EASEMENT

In consideration of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEAN FOREST PARTNERS, LP F/K/A DEAN FOREST PARTNERS, LP, a Georgia limited partnership (GRANTOR), hereby grants unto THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (GRANTEE), its successors and assigns, a ten (10) foot wide perpetual and non-exclusive easement, across, over, under, and through a portion of the property situated in the City of Savannah, Chatham County, Georgia legally described on Exhibit A attached hereto and made a part hereof ("Grantor's Property"), for the purposes of construction, operation, maintenance, repair, upgrades, and other modifications to a water line, together with all necessary appurtenances thereto, and the right of pedestrian and vehicular access over and across the easement area for those purposes. Notwithstanding anything contained herein to the contrary, the easement area for the easement granted herein shall only be within that 6,341 S.F./0.146 AC. portion of Grantor's Property identified as the "UTILITY EASEMENT" ("Easement Area") on the plat attached hereto as Exhibit B and made a part hereof.
The GRANTOR reserves the right to use and improve the Easement Area for any purpose that does not unreasonably interfere with GRANTEE’S permitted use of the Easement Area, such as, without limitation, for entrance drives/drive lanes, curbing, landscaping, irrigation, and other similar types of non-structural improvements, but not buildings, retaining walls or other structures with a permanent foundation that would impair the maintenance or use of the water line and appurtenances placed thereon.

Upon the GRANTEE’s completion of any construction, installation, maintenance, repair or other work on Grantor’s Property, the GRANTEE shall restore any damage to Grantor’s Property caused by such work and shall restore the surface of Grantor’s Property to as near as its prior condition as reasonably possible.

[SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, DEAN FOREST PARTNERS, LP f/k/a DEAN FOREST PARTNERS, LP, a Georgia limited partnership, and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, each caused these presents to be executed by its duly authorized agent as of this 29 day of June, 2017

Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness
Notary Public
My Commission Expires
(NOTARIAL SEAL)

(Received by Notary Public)

GRANTOR:

DEAN FOREST PARTNERS, LP
f/k/a DEAN FOREST PARTNERS, LP,
a Georgia limited partnership

By: [Mildred W. Tuck] (SEAL)
Mildred W. Tuck, General Partner

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

GRANTOR:

DEAN FOREST PARTNERS, LP
f/k/a DEAN FOREST PARTNERS, LP,
a Georgia limited partnership

By: [Albert M. Wall] (SEAL)
Albert M. Wall, General Partner
Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires

(NOTARIAL SEAL)

GRANTOR:

DEAN FOREST PARTNERS, LP,
f/k/a DEAN FOREST PARTNERS, LP
a Georgia limited partnership

By:

[Signature] (SEAL)

Ben B. Wall, Sr., General Partner

(GRANTEE’S SIGNATURE ON FOLLOWING PAGE)
Signed, sealed and delivered in the presence of:

__________________________________________
Unofficial Witness

__________________________________________
Notary Public

My Commission Expires: ____________

(NOTARIAL SEAL)

GRANTEE:

THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH

By: ____________________________(SEAL)
Print name: Roberto Hernandez
Print title: City Manager
EXHIBIT A

Legal Description of Grantor’s Property

PROPERTY DESCRIPTION
7.922 ACRES

All that certain lot, tract or parcel of land situate, lying and being in the 7th G.M.D., City of Pooler, Chatham County, State of Georgia, being located at the southwest intersection of Pine Meadow Drive and Dean Forest Road, being a portion of the lands of Dean Forest Partners, L.P./K/A Dean Forrest Partners, L.P., and being more particularly described as follows:

Commencing and beginning at a 3/4" iron pipe located at the intersection of the southerly right of way line of Pine Meadow Drive (variable right of way) and the westerly right of way line of Dean Forest Road/S.R. #307 (variable right of way); thence continuing along the right of way line of Dean Forest Road 88.36 feet along the arc of a curve turning to the right, having a radius of 2801.76 feet, a chord bearing of S 42°00'45" W and a chord distance of 88.35 feet to a 3/4" iron pipe; thence S 42°54'58" W a distance of 442.28 feet to a 3/4" iron pipe; thence S 47°05'02" E a distance of 13.00 feet to a 3/4" iron pipe; thence S 42°54'58" W a distance of 96.82 feet to a 3/4" iron rebar; thence leaving the aforesaid right of way line N 47°09'00" W a distance of 399.33 feet to a 3/4" iron rebar; thence N 52°02'31" W a distance of 47.80 feet to a 3/4" iron rebar; thence S 42°51'00" W a distance of 286.04 feet to a 3/4" iron rebar; thence N 75°38'05" W a distance of 22.75 feet to a 3/4" iron rebar; thence N 42°51'00" E a distance of 295.18 feet to a 3/4" iron rebar; thence N 52°02'31" W a distance of 35.68 feet to a 3/4" iron rebar; thence N 42°39'24" E a distance of 682.86 feet to a 3/4" iron rebar lying and being on the southerly right of way line of Pine Meadow Drive; thence continuing along the aforesaid right of way line 62.95 feet along the arc of a curve turning to the right, having a radius of 676.25 feet, a chord bearing of S 54°11'18" E and a chord distance of 62.93 feet to a 3/4" iron rebar; thence S 51°31'17" E a distance of 338.95 feet to a 3/4" iron rebar; thence S 05°42'27" E a distance of 121.04 feet to a 3/4" iron pipe also being the point of beginning, having an area of 345,069 square feet or 7.922 acres of land.
EXHIBIT B

Easement Plat

[SEE ATTACHED]