

After recording, return to:

Hunter Maclean  
200 East Saint Julian St.  
Savannah, Georgia 31401

STATE OF GEORGIA  
COUNTY OF CHATHAM

## RECIPROCAL EASEMENT AGREEMENT

**THIS RECIPROCAL EASEMENT AGREEMENT** (this “Agreement”), dated the \_\_\_ day of \_\_\_\_\_, 2023, is between **CGI REALTY, LLC**, a Georgia limited liability company (“First Party”), and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“Second Party”) (First Party and Second Party, each, a “Party” and collectively the “Parties”).

### Recitals

First Party is the owner of that certain parcel of land lying and being in Savannah, Chatham County, Georgia, more particularly described in Exhibit “A” (the “First Party Property”).

Second Party is the owner of that certain parcel of land lying and being in Savannah, Chatham County, Georgia, adjacent to First Party Property, more particularly described on Exhibit “B” (the “Second Party Property”) (First Party Property and Second Party Property, collectively, the “Properties”).

First Party and Second Party desire to enter into this Agreement to evidence a perpetual nonexclusive mutual access easement over an existing shared driveway which is located partly on the First Party Property and partly on the Second Party Property as shown on Exhibit “C” (said shared driveway, including curbs, gutters, pavement and related improvements, are collectively referred to as the “Shared Driveway”) as stated in this Agreement.

### Agreement

#### 1. Grant of Easements.

(a) First Party grants, transfers and conveys unto Second Party, its employees, customers, contractors, vendors, agents, tenants, invitees, guests, successors and assigns, a permanent, non-exclusive easement on, over and across the portion of the Shared Driveway on the First Party Property for pedestrian and vehicular access, ingress and egress, between Police Memorial Drive and the Second Party Property, and on such other portions of the First Party Property within twenty (20') of the commonly property line between said properties to the extent necessary for the repair and maintenance of the Shared Driveway as stated in this Agreement.

(b) Second Party grants, transfers and conveys unto First Party, its employees, customers, contractors, vendors, agents, tenants, invitees, guests, successors and assigns, a permanent, non-exclusive easement on, over and across the portion of the Shared Driveway on the Second Party Property for pedestrian and vehicular access, ingress and egress, between Police Memorial Drive and the First Party Property, and on such other portions of the Second Party Property within twenty (20') of the commonly property line between said properties to the extent necessary for the repair and maintenance of the Shared Driveway as stated in this Agreement.

(c) First Party and Second Party each agree, for themselves and their successors and assigns, not to park, block or otherwise prohibit access on all or a portion of the Shared Driveway except as is reasonably necessary in order to complete maintenance and repair on the Shared Driveway provided that, except in the event of an emergency, the Party performing such repairs or maintenance will provide at least 15 days prior written notice of such closure and work to the other Party, and will use reasonable efforts to limit such blocked access as much as reasonably possible so as not to unreasonably disturb access between Police Memorial Drive and the First Party Property and the Second Party Property.

(d) Each Party retains all other customary incidents and rights of ownership with respect to its property. This Agreement does not grant any other rights or interest in the Properties except as expressly stated in this Agreement, and each Party expressly disclaims any rights or interest in the other Party's property except as expressly stated in this Agreement, including without limitation, as to First Party, any rights of parking within the Second Party Property, and as to First Party, any rights of parking within the First Party Property.

## 2. Maintenance and Cost Share.

(a) Each Party shall maintain its portion of the Shared Driveway which is located on its property in good condition and repair. Without limiting and in addition to the foregoing, First Party may from time to time maintain the entirety of the Shared Driveway, including the portion within the Second Party Property, in good condition and repair (including by repairing, repaving, restriping, and replacing the improvements within the Shared Driveway), in a manner consistent with the standards which would be equal in quality at least to that maintained by owners and occupants of facilities of the same or comparable type and quality within the vicinity of the Properties.

(b) If First Party maintains the entirety of Shared Driveway as stated in Section 2(a), the Parties will share the costs and expenses of repair and maintenance equally. First Party may submit a bill to Second Party for the shared costs and expenses, either before or after performing contemplated maintenance, and Second Party shall pay or reimburse First Party for the shared costs and expenses within 20 days of billing.

(c) Each Party shall cause any repairs or maintenance to be performed by it in accordance with applicable law and shall promptly pay for the work performed, and shall promptly pay, satisfy, or bond any liens or claims of liens filed against the Shared Driveway or any portion of the other Party's property related to such work.

(d) Notwithstanding the foregoing, if repairs or maintenance is required due to (i) damage beyond such ordinary wear and tear as would be caused by passenger vehicles or (ii) damage caused by commercial trucks or other heavy equipment, in each instance caused by a Party, or the Party's agents, employees, contractors, subcontractors, or invitees, that Party shall repair such damage, at its sole cost and expense, within 30 days of demand by the other Party.

### 3. Miscellaneous.

(a) Notice. Except for legal process, which may also be served as provided by law, any notice or communication required or permitted under this Agreement will be in writing and be sent either by: (i) personal delivery service with charges billed to shipper; (ii) nationally recognized overnight delivery service (such as Federal Express or United Parcel Service) with charges billed to shipper; (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested; or (iv) electronic mail, or other telecopy transmission (i.e. Portable Document File, etc. delivered via electronic mail). Any notice or communication which cannot be delivered because of a failure to provide notice of a change of address as provided in this Agreement or for which delivery is refused will be considered to have been given and received on the date of attempted delivery. Any notice or communication required or permitted under this Agreement will be addressed to the Parties as stated on the signature page to this Agreement for the Party and the address of record for the property owned by the Party in the Chatham County, Georgia, tax commissioner's office. Any Party may change its address for notice purposes by providing written notice of a change of address to the other Party as stated in this Section 3(a).

(b) Estoppel Certificates. Within 14 days of a written request by a Party, the other Party shall submit a certified statement in writing to the requesting Party, and any purchaser or mortgagee or proposed purchaser or mortgagee of such requesting Party: (i) that this Agreement is in full force and effect, (ii) that to the knowledge of the Party so certifying, there has been compliance with all terms and provisions of this Agreement by both Parties, and that to the knowledge of the Party so certifying, there are no defaults by either Party, except as stated in the estoppel, and (iii) the amount of any costs or expenses payable by a Party under this Agreement, and an acknowledgement that such costs and expenses have been paid current, or a statement as to the amount of costs and expenses due, if any.

(c) Self-help. If either Party fails to perform its obligations under this Agreement within 15 days following delivery of written notice from the non-defaulting Party to the defaulting Party, then in addition to its other rights and remedies, the non-defaulting Party will be entitled to cure the default and perform the obligations of the defaulting Party; provided, however, if such failure cannot through the exercise of reasonable diligence be cured within 15 days, a default will not be deemed to have occurred so long as the defaulting Party commences its curative efforts within the 15 day period and diligently seeks to cure the default to completion within a reasonable time. Within 30 days following demand, the defaulting Party shall reimburse the non-defaulting Party for all actual reasonable costs and expenses incurred by the non-defaulting Party in connection with the cure of the default.

(d) Enforcement; Attorney Fees. Either Party may enforce this Agreement by an action or proceeding at law or in equity against any person violating or attempting to violate or circumvent the requirements of this Agreement, to restrain violations, to enjoin violations, and to recover damages for violations. These remedies are distinct and cumulative remedies, and the exercise of any of them will not preclude the right to exercise any or all other rights and remedies which may be available at law or in equity. If a Party undertakes legal action to enforce any right or remedy under this Agreement, the prevailing Party will be entitled to recover from the other Party reasonable costs and expenses actually incurred in connection with such legal action including, but not limited to, court costs and attorney's fees. Any amount that is not paid when due under this Agreement will accrue interest at the statutory default rate of interest until paid.

(e) Governing Law; Severability; Conflicts. This Agreement will 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 a provision to any person, is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of the provision to any person or circumstance, other than the person or circumstance to which it is held invalid, will not be affected.

(f) Entire Agreement; Amendment; Interpretation. This Agreement contains the entire agreement of the Parties with respect to its subject matter, and no representations, inducements, promises or agreements, oral or otherwise, not expressly stated in this Agreement have any force or effect. This Agreement may not be amended without the prior written consent of the Parties. Both Parties have participated, or had the opportunity to participate, equally in the drafting of this Agreement. No provision of this Agreement will 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 it.

(g) Custom or Practice; No Waiver. No failure of either Party to exercise any power or right granted by this Agreement, or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, will constitute a waiver of such right or power or a waiver of the right of any such Party to demand exact compliance with its terms. No waiver of any right or obligation arising under this Agreement

will be binding on either Party unless it is in writing and signed by the Party against whom enforcement is sought.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(i) Covenants Run With Land; Term. This Agreement runs with the title to the land, and is binding upon, and benefits, the Parties and their successors and assigns in title to the Properties. A Party, and their respective successors and assigns in title to the Properties, will only be obligated under this Agreement to the extent the terms of this Agreement relate to the period during which the Party owned the First Party Property, or the Second Party Property, as applicable.

(j) Easement Only; No Public Dedication; Matters of Record; Exhibits. This Agreement grants easements and does not convey fee simple title to nor any other interest in the Properties. Nothing contained in this Agreement creates any easements or use rights in the general public or constitutes a public dedication for any public use whatsoever. The easements are private easements and no one other than First Party, its successors and assigns in title to the First Party Property, and Second Party, its successors and assigns in title to the Second Party Property, is granted an easement nor any rights or interests in the Properties by virtue of this Agreement. The Properties are subject to all matters of record. Exhibits A through C are incorporated by reference.

(Signature Pages to Follow)

This Agreement is signed by First Party as of the date stated in the introductory paragraph.

**FIRST PARTY:**

**CGI Realty, LLC**

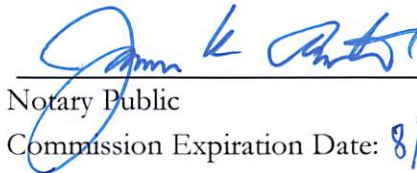


By: Christian B. Demere

Its: Manager

(Seal)

Signed, sealed, and delivered in the presence of:

  
Unofficial Witness Drew Stutzman  
Notary Public  
Commission Expiration Date: 8/22/2024 (Notary Seal)

Address for Notice for First Party:

CGI Realty, LLC  
Attention: Christian B. Demere  
101 North Lathrop Avenue  
Savannah, Georgia 30909



With copy to:  
Joseph F. Strength  
Hunter, Maclean, Exley & Dunn, P.C.  
200 East Saint Julian Street  
Savannah, Georgia 31401

This Agreement is signed by Second Party as of the date stated in the introductory paragraph.

**SECOND PARTY:**

**Mayor and Aldermen of the City of Savannah**

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

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(Seal)

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

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

Commission Expiration Date: (Notary Seal)

Address for Notice for Second Party:

City of Savannah  
Attention: City Manager  
City Hall  
2 East Bay Street  
Savannah, Georgia 311401

With copy to:  
R. Bates Lovett  
Office of the City Attorney  
6 East Bay Street, 3rd Floor  
Savannah, Georgia 31401

### Legal Description of First Party Property

All that lot, tract and parcel of land situate, lying and being in Chatham County, Georgia containing 5.34 acres being more particularly shown and depicted as "LOT 1B-1" on a plat entitled "A Minor Subdivision Plat of Lot 1B-1 of Lot 1B of a Subdivision of Lot 1 of the Hendrix Machinery Company Tract" prepared for the City of Savannah by Thomas & Hutton, dated October 29, 2012 and recorded in Plat Book 47P, Page 74, Chatham County, Georgia records. Reference is made to such plat for a more complete and accurate description of the courses metes and bounds and exact location of said parcel.



### Legal Description of Second Party Property

All that certain lot, tract or parcel of land situate lying and being in the City of Savannah, Chatham County, Georgia, known and designated as Lot 1B-3, of a minor subdivision of Lot 1B-1 of a Subdivision of Lot 1 of the Hendrix Machinery Company Tract, 7<sup>th</sup> G.M. District, as shown upon a map or plan recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 47-P, Page 74. Said Lot 1B-3 having a frontage on Police Memorial Drive of 207.08 feet and depth along its western most boundary of 256.50 feet. Subject, however, to a 45 foot wide access and utility easement along the eastern most property line and a 20 foot drainage easement. Said subdivision plat is incorporated into this description by reference, for a better determining the metes, bounds and dimensions of said lot and location of easements and rights-of-way shown on the subdivision plat.

# Shared Driveway

All the area shown on the snippet below as the Shared Driveway (by cross-hatch), a portion of which is located on the First Party Property and a portion of which is located on the Second Party Property:

