

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **The Mayor and Alderman of the City of Savannah (“Purchaser”)**, and **Georgia Ports Authority**, a public corporation and instrumentality of the State of Georgia (“**Seller**”).

### **WITNESSETH:**

**WHEREAS**, Seller has agreed to sell certain real property to Purchaser for the purposes of constructing a sanitary sewer lift station and force mains (the “**Lift Station**”), and Purchaser has agreed to purchase such property from Seller; and

**WHEREAS**, the parties desire to provide for the purchase and sale on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual covenants and agreements set forth herein, Ten (\$10.00) dollars in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Definitions and Meanings.** When used herein, the following capitalized terms have the meanings specified in this Paragraph 1.

1.1 “**Closing**” means the consummation of the Property purchase and sale as contemplated by this Agreement and the deliveries required under Paragraph 7.

1.2 “**Earnest Money**” shall have the meaning attributed thereto in Paragraph 3.2.

1.3 “**Effective Date**” means the later of the date of Purchaser’s or Seller’s execution of this Agreement, as indicated on the signature page hereto.

1.4 “**Property**” means that certain tract or parcel of land, being a portion of PIN 11010 03004 containing approximately .918 acre shown as Lift Station on **Exhibit A**, attached hereto and incorporated herein by this reference, together with all rights, members, easements, buildings, structures and other improvements located thereon or appurtenant thereto (the “**Fee Land**”), together with certain temporary easements for the construction of the Lift Station as shown on **Exhibit A** (the “**Easements**”).

1.5 “**Title Objection(s)**” mean any (i) deeds to secure debt, mortgages, deeds of trust, liens, financing statements, security interests (“**Monetary Title Objections**”) or (ii) easements, leases, restrictive covenants, agreements, options, and other encumbrances (“**Non-Monetary Title Objections**”) objected to by Purchaser as provided in Paragraph 4 hereof.

2. **Sale and Purchase.** Seller shall sell the Property to Purchaser on the terms and conditions contained in this Agreement, and Purchaser shall purchase the Property from Seller on the terms and conditions contained in this Agreement.

3. **Purchase Price; Earnest Money.**

3.1 The price for the Property shall be Two Hundred Forty-Two Thousand Six Hundred Dollars (\$242,600.00) (the “**Purchase Price**”). At the Closing, Purchaser shall pay the Purchase Price to Seller by wire transfer, or certified funds acceptable to Seller. The Purchase Price shall be adjusted to reflect any prorations required under Paragraph 7.4 of this Agreement.

3.2 Within three (3) days after the Effective Date, Purchaser shall deposit the sum of Ten Thousand Dollars (\$10,000.00) (the “**Earnest Money**”) with **Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP**, as escrow agent (“**Escrow Agent**”). Upon receipt, the Escrow Agent shall hold the Earnest Money subject to the following conditions:

3.2.1 During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

3.2.2 If this Agreement shall be terminated by the mutual written agreement Seller and Purchaser, or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid, or if a dispute shall develop between Seller and Purchaser concerning to whom such should be paid and delivered, then and in any such event, the Escrow Agent shall pay and deliver such in accordance with the joint written instructions of the Seller and Purchaser. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon Seller and Purchaser, then the Escrow Agent shall pay and deliver the Earnest Money into a court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement.

3.2.3 If costs or expenses are incurred by the Escrow Agent in its capacity as Escrow Agent because of litigation or a dispute between the Seller and Purchaser arising out of the holding of the Earnest Money in escrow, the non-prevailing party shall pay the Escrow Agent its reasonable costs and expenses. Except for such costs or expenses, no fee or charge shall be due or payable to the Escrow Agent for its services as escrow holder only.

3.2.4 By joining herein, the Escrow Agent undertakes only to perform the duties and obligations imposed upon the Escrow Agent under the terms of this Agreement and expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon the Seller and the Purchaser hereunder.

3.2.5 Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for gross negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

3.3 In the event Purchaser has the right to and elects to terminate this Agreement, Escrow Agent shall refund the Earnest Money upon receipt of notice of such termination; provided, however, if Seller disputes Purchaser's entitlement to a refund of the Earnest Money, Escrow Agent shall retain same subject to the terms and conditions set forth herein until receipt of joint instructions from the parties regarding the disposition of the Earnest Money. Notwithstanding anything in this paragraph to the contrary, if Escrow Agent receives notice of termination from Purchaser prior to the end of the Inspection Period, Escrow Agent shall and is hereby directed by Seller to refund the Initial Deposit to Purchaser.

3.4 If Purchaser shall fail to deliver any Earnest Money to Escrow Agent on or before the date herein required, then the Earnest Money theretofore deposited shall be paid to Seller as consideration for Seller's execution of and entry into this Agreement, and, except as expressly set forth herein, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. All deposits by Purchaser required pursuant to this Paragraph 3.4 shall be in the form of Purchaser's check drawn against collected funds, payable to Escrow Agent; and no deposit shall be deemed timely unless received or postmarked on or before the date therefore set forth in this Paragraph 3.4.

#### **4. Title Examinations and Objections.**

4.1 At the Closing, Seller shall deliver and convey to Purchaser good and marketable fee simple title to the Property by Limited Warranty Deed, subject only to the permitted exceptions. "Good and marketable fee simple title" as used in this Agreement shall mean title which a title company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard printed exclusions in the owner's policy.

4.2 Purchaser shall have until the date sixty (60) days after the Effective Date to examine title and furnish Seller with a written statement of objections which render Seller's title less than good and marketable fee simple title. Purchaser may reexamine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the date of Purchaser's initial examination. If Purchaser shall fail to examine title to the Property or to give Seller such initial notice of title objections, Purchaser shall be deemed to have waived all objections appearing of record as of the date sixty (60) days after the Effective Date.

4.3 All Monetary Title Objections shall be satisfied from the Purchase Price at Closing. Seller shall have until ten (10) days after receipt of Purchaser's initial notice of title

objections to review Purchaser's initial notice of title objections and, if Seller elects, in which to give Purchaser written notice of any Non-Monetary Title Objections specified therein which Seller does not intend to attempt to satisfy. If Seller gives Purchaser such written notice with respect to any objection specified in Purchaser's initial notice of title objections, or if Seller fails to so satisfy any valid objections, then, at the option of Purchaser, and as its sole and exclusive alternatives and remedies, within ten (10) days of Purchaser's receipt of Seller's notice, Purchaser may either: (i) terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property.

## **5. Access to and Examination of Property.**

5.1 Between the Effective Date and the Closing Date, Purchaser and Purchaser's agents, employees, contractors, representatives and other designees (herein collectively called "**Purchaser's Designees**") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, surveys, mechanical and structural engineering studies, appraisals and any other investigations, examinations, tests and inspections as Purchaser may reasonably require to assess the condition of the Property; provided, however, that (i) any activities by or on behalf of Purchaser, including, without limitation, the entry by Purchaser or Purchaser's Designees onto the Property or the other activities of Purchaser or Purchaser's Designees with respect to the Property ("**Purchaser's Activities**") shall not damage the Property in any manner whatsoever (except as reasonably necessary to complete Purchaser's Inspection as contemplated pursuant to this Paragraph 5.1) or disturb or interfere with the rights or possession of any tenant of the Property and (ii) in the event the Property is altered or disturbed in any manner in connection with Purchaser's Activities, Purchaser shall promptly return and restore the Property to substantially the condition existing prior to Purchaser's Activities.

5.2 Termination Right. Purchaser shall have until the date eighty (80) days after the Effective Date, (herein called the "**Inspection Period**"), to perform such investigations, examinations, tests, appraisals and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser, in Purchaser's sole and absolute discretion. In the event Purchaser shall determine that the Property is not suitable and satisfactory to Purchaser, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period. In the event Purchaser gives Seller the notice required by the immediately preceding sentence before the end of the Inspection Period, then, except as expressly provided in this Agreement, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Purchaser does not terminate this Agreement in accordance with this subparagraph 5.2 on or before the end of the Inspection Period, Purchaser shall have no further right to terminate this Agreement pursuant to this Subparagraph 5.2.

5.3 Seller shall deliver to Purchaser on or before the date five (5) days after the Effective Date certain documents and information, if any, in Seller's possession or control related to the Property, including any title policies, surveys, leases, soil reports, environmental reports and property inspections.



6. **Subdivision Plat.** Purchaser shall have the Property subdivided by a Georgia registered land survey consistent with Exhibit A attached hereto. Seller shall execute a limited warranty deed at the Closing containing the legal description derived from the recorded subdivision plat.

7. **The Closing.**

7.1 Closing Date. The Closing shall be held on or before the date ten (10) days after the Inspection Period at the offices of Escrow Agent in Savannah, Georgia, or such location and date and at such time as may be mutually agreed upon by Seller and Purchaser (the “**Closing Date**”).

7.2 Deliveries at Closing. On the Closing Date, the Closing shall occur as follows, subject to satisfaction of all the terms and conditions of this Agreement:

7.2.1 Seller shall convey fee simple title to the Fee Land to Purchaser, without exception for any Title Objections, by limited warranty deed, duly executed, witnessed, and notarized and in recordable form, together with appropriate evidence of the due execution and authorization thereof.

7.2.2 With regard to the Easements, Seller and Purchaser shall execute and deliver temporary construction easement agreements, the terms and conditions of which shall be agreed upon during the Inspection Period, for the construction of the Lift Station, which temporary easement will have a duration for a minimum of two (2) years from the Closing Date.

7.2.3 Seller shall deliver to Purchaser an Owner’s Affidavit reasonably acceptable to Purchaser’s counsel and title insurer.

7.2.4 In addition to all documents, instruments and agreements expressly provided for herein, Purchaser and Seller shall execute such other documents (including, without limitation, an incumbency certificate and certified resolutions authorizing the execution and delivery of all documents and the performance of the transactions contemplated hereunder) as may be reasonably required by counsel for either party or Purchaser’s title insurer to effectuate the purposes of this Agreement.

7.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

7.3.1 Seller shall pay (a) fees and expenses of Seller’s attorneys, and (b) any other costs related to Seller’s title clearance matters, if any.

7.3.2 Purchaser shall pay (a) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing pursuant to the terms hereof, (b) the costs of the subdivision plat, (c) any title examination fees or charges incurred by Purchaser, (d)

premiums for any title insurance policy or policies obtained by Purchaser, and (e) the fees and expenses of Purchaser's attorneys.

7.3.3 All other costs and expenses of the transaction contemplated by this Agreement shall be borne by the party incurring the same.

7.4 Prorations. All utility/service charges and all state, city and county ad valorem taxes due with respect to the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller as of the Closing Date. If the actual amount of such taxes is not known as of such date, either because tax bills for the calendar year of the Closing have not been issued or because such tax bills cover real property in addition to the Property, the proration at the Closing will be based on the most current and accurate ad valorem tax billing information available. Should such proration not be based on the actual amount of the ad valorem taxes for such calendar year and should such proration prove to be inaccurate upon receipt of the actual tax bills for the Property for such calendar year, then either Seller or Purchaser may demand at any time after the Closing Date a payment from the other correcting such malapportionment. Seller shall pay, at the Closing, all other assessments, whether due in installments or lump sum, and whether special or general in nature, levied or assessed against the Property as of the Closing Date. This provision shall survive the Closing.

7.5 Condition Precedent to Obligation of Seller. Notwithstanding any term of this Agreement to the contrary, Seller will have no obligation to proceed with the Closing unless and until Seller has obtained the written approval of (i) its Board of Directors, and (ii) the Governor, Auditor and Attorney General of the State of Georgia pursuant to Official Code of Georgia Annotated 52-2-11(2), by no later than the Closing Date. In the event Seller has not received such written approvals on or before the Closing Date, either Seller or Purchaser shall have the right to terminate this Agreement upon written notice to the other party, and thereupon the Earnest Money shall be promptly returned to Purchaser, and this Agreement will be null and void and of no further force and effect.

## **8. Casualty and Condemnation.**

8.1 Risk of Loss. Until the purchase of the Property has been consummated on the Closing Date, all risk of loss of the Property (whether by exercise of the power of eminent domain or otherwise) shall belong to and be borne by Seller.

8.2 Election by Purchaser. In the event of any (i) damage to or destruction of the Property or any portion thereof, (ii) any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of the Property or any portion thereof by anyone having the power of eminent domain, or (iii) any action or threatened action by any governmental authority or agency which may impede, delay or interfere with Purchaser's planned development or intended use of the Property, Purchaser shall, by written notice to Seller delivered within ten (10) business days of receiving written notice from Seller of such event, elect to: (a) terminate this Agreement and all of its obligations hereunder, in which event this Agreement shall become null and void and no party shall have any right, duty, or obligation under this Agreement; or (b) consummate the purchase of

the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (a) of this Paragraph 8.2, then Seller shall on the Closing Date pay to Purchaser all condemnation awards and compensation then received by Seller. In addition, Seller shall transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to payment for damages and compensation on account of such taking, damage or destruction.

8.3 Notice of Risk. Seller shall notify Purchaser in writing immediately upon Seller's receiving written notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property, any actual or threatened action by any governmental authority or agency which impedes, delays, or prohibits Purchaser's planned development of the Property, or any actual or threatened action or investigation with respect to any of the statements set forth in Paragraph 7.5, and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (a) and (b) in Paragraph 8.2 above. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have ten (10) days after it receives such information from Seller within which to elect between such alternatives, and accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such a ten (10) day period in which to make its election under Paragraph 8.2 above.

9. **Brokerage Terms.** All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Purchaser without the intervention of any person or other party as agent or broker. Each party shall be solely responsible for any and all claims, demands, losses, costs, damages, liabilities and expenses (including, without limitation, attorneys' fees and costs of litigation) incurred by reason of any such claims or demand, whether meritorious or not, by any broker, sales person or agent or other person or entity employed or engaged by or with whom such party has discussed the transaction contemplated by this Agreement for any commissions, fees or other compensation in connection with this Agreement or the conveyance contemplated by this Agreement. The provisions of this Paragraph 9 will survive the Closing or any termination of this Agreement.

10. **Default.**

10.1 Purchaser's Default. In the event of a Purchaser's default under this Agreement, Seller agrees to provide Purchaser with written notice of such default by specifying the nature of such default. Purchaser shall have a ten (10) day period after the date of receipt of said notice to cure said default. If Purchaser does not cure said default, then the Earnest Money shall be paid to Seller as full liquidated damages, this Agreement shall be null and void, and none of the parties hereto shall have any further rights or obligations except for those obligations that expressly survive the termination of this Agreement. Purchaser and Seller acknowledge that it would be difficult to ascertain precisely the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate thereof and shall be the sole remedy of Seller.

10.2 **Seller's Default.** In the event of a Seller's default under this Agreement, Purchaser agrees to provide Seller with written notice of such default by specifying the nature of such default. Seller shall have a ten (10) day period after the date of receipt of said notice to cure said default. If Seller does not cure said default within ten (10) days, then Purchaser shall be entitled to the following remedies: (i) Purchaser may terminate this Agreement, in which case none of the parties hereto shall have any further rights or obligations except for any obligations that expressly survive termination, and Purchaser shall receive an immediate refund of all Earnest Money paid hereunder by Purchaser, or (ii) Purchaser may seek specific performance of this Agreement.

11. **Agreements Affecting the Property.** Seller hereby covenants and agrees with Purchaser that, so long as this Agreement remains in full force and effect, Seller will not sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any interest or estate therein) provided, however, that the above covenant shall not prohibit any encumbrance which is satisfied or removed by Seller at or prior to Closing.

12. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid or nationally recognized overnight delivery service, and addressed to each party at its address as first set forth below. Any such notices, request or other communications shall be considered given or delivered, as the case may be, on the date of hand delivery; or on the date of delivery by the United States certified or registered mail or overnight courier as provided above. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof to the other party hereto, a party may from time to time and at any time change its mailing address hereunder.

If to Purchaser:           The Mayor and Aldermen of the City of Savannah  
P.O. Box 1027  
Savannah, Georgia 31402  
Attention: City Manager

If to Seller:               Georgia Port Authority  
2 Main Street  
Garden City, Georgia 31408  
Attention: Properties and Contracts

With a copy to:           McCorkle, Johnson & McCoy, LLP  
Attention: Robert L. McCorkle, III  
319 Tattnall Street  
Savannah, Georgia 31401  
Email: rlm@mccorklejohnson.com  
Phone: (912) 232-6000



The Mayor and Aldermen of the City of Savannah  
P.O. Box 1027  
Savannah, Georgia 31402  
Attention: City Attorney

The Mayor and Aldermen of the City of Savannah  
P.O. Box 1027  
Savannah, Georgia 31402  
Attention: Sr. Director of Real Estate

13. **Assignment.** No assignment of this Agreement shall be binding unless signed by all parties to this Agreement. Any approved assignee shall fulfill all of the terms and conditions of this Agreement.

14. **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

15. **Confidentiality.** The parties hereto agree that no press or other publicity release or communication to the general public concerning the transaction contemplated by this Agreement shall be issued by any party prior to Closing without Purchaser's and Seller's prior written approval. Seller and Purchaser covenant and agree not to communicate the terms or any aspect of this Agreement and the transactions contemplated hereby, including the identity of the parties hereto, to any person or entity and to hold, in the strictest confidence, the content of any and all information in respect of the Property which is supplied by Seller to Purchaser or by Purchaser to Seller (collectively, the "**Information**"), without the express written consent of the other party; provided, however, that either party may, without consent, disclose the Information (a) to its respective advisors, consultants, attorneys, accountants, partners, investors, employees and lenders (the "**Transaction Parties**") without the express written consent of the other party, and (b) if disclosure is required by law or by regulatory or judicial process including, without limitation, the Georgia Open Records Act. If this Agreement is terminated, such confidentiality shall be maintained and Seller and Purchaser will destroy or deliver to Seller or Purchaser, as applicable, upon request, all documents and other materials, and all copies thereof, obtained thereby in connection with this Agreement that are subject to such confidence, with any such destruction confirmed by Seller or Purchaser, as applicable, in writing. Subsequent to Closing, the provisions of this Paragraph 15 shall no longer be applicable with respect to Purchaser's reasonable

needs for disclosures for operation and ownership of the Property. The provisions of this Paragraph 16 shall survive the Closing or the earlier termination of this Agreement.

16. **Miscellaneous.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Georgia. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of like or similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any condition or right of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived by such party. Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

17. **Special Stipulations.**

17.1 Use/Connection to the future Lift Station 217 sewer conveyance Force main. Purchaser acknowledges that Seller shall have the right to connect to and use the Lift Station 217 conveyance force main that will be located on the Property purchased herein by Purchaser pursuant to the terms of a mutually acceptable easement agreement (the "Easement Agreement") granting Seller a non-exclusive easement over the Property for such connection and use. As part of the construction of future "Lift Station 217 Force main to Dean Forest Road" project, Purchaser shall construct 2-inch stub-out in form of 2-inch saddle, 2-inch valve in box and 2" plug to facilitate Seller's future connection. Seller shall be responsible to engineer/ size/ select/ install and test Seller's lift station, manifold force main and appurtenances prior to connecting to the stub-out. The Easement Agreement shall be subject to Purchaser's reasonable approval and shall include a surveyed legal description of the easement area (the "Easement Area"), which shall also be subject to Purchaser's reasonable review and approval. Purchaser agrees to negotiate the Easement Agreement in good faith and not unreasonably withhold, condition, or delay approval of the form or substance of the Easement Agreement. This Section shall survive the Closing and shall be binding on the parties and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement, by and through their duly authorized officers, under seal and as of the last date shown below.

Date executed by Seller:

\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Witness

Notary Public, State of Georgia  
My Commission expires:

Date executed by Purchaser:

7/31/25

Signed, sealed and delivered  
in the presence of:

Emily Manning  
Witness

Holly N Biddle  
Notary Public, State of Georgia  
My Commission expires:  
5-15-29

**PURCHASER:**

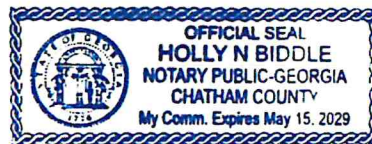
THE MAYOR AND ALDERMEN OF THE CITY  
OF SAVANNAH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

GEORGIA PORTS AUTHORITY

By: [Signature]  
Name: James C. McCurry, Jr.  
Title: Chief Administrative Officer

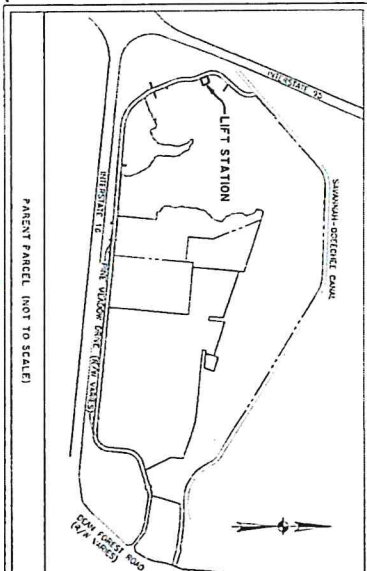


**EXHIBIT “A”**

**PROPERTY**

[See attached]



[illegible][illegible]

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

SITES FOR PUBLIC USE, AS NOTED ON AND CREATED BY THIS PLAN  
FOR THE USES INTENDED  
GEORGIA PORTS AUTHORITY

DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

LAKE

1

2)

DECLARATION

1517 CASSETT  
1918 S.F.  
1944 A.C.

**VICINITY MAP** not to scale

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THE CONDITIONS, EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS, HEREON, SHOULD BE APPROVED OR AFFIRMATIONS SHOULD BE CONCURRED BY THE PLATTEE. THE PURPOSE OF THIS PLAT IS TO WITHHOLD USE OF ANY PARCELS THEREUNDER, THE UNDEVELOPED LAND SURVEYOR CERTIFICATES THAT THIS PLAT, CONFORMS WITH THE ANNUAL CERTIFICATE STANDARDS FOR PRACTICE SURVEYING IN GEORGIA, AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF SURVEYING AND AS SET FORTH IN A SECTION 55-4-40.

**PRELIMINARY**

GEORGIA REGISTERED LAND SURVEYOR  
P.L.#202 / L.S.#495  
BRIAN WILKINSON@GASURVEY.COM

RIGHT & POWER, INC.  
10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80202  
TEL: 303.733.8800  
WWW.RIGHTANDPOWER.COM

LIFT STATION PLAT  
THE LANDS OF GEORGIA PORTS  
AUTHORITY BEING A PORTION OF  
TAX PARCEL IDENTIFICATION  
NUMBER 11010 03004

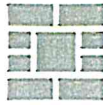
7TH G.M. DISTRICT  
CHAPMAN COUNTY, GEORGIA  
prepared for  
GEORGIA PORTS AUTHORITY  
CITY OF SAVANNAH

**THOMAS  
&  
HUTTON**

50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300  
[www.thomasandhullon.com](http://www.thomasandhullon.com)

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 SHEET 1 OF 1





## AGREEMENT TO PURCHASE REAL ESTATE

PROJECT: Force Main Megasite  
COUNTY: Chatham  
PARCEL: 60922 01001

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:

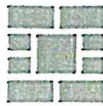
Right of Way and/or Easement rights through that tract or parcel of land located at Part of Lot 46 Section A Happy Discovery having PIN # 60922 01001, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$500.00, the undersigned agrees to execute and deliver to The Mayor and Aldermen of the City of Savannah fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

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

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.  
N/A Acre (or \_\_\_\_\_ Square Feet) of Fee Simple Right-of-Way  
N/A Acre (or \_\_\_\_\_ Square Feet) of Permanent Easement  
0.062 Acre (or 2,712 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.

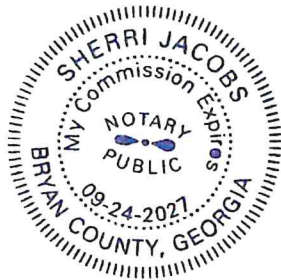


Witness my hand and seal this 6 day of June, 2025.

Signed, Sealed and  
Delivered in the presence  
of:

Manuela Abney  
Witness

[Signature]  
Notary Public



Diane Powell Saturday  
Name

\_\_\_\_\_  
Name

ACCEPTED BY: [Signature]  
Scott Seckinger, Real Estate Specialist



## AGREEMENT TO PURCHASE REAL ESTATE

April 2, 2025

PROJECT: Megasite Force Main  
COUNTY: Chatham  
PARCEL: 60924 05013

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 Travis Field Road having PIN # 60924 05013, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$ 500.00, 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 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.  
  
\_\_\_\_\_ Acre (or \_\_\_\_\_ Square Feet) of Fee Simple Right-of-Way  
0.093 Acre (or 4,051.08 Square Feet) of Permanent Easement  
0.256 Acre (or 11,151.36 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.

BE



Witness my hand and seal this 06<sup>th</sup> day of MAY, 2025.

Signed, Sealed and  
Delivered in the presence  
of:

Steve M. Rogers  
Witness

Luciane Carper  
Notary Public

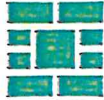
Name \_\_\_\_\_

Bob Burdell  
Name

ACCEPTED BY:

[Signature]





## AGREEMENT TO PURCHASE REAL ESTATE

PROJECT: Force Main Megasite  
COUNTY: Chatham  
PARCEL: 60986 03008

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 PT of TCT 109 Industrial City GD NS having PIN # 60986 03008, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

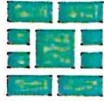
For the sum of \$1,000.00, the undersigned agrees to execute and deliver to The Mayor and Aldermen of the City of Savannah fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

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

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.  
N/A Acre (or \_\_\_\_\_ Square Feet) of Fee Simple Right-of-Way  
0.316 Acre (or 13,778 Square Feet) of Permanent Easement  
0.313 Acre (or 13,637 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 10 day of May, 2025.

Signed, Sealed and  
Delivered in the presence  
of:

Michael Tortorici

Witness

Megan A. Nutley

Notary Public

**Rick A. Mathews**

Senior Vice President, General Counsel

[Signature]

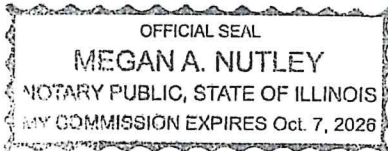
Name

Michael Tortorici

Senior Vice President, Treasurer

[Signature]

Name



ACCEPTED BY:

Scott Seckinger

Scott Seckinger, Real Estate Specialist