Development and Limited Use Agreement

This agreement (“Agreement”) is entered into effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2025 (the “Effective Date”) by and between the Mayor and Aldermen of the City of Savannah, Georgia (the "City") and Trustees’ Garden Club ("TGC"), each a “Party” and collectively the “Parties.”

RECITALS

1. The City of Savannah is a municipal corporation of the State of Georgia.
2. Trustees’ is a non-profit corporation with tax exempt status from the Internal Revenue Service under Section 501(c)(3) of the United States Internal Revenue Code and was organized for the purpose of stimulating the knowledge and love of gardening and restoring, improving, and protecting the quality of the environment through educational programs and action in the fields of conservation and civic improvement.
3. The Shade Garden (the "Garden"), designed by the Park and Tree Department, will be an asset of the City to be constructed in Forsyth Park, West of the Fragrant Garden.
4. TGC desires to fund and execute the development of the Garden in Forsyth Park, providing an aesthetically pleasing, peaceful retreat for visitors and increasing visitation in an otherwise underutilized space.
5. The City and TGC wish to formalize their mutual understanding concerning improvements to and stewardship of the Garden.

NOW THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the Parties agree as follows:

1. Shade Garden Construction.
   1. TGC, with City input (through its Park and Tree Senior Director), will draft Requests for Proposal for construction of improvements called for in the Garden design (e.g. walkways, plant identification signage, etc.). TGC will distribute its Request for Proposals to potential bidders.
   2. TGC will seek the City's input (through its Park and Tree Senior Director) during the bid review process; however, final selection of contractor(s) to construct the enhancements called for in the Garden design will be the responsibility of TGC.
   3. TGC shall be the contracting party for all agreements concerning implementation of the Garden design, including construction of enhancements, and shall be responsible for the associated construction costs.
   4. TGC will provide volunteer labor to assist in the installation of plant material and signage as well as future “work days” by its membership to provide additional upkeep.
   5. Title to all enhancements will vest in the City upon installation in the Garden.
2. City responsibilities.
   1. The City will support issuance of all necessary City permits and other City approvals concerning the enhancements.
   2. The City acknowledges that it does not have the authority to obligate the choice of vendors for the enhancements, as TGC is an independent entity.
   3. The City will work closely with TGC throughout the planning and enhancement process.
   4. The City will provide in a timely manner all information and documents requested by TGC and/or its vendors supporting development and implementation of the Garden enhancements.
   5. The Parties agree that the City has no financial obligation to TGC to fund the cost of development or implementation of the Garden enhancements, but will contribute to the project through supplying materials and services (*e.g.,* plant material and plant installation) as it has done on previous projects.
3. Post-Construction Maintenance and Modifications.
   1. Upon completion of construction pursuant to the Garden design, the City shall assume primary responsibility at its expense for the maintenance and repair of the Garden, including mowing, leaf-blowing, litter collection, and necessary pruning.
   2. In recognition of TGC’s considerable investment in the Garden’s Improvements and the extent to which the Garden is integrated into Forsyth Park’s visitor experience, the City agrees to consult with TGC regarding any modifications to the Garden as may be necessary.
4. City Manager Approval. The City and TGC acknowledge and agree that they may need to execute one or more amendments to this Agreement in furtherance of its Purpose. The City hereby authorizes the City Manager to execute amendments to this Agreement that are in furtherance of the terms and conditions contained herein.
5. Term of Agreement. The term of this Agreement shall be for one (1) year following the Effective Date and shall be renewable for one (1) additional year term by mutual agreement of the Parties, by either Party giving the other Party notice to renew within ten (10) calendar days at the expiration of the term.
6. Termination. The City acknowledges and agrees that TGC’s ability to implement the Garden design is contingent on TGC’s ability to obtain third-party contributions sufficient to fund such work. Accordingly, TGC shall have the right to terminate this Agreement at any time by giving written notice thereof to the City and following such termination neither Party shall have any further obligation to the other hereunder.
7. Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Amendment or the subject matter covered by this Amendment, except as otherwise specifically provided for or referred to herein. No change or addition to, or deletion of, any portion of this Amendment shall be valid or binding upon the Parties hereto unless the same is approved in writing by the Parties.
8. Notices. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U.S. Postal Service first class, certified or express mail or other overnight mail service, or hand delivered, when addressed as follows:

To City:

City of Savannah

Attention: City Manager

City Hall

2 East Bay Street

Savannah, GA 31401

with a copy to:

City Attorney

Office of the City Attorney

2 East Bay Street, 3rd Floor

Savannah, GA 31401

To TGC:

Other addressee(s) may also be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

1. Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Georgia without reference to rules regarding choice of law.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment under seal as of the day and year first above written.

THE TRUSTEES’ GARDEN CLUB THE MAYOR AND ALDERMEN OF THE

CITY OF SAVANNAH, a Georgia municipal

Corporation

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

Name: Name: Joseph A. Melder

Title: Title: City Manager

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_