

Prepared by and return to:

Carisa LeClair, Esq.
GSA Office of General Counsel
Southeast Sunbelt Region (LD4)
77 Forsyth Street, Suite 600
Atlanta, GA 30303

**NON-EXCLUSIVE RELOCATABLE
EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (“Easement”) is made as of this _____ day of _____, 2023, by and between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (“**GRANTOR**”) a municipal corporation organized and existing under the laws of the State of Georgia, and the **UNITED STATES OF AMERICA**, acting by and through the ADMINISTRATOR OF THE GENERAL SERVICES ADMINISTRATION (“**GRANTEE**”). GRANTOR and GRANTEE are collectively referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, GRANTOR is the fee simple owner of the right-of-way abutting the planned Annex to the Tomochichi Federal Building and U.S. Courthouse as shown on Exhibit “A”, attached hereto and incorporated herein (the “Grantor Property”); and

WHEREAS, GRANTEE is the fee simple owner of the property located at 124 Barnard Street, Savannah, Georgia upon which the new Federal Courthouse Annex is being constructed to serve the Tomochichi Federal Building and U.S. Courthouse; and

WHEREAS, pursuant to the authority of Title 40, United States Code, Sections 581 and 3304, the GRANTEE seeks to acquire a perpetual easement under a portion of the Grantor’s

Property located in Savannah, Georgia, being the right-of-way abutting the planned Annex to enable data/communication lines to cross beneath Whitaker Street to connect to the Tomochichi Federal Building and U.S. Courthouse, as more particularly depicted on Exhibit "A" ("Easement Area"), which is attached hereto and made a part hereof; and

WHEREAS, GRANTOR is willing to grant the requested easement and is authorized to do so.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Easement. Subject to the terms and conditions set forth in this Easement, GRANTOR does hereby grant to and establish in favor of GRANTEE, its employees, and agents, a perpetual and non-exclusive easement, free and clear from all liens, defects, and restrictions for the construction, installation, use, repair/maintenance, and replacement of improvements including, but not limited to, four conduits 4" in diameter for data/communication lines being under that portion of the Grantor's property, the Easement Area, as depicted on Exhibit "A" attached hereto and made a part hereof, and as described as follows:

All that certain lot, tract or parcel of land situate, lying and being in the 7th G.M.D., City of Savannah, Chatham County, Georgia, within the right-of-way of Whitaker Street. Being more particularly described as follows:

Commencing at an "X" scribed in concrete on the northern side of right of way of West York Street and the western side of right of way of Whitaker Street (intersecting right of way) located at the coordinates of northing 757446.49 and Easting 988528.59, said point being labeled point of commencement on said plat, thence running N17°10'10"E for a distance of 84.25 feet to a point located at the coordinates of Northing 757528.94 and Easting 988554.07 and labeled Point of Beginning, thence running N17°10'10"E for a distance of 1.00 foot to a point, thence turning and running S72°19'42"E for a distance of 5.03 feet to a point, thence turning and running S46°36'33"E for a distance of 20.94 feet to a point, thence turning and running S61°32'56"E for a distance of 21.06 feet to a point, thence turning and running S17°05'03"W for a distance of 1.02 feet to a point, thence turning and running N61°32'56"W for a distance of 21.39 feet to a point, thence turning and running N46°36'33"W for a distance of 20.84 feet to a point, thence turning and running N72°19'42"W for a distance of 4.79 feet to the Point of Beginning and containing 47 square feet or 0.001 acres; Be all measurements a little more or less.

2. Maintenance of Easement Area. GRANTEE shall maintain the Easement Area, at GRANTEE'S sole cost and expense, in a state of good repair and in a safe condition, and in compliance with all applicable laws, consistent with its use and enjoyment by the GRANTEE.

3. Taxes. GRANTOR shall remain solely responsible for the payment of all real estate taxes and assessments on the Easement Area, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such tax or assessment, so long as the rights of the other parties shall not be jeopardized by the deferring of payment.
4. Liability. GRANTEE will be responsible to the extent provided under applicable Federal law for all claims resulting from the Government's actions in the Easement Area. In accordance with the terms and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. §§ 1346(b), 2671, et seq.)("Tort Claims Act"), GRANTEE shall be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission by any employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Tort Claims Act at the time of such act or omission, or to preclude the Government from using any defense available at law or in equity.
5. Environmental Conditions. If GRANTEE encounters any environmental conditions during the use of the Easement Area that warrant analysis, GRANTEE will notify GRANTOR of such discovery and GRANTOR and GRANTEE shall thereupon work cooperatively to resolve the environmental condition so encountered; provided, however, that nothing shall require GRANTEE to expend any money to correct any environmental condition, and if the parties cannot agree on a method to resolve, GRANTEE'S sole remedy shall be termination of this Easement pursuant to the terms hereof.
6. Counterparts. This Easement may be executed in multiple counterparts, each of which so executed and delivered shall be deemed an original, but all of which together shall constitute but one and the same instrument.
7. Effective Date. This Easement shall become effective as of the latest of the dates of execution by all signatories set forth below, and the effective date of this Easement shall be inserted on Page 1 hereof.
8. Severability of Provisions. If any term, covenant, or condition of this Easement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, then the remainder of this Easement or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant, and condition shall be valid and enforceable to the fullest extent permitted by law.
9. Recorded Instrument. The Parties agree that this Easement shall be recorded in the Land Records of Chatham County, Georgia.
10. Entire Easement. This Easement contains and embodies the entire agreement among the Parties with respect to the matters contained herein. The execution, delivery, and performance of this Easement have been duly authorized by all necessary actions of the

Parties hereto. No modification of this Easement or any provision hereof will be effective unless reduced to writing and such document is signed by duly authorized representatives of the Parties and delivered to the others in accordance with the notice provisions of this Easement and recorded in the Land Records of Chatham County, Georgia. No waiver of any right or obligation hereunder will be effective unless reduced to writing and signed by a duly authorized representative of the Parties subject to such right or obligation.

11. Governing Law. This Easement will be governed by the Federal laws of the United States of America, and if such laws are not applicable to the issue in question, then this Agreement will be governed by the laws of the State of Georgia.
12. Benefits and Burdens. This Easement will be binding upon, and inure to the benefit of, the Parties. Any real property interest benefited or burdened by the terms of this Easement will be conveyed, sold, encumbered, leased, occupied, or otherwise used, improved or transferred, in whole or in part, subject to the terms of this Easement, and all of the rights and covenants contained in this Easement will run with the title to property of the GRANTEE and GRANTOR.
13. Notices. All notices and other communications relating to the Easement shall be in writing sent by certified or registered, return receipt requested, postage prepaid, United States mail, personal delivery, or by recognized, private, overnight courier which maintains evidence of delivery and addressed as follows:

If to the GRANTEE: General Services Administration
Public Buildings Service
Attn: Director, Portfolio Division
77 Forsyth Street SW, Suite G40
Atlanta, Georgia 30303
Phone No. 404-562-2717

If to the GRANTOR: The Mayor and Aldermen of the City of Savannah
Attn: City Manager
City of Savannah
P. O. Box 1027
Savannah, Georgia 31402

Copy to: David Keating,
Senior Director of Real Estate Services
City of Savannah
PO Box 1027
Savannah, GA 31402

And: Bates Lovett, Esquire
City of Savannah Attorneys Office
PO Box 1027
Savannah, GA 31402

14. Waiver. No waiver of any breach of this Easement shall be implied from any omission to take any action in respect of such breach, whether or not such breach continues or is repeated. No express waiver of any breach shall affect any breach or cover any period of time other than the breach and period of time specified in such express waiver. One or more waivers of any breach in the performance of any term, provision, covenant, or agreement contained in this Easement shall not be deemed to be a waiver of any subsequent breach in the performance of the same term, provision, covenant, or agreement, or any other term, provision, covenant, or agreement contained in this Easement.
15. No Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of real estate to the general public or for any public purpose whatsoever; it being the intention of the parties that the Easement shall be strictly limited to and for the purposes set forth in this Easement.
16. Relationship of Parties. The parties hereto from time to time shall have the relationship of grantor and grantee only, and shall not be deemed to be partners, co-venturers, principals, or agents of each other or otherwise in any manner associated.
17. Subordination. Any mortgage, deed of trust, or other lease hereafter granted or entered into with respect to the Grantor Property shall be subordinate and inferior to the easements, rights, benefits, and obligations created hereby, and the foreclosure under any such mortgage or deed of trust shall not extinguish or impair the easements, rights, benefits, and obligations created by this Easement.
18. Relocation. If at any future time, GRANTOR determines that it is necessary to relocate the Easement Area in order to satisfy a need of the City, GRANTOR shall, without charge to GRANTEE, provide GRANTEE a substitute Easement Area and shall reasonably endeavor to ensure said substitute Easement Area is acceptable to both parties ("Substitute Easement Area"). Both parties shall reach an agreement as to the location of the "Substitute Easement Area" within 30 days of initial notice. In the event, the Easement Area is relocated, the same terms and conditions will apply to said Substitute Easement Area, including the right to relocate the Substitute Easement Area in the event it is required by the GRANTOR as provided herein. Relocation of the improvements would be at GRANTEE's cost and expense, subject to availability of appropriated funds. Nothing contained herein obligates the GRANTEE to expend appropriated funds.
19. Termination. This perpetual Easement shall remain in effect for so long as the improvements constructed upon remain in U.S. Government ownership. Should the Government transfer and/or convey the Federal Courthouse Annex property and the Tomochichi Federal Building and U.S. Courthouse to a private individual(s) and/or entity(ies), the Parties agree that this Easement shall be terminated. Upon termination, at its option, the GRANTEE may abandon its improvements and said improvements shall become the property of the GRANTOR. This Easement may be released only by and upon a signed agreement of the GRANTOR and GRANTEE.

[no further text—signatures follow]

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed
this ____ day of _____, 2023.

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

By: _____
Joseph A. Melder, City Manager

Attest:

By: _____
Mark Massey, Clerk of Council

IN WITNESS WHEREOF, the GRANTEE has caused this instrument to be executed
this 12th day of January, 2023.

UNITED STATES OF AMERICA,
Acting by and through the General Services Administration

By: Tammy S. Sadler
Tammy S. Sadler
Contracting Officer
Public Buildings Service
General Services Administration

STATE OF VIRGINIA)
) ss.
CITY OF CHESAPEAKE)

On this 12th day of January, 2023, before me, a Notary Public in and for said County and State, personally appeared Tammy S. Sadler, who states she is a Contracting Officer for the Public Buildings Service, General Services Administration for The United States of America and its assigns and he is duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of the United States of America, General Services Administration and further stated that she so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

NOTARY PUBLIC
My commission expires: July 31, 2026

TIFFANY RENEE MATTHEWS
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31 2026
COMMISSION # 7772218

Tiffany Renee Matthews

EXHIBIT

