

STATE OF GEORGIA)
)
CHATHAM COUNTY)

REVOCABLE LICENSE ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____, 2018, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia, as party of the first part (referred to as the “City”), and _____ as party of the second part, its heirs, successors and assigns, (referred to as the “Grantee”), Owner of the property located at _____ (“Property”), described more specifically in *Exhibit “A”* attached.

WITNESSETH

1. For and in consideration of the true and faithful performance of the mutual covenants herein contained, City hereby grants to the Grantee a Revocable License to allow to remain, subterranean basement improvement(s) (“Improvement”) that encroaches upon, uses and/or occupies portions of the space under public rights-of-way. The location and description of the encroachment is more particularly described in *Exhibit “B”*, attached hereto, and made a part hereof for all purposes. The encroachment is also subject to any special conditions specified on *Exhibit “B.”*

2. The City hereby grants to the Grantee a Revocable License to Encroach within the City’s right-of-way and agrees to the following: that the Improvement shall remain the property of the Grantee, that the Grantee shall take full responsibility, including maintenance and/or repair, of the Improvement, that there shall be no cost to the City for the purchase, installation, operation, maintenance, and/or removal of said Improvement.

3. The Grantee expressly understands and agrees that the Improvement encroaches upon the City’s premises, and that the Improvement may remain so long as they shall stand in good condition. If the Improvement is in need of inspection, and/or repair, the Grantee expressly allows the City to enter the premises to inspect the Improvement.

4. If the Grantee, his heirs, successors and/or assigns desires to remove improvements, and terminate this agreement, Grantee shall, at the option of the City and at no expense to the City, restore the right-of-way by filling in any holes or other damage by the removal of the same, to a condition acceptable to the City, and in accordance with then existing City specifications. It is understood and agreed to by Grantee that if this Agreement terminates and Grantee fails to remove the Improvement, Owner hereby gives City permission to remove the Improvement and any supporting structures and assess a lien on the Property for the costs expended by the City to remove such Improvement.

5. The City may enter and utilize the referenced areas at any time for the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Grantee understands and agrees that the City shall bear no responsibility or liability for damage or disruption of Improvement installed by Grantee or its successors, but the City will make reasonable efforts to minimize such damage.

6. It is further understood and agreed upon between the parties hereto that if the governing body of the City may at any time during the term hereof determine in its sole discretion to use or cause or permit the right-of-way to be used for any other public purpose, including but not being limited to underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not, that this Agreement shall automatically terminate.

7. Grantee understands and agrees that the granting of any encroachment grants no ownership rights to the property.

8. Grantee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of said Improvement, encroachment and uses.

9. Grantee covenants and agrees to indemnify, and does hereby indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, arising out of or in connection with, directly or indirectly, the construction, maintenance, occupancy, use, existence or location of said improvement and encroachment and uses granted hereunder.

10. Grantee agrees to the recording of this agreement in the Chatham County Clerk's Office in order to memorialize of record the understanding between the parties. Upon removal of the said Improvement, the parties agree to record a Termination of Encroachment Agreement to remove this agreement of record. In the event the governing body of the City decides to revoke the license at any time or for any reason, then the City may file a Termination of Encroachment Agreement which shall terminate the license.

11. This agreement shall be binding upon the parties hereto, their successors and assigns, including subsequent owners of the Improvement, in perpetuity or until a Termination of Encroachment Agreement is recorded.

12. Governing Law: This agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.

13. Binding Effect: This agreement and the covenants contained herein shall be binding upon the parties hereto, their successors and assigns and shall ensure to the benefit of them, their heirs, successors and assigns.

14. Entire Agreement: This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

15. No Waiver: Any failure by a party hereto to assist upon the strict performance by the other party of any of the provisions of this agreement shall not be deemed a waiver of any of the provisions hereof, and such priority,

notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of the provisions of this agreement to be performed by the other party.

16. Enforceability: If any provision of this agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this agreement and applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this agreement, except as otherwise herein provided, shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

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

OWNER

By: _____
City Manager

(Printed name)

Attest: _____
Clerk of Council

By: _____
Title: _____

Attest: _____

Title: _____

**As to the Mayor and Aldermen
of the City of Savannah,**

As to the owner,

Signed, sealed and delivered this _____ day
of _____, 2018 in the presence of:

Signed, sealed and delivered this _____ day
of _____, 2018 in the presence of:

Witness

Witness

Notary Public, Chatham County, Georgia. My
Commission Expires:_____.

Notary Public, Chatham County, Georgia. My
Commission Expires:_____.

[NOTARY SEAL]

[NOTARY SEAL]

EXHIBIT A
BASEMENT AT XXX EAST/WEST BROUGHTON STREET

Insert description of property.

EXHIBIT B
BASEMENT AT XXX EAST/WEST BROUGHTON STREET

Insert image of basements based on City of Savannah Record Drawings

LEGEND



EXTENTS OF BASEMENT PER C.O.S.
RECORD DRAWINGS

CONDITIONS OF APPROVAL

1. The City is held harmless for maintenance and liability of existing basement.
2. The Property Owner shall enter into the City's standard Revocable License Encroachment Agreement.
3. The Property Owner shall grant access to the basement of the building to the City of Savannah for the purpose of photo documentation and structural assessment.
4. The City of Savannah will photo document the existing condition of the basement and provide a copy of the photo documentation to the Property Owner.
5. The City of Savannah will engage a structural engineer to perform a visual structural review of the existing basement consisting of a cursory visual investigation of the overall condition of the existing accessible structural elements. A structural or seismic analysis is NOT included in the assessment. A report will be prepared summarizing the findings and will include a list of any deficiencies observed and any items that do not currently comply with the governing building code. A copy of the structural assessment report will be provided to the Property Owner.