

STATE OF GEORGIA

COUNTY OF CHATHAM

RIGHT OF WAY WORK AND REIMBURSEMENT AGREEMENT

THIS RIGHT OF WAY WORK AND REIMBURSEMENT AGREEMENT (hereinafter the “Agreement”), made and entered into this ___ day of _____, 2018, by and between THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (hereinafter the “City”), and KESSLER ARMSTRONG, LLC, a Georgia limited liability company (hereinafter the “Grantee”);

WITNESSETH:

WHEREAS, Grantee is planning improvements to the public right-of-way surrounding the Armstrong Mansion, which Grantee is restoring, and which is located on the corner of Bull Street and Gaston Street in Savannah, Chatham County, Georgia (hereinafter referred to as the “Armstrong/City Right of Way”), including the construction and the installation of new sidewalk materials and other improvements (the “Improvements”); and

WHEREAS, plans have been prepared by Thomas & Hutton Engineering Co. (the “Plans”), showing the Improvements in addition to other encroachments within the Armstrong/City Right of Way, said other encroachments subject to additional approval by the City and execution of a separate Revocable License for Encroachment Agreement, and

WHEREAS, the City and Grantee enter into this Agreement to govern the installation, use, maintenance, and operation of the planned Improvements within the Armstrong/City Right of Way.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual covenants and Agreements hereinafter made, the receipt and sufficiency of all consideration being hereby acknowledged, the Parties agree as follows:

1. Grantee has provided the Plans of the Improvements, which the City Engineer has approved. All changes and revisions to the Plans shall, as they are prepared and prior to construction, be submitted to and subject to the written approval of the City Engineer.
2. Grantee shall install all of the Improvements within the Armstrong/City Right of Way in accordance with the Plans. Upon completion of the Improvements, they shall be inspected by the City Engineer or her designee. Upon the City Engineer's written approval of the construction of the Improvements, the City shall accept dedication of the same for the City's use.
3. The estimated cost of the construction of the Improvements is \$80,000. Upon acceptance of dedication by the City, the City agrees to reimburse Grantee for one half of the actual costs, not to exceed \$40,000.
4. Grantee understands and agrees that this Agreement grants no ownership rights to the real property.
5. Grantee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction of said Improvements, encroachment and uses.
6. This agreement shall expire on the earlier of the acceptance of the dedication of the Improvements by the City and payment to Grantee as above described, or three years from the date of its approval by Council.
7. 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.
8. 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.
9. 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.

[SIGNATURE PAGE TO FOLLOW]

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:**

KESSLER ARMSTRONG, LLC:

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

Its: _____

Its: _____