

**Return Recorded Document to:
Hunter, Maclean, Exley & Dunn
Attn: Harold Yellin
200 East Saint Julian Street
Savannah, Georgia 31401**

**STATE OF GEORGIA
COUNTY OF CHATHAM**

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____ 2026 (the “**Effective Date**”) by **PMC-SRL, LLC, a Georgia limited liability company (“Grantor”)**, in favor of **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia (“**Grantee**”) (Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located in the City of Savannah, Chatham County, Georgia, being more particularly described on Exhibit A attached hereto (the “**Grantor’s Parcels**”);

WHEREAS, in connection with the operation and maintenance of Grantor’s Parcel, Grantor desires to grant to Grantee a non-exclusive access easement, containing 0.039 acre, more or less, between George Meyer Avenue and the Savannah Riverwalk as more particularly shown as Pedestrian Access Easement on that certain plat captioned “Easement Plat Pedestrian Access Easement Eastern Wharf,” prepared by Thomas & Hutton, having a plat date of September 26, 2025 and being recorded on November 18, 2025 in Plat Book 55, Page 129, Chatham County, GA records (“**Access Easement Area**”); and

WHEREAS, the Parties desire to memorialize their agreement in a written document as hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

1. Access Easement

- (a) Grantor does hereby declare, create, establish, and convey, for the benefit of the general public and Grantee and its invitees, employees, agents, and contractors (“**Permitted Users**”) a relocatable, non-exclusive access easement (“**Access Easement**”) on, over and across the Access Easement Area. The purpose of the Access Easement is to provide Grantee with pedestrian ingress and egress access between George Meyer Avenue and the Savannah Riverwalk as shown on the Plat and for no other purpose. Grantor reserves all of its right, title, and interest in and to the Grantor Parcel underlying the Access Easement Area, and may use such land for any lawful purpose, provided such use does not materially interfere with Grantee’s rights under this Agreement, including pedestrian access and any relocated Access Easement.
- (b) Notwithstanding any provision to the contrary, the Parties acknowledge and agree that the Access Easement described in Section 1(a) shall be a relocatable access easement. Grantor reserves the right to relocate the Access Easement and Access Easement Area to a different location that is mutually agreeable to the Parties, so long as the relocatable access easement provides substantially equivalent pedestrian access from George Meyer Avenue to the Savannah Riverwalk (“**Relocatable Access Easement**”) and that access is maintained continuously during any relocation or construction activity. Upon such relocation, the Parties agree to amend this Agreement and more particularly show and describe the new location of the Relocatable Access Easement. Nothing contained in this Section 1(b) shall require that Grantor relocate the Access Easement Area within a specific period of time.

Grantor, at its sole cost, shall be solely responsible for the maintenance and repair of the Access Easement Area, except for damages to the Access Easement Area caused by Grantee or the Permitted Users under the direction or control of Grantee through their negligence or willful misconduct, which shall be the responsibility of Grantee. Grantee shall not be responsible for any damages caused by the general public or any Permitted Users not under the direction or control of Grantee. Upon the failure of either Party to perform its obligations pursuant to this Section 1 after ten (10) days’ written notice requesting such maintenance or repair be performed, the other Party shall have the right to perform such maintenance at the nonperforming Party’s sole cost and expense. For purposes of performing its maintenance or repair obligations under this Section 1 or exercising any self-help remedy provided herein, Grantee is hereby granted a temporary, non-exclusive construction and access easement over the Grantor Parcel as reasonably necessary to access, maintain, repair, or restore the Access Easement Area (the “**Construction and Access Easement**”), and such easement shall be limited solely to the scope required to perform such maintenance or repairs.

2. Indemnity. To the extent permitted by law and without waiver of sovereign immunity, Grantee agrees to indemnify, save and hold harmless Grantor from and against any and all liability or loss arising from or relating to any damages to property, or death or injury to

any person occurring on the Access Easement Area to the extent caused by the negligence or willful misconduct of Grantee or Permitted Users under the direction or control of Grantee, including, without limitation, costs and reasonable attorney's fees incurred in the defense of prosecution of any claim or any proceeding or litigation arising therefrom. Grantee shall not be responsible for any liability arising from the acts or omissions of the general public or any Permitted Users not under the direction or control of Grantee.

3. Duration; No Use Restrictions. The Access Easement created by this Agreement shall be perpetual and shall remain in full force and effect, until and unless relocated pursuant to Sections 1 herein, or terminated as required by law or with the consent of the Parties (or their successors-in-title, if applicable). The Parties expressly acknowledge and agree that the purpose of this Agreement is the grant, conveyance and establishment of the easement, rights and privileges set forth herein.
4. Binding Agreement. The Easement established and created by this Agreement is intended and understood to run with the title to the Grantor Parcel and, except as may be provided for elsewhere in this Agreement, the provisions of this Agreement shall apply to, inure to the benefit of and bind the Parties and their respective assigns and successors-in-title.
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.
6. Constructive Notice and Acceptance; Transfer. Every person or entity which now owns or hereafter acquires any right, title, estate, or other interest in or to any of the real property described herein or any part thereof is and shall be conclusively deemed to have consented and agreed to each of the easements and covenants created hereby and to all other terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such interest was acquired. Should ownership of all or any part of any of the real property described in this Agreement be transferred, then the transferor shall thereafter have no further liability for performance of any obligation relating to such transferred land and arising under this Agreement, except to the extent that such obligation accrued during the period of its ownership of such transferred land, and the transferee shall by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement.
7. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.
8. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia. If any provision of this Agreement or the application of such provision to any person or entity shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to any person or circumstance, other than the Person or circumstance to which it is held invalid, shall not be affected thereby. In the

event of any conflict between any provision of any requirement of any governmental entity having jurisdiction over the real property described in this Agreement and any provision of this Agreement, the more restrictive provision shall be controlling.

9. Amendment; Custom or Practice; No Waiver. This Agreement may not be amended so as to modify the rights or obligations relating to any of the real property described herein without the prior written consent of each of the Parties hereto. No failure of Grantor or Grantee to exercise any power or right granted by this Agreement or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of such right or power or a waiver of the right of any such Party to demand exact compliance with the terms hereof. No waiver of any right or obligation created or arising under this Agreement shall be binding upon Grantor or Grantee unless such waiver is in writing and signed by the party against whom enforcement thereof is sought
10. Easement Only. Neither Grantor nor Grantee intends for this Agreement to convey fee simple title to the property that is subject to the Access Easement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered this 11th
day of February, 2026,
in the presence of:

GRANTOR:

PMC-SRL, LLC,
a Georgia limited liability company

John Waples
Witness

By: J.P.M.
Name: J. Patrick Malloy
Title: Manager

Cynthia M Freese
Notary Public

My Commission Expires: 3.18.27

(AFFIX NOTARIAL SEAL)



IN WITNESS WHEREOF, Grantee has executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered this ____
day of _____, 2026,
in the presence of:

GRANTEE:

**THE MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH**

a municipal corporation organized and existing
under the laws of the State of Georgia

Witness

By: _____
Joseph A. Melder, City Manager

Attest: _____
Mark Massey, Clerk of Council

Notary Public

My Commission Expires: _____

(AFFIX NOTARIAL SEAL)

EXHIBIT A
GRANTOR'S PARCELS

All that certain lot, tract or parcel of land being a portion of Eastern Wharf and being more particularly shown and described as "Private Amenity Building Site" on that certain plat prepared by Thomas & Hutton, dated August 10, 2019, and recorded in Plat Book 52, Page 456, Chatham County, Georgia records.

AND

All that certain lot, tract or parcel of land being a portion of Eastern Wharf and being more particularly shown and described as "Parcel R-1 Remainder" on that certain plat prepared by Thomas & Hutton, dated August 10, 2019, and recorded in Plat Book 52, Page 456, Chatham County, Georgia records.