
ABOVE SPACE FOR RECORDING INFORMATION ONLY

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**STORM WATER DRAINAGE
EASEMENT AGREEMENT**

THIS STORM WATER DRAINAGE EASEMENT AGREEMENT (the “Agreement”) is made as of _____, 2020, by and between **JJL, INC.**, a Georgia corporation (“JJL”), and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** (“City”).

WITNESSETH:

WHEREAS, JJL is the owner of that real property being more particularly described on Exhibit “A”, attached hereto and made a part hereof by this reference (the “JJL Parcel”); and

WHEREAS, JJL has agreed to grant storm water drainage easement rights over the Easement Area (as defined herein) for the benefit of the City as more particularly set forth herein;

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

1. **Definitions.** Unless the context otherwise requires, capitalized terms used herein shall have the meanings set forth below:

Easement Area shall mean _____.

Storm Water Facilities shall mean storm water lines, pipes, manholes and related facilities now installed or hereinafter constructed on the Easement Area for the purpose of directing the flow of storm water.

2. **Easement.** JJL, as the owner of the JJL Parcel, hereby grants to the City a perpetual, non-exclusive, easement, right and privilege over, under and across the Easement Area for the flow of storm water through underground Storm Water Facilities and for pedestrian and vehicular access, ingress and egress over and across the Easement Area for the purpose of utilizing said utility easement rights, subject to the terms hereof.
3. **Construction and Maintenance.** JJL shall have the right and sole obligation to construct and maintain Storm Water Facilities within the Easement Area in good operating order and repair, at its sole cost and expense. Notwithstanding the foregoing, the City shall have the right to regularly inspect the Storm Water Facilities upon reasonable advance notice to JJL, and if JJL fails to so maintain the Storm Water Facilities, then upon thirty (30) days advance written notice to JJL, the City shall have the right to perform such maintenance and repairs as necessary to keep the Storm Water Facilities in good operating order and repair.
4. **Conditions of Work.** In the event the City performs work, including repairs and maintenance, to the Storm Water Facilities pursuant to the terms of this Agreement (the "Work"):
 - a. The Work shall be performed in such a manner so as not to unreasonably interfere with the use or operation of the JJL Parcel, including, without limitation, any interruption to any utility service to any improvements constructed on the JJL Parcel;
 - b. Upon the completion of any Work, the City shall restore the Easement Area to the condition which existed immediately prior to such Work, except to the extent that the Easement Area has been maintained or improved as a result of such Work;
 - c. The City shall obtain all necessary licenses and permits required for such Work and all Work shall be done and all improvements constructed in a good and workmanlike manner and shall be free and clear of all liens of contractors, subcontractors, laborers and materialmen and all other liens;
 - d. All Work shall be performed and all improvements constructed in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over such Work.
5. **Miscellaneous.** The easements, benefits and obligations created hereunder shall create mutual benefits and servitudes running with the title to the JJL Parcel. Each party hereto

shall use and enjoy all easements created hereunder and benefiting said party in such a manner so as to not unreasonably interfere with the other party's use, enjoyment and development of its respective parcel. This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs, grantees and assigns. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect the terms and provisions hereof. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties hereto shall not be entitled to rely upon any statement, promise or representation not herein expressed, and this Agreement shall not be modified or altered in any respect except by a writing executed by all parties hereto. This Agreement shall be governed by and construed and interpreted under the laws of the State of Georgia. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year written above.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

JJL:

JJL, INC.,
a Georgia corporation

By: _____

Its: _____

[NOTARIAL SEAL]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

CITY:

**THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH**

By: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT "A"

JJL Parcel