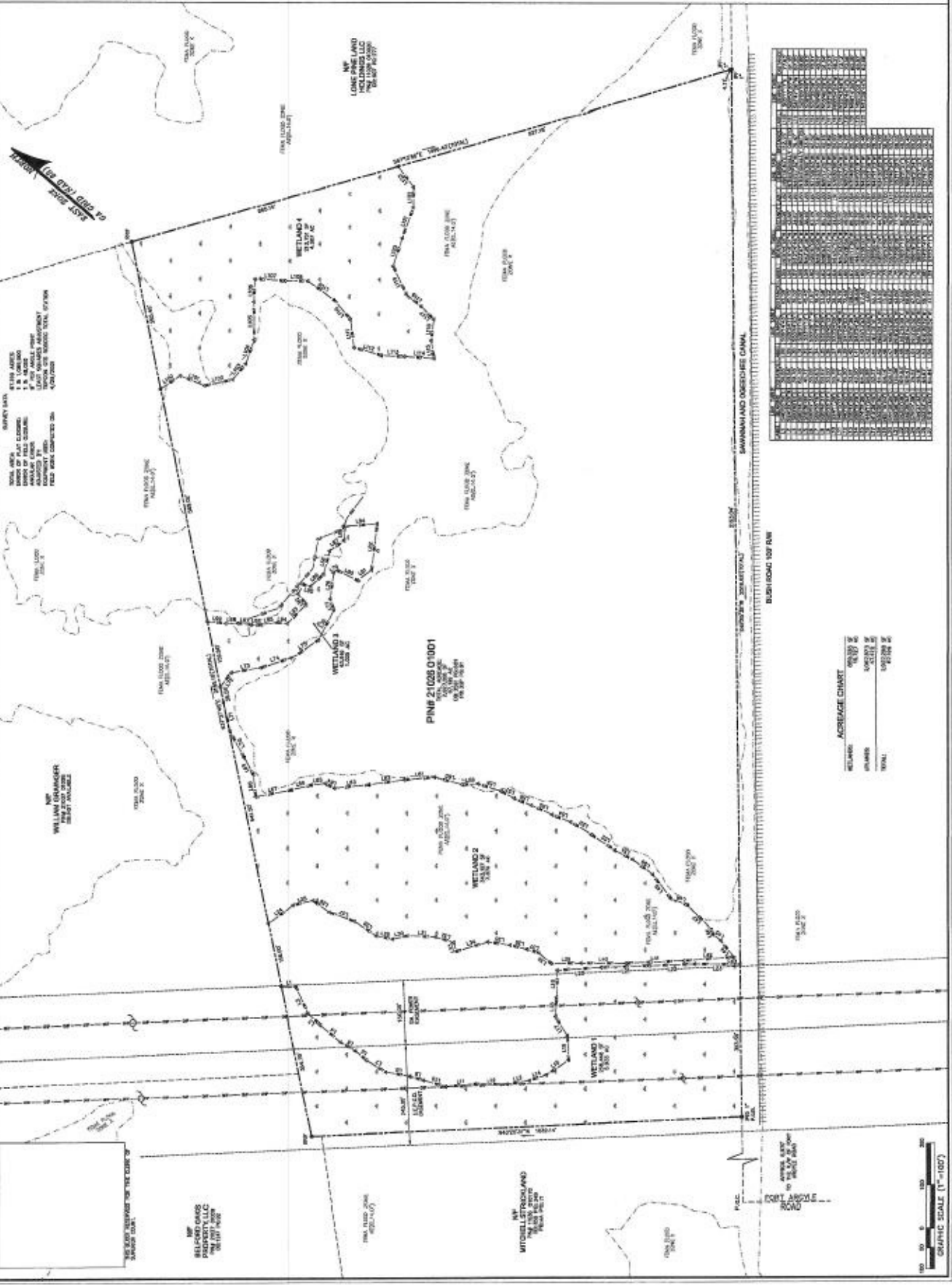
BY:  
ATLAS SURVEYING, INC.  
SURVEYORS  
CLAY COUNTY, GEORGIA

**ATLAS SURVEYING, INC.**



THIS MAP IS A REPRESENTATION OF AN INTEREST IN REAL ESTATE AND IS NOT A GUARANTEE OF TITLE. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR OTHER INTERESTS THAT WOULD AFFECT THE ACCURACY OF THIS MAP. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR OTHER INTERESTS THAT WOULD AFFECT THE ACCURACY OF THIS MAP.

DATE: 11/15/2024  
BY: J. WOODS  
SCALE: 1" = 100'



**ACREAGE CHART**

WETLAND	ACREAGE	TOTAL
WETLAND 1	1.237	
WETLAND 2	1.237	
WETLAND 3	1.237	
WETLAND 4	1.237	
TOTAL		5.000





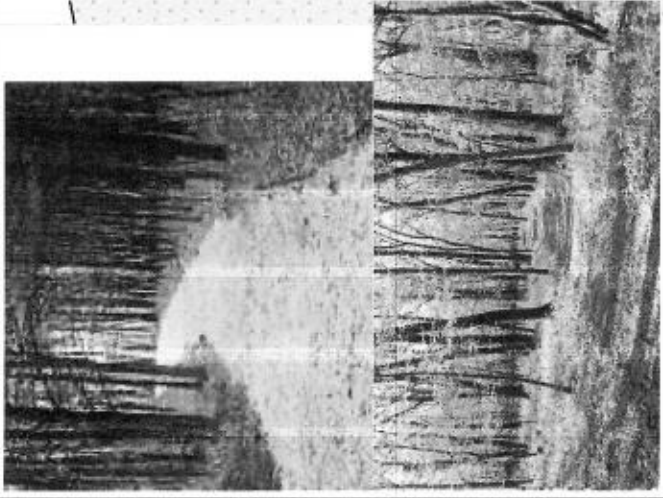
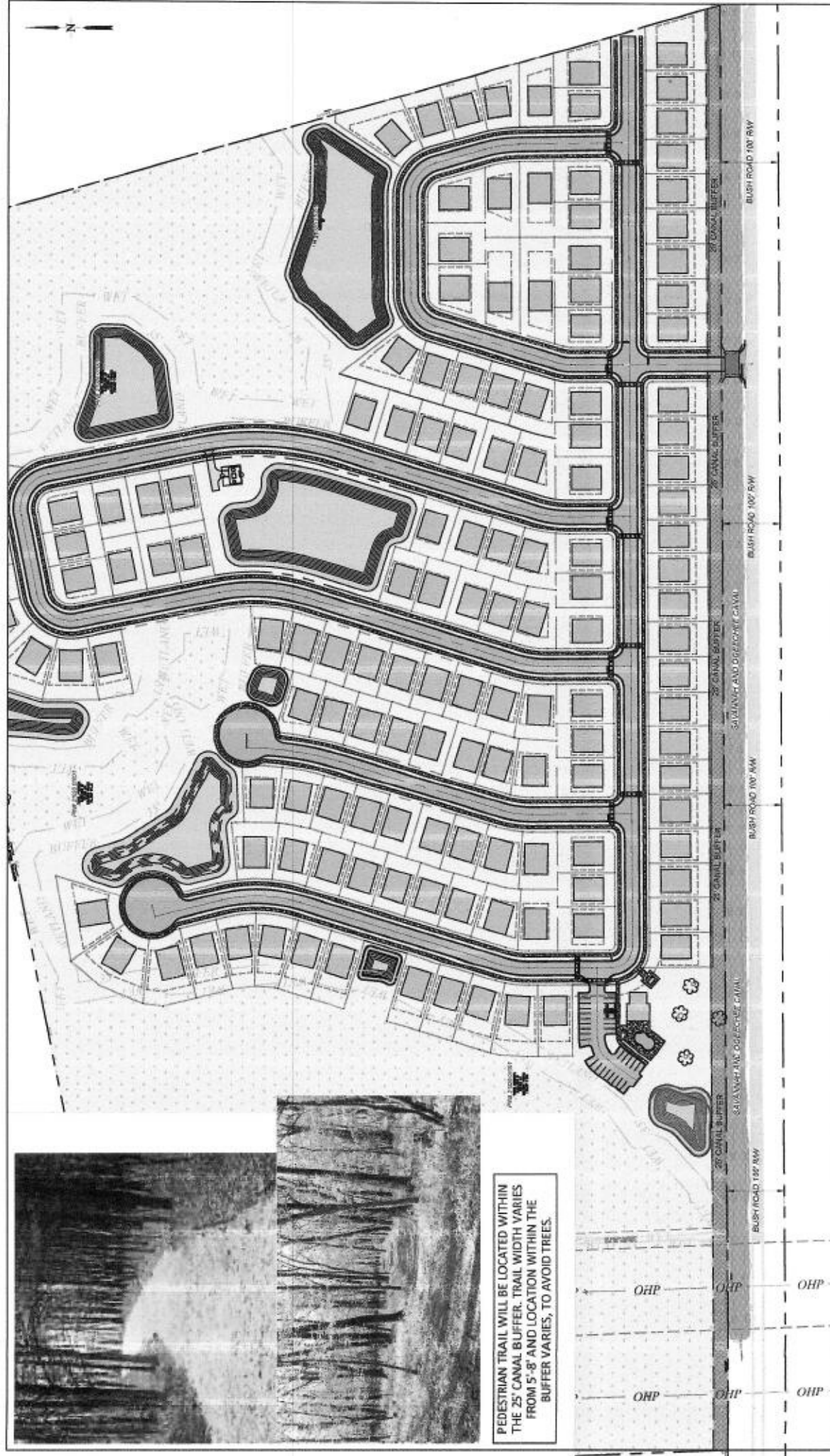
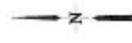
**EXHIBIT "B"**

**Canal Crossing Easement**



**EXHIBIT C**

Nature Trail Exhibit and Canal Crossing Exhibit



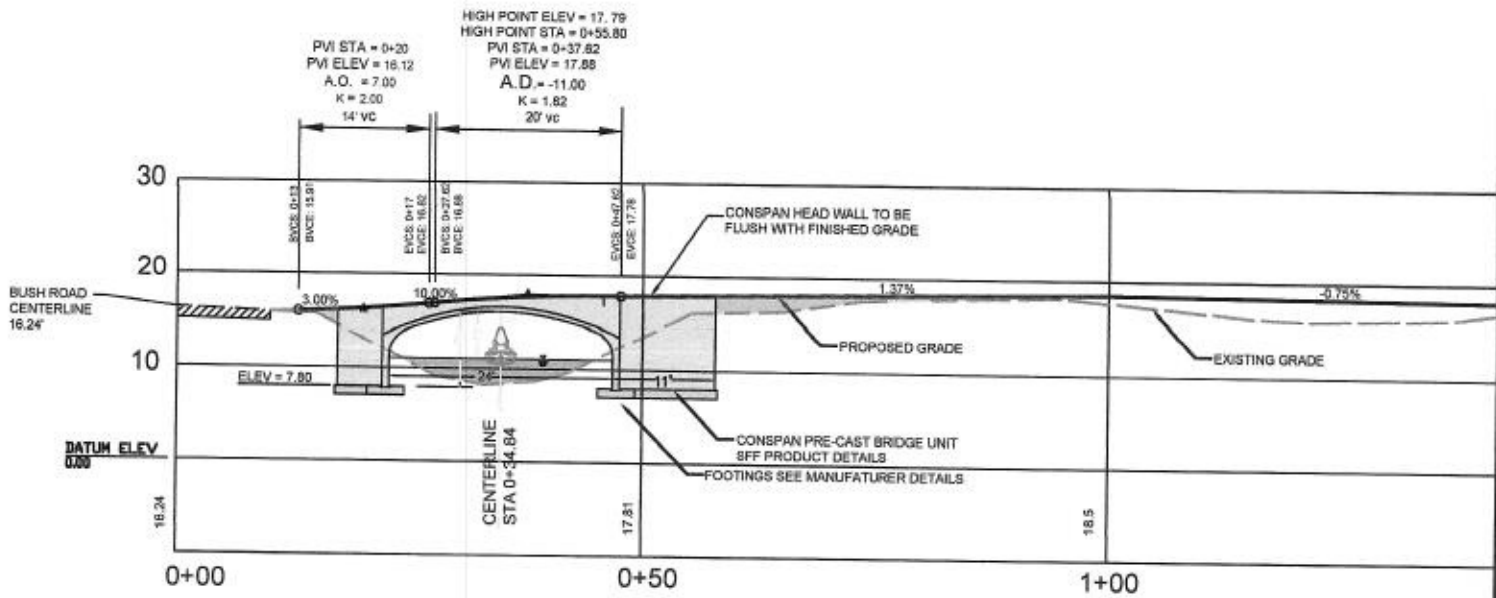
PEDESTRIAN TRAIL WILL BE LOCATED WITHIN THE 25' CANAL BUFFER. TRAIL WIDTH VARIES FROM 5'-8' AND LOCATION WITHIN THE BUFFER VARIES, TO AVOID TREES.

DATE: 2021-12-16  
 PROJECT NUMBER: 20513  
 DRAWN BY: JLV  
 CHECKED BY: JLV  
 SCALE: 1" = 150'

COBBLESTONE SUBDIVISION  
 SAVANNAH, GA  
 TRAIL EXHIBIT  
 PREPARED FOR:  
 COBBLESTONE DEVELOPMENT

REVISIONS


**ROBERTS CIVIL ENGINEERING**  
 501 W. BROAD STREET, SUITE 100  
 SAVANNAH, GA 31401  
 912-438-8648 OFFICE  
 912-289-0588 FAX  
 WWW.ROBERTSCIVIL.COM



**ROBERTS**  
 CIVIL ENGINEERING  
 ST. SIMONS ISLAND | SAVANNAH  
 JACKSONVILLE | CHARLESTON  
 WWW.ROBERTSOVILENGINEERING.COM

REVISIONS

ROBERTS CIVIL ENGINEERING  
 801 SEA ISLAND ROAD, SUITE 10  
 ST. SIMONS, GA 31522  
 912-638-9681 OFFICE  
 912-289-0339 FAX

**COBBLESTONE SUBDIVISION**  
**SAVANNAH, GA**  
**CANAL CROSSING EXHIBIT**  
 PREPARED FOR:  
 CITY OF SAVANNAH

DATE: 2021-10-29  
 PROJECT NUMBER: 20513  
 DRAWN BY: JLV  
 CHECKED BY: JLV  
 SCALE: 1"=20'

