
RECORDING COVER SHEET

Title of Document: Sewer Line Easement

Date of Document: June 8, 2023

Grantor(s) Name(s): Belk, Inc.

Grantor(s) Address: 2801 West Tyvola Road, Charlotte, North Carolina 28217

Grantee(s) Name(s): The Mayor and Aldermen of the City of Savannah

Grantee(s) Addresses: 2 E Bay St, Savannah, GA 31401

Legal Description: See Exhibit A for legal description of Grantor Property; see Exhibit B for legal description of Easement Area and survey of Easement Area

Reference Book and Page: N/A

AGREEMENT

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agrees as follows:

1. **Perpetual Sewer Line Easement.** Subject to matters of record as well as the rights of others (if any), Grantor, for itself, its successors and assigns, hereby grants and declares, for the benefit of Grantee, its successors and assigns, a non-exclusive, perpetual easement (the “**Sewer Easement**”) over, under and upon those portions of the Grantor Property as shown and described on Exhibit B as the hatched area labeled as “Public Utility Easement,” “20’ Public Utility Easement” and “15’ Public Utility Easement” (the “**Easement Area**”) for the purposes of operating, inspecting, repairing and replacing the Sewer Improvements all of which Sewer Improvements shall be underground except that, from time to time as may be reasonably necessary, Grantee shall be permitted to use a portable back-up generator and/or portable by-pass pumps above ground within the portion of the Easement Area containing the Lift Station and sanitary sewer manholes, which is located where the 15’ Public Utility Easement and the 20’ Public Utility Easement meet. Such generator and/or by-pass pumps may only be brought on site as provided herein as and when it is reasonably necessary and shall be removed from the Grantor Property as soon as reasonably practicable after its use is no longer reasonably required. Grantee and its employees, contractors, agents and representatives shall have the perpetual right of ingress and egress, both vehicular and pedestrian, to and from the Easement Area for purposes related to the use and enjoyment of the Sewer Easement. Grantor and each future fee owner of the Grantor Property hereby reserve (a) the right to use the Easement Area for all purposes not inconsistent with, and which do not unreasonably restrict, impede or interfere with, the easements and all rights herein granted to Grantee, (b) the right of ingress, egress and passage by Grantor’s lessees and invitees and (c) the right to grant non-exclusive easements over, across and upon the Easement Area to other parties for any purpose which shall not unreasonably interfere with Grantee’s use of and rights in the Easement Area as set forth and created herein.

2. **Binding Upon Property.** The easements, restrictions, rights and obligations created pursuant to the terms of this Easement shall run with and be binding upon the Easement Area, including future subdivisions and/or reconfigurations of such property, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit Grantee and any municipal or public utility successor and/or assign. Grantee shall not have the right to assign this Easement and/or any of its rights or obligations hereunder except that Grantee may assign this Easement to another municipality or a public utility provider that is taking over all or a portion of Grantee’s sewer services.

3. **No Expansion of Services.** Grantee acknowledges and agrees that Grantee shall not have the right to expand the use of the Sewer Improvements and/or the Sewer Easement to accommodate any additional users other than the current users (and their respective successors) of such Sewer Improvements as exist as of the Effective Date and the future Out Lot owners/users (and their respective successors).

4. **Maintenance and Repairs.** Grantee shall have the right to maintain, repair and replace, as necessary from time to time, any and all of the Sewer Improvements, as the same may exist from time to time, within the Easement Area to keep same in good working order and condition to provide the sewer service by Grantee as intended and/or provided herein. Except in the event of an emergency requiring immediate attention by Grantee, Grantee shall not perform any maintenance, repairs, replacement, additions and or relocations of/to the Sewer Improvements and/or the Easement Area during the months of October, November and/or December of any year. If work will need to be done to the Sewer Improvements covering more than 20% of the Easement Area, then Grantee agrees to complete such work in stages as may be reasonably approved by Grantor, with such approval not to be unreasonably withheld, conditioned or delayed, so that no more than twenty percent (20%) of the Easement Area will be disturbed at any given

time. In all events, Grantee shall use commercially reasonable efforts to not disturb and/or interfere with the operations of Grantor on the Grantor Property and will use diligence efforts to promptly complete any and all work on the Grantor Property to cause as little of interference as is reasonably possible for Grantor and/or its operations on the Grantor Property. Grantee hereby covenants and agrees that whenever it shall make any excavations, improvements, or otherwise use or enjoy the easement in the Grantor Property, the Grantee shall promptly restore the ground and other surrounding improvements to the same or better condition as their former condition.

6. **Insurance.** If any contractors or subcontractors will be performing any maintenance, repairs or other work as permitted under this Easement on the Grantor Property (as opposed to employees of the City of Savannah), as a condition of their allowed entry on the Grantor Property, such contractors/subcontractors shall first provide Grantor with proof of insurance reasonably acceptable to Grantor, including without limitation, builder's risk and commercial general liability insurance, which shall in all events include Grantor as an additional named insured on such policies.

7. **Governing Law.** This Easement will be governed by and construed in accordance with the procedural and substantive laws of the State of Georgia.

8. **Severability.** If any provision of this Easement or the application of this Easement to any party to this Easement or any other person is held to be invalid, void or illegal, the remaining provisions will nonetheless remain in full force and effect and not be affected by the invalidity or illegality.

9. **Authority.** Each person executing this Easement personally represents and warrants that he or she has the requisite authority to bind the party on whose behalf the Easement is being executed.

10. **Amendments.** This Easement may be amended only by a recordable written instrument properly executed and notarized on behalf of Grantor and Grantee or their respective successors and permitted assigns.

11. **Counterparts.** The Easement may be executed in any number of counterparts, whether by original, copy, pdf or electronic signature, and each counterpart of this Easement so executed shall, taken together, comprise one and the same original document.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Easement has been executed by Grantor and Grantee as of the Effective Date.

GRANTOR:

BELK, INC.
a Delaware limited liability company

By _____
Wendi Frost
Vice President Real Estate Operations

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My commission expires: _____

GRANTEE:

**THE MAYOR AND ALDERMEN OF THE CITY
OF SAVANNAH**, a Georgia municipal corporation

By: _____
Name: JOSEPH A. MELDER
Title: CITY MANAGER

Attest: _____
Name: MARK MASSEY
Title: CITY CLERK

[SEAL]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My commission expires: _____

[NOTARY SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT B

**LEGAL DESCRIPTION OF EASEMENT AREA AND SURVEY OF EASEMENT AREA
DEPICTION OF OCCASIONAL LOCATION OF ABOVE GROUND BACK-UP GENERATOR
AND/OR PORTABLE BY-PASS PUMPS**