**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, 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 water providers (Partners) within the Savannah River Basin to protect water quality for future generations; and

WHEREAS, the Partners recognize that land protection 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 collaboration between the Partners and land protection organizations; and

WHEREAS, the LLT is a land protection organization that has worked since 1986 to protect over 142,000 acres within 17 coastal counties; and

WHEREAS, the LLT has secured funds to purchase the property known as Meyer Lake Tract for $3.4M and Savannah’s contribution of 3% represents a continued commitment to the Partners and water quality protection; and

WHEREAS, Savannah has determined it would be of benefit to its citizens to contribute funding for the protection of 974 acres and 3.5 miles of frontage on the Savannah River.

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

1. Savannah shall contribute $105,000 to LLT prior to December 31, 2020, for the purchase of 974 acres of property known as the Meyer Lake Tract on the Savannah River in Jasper County, Tax Parcels # 028-00-01-001, 028-00-01-018, and 028-02-00-035.
2. The LLT shall ensure the property is protected in perpetuity through the designation as a Heritage Preserve and Wildlife Management Area Program open for public recreation.
3. The LLT will submit official documentation of the aforementioned land designations and uses to the City of Savannah prior to December 31, 2021.

TERMINATION:

If the property does not close prior to December 31, 2020 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:

Pat Monahan, City Manager

2 East Bay Street, 4th Floor

Savannah GA 31402

With a copy to:

Bates Lovett, City Attorney

P.O. Box 1027

Savannah, GA 31402

Eric Larson, City Water Resources Senior Director

706 Stiles Avenue

Savannah, GA 31415

**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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**