

STATE OF GEORGIA)
)
CHATHAM COUNTY)

REVOCABLE ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____, 2017, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia, as party of the first part (referred to as the “City”), and **HLC OLDE HARBOUR INN PROPERTIES, LLC** as party of the second part (referred to as the “Licensee”), Owner of the property located at 508 EAST FACTORS WALK, SAVANNAH, GEORGIA 31401 (“Property”), described more specifically in *Exhibit “A”* attached. City and Licensee are collectively referenced herein as the “Parties.”

WITNESSETH

1. For and in consideration of the true and faithful performance of the mutual covenants herein contained, City hereby grants to the Licensee a Revocable License to temporarily park non-commercial vehicles (“Encroachment”) on the public right-of-way (“Encroachment Area”). The location and description of the Encroachment Area is more particularly described in *Exhibit “B”*, attached hereto, and made a part hereof for all purposes. The Encroachment is also subject to any special conditions specified on *Exhibit “B.”*

2. The City hereby grants to the Licensee a Revocable License to Encroach within the City’s right-of-way at the designated Encroachment Area and the Parties agree to the following: that the Licensee shall take full responsibility, including maintenance and/or repair, of the designated Encroachment Area; and that there shall be no cost to the City for the operation, maintenance, and/or repair of the Encroachment Area.

3. The Licensee agrees to pay the city a License fee of \$6,500 (Six Thousand Five Hundred Dollars) per month. The City reserves the right to escalate this payment in the future upon thirty days prior notice; said escalation based on changes in market conditions, changes in the inflation rate, and other factors, in the City’s sole discretion

4. If the Licensee desires to terminate this agreement, Licensee shall, at the option of the City and at no expense to the City, restore the Encroachment Area right-of-way by filling in any holes or curing other damage to a condition acceptable to the City, and in accordance with then existing City specifications. It is understood and agreed to by Licensee that if this Agreement terminates and Licensee fails to remove Encroachments, Owner hereby gives City permission to remove Encroachments and make necessary repairs to the Encroachment Area at Licensee’s expense.

5. The City may enter and utilize the Encroachment Area at any time for the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In

this regard, Licensee understands and agrees that the City shall bear no responsibility or liability for damage or disruption of Encroachments by Licensee or its successors, but the City will make reasonable efforts to minimize such damage.

6. It is further understood and agreed upon between the parties hereto that if the governing body of the City may at any time during the term hereof determine in its sole discretion to use or cause or permit the right-of-way to be used for any other public purpose, including but not being limited to underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not, that this Agreement shall automatically terminate.

7. Licensee understands and agrees that the granting of any encroachment license grants no ownership rights to the property.

8. Licensee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the operation, maintenance, and repair of said Encroachment.

9. Licensee covenants and agrees to indemnify, and does hereby indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, arising out of or in connection with, directly or indirectly, the construction, maintenance, occupancy, use, existence or location of said improvement and encroachment and uses granted hereunder.

10 Except for permitted guests and invitees, licensee shall not assign, sub-license, or otherwise convey the license to any other party, successor, or assign without the consent of the City; whose consent can be withheld in the City's sole discretion. This agreement shall be binding upon the Parties hereto, their successors and assigns.

11. Governing Law: This agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.

12. Binding Effect: This agreement and the covenants contained herein shall be binding upon the Parties hereto

13. Entire Agreement: This agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

14. No Waiver: Any failure by a party hereto to assist upon the strict performance by the other party of any of the provisions of this agreement shall not be deemed a waiver of any of the provisions hereof, and such priority, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of the provisions of this agreement to be performed by the other party.

15. Enforceability: If any provision of this agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this agreement and applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this agreement, except as otherwise herein provided, shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH

By: _____
City Manager

Attest: _____
Clerk of Council

OWNER
HLC OLOE HARBOR INN PROPERTIES, LLC
CHARLES M. AIMONE, CEO AND MANAGER

By: _____ (Printed name)

By: Charles M. Aimone

Title: CEO AND MANAGER

Attest: [Signature]

Title: U.P.

As to the owner,

Signed, sealed and delivered this 6th day
of November, 2017 in the presence of:

Lori M Spang
Witness

Cindi Wilson Griffith
Notary Public, Chatham County, Georgia. My
Commission Expires: _____

CINDI WILSON GRIFFITH
Notary Public, Chatham County GA
My Commission Expires May 1, 2018
[NOTARY SEAL]