

Upon recording return to:

STATE OF GEORGIA

COUNTY OF CHATHAM

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of July 29, 2025 (the "**Effective Date**"), by and between GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia ("**GPA**"), and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation organized and existing under the laws of the State of Georgia ("**City**").

WITNESSETH:

WHEREAS, GPA is the owner of certain real property containing approximately .84 acres, PIN 20018 01011, located in the City of Savannah, Chatham County, Georgia (the "**Property**"), as shown on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, GPA acquired the Property from the City effective as of July 3, 2024, and City has requested that GPA grant an easement in a portion of the Property for a sewer force main existing on the Property as of the date of the acquisition; and

WHEREAS, GPA is willing to grant to City a non-exclusive easement over, under, and across a portion of the Property, as shown on **Exhibit A** (the "**Easement Area**"), for the purpose of owning, operating, maintaining, and repairing the sewer force main, subject to the terms and conditions herein;

NOW THEREFORE, GPA and City, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Easement. GPA hereby grants to City, subject to the terms and conditions herein, a non-exclusive easement over, under, and across the Easement Area for so long as the Easement Area is used continuously and exclusively for the purpose of the operation, maintenance, and repair of an underground force main sewer pipeline (the “**Facilities**”) and for no other purpose (the “**Permitted Use**”). The Permitted Use of the Easement Area shall not be changed or expanded without GPA’s prior written consent. GPA covenants that GPA has the right to grant the Easement and that City shall have the rights granted herein. City shall be solely responsible for all costs and expenses related to its use of the Easement Area including, without limitation, all costs of operation, maintenance, repair, and removal of the Facilities. This Easement and all rights granted herein are subject to any and all liens, encumbrances, covenants, conditions, restrictions, contracts, leases, licenses, easements, and rights of way pertaining to the Property and Easement Area, whether or not of record. During the Term, City acknowledges and agrees that GPA shall have the right, from time to time, to grant additional easements, licenses, or rights that GPA deems necessary or desirable over, under, and across the Easement Area, without the prior consent of City, provided that such easements, licenses, and rights will not unreasonably interfere with City’s Permitted Use of the Easement Area.

2. Easement Condition. GPA disclaims the making of any representations or warranties, express or implied, by or on behalf of GPA, or any employee, agent, or representative of GPA, regarding the Easement Area or matters affecting the Easement Area including, without limitation, physical condition, soil condition, topography, subsurface conditions, Hazardous Substances (as defined below) or other environmental matters, and the use, fitness, value, or adequacy of the Easement Area for any particular purpose. City, moreover, acknowledges that it has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic, and legal condition of the Easement Area and that City is not relying upon any representations and warranties made by GPA or any of its employees, agents, or representatives, or anyone else acting or claiming to act on GPA’s behalf, concerning the Easement Area. GPA hereby grants the easement to the Easement Area to City in its “As-Is” condition, with all faults, and City hereby assumes the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by its investigations.

3. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for twenty (20) years thereafter, unless sooner terminated in accordance with the terms hereof (the “**Term**”).

4. Construction, Maintenance, and Repair Activities.

(a) Changes or Additions to the Facilities. Prior to any changes to, or the installation of additional, Facilities by City or its contractor or subcontractor within the Easement Area, City shall provide GPA a complete set of plans and specifications for the changes or additional Facilities, prepared by a design professional licensed in the appropriate discipline and registered in the State

of Georgia, and obtain prior written approval from GPA's Vice President of Engineering and Facilities Maintenance.

(b) Maintenance and Repair. City shall repair and maintain the Easement Area and the Facilities located therein in good condition during the Term of this Agreement. City shall conduct all activities in the Easement Area in a safe, prudent, and professional manner.

(c) Access to the Easement Area. City shall notify GPA's engineering representative (currently: Olli Himbert, (912) 659-4648, ohimbert@gaports.com) at least two (2) business days in advance of each entry upon the Easement Area for any purpose or work to be performed including, without limitation, construction, repair, maintenance, or inspection. Notwithstanding the foregoing, City will provide notice as soon as possible, of any need for access due to an emergency that creates an imminent danger of injury, harm, or loss to person or property.

(d) Ingress and Egress. City is granted the reasonable right of ingress and egress over portions of the Property to reach the Easement Area for the purposes of this Agreement, subject to all applicable safety and security rules and regulations of GPA. GPA shall have the right, in its sole discretion, to specify the manner and route of access and to modify or relocate such route of access from time to time, provided such modification or relocation does not unreasonably interfere with City's ability to access the Easement Area. City's access rights through the Property shall be non-exclusive to City and subject to the reservation by GPA of the right to possess, use and enjoy, and to permit others to possess, use and enjoy access for any purpose deemed appropriate by GPA.

(e) Utility Locations. City shall be responsible to locate existing public and private utilities and underground facilities and provide proper documentation to GPA that such locates have been performed, prior to commencing any excavation or underground bore activities within the Easement Area. City shall take all reasonable precautions to avoid damaging underground utilities on the Property and Easement Area.

(f) Restoration of the Property. City agrees that promptly following any construction, installation, repair, or maintenance activities related to the Facilities, as contemplated herein, City shall, at its sole cost and expense, restore all portions of the Easement Area or Property which have been disturbed or damaged by such activities to a condition substantially the same as existed immediately prior to any such activities, as determined by GPA in its reasonable discretion. City shall also notify GPA when the work is completed, and City shall provide a representative to accompany GPA's representative on an inspection of the Easement Area. In the event of any maintenance, repair, or replacement to the Facilities, all work and activity shall be contained in the Easement Area unless and until a separate temporary easement is agreed to in writing and signed by both parties. All standards and requirements applicable for construction activities set forth in this Agreement shall be equally applicable to any maintenance, repair or replacement activities. Upon completion of any changes or additions to the Facilities, City shall provide to GPA the final "as built" drawings of the Facilities and written evidence, in form and substance reasonably

satisfactory to GPA, to the effect that the Facilities have been completed in accordance with the approved plans and specifications and all applicable national, state, and local codes.

5. GPA's Use of the Easement Area. Notwithstanding anything herein to the contrary, GPA expressly reserves for itself, its successors and assigns, the right to use and access the Easement Area so long as such use does not unreasonably interfere with the rights herein granted. City agrees that GPA, its successors and assigns, may build and make improvements on, under and over the Easement Area including, without limitation, the placement of roads, railroads, paving, landscaping, water transmission, and utility facilities. GPA agrees to notify City at least three (3) business days prior to performing any excavation of the Property that may affect the Facilities. City shall make reasonable efforts not to disturb GPA's use of and activities on the Easement Area to the extent such use and activities are consistent with City's rights under this Agreement.

6. Interference by City. City shall not interfere with the use by, and operations and activities of, GPA on the Property, and City shall use such routes and follow such procedures on GPA's Property so as to result in the least damage and inconvenience to GPA. City agrees to use commercially reasonable efforts to ensure that neither City nor any of its employees, agents, contractors, subcontractors or visitors causes any interference or safety violation on or adjacent to the Easement Area. In the event GPA determines, in its sole discretion, that City's use of the Easement Area is causing an interference or safety violation, GPA reserves the right to require City to take immediate action to remedy such interference or safety concern, and City's failure to do so shall constitute a material breach of this Agreement.

7. Property Damage.

(a) City shall be responsible for any damage to GPA's Property, and any improvements or personal property located thereon, or the property of third parties, to the extent caused by the actions or inactions of City or its agents, employees, contractors, subcontractors or invitees throughout the Term of this Agreement including, without limitation, during installation, maintenance, repair, or removal of the Facilities. At GPA's sole discretion, City shall either (i) promptly repair and restore, at its sole cost and expense, or (ii) reimburse GPA the cost and expense for GPA to repair and restore, to its original condition, the Property, Easement Area, or any personal property or improvements owned by GPA, or any other third-party, located thereon including, without limitation, any roads, utilities, or other improvements, that may be altered, damaged, or destroyed in connection with City's use of the Easement Area. This paragraph shall survive the termination of this Agreement.

(b) All property of any kind or nature which may be placed in, on or about the Easement Area by City shall be at the sole risk of City, and GPA shall not bear any costs for repair to, or replacement of, personal property or the Facilities within the Easement Area, except to the extent any such damage is caused by the gross negligence or willful misconduct of GPA, its agents or employees.

8. Liability.

(a) Notwithstanding anything to the contrary contained in this Agreement, GPA shall not be liable to City for any indirect, punitive, special, or consequential damages including loss of goodwill or loss of profits.

(b) This grant of Easement is made on the express condition that GPA is to be free from all liability by reason of injury or death to persons or damage to property from whatever cause arising out of the exercise of rights granted pursuant to this Easement or use of the Easement Area or Facilities by City, or its employees, agents, contractors, subcontractors, licensees or invitees including any liability for injury or death to the person or property of City, its employees, agents, contractors, subcontractors, licensees, or invitees, or to any property under the control or custody of City.

9. Liens. City shall not permit any mechanics' or materialmen's or other liens to be filed or placed against the Property by reason of work, services or materials supplied to or claimed to have been supplied to City. City shall promptly satisfy, bond over or obtain the release of any such lien within fifteen (15) days after City receives actual notice of its filing, all at City's sole cost and expense. If City shall fail to discharge the lien within such period, GPA may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by GPA for any of these purposes or for the satisfaction of any other lien caused by City and all reasonable expenses of GPA in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by City to GPA on demand. This paragraph shall survive the termination of this Agreement.

10. Relocation. In the event that GPA determines, in the future, that it is necessary or desirable to construct improvements or facilities within the Easement Area and the location of City's Facilities would interfere with the construction, operation, or maintenance thereof, City agrees to remove, and/or relocate, at GPA's sole discretion, all or a portion of the Facilities, at the sole cost and expense of City, to a location specified by GPA and reasonably acceptable to City. If GPA's first choice for a new location is not acceptable to City, GPA and City will use commercially reasonable efforts to determine a mutually acceptable location for the proposed relocation. In the event GPA and City are unable to agree on the new location for the Facilities within sixty (60) days of any relocation request, City shall be required to promptly remove all or a portion of the Facilities from the Easement Area and following such removal, this Agreement shall terminate. City will be given a reasonable amount of time to complete any removal or relocation, provided such time period shall not delay any of GPA's construction or development plans for the Property. Following any relocation of the Facilities as requested by GPA, GPA and City shall execute an amendment to this Agreement to update the survey of the Easement Area attached hereto as Exhibit A, and upon any relocation or permanent removal of the Facilities, City shall further execute and deliver to GPA, upon GPA's request, a quitclaim deed or a release

agreement, prepared by and acceptable to GPA, conveying to GPA all of City's rights and interest in and to all or a portion of the existing Easement Area, as applicable.

11. Abandonment of Facilities. Abandonment of the Facilities and Easement Area shall occur if City ceases to operate, use, or maintain the Facilities for a continuous period of six (6) months, unless otherwise agreed by GPA in writing. City shall notify GPA as soon as practicable of any intent to abandon the Facilities. Upon any such abandonment, all rights and privileges hereunder shall cease, and the Easement Area, privileges and rights herein granted shall revert to GPA, its successors or assigns.

12. Compliance with Laws. City shall obtain, at its expense, all licenses, approvals, and permits for its use of the Easement Area which are required by applicable federal, state, or local laws or regulations. City shall comply, at City's sole cost and expense, in its use of and activities within the Easement Area, with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and applicable judicial decisions or decrees, as presently existing and hereafter amended, including, without limitation, all applicable regulatory, environmental and safety requirements, of any federal, state, county, city, local or other governmental or quasi-governmental authority, entity, or body (or any department, agency or other instrumentality thereof) exercising jurisdiction over the Easement Area or Facilities.

13. Environmental. City shall comply with any federal, state, or local law, ordinance, or regulation related to environmental conditions on, under or about the Easement Area or Property or the use, generation, storage, placement, disposal or release of any hazardous or toxic substance, material or waste, including, petroleum or crude oil, that is or becomes regulated by any local, state or federal governmental authority ("**Hazardous Substances**") in or on the Easement Area or Property ("**Environmental Laws**"). If, during City's use and occupancy of the Easement Area, any Hazardous Substance is released on, under or about the Easement Area or Property, by City or its employees, agents, visitors, licensees, contractors or subcontractors, City agrees to immediately notify GPA's Port Police Department, and all governmental agencies required to be notified. City, at its sole expense, shall promptly take all actions necessary to return the Easement Area and/or the Property to the condition prior to the introduction of such Hazardous Substance before City's occupancy in accordance with all Environmental Laws. City shall provide to GPA copies of all reports provided to, or received from, all regulatory agencies regarding the release of Hazardous Substances until such time as the regulatory agencies release City from any further actions or monitoring of any release or violation. If City does not promptly take all actions necessary to return the Easement Area and/or Property to its condition prior to the introduction of such Hazardous Substance and should GPA deem it necessary to advise City of nonperformance of this duty, after five (5) days' notice, GPA reserves the right, but not the obligation, to clean the Easement Area and/or Property with all costs incurred to be paid by City upon receipt of invoice. City's obligations under this Section 13 with regard to compliance with Environmental Laws and removal of Hazardous Substances shall survive the expiration or other termination of this Agreement.

14. Notices. All notices permitted or required to be sent under this Agreement shall only be effective if in writing and sent via one of the following methods to an address specified below: (i) personal delivery; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight delivery service. Notices may also be sent via electronic mail and shall be deemed effective upon successful transmission, provided that notice is also sent simultaneously via one of the other methods set forth above. Either party may change its notice address by providing written notice of such change in accordance with this paragraph:

Georgia Ports Authority
P. O. Box 2406
Savannah, Georgia 31402
Attention: Properties and Contracts

Joseph A. Melder, City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402

Bates Lovett, City Attorney
City of Savannah
P.O. Box 1027
Savannah, GA 31402

David Keating, Sr. Director, Real Estate Services
City of Savannah
P.O. Box 1027
Savannah, GA 31402

15. No Conveyance. GPA owns and retains unencumbered legal title to the Property, as public property of the State of Georgia. No title is conveyed herein by GPA to City, and, except as herein specifically granted to City, all rights and interest in and to the Easement Area are reserved in GPA, who may make any use of the Easement Area not inconsistent with, or detrimental to, the rights and interest herein granted and conveyed to City.

16. Taxes. City shall pay all taxes, charges, or fees levied by any governmental agency against City's interest in the Easement Area or Facilities.

17. Insurance.

(a) The City of Savannah does not purchase Auto or General Liability insurance as a public entity. The City is protected in most incidents under municipal laws of the State of Georgia.

For automobile liability, City is a self-insurer under City of Savannah Code of Ordinances, Division II, Part 2 – Government and Insurance, Chapter 4 Financial Administration, Article D Insurance, and this self-insurance serves as a limited waiver of sovereign immunity. For general liability, City is protected by sovereign immunity to the extent provided under the Georgia Constitution of 1983, Art. IX, Sec. II, Par. IX, and as reiterated in OCGA §36-33-1(a). For workers' compensation, City is a certified self-insured by the Georgia State Board of Workers' Compensation. The City also contracts with USI Services to assist in the management of Property, and Workers' Compensation exposures. City shall provide to GPA a certificate of self-insurance indicating compliance with applicable federal, state, and local laws and specifying coverage limits related to its auto, workers' compensation, and general liability insurance. Any claims brought against City are managed by the Risk Management Department of the City of Savannah.

(b) As a public entity, the City cannot indemnify third parties. Legal services are directed by Bates Lovett, City Attorney.

18. Reporting of Accidents, Injuries or Damages. All accidents, injuries, fires and other incidents of a serious nature including, without limitation, incidents requiring emergency response or injuries requiring any medical treatment away from the scene must be reported immediately to GPA's Port Police Department at 912-964-3911. Additionally, all damages to the property of either party (or property in the care, custody or control of either party) must be reported at the time of discovery to GPA's Port Police Department at 912-963-5588, if such damages are alleged to be, or are resultant of, incidental to, or in any way in relation to the operations of GPA or its employees. GPA will not accept any responsibility for damage(s) unless given the opportunity to investigate such damage(s) at the time of discovery.

19. Removal of Facilities. Upon termination of this Agreement for any reason, City, at its sole cost and expense, shall remove all Facilities from the Easement Area within sixty (60) days of the termination date, and repair and restore the Easement Area and Property to a condition substantially the same as existed immediately prior to City's entry upon the Easement Area, as determined by GPA in its reasonable discretion. City shall notify GPA when the work is completed, and City shall provide a representative to accompany GPA's representative on an inspection of the Easement Area. In the event City shall fail to repair and restore the Easement Area or Property to such condition within sixty (60) days after the termination date, GPA shall have the right to perform the work, and City shall, upon written demand therefor by GPA, reimburse GPA for all of its fees, costs, and expenses incurred in performing the repair and restoration. Any Facilities which are not removed shall become the personal property of GPA, at no cost to GPA. This paragraph shall survive the termination of this Agreement.

20. Termination. Each party agrees that this Agreement is specifically enforceable and in the event of City's default with respect to any of the covenants and agreements hereunder on its part to be kept and performed, City shall pay to GPA all costs and expenses of enforcing this

Agreement, or in pursuing any remedy provided hereunder, whether such remedy is pursued by filing suit or otherwise, including reasonable attorney's fees. On the termination of the rights granted in this Agreement as a result of an event of default, abandonment or any other reason, City shall execute and deliver to GPA, within thirty (30) days of GPA's written request, a good and sufficient quitclaim deed to all rights granted in this Agreement. Should City fail or refuse to deliver the quitclaim deed to GPA, a written notice by GPA reciting the failure or refusal of City to execute and deliver the deed, and terminating this grant, shall, after sixty (60) days from the date of recording of the notice, be conclusive evidence against City, and all persons claiming under City, of the termination of this grant.

21. Assignment. GPA reserves the right to assign this Agreement in the event that the Property is sold, transferred or conveyed to another party. City shall not assign this Agreement, or any right or interest herein, without the prior written consent of GPA. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns, and successors in title.

22. Governing Law. The parties agree that any and all disputes arising under this Agreement shall be governed by the laws of the State of Georgia and where applicable, federal laws of the United States of America. The parties agree and consent that the court of the State of Georgia having jurisdiction in Chatham County or any Federal District Court having jurisdiction in Chatham County shall have the jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. Parties agree to waive any objection based on *forum non conveniens*.

23. Recording. City, at its expense, shall record this Agreement in the real property records of the Superior Court of Chatham County and a recorded copy shall be forwarded to GPA.

24. No Third-Party Use. City shall not permit the use of the Easement Area or the Facilities by any party other than City, without the prior written approval of GPA.

25. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. No Waiver. No failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party of any obligation hereunder, and no custom, course of conduct or practice of the parties at variance with the terms hereof shall constitute a waiver of such party's right to demand exact compliance with the terms hereof. No waiver under this Agreement shall be effective for any purpose unless it is in writing and signed

by the party making such waiver, nor shall any waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

27. Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties hereto not embodied herein shall be of any force or effect.

28. Amendment. This Agreement may not be modified or amended, in whole or in part, without the consent of GPA and City, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

30. Representation of Authority. Each of the parties hereto represents to the other that the person executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

31. Continuing Liability. No termination of this Agreement shall release either party from any liability or obligation hereunder which by its nature would survive the termination of this Agreement including, without limitation, restoration of the Easement Area as provided herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as an instrument under seal as of the date first written above.

GPA:

GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia

By: 
Name: Griffith Lynch
Title: President and Chief Executive Director

Attest: 
Name: James C. McCurry, Jr.
Title: Chief Administrative Officer

Signed, sealed and delivered
in the presence of:


Witness


Notary Public, State of Georgia

My Commission expires: DEBRA H. WYNN
Notary Public, Chatham County, GA
(Notarial Seal) My Commission Expires Sept. 7, 2026

[Signature Page Continues on Following Page]

CITY:

THE MAYOR AND ALDERMEN OF THE CITY
OF SAVANNAH

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public, State of Georgia
My Commission Expires: _____
(Notarial Seal)

[End of Signatures.]

Exhibit A

Depiction of the Property and the Easement Area

[See attached.]