

----- [ SPACE ABOVE THIS LINE FOR RECORDING DATA ] -----

Return Recorded Document to:  
**WEINER, SHEAROUSE, WEITZ,  
GREENBERG & SHAW, LLP**  
Attn: Stuart R. Halpern  
14 E. State Street  
Savannah, Georgia 31401

STATE OF GEORGIA  
COUNTY OF CHATHAM

**UTILITY EASEMENT AGREEMENT**

**THIS UTILITY EASEMENT AGREEMENT (“Agreement”)**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between **SKYWATER-SAVANNAH, LLC**, a Georgia limited liability company, as party of the first part, hereinunder called “**Grantor**,” and **The Mayor and Aldermen of the City of Savannah**, a municipal corporation organized under the laws of the State of Georgia, as party of the second part, hereinafter called “**Grantee**,” (the words “**Grantor**” and “**Grantee**” to include their respective heirs, successors and assigns where the context requires or permits).

WHEREAS, Grantor is the owner of certain real property in Savannah, Chatham County, Georgia de-scribed on **Exhibit “A”** attached hereto and by this reference incorporated herein (hereinafter the “**Grantor Property**”); and

WHEREAS, Grantor is willing to grant to Grantee, and Grantee is willing to receive: (i) an easement for utilities, as described herein in, through, under, upon, over, across, along, and throughout a portion of the Grantor Property, as more particularly described on **Exhibit “B”** attached hereto and made a part hereof (the “**Utility Easement Area**”), subject to the terms of this Agreement and (ii) a temporary construction easement, as described herein in, through, under, upon, over, across, along, and throughout a portion of the Grantor Property, as more particularly shown as a Proposed 30’ x 65’ temporary construction easement on **Exhibit “C”** attached hereto and made a part hereof (the “**Temporary Construction Easement Area**”), subject to the terms of this Agreement.

**NOW THEREFORE**, for consideration of SIX HUNDRED AND 00/100 DOLLARS (\$600.00), the receipt and adequacy of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, Grantee and Grantor agree as follows:

1. **Utility Easement**. Grantor hereby grants to Grantee, its successors, successors in title, assigns, tenants, guests, invitees, affiliates, and their respective employees, agents, engineers, surveyors,

contractors, material suppliers, subcontractors, and representatives, a perpetual utility easement (the "Utility Easement") over, under, and across the Utility Easement Area solely for the purpose of constructing, installing, repairing, replacing, maintaining, and using water lines, water main(s), and related water utility infrastructure, including but not limited to connections to existing water systems, valves, service lines, meters, and related improvements (collectively, the "Water Facilities"). Grantee shall also have the right to connect the Water Facilities to any existing or future water infrastructure and to provide vehicular and pedestrian access over and across the Utility Easement Area for the purpose of constructing, installing, accessing, and maintaining the Water Facilities. Grantee shall have the right to unfettered vehicular and pedestrian access to and from the Utility Easement Area, without further notice or payment to Grantor, for the purposes set forth herein. Grantor shall not interfere with or obstruct Grantee's access to or use of the Utility Easement Area, and shall not construct or place any structure, improvement, or obstruction within the Utility Easement Area without Grantee's prior written consent. Grantee shall further have the right to trim, cut, and remove from the Utility Easement Area all trees, underbrush, improvements, obstructions, structures, vegetation, or obstacles that may interfere with the permitted use of the Utility Easement. All Water Facilities constructed within the Utility Easement shall remain the property of Grantee, its successors and assigns. All construction and installation work shall be performed in a good and workmanlike manner and in accordance with applicable laws, regulations, and standards. Nothing in this Agreement shall be construed to impose upon Grantee any obligation to construct or maintain any particular improvements within the Utility Easement Area. Grantee shall retain the right to relocate the Water Facilities within the Utility Easement Area at any time in its sole discretion. Grantee shall have the right, without further consent of Grantor, to cut, remove, and demolish any asphalt, concrete, pavement, or other hardscape materials located within the Easement Area as reasonably necessary to exercise its rights hereunder, including without limitation the construction, installation, repair, maintenance, or replacement of the Water Facilities. Grantee shall have no obligation to replace, repave, or otherwise restore any such removed hardscape materials unless otherwise agreed in writing.

2. Temporary Construction Easement. Grantor hereby grants to Grantee, its successors, successors in title, assigns, tenants, guests, invitees, affiliates, and their respective employees, agents, engineers, surveyors, contractors, material suppliers, subcontractors, and representatives, a temporary construction easement (the "Temporary Construction Easement") in, through, under, upon, over, across, along and throughout the Temporary Construction Easement Area, as more particularly depicted on Exhibit "C" attached hereto and incorporated herein by this reference, for the purpose of facilitating construction, installation, access, and related activities associated with the utility improvements to be located within the Utility Easement Area. The Temporary Construction Easement shall commence upon the date this Agreement is recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia (the "Commencement Date"), and shall continue for a period of three (3) months thereafter, unless earlier terminated by Grantee in writing. During such period, Grantee shall have the right to use the Temporary Construction Easement Area for the ingress and egress of personnel, vehicles, and equipment; for the staging and storage of materials and machinery; and for any other work necessary or convenient to the construction and installation of the Improvements contemplated under Section 1. Upon expiration or earlier termination of the Temporary Construction Easement, Grantee shall, at its sole cost and expense, promptly remove all equipment and materials from the Temporary Construction Easement Area and return the surface of the area to a clean, safe, and level condition, but shall not be required to restore it to any prior landscaping, hardscaping, or other specific condition, unless otherwise agreed in writing.

3. Easements Running with the Land. Grantor and Grantee hereby acknowledge and agree that this Agreement, including the easements granted herein and other rights conferred, are intended to, and do, constitute covenants that run with the land. This Agreement and its provisions bind and benefit the



Grantor and Grantee and shall inure to the benefit of and be binding on each party's heirs, successors (which includes successors in interest by way of merger, conversion, acquisition, or otherwise) and assigns.

4. Title and Authority. Grantor warrants that Grantor owns good and marketable fee simple title to the Easement Area. Each party represents and warrants that it has the authority to execute this Agreement, and each individual signing on behalf of a party to this Agreement states that: (a) he or she is the duly authorized representative of that party; and (b) his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the individual is signing.

5. Amendments. No amendment to this Agreement shall be binding on any party, unless such amendment is in writing and duly executed by both parties hereto with the same degree of formality as this Agreement and such amendment is recorded in the real estate records of Chatham County, Georgia.

6. Recordation. This Agreement shall be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

7. Miscellaneous.

a. Incorporation of Recitals and Exhibits. The foregoing recitals and all exhibits attached hereto are hereby incorporated herein by reference.

b. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. This Agreement shall be construed, interpreted and governed by the laws of the State of Georgia and the laws of the United States of America prevailing in Georgia, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Grantor and Grantee agree that the proper venue with respect to any state or federal litigation in connection with this Easement Agreement shall be any state or federal court with jurisdiction over Chatham County, Georgia.

c. Attorneys' fees. In the event of any legal action or other proceeding between the parties regarding this Agreement or the Easement Area (an "Action"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "prevailing party" as used herein includes a party: (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief it has sought, or (c) against whom an Action is dismissed (with or without prejudice).

d. Waiver of Jury Trial. To the fullest extent permitted by applicable law, if at all, the parties hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by a party hereto or its successors and assigns on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship of the parties hereto, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

e. Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other circumstances, shall be interpreted so as best to reasonably effect the intent of the parties hereto.

f. Binding Effect. The provisions of this Agreement will be binding upon, and inure to the benefit of, each party and each party's respective successors-in-interest.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.

h. Notices. Except for service of legal process, which may be made as provided by law, any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered in person, (ii) when sent by a nationally recognized overnight delivery service with charges prepaid, or (iii) when deposited in the United States Mail, registered or certified, postage prepaid, return receipt requested. Notices shall be addressed as follows:

To Grantor: The address listed for the owner of the applicable Parcel in the Chatham County tax assessor's records, unless Grantor provides written notice of an alternative address pursuant to this Section.

To Grantee:

City Manager  
City of Savannah  
City Hall, 2 East Bay Street, 4th Floor  
Savannah, Georgia 31401

or to such other address as Grantee may designate in writing pursuant to this Section.

Any party may change its notice address by giving written notice to the other party in accordance with this Section. If a notice or communication is returned or cannot be delivered due to the failure of a party to provide an updated address, such notice shall be deemed delivered on the date delivery was attempted.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals as of the day above written.

**"Grantor"**

SKYWATER-SAVANNAH, LLC, a Georgia limited liability company

Signed, sealed, and delivered  
in the presence of:

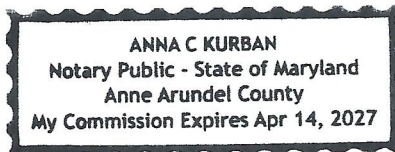
Rebecca Cressette  
Witness

By: [Signature]  
Name: JOHN W.H. Michel  
Title: Chairman

[Signature]  
Notary Public

My Commission Expires:

[NOTARY SEAL]



(SIGNATURES CONTINUED ON FOLLOWING PAGE)

**“Grantee”**

Signed, sealed, and delivered  
in the presence of:

THE MAYOR AND ALDERMEN OF THE CITY OF  
SAVANNAH, a municipal corporation organized under the  
laws of the State of Georgia

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name Joseph A. Melder  
Title City Manager

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

My Commission Expires:

Attest: \_\_\_\_\_  
Name: Mark Massey  
Title: Clerk of Council

[NOTARY SEAL]

**EXHIBIT A**  
**Legal Description of Grantor Property**

ALL that certain lot, tract or parcel of land, situate, lying and being in Chatham County, Georgia, and known and described upon the map or plan of **Ogeechee Heights**, as subdivided for Park Realty Company April 5, 1928, and known as **Lot Number Sixty-three (63)** of said subdivision; said Lot Sixty-three (63) having a frontage of Thirty (30) feet on Forty-ninth (49th) Street, with a rectangular depth of One Hundred (100) feet and being bounded as follows: On the North by Lot Number Seventy (70), on the East by Dawes Street, on the South by Forty-ninth (49th) Street, and on the West by Lot Number Sixty-four (64), said subdivision.

PIN No. 20595 06004



**EXHIBIT B**  
**Legal Description of Utility Easement Area**

**15' UTILITY EASEMENT**

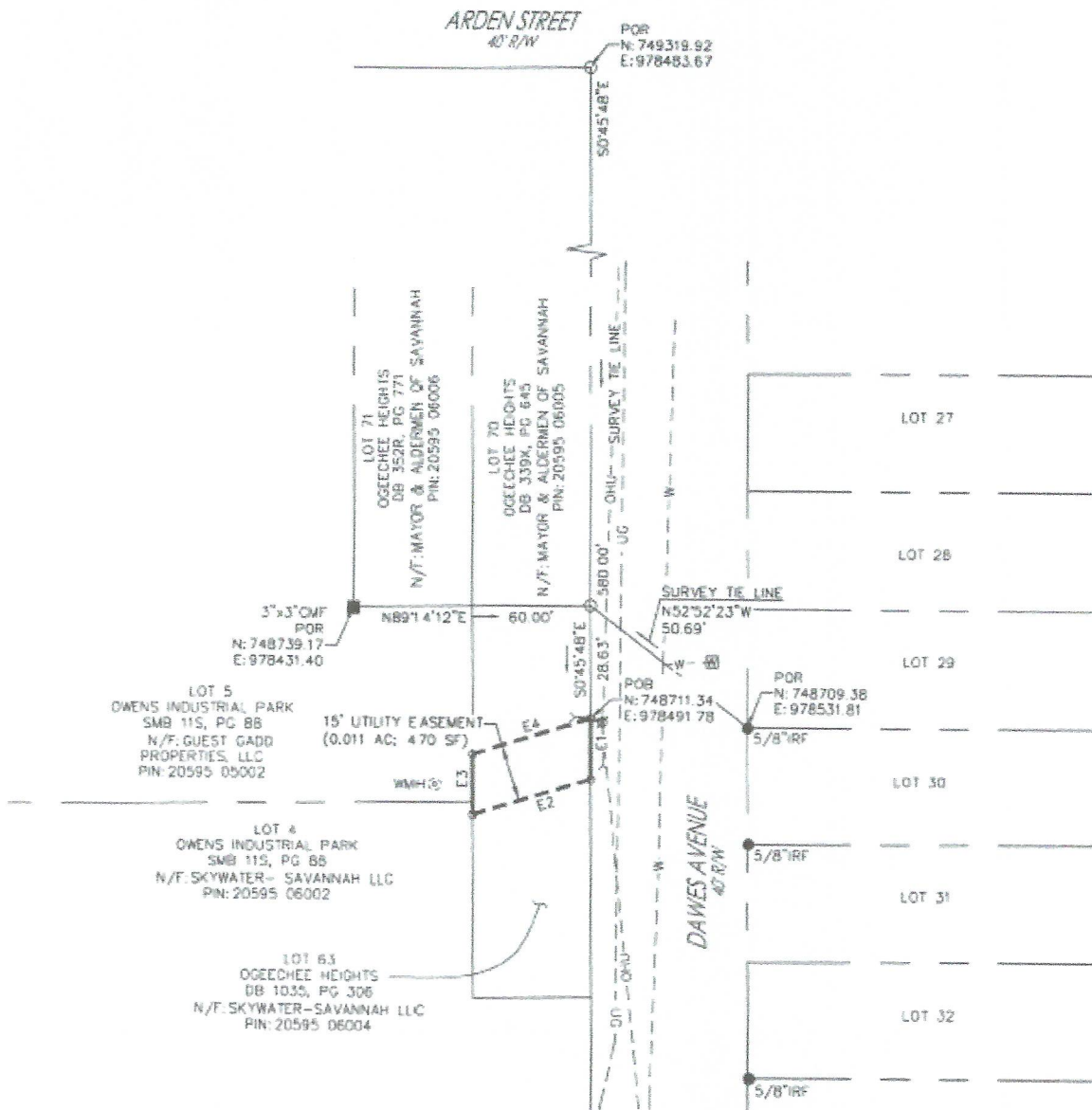
ALL THAT CERTAIN PARCEL OF LAND KNOWN AS A 15' UTILITY EASEMENT OVER LOT 63, OGEECHEE HEIGHTS WARD, 7TH G.M. DISTRICT, CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPROXIMATE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF ARDEN STREET AND THE WESTERN RIGHT-OF-WAY OF DAWES AVENUE; THENCE ALONG THE WESTERN RIGHT-OF-WAY OF DAWES AVENUE, S0°45'48"E A DISTANCE OF 608.63' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERN RIGHT-OF-WAY OF DAWES AVENUE, S0°45'48"E A DISTANCE OF 15.67' TO A POINT; THENCE S72°28'33"W A DISTANCE OF 31.33' TO A POINT ALONG THE EASTERN PROPERTY LINE OF LOT 4, OGEECHEE HEIGHTS WARD; THENCE N0°45'48"W A DISTANCE OF 15.67' TO A POINT ALONG THE EASTERN PROPERTY LINE OF LOT 5, OGEECHEE HEIGHTS WARD; THENCE N72°28'33"E A DISTANCE OF 31.33' TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 0.011 ACRES (470 SQUARE FEET) OF LAND, MORE OR LESS.

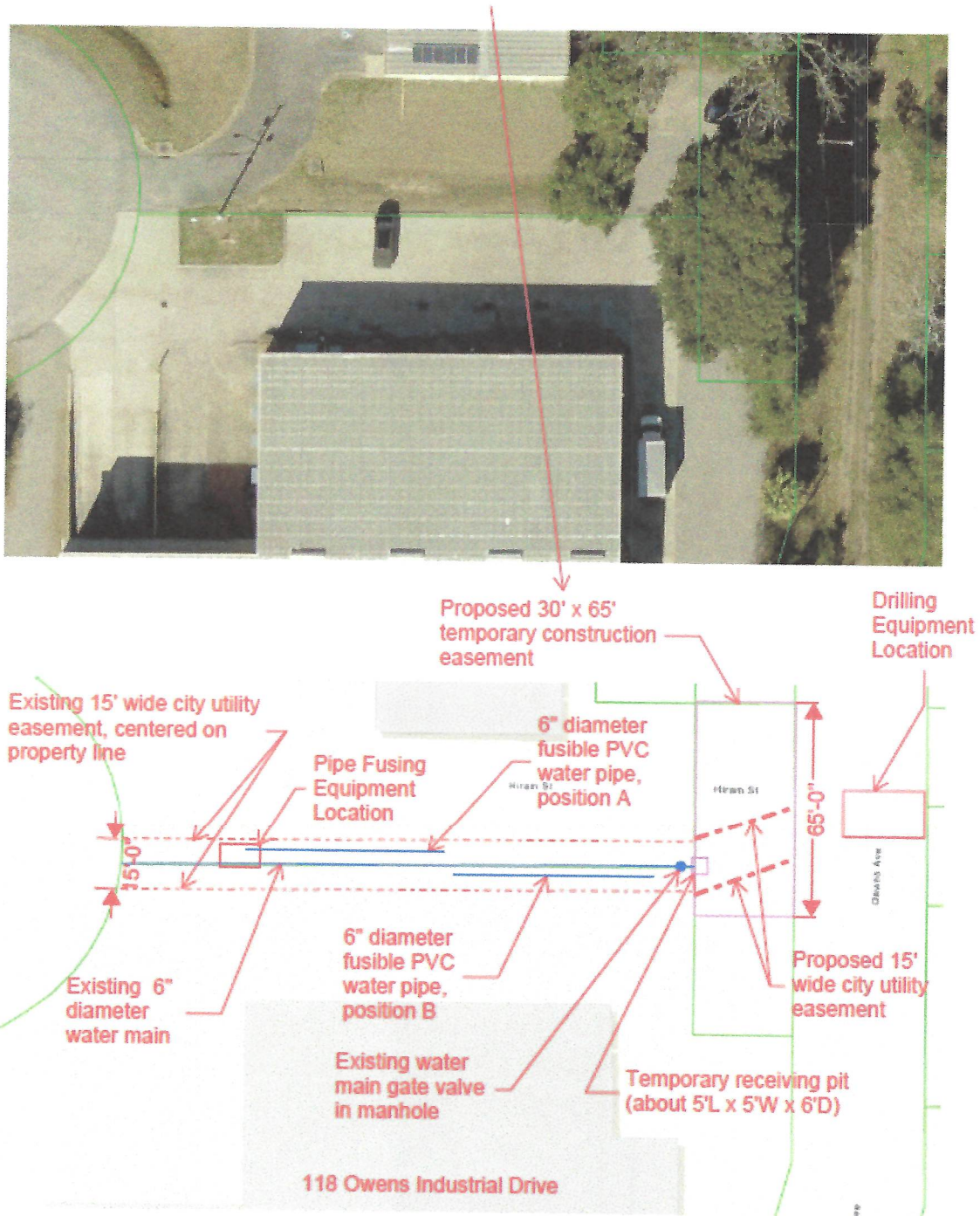
The above described 15' utility easement is depicted below:





**EXHIBIT C**  
**Legal Description of Temporary Construction Easement Area**

**Temporary Construction Easement**





## AGREEMENT TO PURCHASE REAL ESTATE

July 1, 2025

PROJECT: Installation of a Water Main along Dawes Avenue

COUNTY: Chatham

PARCEL: 20595 06004

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to The Mayor and Aldermen of the City of Savannah an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located at 0 Dawes Avenue having PIN # 20595 06004, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$ 600.00, the undersigned agrees to execute and deliver to The Mayor and Aldermen of the City of Savannah, easements to the lands owned by the undersigned as reflected on the attached Plat and Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

1) This option shall remain in effect 90 days from the date of this agreement.

2) The consideration recited is full payment for the rights conveyed.

N/A Acre (or N/A Square Feet) of Fee Simple Right-of-Way

0.011 Acre (or 470 Square Feet) of Permanent Easement

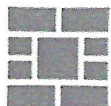
0.045 Acre (or 1950 Square Feet) of Temporary Construction Easement

3) All Temporary Easements will terminate upon completion and acceptance of the same by the City of Savannah.

4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.

5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.





Witness my hand and seal this 31<sup>st</sup> day of July, 2025.

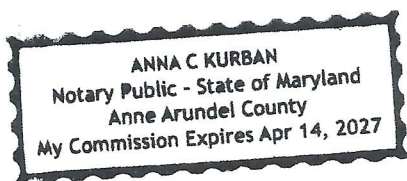
Signed, Sealed and  
Delivered in the presence  
of:

Rebecca Crisette

Witness

Chloe

Notary Public



John W H Michel

Name

John W H Michel

Name

ACCEPTED BY:

\_\_\_\_\_

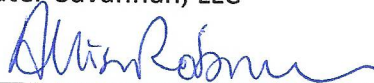
**RESOLUTION  
of  
Skywater-Savannah, LLC**

The undersigned, Secretary and Officer of Skywater-Savannah, LLC, hereby makes this company resolution on this 30<sup>th</sup> day of July, 2025, and states:

1. Skywater-Savannah, LLC is a Georgia Limited Liability Company, whose Sole Member is Skywater, LLC, a Maryland Limited Liability Company;
2. Skywater, LLC's Sole Member is Michel, LLC;
3. Michel, LLC's Managing Member is the R.E. Michel Holding Company, Inc., a Maryland Corporation;
4. The Chairman of the R.E. Michel Holding Company, Inc. is John W.H. Michel; and
5. John W.H. Michel is the authorized signer for the Skywater-Savannah, LLC and is authorized to sign any and all legal documents pertaining to real estate owned by the Skywater-Savannah, LLC, to include the Utility Easement Agreement granted to the Mayor and Aldermen of the City of Savannah.

This Resolution is authorized and adopted by:

Skywater-Savannah, LLC

By:   
Allison Robinson, Secretary

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Michel, LLC</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>2</b> Business name/disregarded entity name, if different from above. <b>Skywater - Savannah, LLC</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>P</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>One R.E. Michel Drive</b>	
<b>6</b> City, state, and ZIP code <b>Glen Burnie, MD 21060</b>		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-						
or									
<b>Employer identification number</b>									
4	6	-	2	3	5	4	4	1	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Rebecca Cravette</i>	Date <i>7/31/2025</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they





**Right of Way  
Acknowledgement  
Form**

Date: July 1, 2025

COUNTY: Chatham

PARCEL: 20595 06004

OWNER NAME/BUSINESS: Skywater-Savannah, LLC

PROPERTY ADDRESS: 0 Dawes Avenue, Savannah GA 31408

MAILING ADDRESS: One R. E. Michel Drive, Glen Burnie, MD 21060

*I, those named above, do hereby certify that I have on this date received a copy of the City offer package containing the following:*

☒ I, those named above, hereby certify that I received a copy of the State of Georgia's brochure, "What Happens When Your Property is Needed for a Transportation Facility," on this date.

☒ Plat/Right of Way Plans/Cross-sections and Driveway Profile detailed below:

Plat, dated: June 3, 2025, Last revised:

Roadway cross-section plans dated,

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

Driveway profiles (if applicable) dated:

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

- ☒ City of Savannah Official Offer Letter
- ☒ Summary Statement Basis for Just and Adequate Compensation
- ☒ Availability of Incidental Payments: Claim Form
- ☒ Option for Right of Way with Exhibits attached

*I (We) also acknowledge that the Right of Way Specialist representing the City has explained the above documents to me (us) and the effects of the proposed project on my (our) property.*

  
(SIGNATURE)

CITY OF SAVANNAH

REPRESENTATIVE: Sherri Jacobs

PHONE #: 912-667-4849

EMAIL: sjacobs@savannahga.gov

Date: May 7, 2024