

STATE OF GEORGIA        )  
  )  
COUNTY OF CHATHAM    )

**AMENDED AND RESTATED EASEMENT AGREEMENT**

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (this “Agreement”) dated as of \_\_\_\_\_, 2020, is entered into by and among THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation organized and existing under the laws of the State of Georgia, as “Grantor” and MARY E. GARRETT, LEG/MEG 167 KELLY HILL, LLC, a Georgia limited liability company, and LEG/MEG SHOP, LLC, a Georgia limited liability company, hereinafter collectively referred to as “Grantee”.

WHEREAS, Grantor is the owner of fee simple title to the Savannah Ogeechee Canal (the “Canal”), including the “Easement Areas” more particularly described herein; and

WHEREAS, Grantee is the owner of fee simple title to certain real property adjacent to the Canal more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“Grantee’s Property”); and

WHEREAS, Grantor entered into that certain Easement For Ingress and Egress for the benefit of Mary B. Garrett recorded in Deed Book 716, Page 337, Chatham County, Georgia records (the “Original Easement”); and

WHEREAS, Grantee’s Property is landlocked and without access to a public right-of-way except by way of the Original Easement; and

WHEREAS, the parties hereto desire to terminate such Original Easement and completely restate the same, as provided herein.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar in hand paid, and other good and valuable considerations, Grantor hereby grants unto Grantee, and Grantee’s heirs, successors and assigns, a perpetual access, ingress, egress and utility easement for the purposes and uses hereinafter set forth, over, through, and across the following lands, to wit:

## **EASEMENT AREA**

FROM THE POINT OF BEGINNING; THENCE, N 77° 36' 26.3" E FOR A DISTANCE OF 40.88 FEET TO A POINT ON A LINE, THENCE, S 21° 46' 22.8" W FOR A DISTANCE OF 102.36 FEET TO A POINT ON A LINE, THENCE, S 76° 53' 04.2" W FOR A DISTANCE OF 438.12 FEET TO A POINT ON A LINE, THENCE, S 74° 09' 17.5" W FOR A DISTANCE OF 174.97 FEET TO A POINT ON A LINE, THENCE, S 77° 57' 07.6" W FOR A DISTANCE OF 155.73 FEET TO A POINT ON A LINE, THENCE, N 71° 08' 08.7" W FOR A DISTANCE OF 194.69 FEET TO A POINT ON A LINE, THENCE, N 77° 57' 56.5" E FOR A DISTANCE OF 155.80 FEET TO A POINT ON A LINE, THENCE, S 71° 08' 04.3" E FOR A DISTANCE OF 58.45 FEET TO A POINT ON A LINE, THENCE, N 77° 32' 50.3" E FOR A DISTANCE OF 613.71 FEET TO A POINT ON A LINE, THENCE, N 01° 18' 07.2" W FOR A DISTANCE OF 25.48 FEET TO A POINT ON A LINE, THENCE, N 77° 32' 50.3" E FOR A DISTANCE OF 74.33 FEET TO A POINT ON A LINE, THENCE N 72° 52' 23.3" E A DISTANCE OF 52.99 FEET TO THE POINT OF BEGINNING.

SUBJECT, HOWEVER, TO THE LIMITED RIGHTS OF CHATHAM COUNTY TO DEVELOP A HISTORIC PEDESTRIAN WALKING TRAIL FOR PUBLIC RECREATIONAL USE PURSUANT TO THE TERMS, CONDITIONS AND RESTRICTIONS CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN DEED BOOK 153-Y, PAGE 494, CHATHAM COUNTY, GEORGIA RECORDS.

The "Easement Area" described above is more particularly shown on that certain Canal Easement Plat attached hereto as Exhibit "B" and incorporated herein by this reference.

The easements granted herein by Grantor to Grantee are for the purpose of providing (i) vehicular and pedestrian access, ingress and egress to and from Grantee's Property and Kelly Hill Road, (ii) for the construction, use, repair and replacement of a paved road and supporting culverts/crossings within the Easement Areas sufficient to support the industrial development and use of Grantee's Property (the "Road"), and (iii) for the installation, use, repair and replacement of utilities (the "Utilities") in, to, under and across the Easement Areas. Construction plans for the Road and Utilities, and any modifications thereto over time, are subject to the review and approval of Grantor based on applicable ordinances; said approval not to be unreasonably withheld, conditioned or delayed.

Grantee shall bear the responsibility of construction, repair, and replacement of the Road, Utilities and all other improvements placed by Grantee within the Easement Area. All such improvements shall be constructed in a good and workmanlike manner in accordance with applicable laws, codes and ordinances. Grantee covenants and agrees that no cost or expense shall

be incurred by Grantor in connection with Grantee's construction of such improvements or the use and enjoyment of the Easement Areas.

It is agreed upon between the parties hereto that any improvements and utility lines placed within the Easement Areas by Grantee shall be and remain the property of the Grantee installing same; that no charge shall at any time be made for the use of the Easement Areas used by Grantee, its heirs, successors and assigns, or for the privilege of locating, constructing, operating, laying, maintaining, repairing, replacing and removing said improvements or utilities from the Easement Areas; that Grantee, its agents, representatives, employees, customers, invitees and guests shall have full and free ingress to and egress to, from and over the Easement Areas on foot and in vehicles, in order to efficiently maintain, repair and replace said improvements and utility lines with the right to inspect, rebuild, repair, improve, remove, relocate improvements and utilities within the Easement Area, make extensions or additions thereto, and make such changes, additions, alterations and substitutions in said utility lines, as Grantee, may from time to time, deem advisable and expedient.

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 of, or the exercise of Grantee's rights with respect to the Easement Areas, including without limitation, injury to or the death of person or damage to property, caused by Grantee's negligence or willful misconduct.

All rights, easements, covenants, terms, restrictions, agreements and conditions set forth in this Agreement are intended to be, and shall be construed as, running with the land of Grantee's Property and the Easement Area, binding upon, inuring to the benefit of, and enforceable by the parties hereto, their respective successors in interest, grantees and assignees, upon the terms, provisions and conditions herein set forth. This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective heirs, legal representatives, tenants, subtenants, successors, and assigns (unless specified otherwise herein).

The provisions of this Agreement shall apply to, inure to the benefit of and bind the parties hereto and the respective successors and assigns thereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Grantor and Grantee, or their successors and assigns. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia. No express or implied term, provision or condition of this Agreement shall be deemed to constitute the parties as partners or joint ventures. This Agreement may be executed in several counterparts,

each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

DRAFT

IN WITNESS WHEREOF, this Agreement has been executed under seal by the undersigned, this \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR:**

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
Clerk of Council

Signed, seal and delivered  
this \_\_\_\_ day of \_\_\_\_\_,  
2020, in the presence of:

\_\_\_\_\_  
Witness

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

**GRANTEE:**

\_\_\_\_\_  
MARY E. GARRETT

LEG/MEG 167 KELLY HILL, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LEG/MEG SHOP, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, seal and delivered  
this \_\_\_\_ day of \_\_\_\_\_,  
2020, in the presence of:

\_\_\_\_\_  
Witness

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

**EXHIBIT "A"**

**GRANTEE'S PROPERTY**

ALL those certain lots, tracts and parcels of land situate, lying and being in Chatham County, Georgia, and being known and designated upon maps or plats recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 4-P, page 82 and 83 as Parcel 1, containing 29.54 acres; Parcel 2, containing 148.98 acres; and Parcel 3, containing 0.27 acres, and being more particularly described as follows:

**PARCEL 1**

Commencing at the point of intersection of the southerly right-of-way line of the Seaboard Coastline Railroad and the northerly right-of-way line of the Savannah-Ogeechee Canal and from said point of beginning proceed thence S 78°13'00" W a distance of 1640.66 feet to a concrete monument; continue thence along said Savannah-Ogeechee Canal right-of-way line N 88°51'20" W a distance of 742.04 feet to a concrete Monument; proceed thence N 17°19'35" E a distance of 1072.47 feet to a concrete monument located along the southerly line of the Seaboard Coastline Railroad; proceed thence along said railroad right-of-way line S 70°52'20" E a distance of 2147.11 feet to a concrete monument, the point of beginning.

**PARCEL 2**

Commencing at a concrete monument located at the point of intersection of the southern right-of-way line of the Seaboard Coastline Railroad with the Southeasterly line of the Savannah-Ogeechee Canal and proceed thence along said railroad right-of-way line S70°51'20"E a distance of 948.46 feet to a concrete monument; proceed thence S30°59'45"W a distance of 3485.46 feet to a concrete monument located on the Northeasterly right-of-way line of Horseshoe Canal; proceed thence along said Horseshoe Canal right-of-way line N15°22'45"W a distance of 419.71 feet to a concrete monument; proceed thence along the curve of the Horseshoe Canal, said curve having a cord bearing of N61°20'10"W, a distance of 2052.22 to a concrete monument; continue thence along the Northwesterly right-of-way line of Horseshoe Canal S73°49'55"W a distance of 74.88 feet to a concrete monument located on the Easterly right-of-way line of the County Drainage Canal; proceed thence along said Easterly right-of-way line of the County Drainage Canal along a curve having a cord bearing of N16°11'50"E a distance of 584.65 feet to a concrete monument; proceed thence along said Easterly line of said County Drainage Canal N16°29'05"W a distance of 1066.30 feet to a concrete monument located on the Southerly line of the Savannah-Ogeechee Canal; proceed thence along said Southerly line of the Savannah-Ogeechee Canal S88°51'20"E a distance of 1241.90 feet to a concrete monument; proceed thence N78°13'00"E along said Southerly line of said Savannah-Ogeechee Canal a distance of 1819 feet to a concrete monument, the point of beginning. There is excluded herefrom the 0.78 acres thereof which is a privately owned cemetery which is more particularly described as follows: From the point of intersection of the Southerly right-of-way line of the Seaboard Coastline Railroad and the Southeasterly line of the Savannah-Ogeechee Canal proceed thence S6°40'30"E a distance of 628.39 feet to a point, the point of beginning; proceed thence S72°27'20"E a distance of 97.94 feet; proceed thence S66°20'10"E a distance of 18.81 feet; proceed thence S51°59'40"E a distance of 62.46 feet; proceed thence S23°20'00"W a distance of 178.49 feet; proceed thence S43°23'35"W a distance of 43.33 feet; proceed thence N64°04'10"W a

distance of 109.14 feet; proceed thence N9°51'40"E a distance of 226.53 feet to the point of beginning.

PARCEL 3

Beginning at the point of intersection of the Easterly line of Kelly Hill Road, hereinbefore more fully described, and the Southern right-of-way line of the Savannah-Ogeechee Canal and from said point of beginning proceed thence S12°36'10"E a distance of 30 feet to a point; proceed thence S77°23'50"W a distance of 371.49 feet to an iron pin located on the Northern right-of-way line of the Seaboard Coastline Railroad; proceed thence along said railroad right-of-way line N70°52'00"W a distance of 57.03 feet to an iron pin located on the Southerly right-of-way line of the Savannah-Ogeechee Canal; proceed thence along said canal N77°23'50"E a distance of 420 feet to an iron pin, the point of beginning.

LESS AND EXCEPT:

ALL that certain tract or parcel of land situate, lying and being in the County of Chatham, State of Georgia, and being known and designated upon that certain map or plat prepared by Wilder Surveying & Mapping, dated February 17, 1983, and recorded in the public records of Chatham County, Georgia in Plat Record Book \_\_\_\_\_, Page \_\_\_\_\_, as 9.87 acres divided from property of W. L. Grainger (formerly a portion of W. A. Porter Tract) for E. Dwain Edwards and Larry Garrett, said property being more particularly described as follows: Beginning at a point where the Seaboard Coast Line Railroad 100 foot right-of-way line meets with the Savannah-Ogeechee Canal 100 foot right-of-way and being marked by a concrete monument, proceeding thence North 70°51'20" west, a distance of 44.55 feet to a point marked by a concrete monument set, which said point marks the point of beginning; proceeding thence South 70°51'20" East, a distance of 903.91 feet along the Seaboard Coast Line Railroad 100 foot right-of-way, to a point marked by a concrete monument; proceeding thence South 30°59'45" West, a distance of 597.33 feet to a point marked by a concrete monument set; proceeding thence North 70°51'20" West, a distance of 376.35 feet to a point marked by a 5/8" Re-Bar, proceeding thence North 51°59'40" west, a distance of 62.46 to a point marked by a 5/8" Re-Bar; proceeding thence North 17°32'40" East, a distance of 22 feet to a point marked by a concrete monument set; proceeding thence North 72°27'20" West, a distance of 166.64 feet to a point marked by a concrete monument set; proceeding thence North 1°03'55" East, a distance of 575.48 feet to a point marked by a concrete monument set, which marks the point of beginning, and being the same property conveyed by John Wright Jones and William L. Grainger by Warranty Deed to Larry E. Garrett, Jr. and E. Dwain Edwards filed of record in the office of the Clerk of Superior Court of Chatham County, Georgia in 1984.

AND ALSO:

All that certain lot, tract or parcel of land situate, lying and being in the County of Chatham, State of Georgia, and being known and designated upon that certain map or plat prepared by Adolph N. Michelis, dated December 23, 2008, and recorded in the public records of Chatham County, Georgia, in Plat Record Book 41P. Page 71, as 1.34 ACRES divided from property of Larry Garrett.

PINs 60879 02002, 60879 02003, 60879 02004, 60879 02005, 60879 02006



**EXHIBIT "B"**  
**EASEMENT PLAT**

[See Attached]

DRAFT