STATE OF GEORGIA\_\_\_\_\_\_\_\_\_\_)

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COUNTY OF CHATHAM\_\_\_\_\_\_\_)

This agreement by and between the Mayor and Aldermen of the City of Savannah, a municipal corporation situated within the County of Chatham, State of Georgia (sometimes alternatively referred to as “the City”) as party of the first part, and Lynes Parkway Center, an entity owning certain lands within the City limits, as party od the second part.

WITNESSETH:

Whereas, the party of the second part owns 13 lots within the City limits in a subdivision known as Lynes Parkway Center; and;

 Whereas, property had been zoned heavy industrial ever since the City annexed the property about 25 years ago; and;

Whereas, the party of the second part has been attempting to sell the lots for years and now has strong interest from several potential purchasers; and;

Whereas, the City of Savannah approximately 3 years ago initiated a comprehensive review of its zoning code, with substantial public notice and engagement, which resulted in zoning classifications modifications to certain properties within its limits; and;

Whereas, the city approximately a year ago completed the rezoning process and rezoned the subject property to light industrial;

Whereas, the party of the second part has been advised that it needs to petition the city to rezone the property from the light industrial to heavy industrial however the party of the second part wishes to preserve its right to seek judicial relief should the petition for rezoning be denied; and;

Whereas, the parties wish to set forth an agreement, whereby the City agrees not to assert a waiver defense to any lawsuit by the party of the second part against the City for the property’s zoning re-designation.

Therefore in consideration of ten dollars ($10) and other good and valuable consideration receipt of which is hereby acknowledged the parties agree as follows:

 The City agrees that it will not raise a defense of waiver against the party of the second part in a lawsuit by the party of the second part to challenge the alleged incorrect and wrongful rezoning by the city of the subject property,

 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals of office this

\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

 City Manager of Savannah

 Clerk of Council

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 Lynes Parkway Center

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 Anthony H.Abbott

 Manager Lynes Parkway Center

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