

## LICENSE AGREEMENT

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM** (hereinafter referred to as the "Board"), and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation of the State of Georgia (hereinafter referred to as the "City").

### WITNESSETH:

**WHEREAS**, the Board currently owns fee simple title to Parcel A, a Portion of the Savannah Gardens Apartments, Karp Ward, 5<sup>th</sup> G.M. District, Savannah, Chatham County, Georgia ("Parcel A"), as more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference, and shown on that plat entitled, "Plat of a Portion of the Savannah Gardens Apartments, Karp Ward, Fifth G.M. District, Savannah, Chatham County, Georgia," prepared by James M. Sims, G.R.L.S. No. 2280, dated August 24, 1994, and recorded in Plat Book 14-P, page 27-B, Chatham County, Georgia records, said plat being incorporated herein and made a part hereof by this reference (the "Plat"); and

**WHEREAS**, the City desires to obtain and the Board desires to grant a license over portions of Parcel A for the construction and maintenance of a sign;

**NOW, THEREFORE**, for and in consideration of TEN DOLLARS (\$10.00), the benefits accruing to each of them from the licenses and other agreements created hereby, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**1.01** License Area shall refer to that portion of Parcel A as marked on that marked copy of the Plat attached hereto as Exhibit "B" and made a part hereof by this reference.

**2.01** Sign License. The Board, as the owner of the License Area, hereby grants to the City, for the use of the City and any agents or contractors the City may designate, a temporary, non-exclusive license over, across, and through the License Area, for the purpose of constructing, installing, maintaining, repairing, and utilizing within said License Area a sign, the design and configuration of which will be substantially similar to that attached hereto as Exhibit "C" (hereinafter, the "Sign").

**2.02 Access License.** The Board, as the owner of Parcel A, hereby grants and conveys unto the City a temporary, non-exclusive license over and across the License Area, for the purpose of providing access, ingress and egress to the sign during normal business hours as needed for the maintenance, repair, and use of the Sign.

**2.03 Board Rights.** Nothing contained in the foregoing easements shall prevent the Board from using the License Area in any manner that does not unreasonably interfere with the use of the Sign.

**3.01 Construction.** The City shall, at its sole cost and expense, construct the Sign and the Fence. Within 60 days of the expiration of the Term of this Agreement, the City shall, at its sole cost and expense, remove the fencing and Sign from the License Area.

**3.02 Maintenance of Sign.** The City shall construct, maintain, and repair the Sign at its sole cost and expense, and shall keep the Sign in a clean and attractive condition.

**4.01 Governmental Restrictions.** The City shall, at its sole cost and expense, install and maintain the Sign in compliance with all restrictions imposed by ordinances, rules, and regulations of municipal and county authorities having jurisdiction thereof. The Board makes no warranties whatsoever that the applicable ordinances, rules, and regulations allow the use of the license rights contained herein.

**5.01 Responsibility for Sign.** The City shall be solely responsible for the City's installation, maintenance, repair, or removal of, or the City's failure to maintain and repair the Sign. All expenses relative to installation, maintenance, repair, lighting, or powering of the Sign shall be the City's responsibility.

**6.01 Notice.** Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or in registered or certified form, postage prepaid, return receipt requested, and if addressed to the following addresses, respectively:

The Board:

The Board of Public Education for the City of Savannah  
and County of Chatham  
Attention: Superintendent  
208 Bull Street  
Savannah, GA 31401

With a copy to:

Bouhan Falligant LLP  
Attn: Leamon R. Holliday  
One West Park Avenue  
Savannah, GA 31401

The City:

The Mayor and Aldermen of the City of Savannah  
P.O. Box 1029  
Savannah, Georgia 31402

With a copy to:

David Keating, Director  
Real Estate Services  
P.O. Box 1029  
Savannah, Georgia 31402

or to such other address as either party may direct from time to time by written notice forwarded in accordance herewith.

**8.01 Term.** The term of this Agreement shall be ten (10) years from the date of execution of this Agreement.

**8.02 Termination.** The Board may terminate this Agreement at any time by 90 days' written notice of the same to the City. The Board may immediately terminate this Agreement if Parcel A or a portion containing the License Area comes under contract to be sold, upon written notice to the City of the same. Upon termination the City shall remove the sign and relocate the fence to its original location (if requested by the Board) and restore the License Area to good condition.

**8.01 Miscellaneous.** The City shall use and enjoy all licenses created hereunder in such a manner so as to not unreasonably interfere with the Board's use and enjoyment of its property. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be modified or altered in any respect except by a writing executed by all parties hereto and recorded in the Chatham County, Georgia records. This Agreement shall be governed by and construed and interpreted under the laws of the State of Georgia.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties have signed and sealed this Agreement on the day and year first above written.

**THE BOARD OF EDUCATION:**

**The Board of Public Education for the  
City of Savannah and the County of  
Chatham**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**THE CITY:**

**The Mayor and Aldermen of the City of  
Savannah, a municipal corporation of the  
State of Georgia**

By: \_\_\_\_\_  
Roberto Hernandez

Its: City Manager

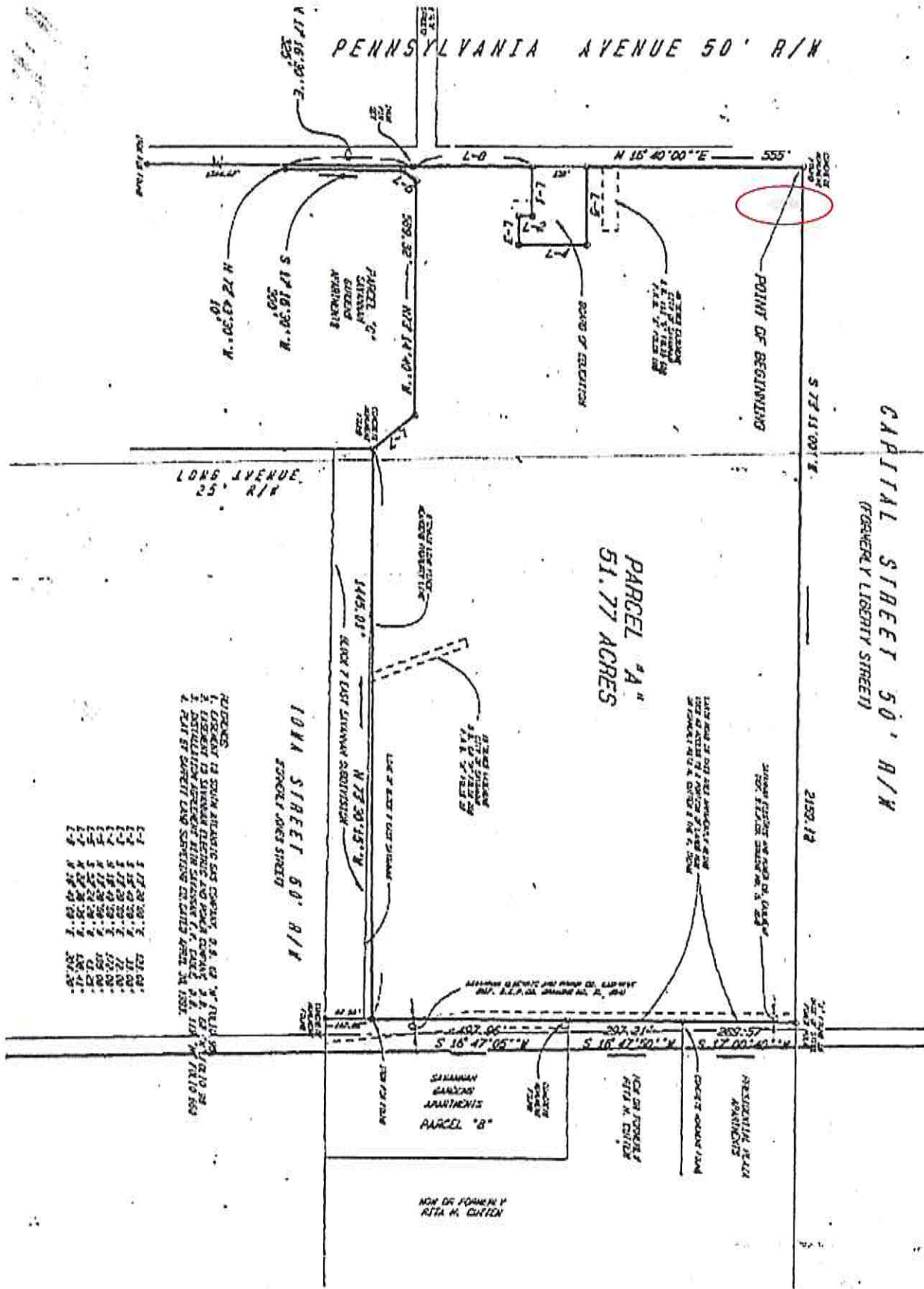
## EXHIBIT "A"

ALL that certain tract or parcel of land situate, lying and being in Savannah, Chatham County, Georgia, in Karp Ward, containing 51.77 acres, more or less, and being described as follows: Commence at a point, which is marked by a concrete monument, at the intersection of the eastern right-of-way line of Pennsylvania Avenue and the southern right-of-way line of Capital Street (formerly Liberty Street), which is the Point of Beginning; run thence South 73°11'00" East along the southern right-of-way line of Capital Street a distance of 2159.12 feet to a point marked by an "X" found in the base of a steel power pole; run thence South 17°00'40" West a distance of 289.57 feet to a concrete monument; run thence South 16°47'50" West a distance of 297.21 feet to a concrete monument; run thence South 16°47'05" West a distance of 497.96 feet to an iron pin; run thence North 73°30'15" West a distance of 1445.01 feet to a concrete monument; run thence North 22°26'25" West a distance of 136.41 feet to a point; run thence North 73°14'40" West a distance of 589.32 feet to a point; run thence South 52°24'20" West a distance of 43.25 feet to a point; run thence South 17°16'30" West a distance of 300.00 feet to a point; run thence North 72°43'30" West a distance of 10.00 feet to a point on the eastern right-of-way line on Pennsylvania Avenue; run thence North 17°16'30" East along the eastern right-of-way line of Pennsylvania Avenue a distance of 325.00 feet to an iron pin; continue thence along said right-of-way line North 16°40'00" East a distance of 304.20 feet to a point; run thence South 73°20'00" East a distance of 123.00 feet to a point; run thence South 16°40'00" West a distance of 33.00 feet to a point; run thence South 73°20'00" East a distance of 72.00 feet to a point; run thence North 16°40'00" East a distance of 172.00 feet to a point; run thence North 73°20'00" West a distance of 195.00 feet to a point on the eastern right-of-way line of Pennsylvania Avenue; run thence North 16°40'00" East along the eastern right-of-way of Pennsylvania Avenue a distance of 555.00 feet to a concrete monument, which is the Point of Beginning. Said parcel is bounded as follows: North by Capital Street; East by Presidential Plaza Apartments, lands now or formerly of Rita H. Cutten, and lands of Federal Home Loan Mortgage Corporation; South by Block 7, East Savannah Subdivision and lands of Federal Home Loan Mortgage Corporation; and West by Pennsylvania Avenue and lands of The Board of Public Education for the City of Savannah and the County of Chatham.

Said tract is designated as "Parcel A" upon that certain plat of survey prepared for the Board of Public Education for the City of Savannah and the County of Chatham by James M. Sims, dated August 29, 1994, revised March 28, 1995, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Plat Record Book 14-P, page 27-B, said plat being incorporated herein and made a part hereof by this reference.

Said property being the same property conveyed from Federal Home Loan Mortgage Corporation to The Board of Public Education for the City of Savannah and the County of Chatham pursuant to that certain Limited Warranty Deed, dated April 26, 1995, and recorded in Deed Book 172-J, page 606, Chatham County, Georgia records.

PENNSYLVANIA AVENUE 50' R/W



CAPITAL STREET 50' R/W

(GENERALLY LIBERTY STREET)

2152 12

S 72 15 00" E

N 17 00 40" W

PARCEL #1  
51.77 ACRES

FOR SALES  
BY  
JAMES M. CHASE

MR. DE FORMER  
RITA M. GILLEN

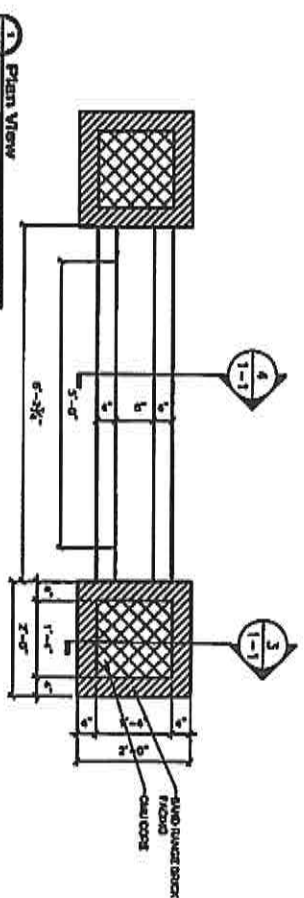
SILVERMAN  
GARDEN  
APARTMENTS  
PARCEL #8

IOWA STREET 60' R/W

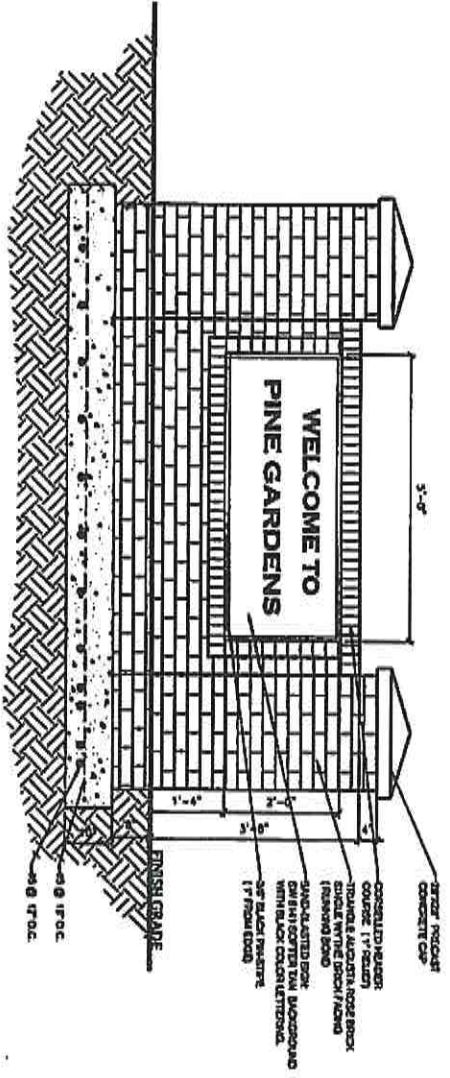
ENGINEER JOHN SHERIDAN

NOTICES  
1. RECORD OF THIS MAP IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF WASHINGTON, D.C., AT THE OFFICE OF THE COUNTY CLERK AT 1100 18TH STREET, N.W., WASHINGTON, D.C., ON FEBRUARY 28, 1968.  
2. RECORD OF THIS MAP IN THE OFFICE OF THE DISTRICT CLERK OF THE DISTRICT OF COLUMBIA, AT 1100 18TH STREET, N.W., WASHINGTON, D.C., ON FEBRUARY 28, 1968.  
3. RECORD OF THIS MAP IN THE OFFICE OF THE DISTRICT CLERK OF THE DISTRICT OF COLUMBIA, AT 1100 18TH STREET, N.W., WASHINGTON, D.C., ON FEBRUARY 28, 1968.

- L-1 1 17 00 40" W 62.00'
- L-2 1 17 00 30" W 71.00'
- L-3 1 18 00 30" E 17.00'
- L-4 1 18 00 30" E 102.00'
- L-5 1 17 00 30" W 62.00'
- L-6 1 17 00 30" W 71.00'
- L-7 1 17 00 30" W 71.00'
- L-8 1 18 00 30" E 17.00'
- L-9 1 18 00 30" E 102.00'
- L-10 1 17 00 30" W 62.00'

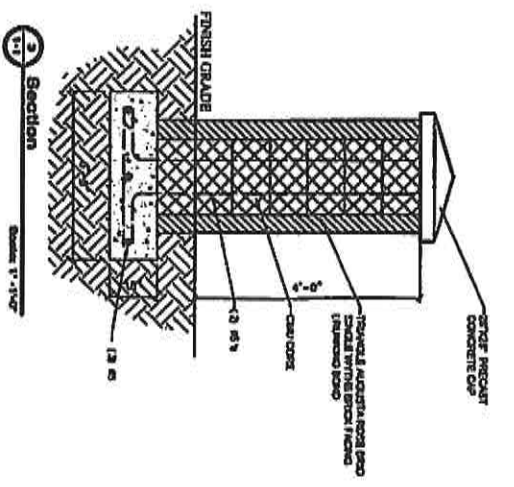


**1** Plan View  
Scale: 1" = 1'-0"

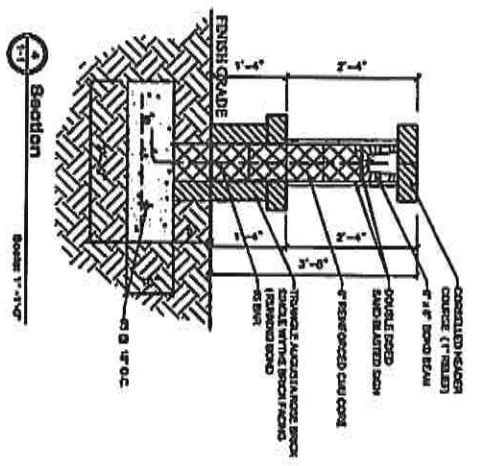


**2** Front Elevation  
Scale: 1" = 1'-0"

**NOTE:**  
Plans will need to be verified by a structural engineer.



**3** Section  
Scale: 1" = 1'-0"



**4** Section  
Scale: 1" = 1'-0"



**5** Vicinity Map  
Board #123

Project Title	Pine Garden Neighborhood Signs
Specialty Design	
Drawing Title	Plan View, Elevation and Section
Drawn by	CP
Checked by	CP
Date	07/14/15
Project Number	
Sheet Number	
Scale	1 of 1
Discipline	Architectural

**Savannah** 1117 1/2  
**DIVULCIPALBNT SERVICES DEPARTMENT**  
 515 Alabama Street, Savannah, GA 31405  
 912.351.3407

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