

*When recorded, mail copy to:
Historic Savannah Foundation, Inc.
P.O. Box 1733
Savannah, GA 31402*

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

**RESERVED CONSERVATION EASEMENT AND PRESERVATION
AGREEMENT**

This Reserved Conservation Easement and Preservation Agreement (hereinafter referred to as "Agreement") is entered into this _____TH day of _____, 201_, by and between **THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH** (hereinafter referred to as "Grantor") and **HISTORIC SAVANNAH FOUNDATION, INC.**, a Georgia non-profit corporation (hereinafter referred to as "Grantee") pursuant to the provisions of Sections 44-10-1 through 44-10-8 of the Official Code of Georgia, entitled the "Georgia Uniform Conservation Easement Act" for the purpose of preserving its exterior facades located in Chatham County, Georgia, being generally known as all that certain lot, tract or parcel of land situate, lying and being in Savannah, Chatham County, Georgia, and formerly known and designated as **419 W. 34th Street**, NOW lying at the southwest corner of Recombination Lot 1, Meldrim Ward, 1st G.M. District, City of Savannah, Chatham County, Georgia, as recorded in Plat Book 51, PG. 347, Chatham County Clerk of Superior Court Prepared by Hussey Gay Bell, revised 10/30/2017, and more particular described in Exhibit A attached hereto and by reference made a part hereof.

WITNESSETH:

WHEREAS, Historic Savannah Foundation, Inc., ("Grantee") is a private, non-profit corporation incorporated in the State of Georgia. Grantee has as a principal corporate purpose the acquisition, improvement and preservation of property in and around Savannah, Georgia. Grantee is a qualified holder pursuant to the provisions of the Georgia Uniform Conservation Easement Act; and

WHEREAS, the property contains certain improvements thereon, including a historic wood-frame, two-story house built in the late 1890s, also referred to as the Meldrim Row Keeper's Cottage; and

WHEREAS, Grantor and Grantee recognize the historical, architectural and cultural values and significance of the Property, and have the common purpose of conserving and preserving the Meldrim Row Keeper's Cottage located on said property; and

WHEREAS, Both Grantor and Grantee desire that the entire structure and particularly its exterior facades be rehabilitated and sympathetically adapted for contemporary use while retaining its historically and architecturally significant features, to be protected and maintained in conformance with the provisions hereof;

NOW, THEREFORE, in furtherance of this common desire and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee a conservation easement over, across, through and upon the exterior facades, as such a conservation easement is defined in the Act, all in accordance with such further terms and conditions set forth herein (the "Easement"), Grantee hereby accepts the Easement within the meaning of O.C.G.A. § 44-10-3(b), and Grantor and Grantee hereby further agree as follows:

1. *Right to Inspect*

The Grantor agrees that the Grantee, and its employees, agents, and designees shall have the right to inspect the exterior facades at all reasonable times, upon twenty-four (24) hours prior notice, in order to ascertain whether the conditions of this Agreement are being observed.

2. *Duration*

This Agreement is granted for the duration of ten years commencing on the date when this instrument is filed for record with the Clerk of Superior Court of Chatham County, Georgia.

3. *Restrictions on Activities that Would Affect Historically Significant Components of the Exterior Facades*

Grantor and Grantee agree that the restrictions of this Agreement shall apply to all exterior facades of the building, and that no change to the exterior facades may be made by Grantor except as provided herein. The Grantor agrees that no construction, repairs, alteration, improvements, remodeling, demolition, movement, painting, or any other activity shall be undertaken on the exterior facades which would, in Grantee's opinion, affect its historical and architectural integrity without prior written permission of the Grantee affirming that such reconstruction, repair, cleaning, repainting, refinishing, rehabilitation, preservation, or restoration will be consistent with The Secretary of the Interior's Standards for the Treatment of Historic Properties (hereinafter referred to as the "Standards"). Grantee shall be given sufficient opportunity to respond to details of the proposal (measured drawings, sketches, renderings, mock-ups, etc.).

4. *Duty to Maintain the Exterior Facades*

Grantor agrees at all times to maintain the exterior facades in a good and sound state of repair and to maintain the exterior facades according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the exterior facades in ways that protect and enhance those qualities.

5. *Casualty Damage or Destruction*

In the event that the exterior facades or any parts of same shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the

Grantor shall notify the Grantee in writing within thirty (30) days of the damage or destruction. No repairs or reconstruction of any type, other than necessary temporary measures required by emergency circumstances to stabilize the exterior facades or to provide for public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards.

6. *Enforcement*

Grantee shall have the right to prevent and cause violations of the terms of this Agreement to be corrected. If the Grantee, upon inspection of the exterior facades, finds a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical, or architectural importance of the exterior facades, the Grantee shall give the Grantor thirty (30) days' written notice of the violation and opportunity to cure the violation before taking any formal action, including, but not limited to, any legal action. If a court of competent jurisdiction determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently.

7. *Violations*

Grantor will, at Grantor's expense, cure any breach or violation of the terms of this Easement after receiving notice or knowledge thereof and diligently pursue the cure to completion.

The Property referred to herein is subject to a RESERVED CONSERVATION EASEMENT AND PRESERVATION AGREEMENT which controls the ability of any owner or other possessor of the exterior facades to alter its historic character and requires that the improvements thereon be maintained.

SIGNATURE PAGES FOLLOW

In witness whereof the partners herein set their hands and seals the day and year set out above.

GRANTOR:

Mayor & Alderman of the City of Savannah

By: _____
City Manager

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

GRANTEE:

**HISTORIC SAVANNAH FOUNDATION, INC.
a Georgia non-profit corporation**

By: _____
Daniel G. Carey, President & CEO

Signed, sealed and delivered in the presence of:

Witness

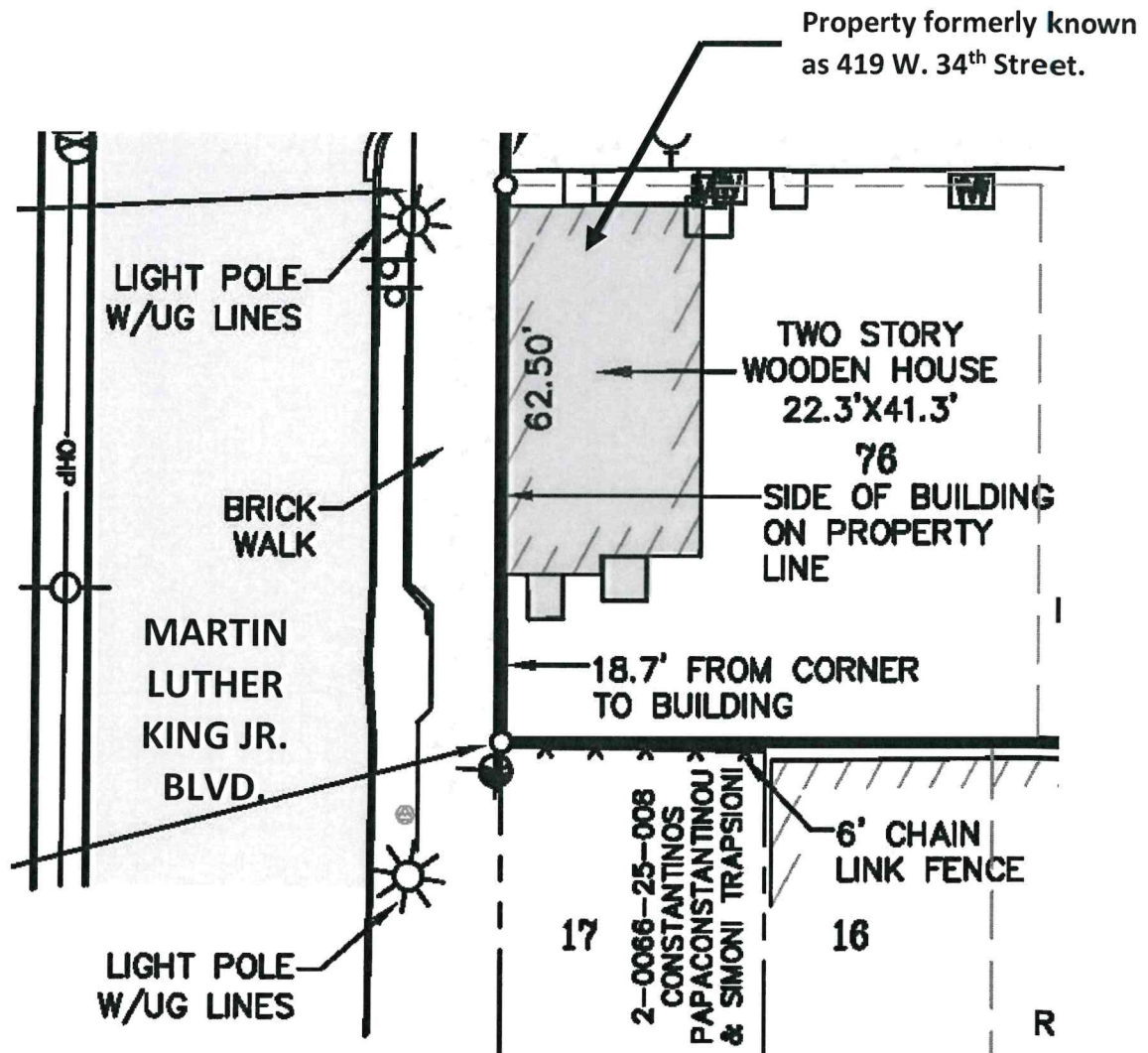
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

[EXHIBITS TO CONSERVATION EASEMENT FOLLOW]

EXHIBIT "A"



Formerly known and designated as 419 W. 34th Street NOW lying at the southwest corner of Recombination Lot 1, Meldrim Ward, 1st. G.M. District, City of Savannah, Chatham County, Georgia, as recorded in Plat Book 51, PG. 347, Chatham County Clerk of Superior Court Prepared by Hussey Gay Bell, revised 10/30/2017.