

WHEREAS, a contractor (the “Contractor”) will be constructing Grantee’s Work and will be utilizing the Temporary Easement Area, to the extent and pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Two Thousand and .00 Dollars (\$2,000.00) in hand paid at and before the execution and delivery of these presents, the above-mentioned recitals, the mutual covenants, and conditions contained herein, and in other documents referenced herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do agree as follows:

1. Access and Construction Easement. Grantor hereby grants, bargains, sells, and conveys unto Grantee and Contractor, a non-exclusive, temporary access and construction easement on, across, through, over and upon the Temporary Easement Area of 0.2275 acre as delineated per Exhibit “B” to (i) provide pedestrian and vehicular access to the Grantee’s Property, and (ii) store and manipulate construction equipment, supplies, and materials pertaining to the Grantee’s permanent Work which will be performed off-site.

2. Term of Easement. The term (the “Term”) of the Temporary Easement shall commence upon approval by the City of Savannah Council and execution of this Agreement by all parties, and would begin on September 1, 2022 and shall terminate upon the earlier of: 1) Grantee’s completion of Grantee’s Work and the fulfillment of the restoration obligations as set forth in this Agreement, or 2) Twelve (12) months ending on August 31, 2023 as per the City’s offer letter dated, March 29, 2022 attached hereto as Exhibit “C”.

3. Grantor’s Rights. Grantor shall retain all other customary incidents and rights of ownership with respect to the Temporary Easement Area, specifically including, but not limited to, the right to use the Temporary Easement Area in any manner not conflicting with or impairing the easement rights granted hereunder.

4. Duty to Repair, Replace, and Restore. At the end of the Term, Grantee covenants and agrees that Grantee will, at Grantee’s sole cost and expense, promptly remove Grantee’s and Contractor’s construction equipment, supplies and materials from the Temporary Easement Area and will repair, replace, and restore the Temporary Easement Area to the condition of the Temporary Easement Area prior to Grantee’s use and Contractor’s use thereof (the “Restoration Obligations”).

5. Indemnification. To the extent permitted by Georgia law and without waiver of sovereign immunity, Grantee and Contractor hereby agree to indemnify and hold Grantor harmless from and against any and all penalties, claims, demands and liability of whatsoever kind or nature including attorney’s fees that may be made or sought against Grantor or the Premises arising out of or in any way connected with Grantee’s and Contractor’s occupancy, use, maintenance or operation of the Premises and Lessee shall defend Lessor from and against each and every such claim. Grantee acknowledges and agrees that the Temporary Easement Area is being provided “as-is, where-is” with all faults and defects and without representation or warranty of any kind or nature by Grantor as to fitness for any particular purpose or otherwise.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matters hereof. This Agreement may be modified or amended only by a writing executed by the parties hereto.

7. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

8. Notices. All, notices, requests, and demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered (a) by certified mail, return receipt requested, (b) by Federal Express or other recognized, reputable overnight courier, or (c) by hand delivery by a recognized, reputable courier, to the appropriate party(ies) at the address(es) set forth below:

(a) If to Grantor: Duke Realty Limited Partnership
3715 Davinci Court, Suite 300
Peachtree Corners, GA 30092
Attention: Sandra Reeves

(b) If to Grantee: City Manager
City of Savannah
PO Box 1027
Savannah, GA 31402
Attention: Joseph A. Melder

With copy to: Senior Director of Real Estate Services
City of Savannah
P.O. Box 1027
Savannah, GA 31402
Attention: David M. Keating

9. Time. Time is of the essence in the performance of this Agreement by each party hereto.

10. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall, for all purposes constitute one and the same agreement.

11. Authority. Each Party represents and warrants that it has the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that: (a) he or she is the duly authorized representative of that Party; and (b) his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the individual is signing.

12. Binding Effect, Runs With the Land. The provisions of this Agreement will be binding upon, and inure to the benefit of, each Party and each Party's respective successors-in-interest. The rights and obligations granted herein shall run with, and be binding upon, the Temporary Construction Easement Area and Property as covenants running with the land that

both benefit and burden the Temporary Construction Easement Area and Property, and the owners thereof, and their successors and assigns.

[SIGNATURES FOUND ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed under seal as of the day and year above written.

“Grantor”

Signed, sealed, and delivered in the presence of:

DUKE REALTY LIMITED PARTNERSHIP, a foreign limited partnership organized under the laws of the State of Indiana

Sandra W. News
Witness

By: Duke Realty Corporation, a foreign corporation organized under the laws of the State of Indiana, its sole general partner

Kim Marten
Notary Public

By: *W Hardy*
Name: Wes Hardy
Title: Senior Vice President

My Commission Expires:

January 9, 2025

[NOTARY SEAL]



(SIGNATURES CONTINUED ON FOLLOWING PAGE)

“Grantee”

Signed, sealed, and delivered in the presence of:

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

Witness

By: _____
Name: Joseph A. Melder
Title: City Manager

Notary Public

My Commission Expires:

Attest: _____
Name: Mark Massey
Title: Clerk of Council

[NOTARY SEAL]

EXHIBIT "A"

Jimmy DeLoach Parkway Parcel

ALL THAT CERTAINTRACT OF LANDKNOWN AS LOT 4, CROSSROADS EXPANSION AND LOT 7B, CROSSROADS BUSINESS CENTER LOCATED IN THE 8TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA AND BBING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE MARKING THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY OF EXPANSION BOULEVARD (FORMERLY GODLEY ROAD CONNECTOR) AND THE NORTHERN RIGHT-OF-WAY OF JIMMY DELOACH PARKWAY; THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF JIMMY DELOACH PARKWAY N65°13'48"W A DISTANCE OF 219.09' TO AN IRON PIPE, THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1542.39', AN ARC LENGTH OF 836.59', AN INTERIOR ANGLE OF 31°04'37", A CHORD DIRECTION OF N80°46'07"W, AND CHORD LENGTH OF 826.37' TO AN IRON PIPE, THENCE N10°40'48"W A DISTANCE OF 72.91' TO A CONCRETE MONUMENT, THENCE S79°19'12"W A DISTANCE OF 43.04' TO AN IRON PIPE; THENCE ALONG THE EASTERN AND NORTHERN RIGHT-OF-WAY OF OCEAN LINK WAY N10°40'48"W A DISTANCE OF 56.27' TO AN IRON PIPE, THENCE N04°39'24"E A DISTANCE OF 226.84' TO AN IRON PIPE, THENCE N85°20'36"W A DISTANCE OF 80.00' TO AN IRON PIPE; THENCE ALONG THE EASTERN PROPERTY LINE OF LOT 1, CROSSROADS EXPANSION N04°58'56"E A DISTANCE OF 411.26' TO AN IRON PIPE, THENCE N04°44'16"E A DISTANCE OF 107.07' TO AN IRON PIPE; THENCE ALONG THE SOUTHERN PROPERTY LINE OF LOT 2, CROSSROADS EXPANSION S85°20'36"E A DISTANCE OF 1070.32' TO AN IRON PIPE, THENCE N62°14'09"E A DISTANCE OF 100.31' TO AN IRON PIPE; THENCE ALONG THE WESTERN RIGHT-OF-WAY OF EXPANSION BOULEVARD S27°45'51"E A DISTANCE OF 150.36' TO AN IRON PIPE, THENCE S04°39'40"W A DISTANCE OF 445.18' TO AN IRON PIPE, THENCE N85°20'36"W A DISTANCE OF 53.00' TO AN IRON PIPE, THENCE S04°39'24"W A DISTANCE OF 481.09' TO THE POINT OF BEGINNING; AND CONTAINING 23.709 ACRES.

PIN No. 20981 01018

EXHIBIT "B"

("TEMPORARY EASEMENT AREA") indicated on the plat by the yellow color



