

**FIRST AMENDMENT TO  
EASEMENT FOR PIPELINE**

THIS **FIRST AMENDMENT TO EASEMENT FOR PIPELINE** (this “First Amendment”) is made and entered into as of July \_\_\_, 2019, by and among **GEORGIA PORTS AUTHORITY**, a public corporation and instrumentality of the State of Georgia (hereinafter “Grantor”); and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (hereinafter “Grantee”).

**WHEREAS**, Grantor and Grantee entered into that certain Easement for Pipeline dated as of February 25, 1988 and recorded in Book 137-O, Page 139, Chatham County, Georgia records (the “**Easement**”), pursuant to which Grantor granted certain easements to Grantee over and across a portion of Grantor’s Property (the “Easement Area”) for the location and operation of a sewer force main (the “Pipeline”);

**WHEREAS**, Grantor and Grantee desire to amend the Agreement as hereinafter set forth in order to recognize the change in location of the Easement Area due to a relocation of a portion of the Pipeline.

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

1. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Easement.
2. The location and dimensions of the Easement Area are hereby modified and amended by that certain easement plat attached hereto as Exhibit “A” and incorporated herein by this reference (the “Supplemental Plat”). This Supplemental Plat shall supplement Plat Book 9-P, Page 136 (the “Original Plat”). To the extent this Supplemental Plat conflicts with the Original Plat, this Supplemental Plat shall control. All references to a “plat” in the Easement Agreement shall reference the Original Plat, as modified and supplemented by the Supplemental Plat.
3. Except as amended by this First Amendment, all terms and conditions of the Easement shall remain in full force and effect. The undersigned hereby ratify, confirm and reaffirm the Easement, as hereby modified and amended. In the event of a conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument. For purposes of this First Amendment, signatures delivered by facsimile shall be as binding as originals upon the parties so signing.

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this First Amendment to be executed, sealed, and delivered by their respective duly authorized representatives, as of the day and year first above written.

**GRANTOR:**

GEORGIA PORTS AUTHORITY,  
a public corporation and instrumentality  
of the State of Georgia

Executed in the presence of:

\_\_\_\_\_  
Witness

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

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

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

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

**GRANTEE:**

THE MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH,  
a municipal corporation existing under the  
State of Georgia

Executed in the presence of:

\_\_\_\_\_  
Witness

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

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

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

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