

MEMORANDUM OF AGREEMENT
by and between
The Mayor and Aldermen of the City of Savannah
and
Lowcountry Land Trust, Charleston South Carolina

This Memorandum of Agreement (hereinafter "Agreement") is made this _____ day of _____, 2019, by and between the Mayor and Aldermen of the City of Savannah, a political subdivision of the State of Georgia (hereinafter referred to as "Savannah"), and Lowcountry Land Trust South Carolina, (hereinafter referred to as "LLT").

WHEREAS, in 2015, Savannah entered into a cooperative working agreement with four municipal water providers (Partners) within the Savannah River Basin to protect water quality for future generations; and

WHEREAS, the Partners recognize that land protection through conservation easements is a cost effective way of maintaining the good quality of current drinking water supplies; and

WHEREAS, the Partners recognize that the protection of water quality is best achieved through a coordination of efforts between the Partners and land conservation organizations; and

WHEREAS, the LLT is a land conservation organization that has worked since 1986 to protect over 141,000 acres within 17 coastal counties; and

WHEREAS, the LLT is matching Savannah's contribution and other Partners have recently contributed to the protection of lands upstream.

WHEREAS, Savannah has determined it would be of benefit to its citizens to contribute funding for the protection of 297 acres on the Savannah River.

NOW, THEREFORE, as a desire of Savannah and LLT to properly coordinate a conservation easement the parties hereby agree as follows:

1. Savannah shall contribute \$50,000 to LLT prior to December 31, 2019 for the placement of a conservation easement on 297 acres of property on the Savannah River in Jasper County, Tax Parcel #013-00-01-003.
2. The LLT shall monitor and inspect the property to ensure compliance with the terms of the conservation easement.
3. The LLT will submit an annual report to Savannah providing information on the property's condition and compliance with the terms of the conservation easement.

TERMINATION:

If the property does not close prior to December 31, 2019 this Agreement shall be terminated.

CHOICE OF LAW:

This Memorandum of Agreement shall be controlled by and construed in accordance with the laws of the State of Georgia.

NOTICE:

Any notice given under this Agreement shall be deemed given when provided in writing to the following persons:

TO: City of Savannah, GA:

Rob Hernandez, City Manager
John Sawyer
City of Savannah
706 Stiles Avenue, Savannah GA 31415

With a copy to:
City Attorney
P.O. Box 1027
Savannah, GA 31402

TO: The Lowcountry Land Trust:

Ashley Demosthenes, President and CEO
635 Rutledge Avenue, Suite 107
Charleston, South Carolina 39403

Lowcountry Land Trust, South Carolina

City of Savannah, Georgia

By _____

By _____

Date _____

Date _____

Attest _____

Attest _____

Date _____

Date _____