

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **The Mayor and Alderman of the City of Savannah** (“**Seller**”), a municipal corporation of the State of Georgia, and **Georgia Ports Authority**, a public corporation and instrumentality of the State of Georgia (“**Purchaser**”).

### W I T N E S S E T H:

WHEREAS, Seller has agreed to sell certain real property to Purchaser, and Purchaser has agreed to purchase such property from Seller; and

WHEREAS, the parties desire to provide for the purchase and sale on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements set forth herein, Ten (\$10.00) dollars in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Definitions and Meanings.** When used herein, the following capitalized terms have the meanings specified in this Paragraph 1.

1.1 “**Closing**” means the consummation of the Property purchase and sale as contemplated by this Agreement and the deliveries required under Paragraph 9.

1.2 “**Earnest Money**” shall have the meaning attributed thereto in Paragraph 3.2.

1.3 “**Effective Date**” means the later of the date of Purchaser’s or Seller’s execution of this Agreement, as indicated on the signature page hereto.

1.4 “**Property**” means that certain tract or parcel of land, being a portion of PIN 20018 01011 containing approximately .84 acre shown as Parcel 3-C1 on Exhibit A, attached hereto and incorporated herein by this reference, together with all rights, members, easements, buildings, structures and other improvements located thereon or appurtenant thereto, together with all fixtures attached or affixed to the land or the buildings, structures or other improvements.

1.5 “**Title Objection(s)**” mean any (i) deeds to secure debt, mortgages, deeds of trust, liens, financing statements, security interests (“**Monetary Title Objections**”) or (ii) easements, leases, restrictive covenants, agreements, options, and other encumbrances (“**Non-Monetary Title Objections**”) objected to by Purchaser as provided in Paragraph 5 hereof.

2. **Sale and Purchase.** Seller shall sell the Property to Purchaser on the terms and conditions contained in this Agreement, and Purchaser shall purchase the Property from Seller on the terms and conditions contained in this Agreement.

3. **Purchase Price; Earnest Money.**

3.1 The price for the Property shall be One Million Three Hundred Forty-One Thousand Dollars (\$1,341,000.00) (the "**Purchase Price**"). At the Closing, Purchaser shall pay the Purchase Price to Seller by wire transfer, or certified funds acceptable to Seller. The Purchase Price shall be adjusted to reflect any prorations required under Paragraph 9.4 of this Agreement.

3.2 Within three (3) days after the Effective Date, Purchaser shall deposit the sum of Ten Thousand Dollars (\$10,000.00) (the "**Earnest Money**") with **McCorkle, Johnson & McCoy, LLP**, as escrow agent ("**Escrow Agent**"). Upon receipt, the Escrow Agent shall hold the Earnest Money subject to the following conditions:

3.2.1 During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

3.2.2 If this Agreement shall be terminated by the mutual written agreement Seller and Purchaser, or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid, or if a dispute shall develop between Seller and Purchaser concerning to whom such should be paid and delivered, then and in any such event, the Escrow Agent shall pay and deliver such in accordance with the joint written instructions of the Seller and Purchaser. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon Seller and Purchaser, then the Escrow Agent shall pay and deliver the Earnest Money into a court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement.

3.2.3 If costs or expenses are incurred by the Escrow Agent in its capacity as Escrow Agent because of litigation or a dispute between the Seller and Purchaser arising out of the holding of the Earnest Money in escrow, the non-prevailing party shall pay the Escrow Agent its reasonable costs and expenses. Except for such costs or expenses, no fee or charge shall be due or payable to the Escrow Agent for its services as escrow holder only.

3.2.4 By joining herein, the Escrow Agent undertakes only to perform the duties and obligations imposed upon the Escrow Agent under the terms of this Agreement and expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon the Seller and the Purchaser hereunder.

3.2.5 Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for gross negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the

Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

3.3 In the event Purchaser has the right to and elects to terminate this Agreement, Escrow Agent shall refund the Earnest Money upon receipt of notice of such termination; provided, however, if Seller disputes Purchaser's entitlement to a refund of the Earnest Money, Escrow Agent shall retain same subject to the terms and conditions set forth herein until receipt of joint instructions from the parties regarding the disposition of the Earnest Money. Notwithstanding anything in this paragraph to the contrary, if Escrow Agent receives notice of termination from Purchaser prior to the end of the Inspection Period, Escrow Agent shall and is hereby directed by Seller to refund the Initial Deposit to Purchaser.

3.4 If Purchaser shall fail to deliver any Earnest Money to Escrow Agent on or before the date herein required, then the Earnest Money theretofore deposited shall be paid to Seller as consideration for Seller's execution of and entry into this Agreement, and, except as expressly set forth herein, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. All deposits by Purchaser required pursuant to this Paragraph 4 shall be in the form of Purchaser's check drawn against collected funds, payable to Escrow Agent; and no deposit shall be deemed timely unless received or postmarked on or before the date therefor set forth in this Paragraph 4.

#### **4. Title Examinations and Objections.**

4.1 At the Closing, Seller shall deliver and convey to Purchaser good and marketable fee simple title to the Property by Limited Warranty Deed, subject only to the permitted exceptions. "Good and marketable fee simple title" as used in this Agreement shall mean title which a title company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard printed exclusions in the owner's policy.

4.2 Purchaser shall have until the date ninety (90) days after the Effective Date to examine title and furnish Seller with a written statement of objections which render Seller's title less than good and marketable fee simple title. Purchaser may reexamine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the date of Purchaser's initial examination. If Purchaser shall fail to examine title to the Property or to give Seller such initial notice of title objections, Purchaser shall be deemed to have waived all objections appearing of record as of the date ninety (90) days after the Effective Date.

4.3 If Seller gives Purchaser such written notice with respect to any objection specified in Purchaser's initial notice of title objections, or if Seller fails to so satisfy any valid objections, then, at the option of Purchaser, and as its sole and exclusive alternatives and remedies, within ten (10) days of Purchaser's receipt of Seller's notice, Purchaser may either: (i) terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property.

5. **Access to and Examination of Property.**

5.1 Between the Effective Date and the Closing Date, Purchaser and Purchaser's agents, employees, contractors, representatives and other designees (herein collectively called "**Purchaser's Designees**") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, surveys, mechanical and structural engineering studies, appraisals and any other investigations, examinations, tests and inspections as Purchaser may reasonably require to assess the condition of the Property; provided, however, that (i) any activities by or on behalf of Purchaser, including, without limitation, the entry by Purchaser or Purchaser's Designees onto the Property or the other activities of Purchaser or Purchaser's Designees with respect to the Property ("**Purchaser's Activities**") shall not damage the Property in any manner whatsoever (except as reasonably necessary to complete Purchaser's Inspection as contemplated pursuant to this Paragraph 5) or disturb or interfere with the rights or possession of any tenant of the Property and (ii) in the event the Property is altered or disturbed in any manner in connection with Purchaser's Activities, Purchaser shall promptly return and restore the Property to substantially the condition existing prior to Purchaser's Activities.

5.2 Termination Right. Purchaser shall have until the date ninety (90) days after the Effective Date, (herein called the "**Inspection Period**"), to perform such investigations, examinations, tests, appraisals and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser, in Purchaser's sole and absolute discretion. In the event Purchaser shall determine that the Property is not suitable and satisfactory to Purchaser, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period. In the event Purchaser gives Seller the notice required by the immediately preceding sentence before the end of the Inspection Period, then, except as expressly provided in this Agreement, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Purchaser does not terminate this Agreement in accordance with this subparagraph 5.2 on or before the end of the Inspection Period, Purchaser shall have no further right to terminate this Agreement pursuant to this Subparagraph 5.2.

5.3 Seller shall deliver to Purchaser on or before the date five (5) days after the Effective Date certain documents and information, if any, in Seller's possession or control related to the Property, including any title policies, surveys, leases, soil reports, environmental reports and property inspections.

6. **Subdivision Plat.** Purchaser shall have the Property subdivided by a Georgia registered land survey consistent with Exhibit A attached hereto. Seller shall execute a limited warranty deed at the Closing containing the legal description derived from the recorded subdivision plat.

7. **Seller's Representations and Warranties.** To induce Purchaser to enter into this Agreement and to consummate the transaction provided for herein, Seller, as of the date hereof and as of the Closing Date, hereby represents and warrants to Purchaser as follows:

7.1 The individuals executing this Agreement on behalf of Seller have the right, power, and authority to execute and deliver this Agreement and Seller has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement.

7.2 Seller has received no notice of, nor is Seller aware of, any pending, threatened, or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Seller shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

7.3 No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year that are not due and payable), whether or not they have become liens; and Seller shall notify Purchaser upon learning of any such assessments.

7.4 There is no pending litigation or dispute concerning the location of the boundary lines and corners of the Property.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 8, SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROPERTY, WHICH IS BEING SOLD "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS.

The provisions of this Paragraph 7 shall survive the Closing for a period of one (1) year.

8. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement and to consummate the transaction provided for herein, Purchaser, as of the date hereof and as of the Closing Date, hereby represents and warrants to Seller as follows:

8.1 Purchaser has full power and authority to enter into this Agreement and to acquire and to own the Property.

8.2 The execution and delivery of all documents to be delivered at the Closing by the persons so acting on behalf of Purchaser will be authorized by all necessary action of Purchaser, and this Agreement and all such documents shall be the legal, valid and binding obligations of Purchaser, enforceable in accordance with their respective terms.

8.3 The execution of this Agreement and consummation of the transactions provided for herein shall not constitute a default or breach under any agreement to which Purchaser is subject.

The provisions of this Paragraph 8 shall survive the Closing for a period of one (1) year.

9. **The Closing.**

9.1 Closing Date. The Closing shall be held on or before June 30, 2024, at the offices of McCorkle, Johnson & McCoy, LLP, in Savannah, Georgia, or such location and date and at such time as may be mutually agreed upon by Seller and Purchaser (the “**Closing Date**”).

9.2 Deliveries at Closing. On the Closing Date, the Closing shall occur as follows, subject to satisfaction of all the terms and conditions of this Agreement:

9.2.1 Seller shall convey good and marketable fee simple title to the Property to Purchaser, without exception for any Title Objections, by limited warranty deed, duly executed, witnessed, and notarized and in recordable form, together with appropriate evidence of the due execution and authorization thereof.

9.2.2 Seller shall deliver to Purchaser an Owner’s Affidavit reasonably acceptable to Purchaser’s counsel and title insurer. In addition to all documents, instruments and agreements expressly provided for herein, Purchaser and Seller shall execute such other documents (including, without limitation, an incumbency certificate and certified resolutions authorizing the execution and delivery of all documents and the performance of the transactions contemplated hereunder) as may be reasonably required by counsel for either party or Purchaser’s title insurer to effectuate the purposes of this Agreement.

9.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

9.3.1 Seller shall pay (a) fees and expenses of Seller’s attorneys, and (b) any other costs related to Seller’s title clearance matters, if any and if so elected to be cured by Seller.

9.3.2 Purchaser shall pay (a) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing pursuant to the terms hereof, (b) the costs of the subdivision plat, (c) any title examination fees or charges incurred by Purchaser, (d) premiums for any title insurance policy or policies obtained by Purchaser, and (e) the fees and expenses of Purchaser’s attorneys.

9.3.3 All other costs and expenses of the transaction contemplated by this Agreement shall be borne by the party incurring the same.

9.4 Prorations. All utility/service charges and all state, city and county ad valorem taxes due with respect to the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller as of the Closing Date. If the actual amount of such taxes is not known as of such date, either because tax bills for the calendar year of the Closing have not been issued or because such tax bills cover real property in addition to the Property, the proration at the Closing will be based on the most current and accurate ad valorem tax billing information available. Should such proration not be based on the actual amount of the ad valorem taxes for such calendar year and should such proration prove to be inaccurate upon receipt of the actual tax

bills for the Property for such calendar year, then either Seller or Purchaser may demand at any time after the Closing Date a payment from the other correcting such malapportionment. Seller shall pay, at the Closing, all other assessments, whether due in installments or lump sum, and whether special or general in nature, levied or assessed against the Property as of the Closing Date. This provision shall survive the Closing.

9.5 Conditions to Obligation to Close. Notwithstanding any term of this Agreement to the contrary, Purchaser will have no obligation to proceed with the Closing unless and until Purchaser has obtained the written approval of the State Properties Commission of Georgia ("SPC"), pursuant to Official Code of Georgia Annotated 52-2-13, by no later than the Closing Date. In the event Purchaser has not received written approval from the SPC on or before the Closing Date, either Seller or Purchaser shall have the right to terminate this Agreement upon written notice to the other party, and thereupon the Earnest Money shall be promptly returned to Purchaser, whereupon, except for those rights or obligations which by their express terms survive the termination of this Agreement, neither party hereto shall have any other further rights or obligations under this Agreement. Purchaser shall request approval promptly following the execution of this Agreement and shall diligently pursue approval until received.

## 10. **Casualty and Condemnation.**

10.1 Risk of Loss. Until the purchase of the Property has been consummated on the Closing Date, all risk of loss of the Property (whether by exercise of the power of eminent domain or otherwise) shall belong to and be borne by Seller.

10.2 Election by Purchaser. In the event of any (i) damage to or destruction of the Property or any portion thereof, (ii) any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of the Property or any portion thereof by anyone having the power of eminent domain, or (iii) any action or threatened action by any governmental authority or agency which may impede, delay or interfere with Purchaser's planned development or intended use of the Property, Purchaser shall, by written notice to Seller delivered within ten (10) business days of receiving written notice from Seller of such event, elect to: (a) terminate this Agreement and all of its obligations hereunder, in which event this Agreement shall become null and void and no party shall have any right, duty, or obligation under this Agreement; or (b) consummate the purchase of the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (a) of this Paragraph 10.2, then Seller shall on the Closing Date pay to Purchaser all condemnation awards and compensation then received by Seller. In addition, Seller shall transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to payment for damages and compensation on account of such taking, damage or destruction.

10.3 Notice of Risk. Seller shall notify Purchaser in writing immediately upon Seller's receiving written notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property, any actual or threatened action by any governmental authority or agency which impedes, delays, or prohibits Purchaser's planned development of the Property, or any actual or threatened action or investigation with respect to any of the statements set forth in Paragraph 7.6, and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed

basis, the election between the alternatives provided by clauses (a) and (b) in Paragraph 10.2 above. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have ten (10) days after it receives such information from Seller within which to elect between such alternatives, and accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such a ten (10) day period in which to make its election under Paragraph 10.2 above.

11. **Brokerage Terms.** All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Purchaser without the intervention of any person or other party as agent or broker. Each party shall be solely responsible for any and all claims, demands, losses, costs, damages, liabilities and expenses (including, without limitation, attorneys' fees and costs of litigation) incurred by reason of any such claims or demand, whether meritorious or not, by any broker, sales person or agent or other person or entity employed or engaged by or with whom such party has discussed the transaction contemplated by this Agreement for any commissions, fees or other compensation in connection with this Agreement or the conveyance contemplated by this Agreement. The provisions of this Paragraph 11 will survive the Closing or any termination of this Agreement.

12. **Default.**

12.1 Purchaser's Default. If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Purchaser under this Agreement, Seller shall have the right to retain the security deposit and have such remedies as provided under Georgia law.

12.2 Seller's Default. If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Purchaser shall have such remedies as provided under Georgia law.

13. **Agreements Affecting the Property.** Seller hereby covenants and agrees with Purchaser that, so long as this Agreement remains in full force and effect, Seller will not sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any interest or estate therein) provided, however, that the above covenant shall not prohibit any encumbrance which is satisfied or removed by Seller at or prior to Closing.

14. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid or nationally recognized overnight delivery service, and addressed to each party at its address as first set forth below. Any such notices, request or other communications shall be considered given or delivered, as the case may be, on the date of hand delivery; or on the date of delivery by the United States certified or registered mail or overnight courier as provided above. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be



deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof to the other party hereto, a party may from time to time and at any time change its mailing address hereunder.

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

If to Purchaser:       Georgia Port Authority  
2 Main Street  
Garden City, Georgia 31408  
Attention: Properties and Contracts

With a copy to:       McCorkle, Johnson & McCoy, LLP  
Attention: Robert L. McCorkle, III  
319 Tattnall Street  
Savannah, Georgia 31401  
Email: rlm@mccorklejohnson.com  
Phone: (912) 232-6000

The Mayor and Aldermen of the City of Savannah  
P.O. Box 1027  
Savannah, GA 31402  
Attention: City Attorney

The Mayor and Aldermen of the City of Savannah  
P.O. Box 1027  
Savannah, GA 31402  
Attention: Sr. Director of Real Estate

15.    **Assignment.** No assignment of this Agreement shall be binding unless signed by all parties to this Agreement. Any approved assignee shall fulfill all of the terms and conditions of this Agreement.

16.    **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this

Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

17. **Confidentiality.** The parties hereto agree that no press or other publicity release or communication to the general public concerning the transaction contemplated by this Agreement shall be issued by any party prior to Closing without Purchaser's and Seller's prior written approval. Seller and Purchaser covenant and agree not to communicate the terms or any aspect of this Agreement and the transactions contemplated hereby, including the identity of the parties hereto, to any person or entity and to hold, in the strictest confidence, the content of any and all information in respect of the Property which is supplied by Seller to Purchaser or by Purchaser to Seller (collectively, the "**Information**"), without the express written consent of the other party; provided, however, that either party may, without consent, disclose the Information (a) to its respective advisors, consultants, attorneys, accountants, partners, investors, employees and lenders (the "**Transaction Parties**") without the express written consent of the other party, and (b) if disclosure is required by law or by regulatory or judicial process including, without limitation, the Georgia Open Records Act. Notwithstanding the foregoing, the Parties acknowledge and agree that Seller must present this Agreement to its Governing Board for approval in a public meeting, that this item will appear in an agenda published to provide notice to the public, and that this Agreement may be subject to discussion by the Governing Board during that meeting. Pursuant to the Georgia Open Records Act, due diligence and related information may be held confidential and not subject to public records until such time as the transaction either closes or this Agreement is terminated. However, after closing or termination, all matters related to this Agreement and the Property become public records.

18. **Miscellaneous.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Georgia. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of like or similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any condition or right of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived by such party. Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

19. **Special Stipulations.**

(a) Construction Easement. Seller shall grant to Purchaser a +/- 0.39 acre temporary construction easement over and across Seller's remaining Parcel 3-C2 shown on **Exhibit A**; the terms of which will be negotiated during the Inspection Period, mutually agreeable among the parties, and recorded at Closing. Said temporary construction easement shall expire the earlier of: 1) eighteen (18) months from date of Closing or 2) upon completion of Purchaser construction activities.

(b) GPA Driveway. GPA will engineer, design, permit and construct a driveway off of Louisville Road for the exclusive use of Purchaser and its employees, contractors, subcontractors, agents and invitees (the "**GPA Driveway**"). A conceptual drawing of the GPA Driveway is attached hereto as **Exhibit B**.

(c) City Driveway. On or before the date nine (9) months after Closing, Purchaser at Purchaser's expense shall engineer and design, including without limitation, preparation of full constructions plans, one (1) of the following alternatives as determined by Seller at Seller's request:

- i. A driveway meeting existing City of Savannah and Georgia DOT standards (the "**City Driveway**") off of Louisville Road up to the property line of Seller's Parcel 3-C2 providing access to Parcel 3-C2 and Seller's adjoining property. A conceptual drawing of the City Driveway which will include a three (3) lane entry drive (inbound, right turn outbound and left turn outbound) and which will be part of a new intersection on Louisville Road is attached hereto as **Exhibit C**. Purchaser shall be responsible for preparing all engineering and construction plans for the City Driveway, and obtain any necessary approvals from relevant State agencies, including, the State Historic Preservation Office. Seller shall be responsible for any local municipal permitting and for constructing the City Driveway at Seller's expense.
- ii. An alternate trail that would traverse along the southerly boundary of Seller's remainder property that could be constructed atop the former railroad bed/berm. This would be an alternative to the City Driveway described above.
- iii. In the event Seller elects to proceed with design of the City Driveway and approvals cannot be obtained from the relevant State agencies, Seller and GPA will work in good faith to develop an agreeable alternative access solution at GPA's expense.

[Signature page follows]

**IN WITNESS WHEREOF**, Purchaser and Seller have executed this Agreement, by and through their duly authorized officers, under seal and as of the last date shown below.

Date executed by Seller:

\_\_\_\_\_

**SELLER:**

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date executed by Purchaser:

March 11, 2024

**PURCHASER:**

GEORGIA PORTS AUTHORITY

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

Name: Griffith Lynch

Title: Executive Director

Attest:  \_\_\_\_\_

Name: James C. McCurry, Jr.

Title: Chief Administrative Officer

**EXHIBIT "A"**

**PROPERTY**

[See attached]

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

RECORDING INFORMATION:  
 1. THIS BLOCK AND PLAT (SEE PARCEL 3-C1)  
 2. FILED IN THE PUBLIC RECORDS DIVISION OF THE SUPERIOR COURT ON 4-20-87, PAGE 13 & 14.

NOTICE: THE OWNER, IN ACCEPTANCE OF THIS PLAT, HAS ACKNOWLEDGED THAT HE OR SHE HAS RECEIVED THE PROPERTY FROM THE PREVIOUS OWNER AND THAT HE OR SHE IS NOT PROVIDING ANY OTHER EVIDENCE OF TITLE. THE PROPERTY IS NOT SUBJECT TO EASEMENTS, ENCUMBRANCES, RESTRICTIONS, RIGHTS OF WAY, OR OTHER INTERESTS, UNLESS THEY ARE SHOWN ON THIS PLAT. THE OWNER HAS BEEN ADVISED THAT THE SUPERIOR COURT OF THE STATE OF GEORGIA HAS REVIEWED AND APPROVED THIS PLAT. THE SUPERIOR COURT HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE GEORGIA STATE PLATING ACT AND THE GEORGIA STATE PLATING ACT REGULATIONS. THE SUPERIOR COURT HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE GEORGIA STATE PLATING ACT AND THE GEORGIA STATE PLATING ACT REGULATIONS. THE SUPERIOR COURT HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE GEORGIA STATE PLATING ACT AND THE GEORGIA STATE PLATING ACT REGULATIONS.

ALL STREET RIGHTS-OF-WAY, EASEMENTS AND ANY SITE FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USES INTENDED.

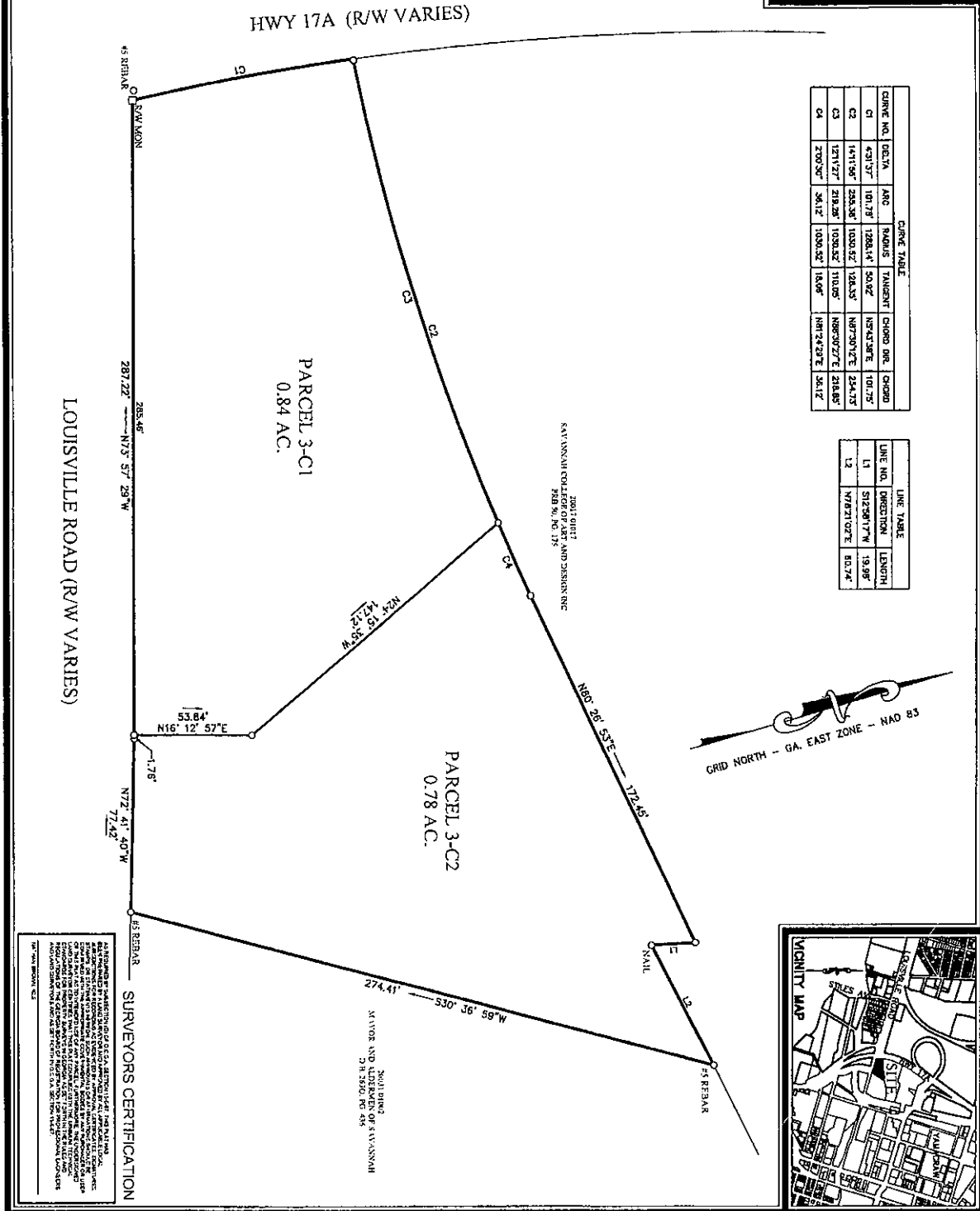
OWNER \_\_\_\_\_  
 APPROVED BY THE CITY ENGINEER, CITY OF SAVANNAH, GEORGIA  
 JULIE McLEAN, P. E., CITY ENGINEER DATE \_\_\_\_\_  
 APPROVED BY THE METROPOLITAN PLANNING COMMISSION  
 MELANIE WILSON, EXECUTIVE DIRECTOR DATE \_\_\_\_\_  
 APPROVED BY THE CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION  
 DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**MINOR SUBDIVISION SURVEY**  
 OF PARCEL 3-C, CARMICHAEL WARD, CITY OF SAVANNAH, 1ST G.M.D., CHATHAM COUNTY, GEORGIA  
 FOR THE CITY OF SAVANNAH

DATE ORDERED BY:	DATE:
ORDER NO.:	DATE:
ORDER NO.:	DATE:
ORDER NO.:	DATE:
ORDER NO.:	DATE:

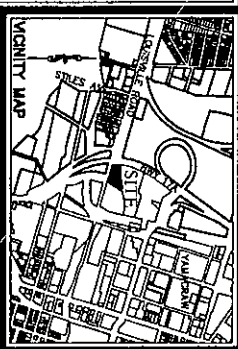
**HUSSEY GAY BELL**  
*Established 1958*  
 329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T-912.354.4626

HUSSEY GAY BELL & ASSOCIATES, INC.  
 SURVEYORS  
 AUTHORIZATION: LSP-300



CURVE NO.	BEARING	RADIUS	TANGENT	CHORD	DR. CHORD
C1	49° 37'	101.73'	50.82'	101.73'	101.73'
C2	141° 19'	255.38'	100.02'	100.02'	254.175'
C3	121° 27'	218.28'	100.02'	110.05'	188.30277'E 218.85'
C4	200° 02'	361.12'	100.02'	16.66'	181.24237'E 361.12'

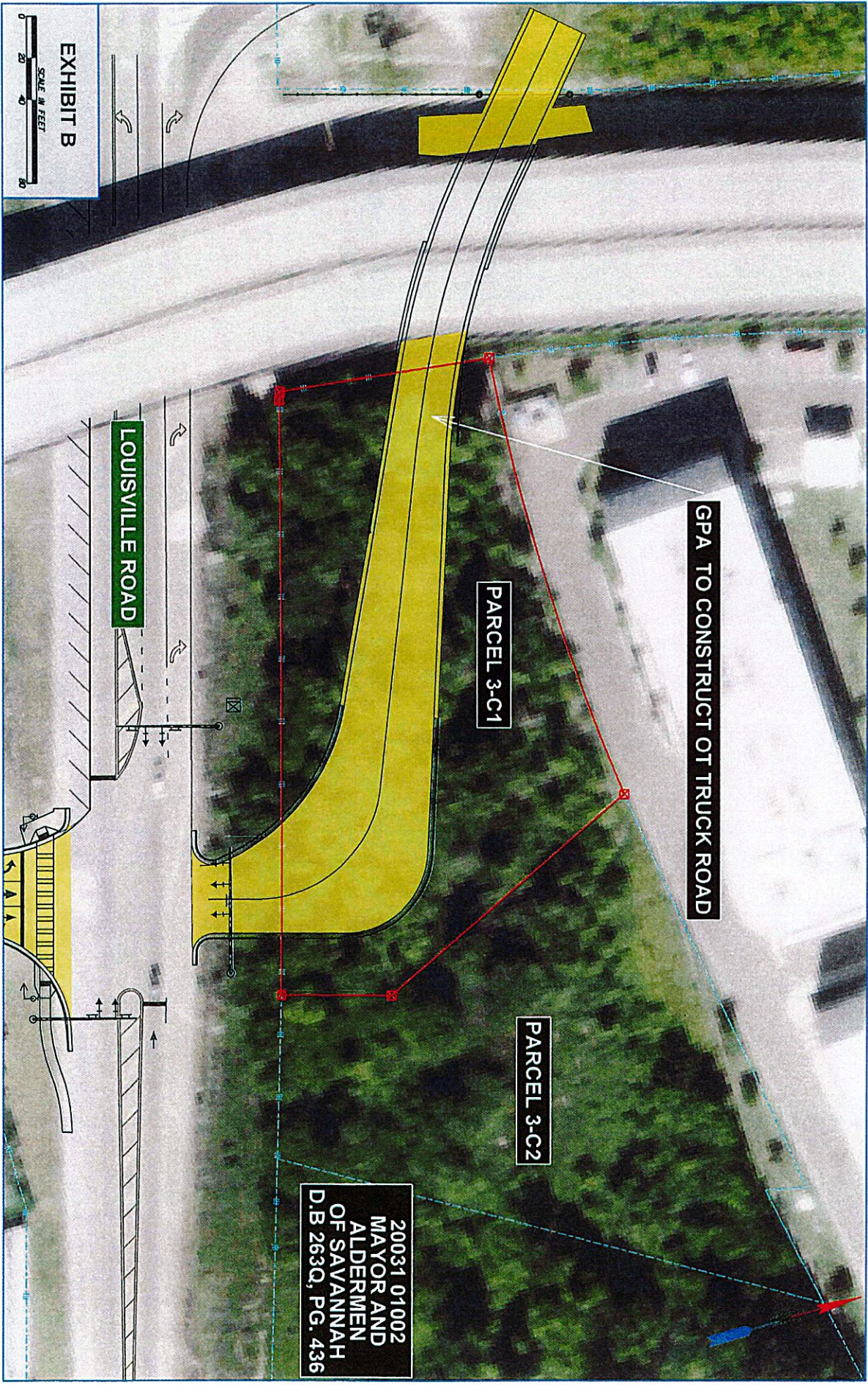
LINE NO.	DIRECTION	LENGTH
L1	S12°00'17"W	19.98'
L2	N78°10'27"E	80.74'



**SURVEYORS CERTIFICATION**  
 I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF GEORGIA, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF GEORGIA AND THAT I AM THE AUTHOR OF THIS SURVEY. I HAVE BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO EASEMENTS, ENCUMBRANCES, RESTRICTIONS, RIGHTS OF WAY, OR OTHER INTERESTS, UNLESS THEY ARE SHOWN ON THIS PLAT. I HAVE BEEN ADVISED THAT THE SUPERIOR COURT OF THE STATE OF GEORGIA HAS REVIEWED AND APPROVED THIS PLAT. I HAVE BEEN ADVISED THAT THE SUPERIOR COURT HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE GEORGIA STATE PLATING ACT AND THE GEORGIA STATE PLATING ACT REGULATIONS.

2001 BIRTH AND DEATH RECORDS  
 SAVANNAH, GEORGIA  
 700 N. MC INTOSH ST.  
 SAVANNAH, GA 31401





**EXHIBIT B**

SCALE IN FEET  
0 20 40 80

**LOUISVILLE ROAD**

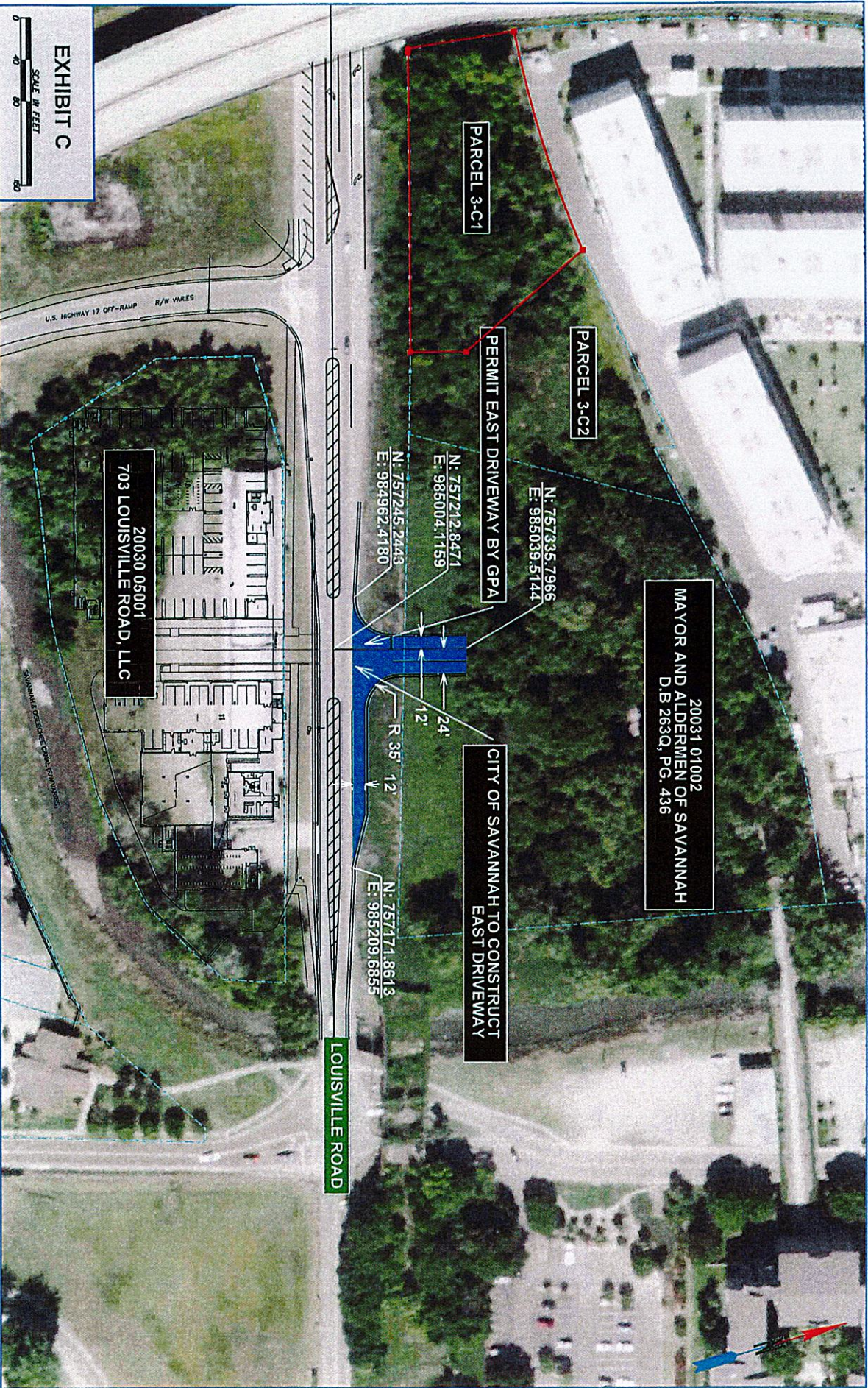
**PARCEL 3-C1**

**GPA TO CONSTRUCT OT TRUCK ROAD**

**PARCEL 3-C2**

20031 01002  
MAYOR AND  
ALDERMEN  
OF SAVANNAH  
D.B. 263Q, PG. 436





**EXHIBIT C**



**PARCEL 3-C1**

**PARCEL 3-C2**

**PERMIT EAST DRIVEWAY BY GPA**

N: 757335.7966  
E: 985039.5144

N: 757212.8471  
E: 985004.1159

N: 757245.2443  
E: 984962.4180

20031 01002  
**MAYOR AND ALDERMEN OF SAVANNAH**  
D.B. 263Q, PG. 436

**CITY OF SAVANNAH TO CONSTRUCT EAST DRIVEWAY**

N: 757171.8613  
E: 985209.6855

20030 05001  
**703 LOUISVILLE ROAD, LLC**

**LOUISVILLE ROAD**

U.S. HIGHWAY 17 OFF-RAMP  
R/W VARES

24  
12  
R 35' 12"

SAVANNAH CROSSING COMPANY CONVEYANCES

