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Goodman McGuffey LLP
Attn: Charles W. Barrow, Esq.
532 Stephenson Avenue, Suite 200
Savannah, GA 31405

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH
CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT

GEORGIA, CHATHAM COUNTY

PROJECT: GWINNETT STREET

PARCEL NO.: 6A

THIS EASEMENT AGREEMENT (this “Agreement”), made this ____ day of _____, 2019, between **Chatham Steel Corporation**, a Georgia corporation, as party of the first part, hereinafter called “Grantor,” and **The Mayor and Aldermen of the City of Savannah**, as party of the second part, hereinafter called “Grantee” (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that said Grantor is the owner of a tract of land in Chatham County, Georgia, being more particularly described on **Exhibit “A”** (“Grantor’s Property”) through which the West Gwinnett Street Improvement Project has been laid out by said Grantee, being more particularly described in a map and drawing of said road improvement project on file at the Office of the City Manager, City Hall, 2 East Bay Street, Savannah, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the project, and in consideration of FIVE HUNDRED DOLLARS (\$500.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby sell, grant and convey to Grantee and their successors in office and assigns, certain non-exclusive easements over portions of Grantor’s Property (collectively, the “Easement Areas”), as follows:

- (a) a non-exclusive, temporary easement and right to construct slopes (the “Slopes”) within a portion of Grantor’s Property (the “Slope Easement Area”) being more particularly described on **Exhibit “B”** and consisting of 2,686.0 square feet, more or less, and shown as “REQ’D SL EASE” and colored purple upon the plat prepared by Hussey Gay Bell dated December 12, 2017 (the “Plat”), which easement shall automatically terminate upon the completion of construction of the Slopes. The Slopes shall be constructed in accordance with that certain Roadway Construction Plan, dated January, 2018; last revised July 9, 2019, prepared by Hussey Gay Bell (the “Plan”) and as depicted on the schematic section showing the slope easement area. The Plat and the Plan are attached hereto and made a part of this Agreement as **Exhibit “C”** and are hereinafter collectively referred to as the “Drawings”. The placement of any rock above ground within the Slope Easement Area other than that shown on the Drawings is subject to the prior written consent of Grantor.

- (b) a non-exclusive, permanent easement on and over the Slope Easement Area for the repair, maintenance and existence of the Slopes and the planting, installation, maintenance and replacement of landscaping and grass.
- (c) a non-exclusive, permanent easement and right for access, ingress and egress over a portion of Grantor's Property located within ten (10) feet of the northern boundary of the Slope Easement Area as such Slope Easement Area is shown on **Exhibit "B"** (the "Construction Easement Area") for the construction, repair and maintenance of the Slopes and the planting, installation maintenance and replacement of landscaping and grass on the Slope Easement Area.

Grantor, in addition to the above, hereby expressly grants to Grantee, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description lying wholly within the Slope Easement Area which would interfere with the construction, existence or maintenance of the Slopes, and the right to enter upon the Slope Easement Area for the purpose of removing or demolishing such improvements.

The easements granted in this Agreement are made expressly subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, reservations and interests affecting the Easement Areas and appearing of record in the Office of the Clerk of Superior Court of Chatham County, Georgia, to the extent the same are in effect and validly enforceable against the Easement Areas (the "Permitted Encumbrances"); provided, however, to the extent Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement Areas or use of the Easement Areas for the purposes set forth herein.

Neither party's waiver of any breach or default of any term, condition, or provision of this Agreement shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision of this Agreement shall be implied from any action or non-action of either party, and any such waiver, to be effective, must be set out in a written instrument signed by the waiving party.

The easements granted herein shall bind and inure to the benefit of the heirs, assigns and successors in title of Grantor and of Grantee, and are intended for the use of Grantee and its affiliated governmental entities, but shall not be construed as creating any rights of use or access by the general public, including without limitation any right for the general public to enter onto the Easement Areas. Except as otherwise expressly provided herein, this Agreement shall not be deemed or construed as having conferred any rights, powers or privileges or easements, express or implied, upon any third person.

Grantor hereby warrants that Grantor has the right to grant the easements and bind itself, its successors and assigns to defend Grantee against claims against Grantor's title to the Easement Areas by persons claiming by, through or under Grantor but not otherwise.

This Agreement is subject to the additional provisions set forth in the Addendum attached hereto and incorporated herein by reference.

Except as expressly set forth in this Agreement, Grantee acknowledges and agrees that neither Grantor, nor any of its agents or representatives has made any representations, agreements, inducements or statements to Grantee to induce Grantee into accepting the easements herein or executing this Agreement. This Agreement constitutes the final and entire agreement between Grantor and Grantee concerning the subject matter hereof, and supersedes any and all prior and contemporaneous discussions, understandings and agreements, written or oral, between the parties, if any, with respect to such subject matter. This Agreement may be amended, modified, revised or supplemented only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day above written.

Signed, sealed and delivered
In the presence of:

CHATHAM STEEL CORPORATION, a
Georgia corporation

Witness

By: _____
Name: _____
Title: _____

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

Signed, sealed and delivered
In the presence of:

Witness

[SIGNATURE BLOCK FOR GRANTEE]

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

Addendum to Construction and Maintenance Easement Agreement

1. Grantee agrees to commence construction of the Slopes no later than December 1, 2019. Once commenced, Grantee will diligently pursue to completion the construction of the Slopes and shall complete construction and installation of the Slopes within twenty-four (24) months after the commencement of construction and installation of the Slopes. Grantee shall notify Grantor at least ten (10) business days prior to commencement of construction of the Slopes. Upon completion of construction of the Slopes, all Easement Areas shall be left in clean, sightly and safe condition, with all rubbish and debris removed therefrom.
2. During construction of the Slopes Grantee will place protective erosion fencing around the Slope Easement Area and shall use such other measures as are necessary to control erosion and silt runoff from the Slope Easement Area onto Grantor's Property.
3. Grantee shall exercise its rights under the Agreement in a manner that (a) will not damage or adversely affect Grantor's adjacent property, and (b) will not interfere with Grantor's operations on its adjacent property. Any activities permitted by the Agreement shall be completed as soon as reasonably possible once commenced. After completion of the activities permitted by the Agreement, all Easement Areas shall be left in a clean, sightly and safe condition, with all rubbish and debris removed therefrom.
4. Any construction or installation performed pursuant to the Agreement shall be performed and maintained at Grantee's sole cost and expense (a) in a good, diligent and workmanlike manner and (b) in compliance with all applicable laws, rules, regulations and ordinances.
5. Grantee shall, at its sole cost and expense and after completion of construction, stabilize any disturbed areas with grass, pine straw, mulch or other ground cover. Grantee shall, at its sole cost and expense, maintain and keep in good, clean, sightly and safe condition and repair any slope(s) located within the Slope Easement Area, including maintaining and replacing any landscaping installed by Grantee on the Slope Easement Area. Grantee shall also maintain and repair erosion and drainage on the Slopes and the Slope Easement Area in accordance with generally accepted engineering standards.
6. Grantee shall not so alter the Slope Easement Area such that storm water runoff from the Slope Easement Area onto and over the Grantor Property is materially increased.
7. Grantor reserves the right to use the Easement Areas for any purposes, including without limitation, access, ingress and egress to and from Grantor's Property, utility installations, and signage; provided, however, that such uses do not materially adversely impact any slope constructed by Grantee thereon.
8. In the event Grantee fails to perform its obligations set forth in the Agreement within ten (10) business days after receipt of written notice from Grantor, Grantor shall have the right to perform such obligations. Grantee shall reimburse Grantor for the reasonable costs of performing such obligations within twenty (20) days after Grantee's receipt of a written demand from Grantor for such reimbursement.
9. Any notice, demand, or request which is required or permitted under the Agreement shall be hand delivered (including delivery by reputable courier and overnight delivery companies), at the following addresses:

If to Grantor:

Chatham Steel Corporation
501 West Boundary Street
Savannah, GA 31401

Attn: President

With a copy to:
Reliance Steel & Aluminum Co.
350 S. Grand Avenue
Suite 5100
Los Angeles, CA 90071
Attn: Senior Vice President and General Counsel

If to Grantee:

City of Savannah
2 East Bay Str.
Savannah, Georgia 31402
Attn: City Manager

Notices, demands, and requests which are delivered in the foregoing manner shall be deemed sufficiently served or given when delivered. Rejection or other refusal to accept or the inability to deliver at the address so designated because of changed address of which no notice was given or because of failure to provide procedures for the delivery of mail at such address shall be deemed to be receipt of the notice, demand, or request sent.

10. Except to the extent of the negligence or willful misconduct of Grantor, its agents, representatives, employees, or contractors, Grantee shall indemnify, defend and hold Grantor, its parents, subsidiaries and affiliates, and its and their respective shareholders, officers, directors, employees, agents, successors and assigns (the "Indemnified Parties") harmless from and against any and all claims, actions, causes of action, suits, demands, proceedings, damages, injuries, losses, levies, assessments, attachments, executions, judgments, recoveries, awards, obligations, costs, expenses (including court costs and reasonable attorneys' fees), and liabilities of any kind or nature whatsoever which may be imposed upon, asserted against or incurred by Indemnified Parties to the extent arising or alleged to have arisen out of or in connection with any act or omission by Grantee or its agents, representatives, employees or contractors in connection with any work to be performed under this Agreement or the construction, maintenance, repair or existence of any slope or the exercise of any rights granted in this Agreement, including, without limitation, any bodily injury to any person (including sickness and death) or any loss, damage, or destruction of tangible property caused in whole or in part by any act or omission of Grantee, or its agents, representatives, employees, contractors or anyone for whom Grantee may be liable on or about the Easement Areas or Grantor's property adjacent to the Easement Areas.
11. In the event legal action is instituted by either of the parties to enforce the terms of this Agreement, the prevailing party will be entitled to receive from the other party reasonable attorney's fees.
12. Grantee shall, at Grantee's sole cost and expense, repair any damage to Grantor's Property or the improvements thereon caused by work performed pursuant to this Agreement. Grantee shall promptly pay for all work done on its behalf or at its direction and shall not allow the imposition of any mechanics' or materialmen's lien on Grantor's Property arising from any work performed or caused to be performed by Grantee. Grantee shall cause to be discharged any lien affecting Grantor's Property arising from or relating to such work within thirty (30) days of its imposition. No work done by Grantee in the Easement Areas shall give Grantee (or anyone doing work on behalf of Grantee) any lien claims or rights in and to Grantor's Property.
13. Time is of the essence in this Agreement. This Agreement shall be governed by and construed under the laws of the State of Georgia.

EXHIBIT A
Legal Description of Grantor's Property

EXHIBIT B
Legal Description of Slope Easement Area

PROJECT:
PARCEL:
REQ'D EASMT:
NAME:

EXHIBIT C
Drawings of Slope Easement Area

EXHIBIT D
Construction Easement Area