

After recording, return to:  
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Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

STATE OF GEORGIA  
COUNTY OF CHATHAM

#### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") by and between THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (collectively, "Grantor") and DRAYTON-PARKER COMPANIES, LLC, a Georgia limited liability company ("Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor, the owner of the real property described in on Exhibit A attached hereto (the "Grantor Property") hereby grants and conveys to Grantee, the owner of the real property described on Exhibit B attached hereto (the "Grantee Property"), and its contractors and suppliers, a temporary, non-exclusive easement over, upon and across that portion of the Grantor Property generally described on Exhibit C (the "Easement Area"), for the limited purpose of installing a sewer line and related improvements on the Grantor Property (collectively, the "Sewer Improvements"), including access across and upon the Grantor Property for purposes of constructing the Sewer Improvements.

Notice is hereby given that Grantor will not be liable for any work, services, materials or labor furnished to or at the request of Grantee in connection with Grantee's use of the Easement Area, and Grantee shall not permit any mechanic's, materialmen's or other lien related to such work, services, materials or labor to attach to or affect the Grantor Property. If any mechanics' lien, materialmen's lien or other lien shall at any time be filed against or attach to the Grantor Property as a result of Grantee's failure, or alleged failure, to pay for any work, services, materials or labor furnished to or at the request of Grantee, or alleged to have been so furnished, in connection with the completion of the Sewer Improvements, then Grantee shall diligently cause the same to be discharged of record.

Grantee shall at all times maintain comprehensive public liability insurance insuring against the risks of bodily injury, property damage and personal injury on or about the Easement Area, with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence. Grantee shall provide Grantor with proof of the required insurance upon request from Grantor during the term of this Agreement.

While this Agreement remains in effect, Grantee shall repair any damage to the surface of the land and improvements on or about the Grantor Property arising from the Grantee's exercise of its rights under this Agreement by restoring any portion of the Grantor Property damaged by Grantee to substantially its former condition (prior to exercise of its rights under this Agreement) within a reasonable time following the termination or expiration of this Agreement. Grantee's obligations under this paragraph will survive the termination of this Agreement.

Grantee shall comply with all governmental, quasi-governmental or private laws, ordinances, covenants, restrictions, rules and regulations pertaining to the Easement Area or to the use thereof.

No waiver by Grantor or Grantee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party charged with making such waiver. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach, and the waiver by such party of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

The Temporary Construction Easement and all the covenants, conditions and agreements contained herein shall run with the land. The terms, conditions, covenants, agreements and easements contained in this Agreement shall be binding on and inure to the benefit of Grantor, Grantee and their respective successors and assigns. Any references to "Grantor" and "Grantee" shall be deemed to mean and include their respective successors and assigns as though they had been original parties to this Agreement.

This Agreement shall expire upon the date that is one year after the Effective Date. In the event of any dispute hereunder or of any action or proceeding to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover as part of its costs its reasonable attorneys' fees together with such other costs and expenses as the court deems appropriate. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES ON FOLLOWING PAGES]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, sealed and delivered in the presence of:

GRANTOR:

MAOR AND ALDERMEN OF THE CITY OF SAVANNAH

Unofficial Witness

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

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

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

Its: \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

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

Clerk of Council

Signed, sealed and delivered in the presence of:

GRANTEE:

DRAYTON-PARKER COMPANIES, LLC,  
a Georgia limited liability company

*Lisa Bates*  
Unofficial Witness

Printed Name: Lisa Bates

By: *[Signature]*

Name: Keith Saltzman

Its: VP of Finance

Notary Public: *[Signature]*

My Commission Expires: 3/7/26

(NOTARIAL SEAL)

By: *[Signature]*

Name: Blake L. Greco

Its: General Counsel



EXHIBIT A  
GRANTOR PROPERTY

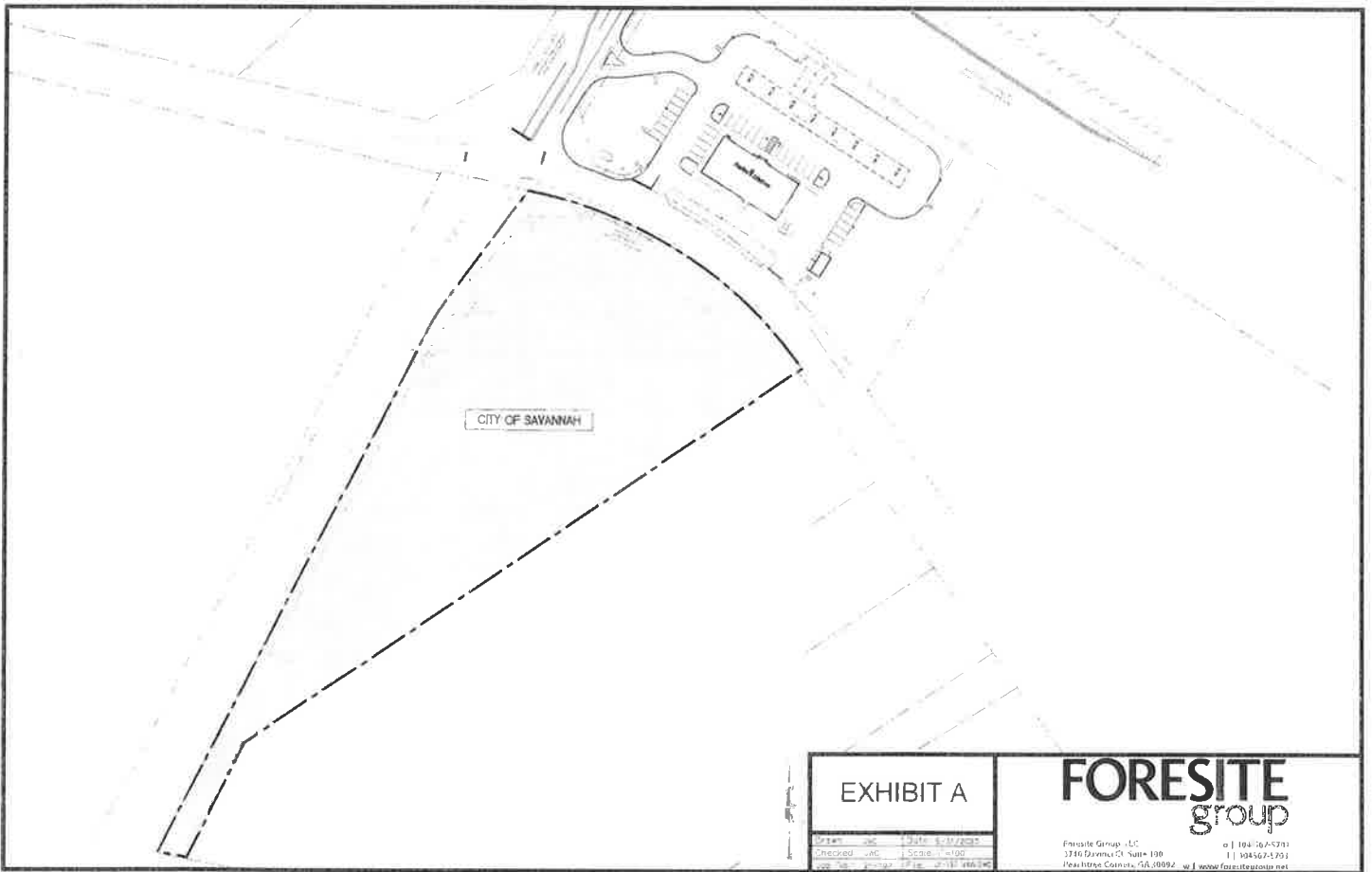


EXHIBIT B  
GRANTEE PROPERTY

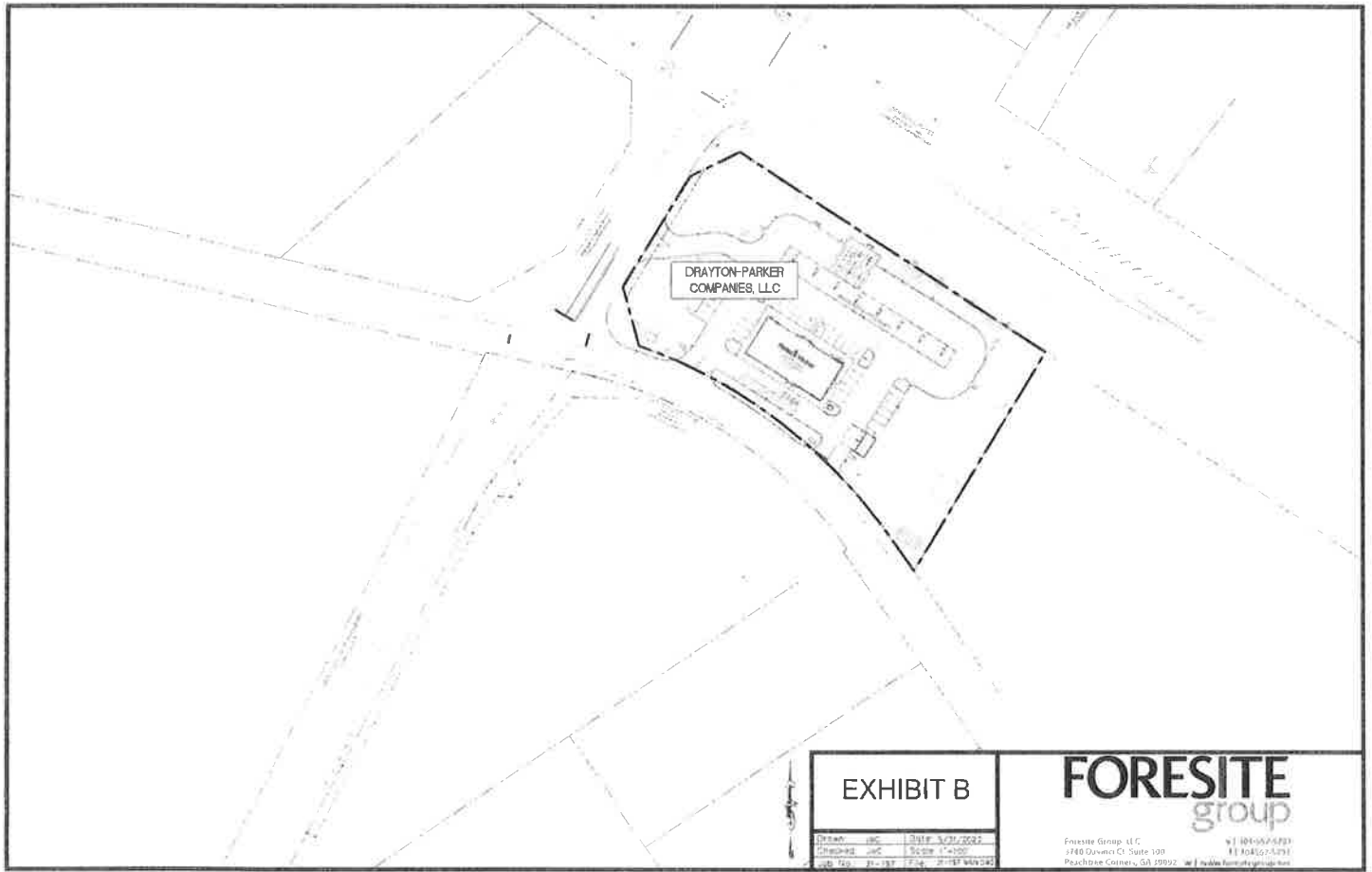
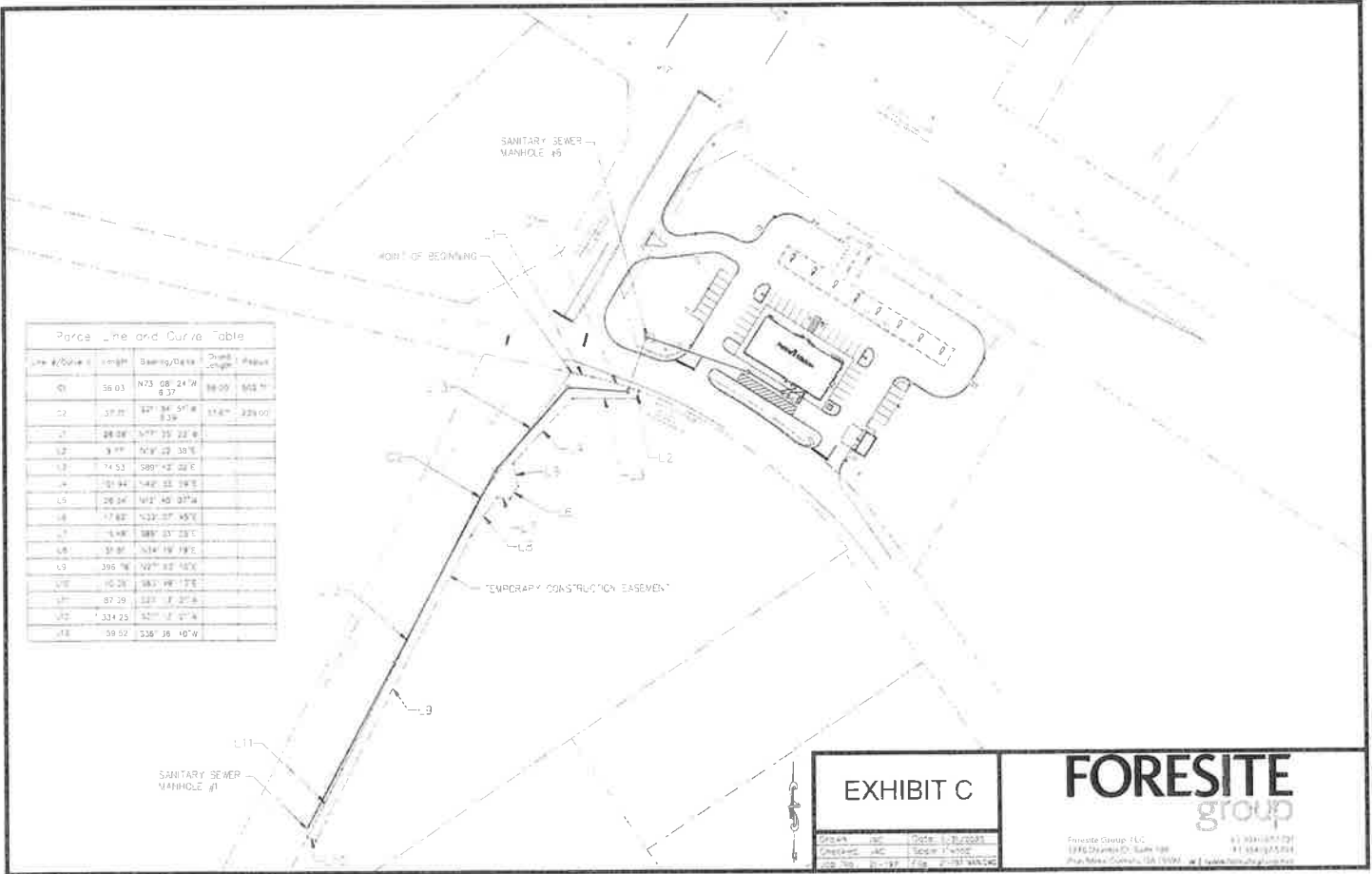


EXHIBIT C  
EASEMENT AREA



Parcel Line and Curve Table

Line #/Curve #	Length	Bearing/Chord	Dist. Chord	Radius
01	36.03	N73°08'24"W 8.37'	36.00'	645.7'
02	37.21	S21°36'57"W 8.35'	37.21'	329.00'
03	24.58	S77°35'22"E		
04	9.77	S79°22'33"W		
05	74.53	S89°42'02"E		
06	70.94	S42°22'19"E		
07	26.24	N12°40'37"W		
08	77.62	S22°27'45"E		
09	4.48	S85°27'23"E		
10	31.87	S14°19'19"E		
11	396.76	S2°42'10"E		
12	10.25	S83°08'12"E		
13	87.39	S22°17'21"E		
14	334.25	S5°17'21"E		
15	39.52	S26°36'10"W		

**EXHIBIT C**

Drawn	by	Date	by
Checked	by	Date	by
Scale			

**FORESITE**  
group

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