

Type: EASE
Kind: EASEMENT
Recorded: 3/4/2022 4:00:00 PM
Fee Amt: \$25.00 Page 1 of 12
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 8814208055

BK 2729 PG 592 - 603

ABOVE SPACE FOR RECORDING INFORMATION ONLY

**REVOCABLE CANAL CROSSING EASEMENT
FOR INGRESS, EGRESS, AND UTILITIES**

THIS REVOCABLE CANAL CROSSING EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AGREEMENT (the "Agreement") is made as of the 23rd day of February, 2022, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** ("City"), and **COBBLESTONE AC, LLC**, a Georgia limited liability company ("Grantee").

RECITALS:

WHEREAS, City is the owner of the portion of the right of way of the Savannah Ogeechee Canal (the "Canal") located along the easterly boundary of the Grantee Property as herein described; and

WHEREAS, Grantee is the owner of certain real property comprising 67.199 Acres located along the westerly side of the Canal and Bush Road at Walden Pond Road, Chatham County, Georgia, as more particularly described on **Exhibit "A"**, attached hereto and made a part hereof by this reference, and as identified by the Chatham County Board of Assessors as Property Identification Number 21026 01001 (hereinafter referred to as the "Grantee Property"); and

WHEREAS, Grantee desires to construct a two-lane vehicular and pedestrian bridge across a ninety (90) foot section of the Canal to provide access from Grantee Property to the County owned and maintained Bush Road; said ninety (90) foot section of canal crossing generally depicted and described on **Exhibit "B"**, attached hereto and made a part hereof by this reference (the "Canal Crossing Easement"); and

WHEREAS, Grantee desires to construct and maintain a public nature trail over and across a portion of the Grantee Parcel immediately adjoining the westerly boundary of

the Canal in the location and as described on Exhibit "C", attached hereto and made a part hereof by this reference (the "Nature Trail"); and

WHEREAS, Grantee hereby accepts and will perpetually perform certain duties and obligations to be described herein as consideration for the use of the Canal Crossing Easement, and Grantor hereby reserves the right to revoke and terminate the Canal Crossing Easement if Grantee fails to perform these obligations and duties; and

WHEREAS, Grantee and the City desire to confirm their agreement regarding these matters.

NOW THEREFORE for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Grantee agree as follows:

1. Maintenance Easement. The City, as the owner of the Canal hereby conveys to Grantee, as the owner of the Grantee Property, a perpetual non-exclusive easement over and across the Canal adjoining the Grantee Property for the specific purpose of maintaining the Canal, subject to the terms hereof.

2. Bridge Easement. The City, as the owner of the Canal, hereby conveys to Grantee, as the owner of the Grantee Property, a perpetual non-exclusive easement over and across the Canal Parcel for the specific purpose of installing, operating, maintaining, and utilizing a bridge and utility connections from the Grantee Property over and across the Canal to Bush Road pursuant to general plans and specifications and the location and dimensions as provided herein.

3. Reservation of Rights. The City hereby reserves and retains all other property rights in and to the Canal.

4. Grantee Obligations. As consideration for the Bridge Easement and Maintenance Easement, Grantee shall perpetually perform the following obligations:

- a) Nature Trail Construction and Maintenance. Grantee and its successors and assigns hereby agree to construct, repair, maintain, operate, and replace the Nature Trail. The Nature Trail shall be approximately eight feet wide and shall consist of impervious materials acceptable to the City that are suitable to facilitate safe and effective pedestrian and bicycle usage, such as compacted wood or rubber mulch. The Nature Trail shall be constructed in conjunction with the Bridge and shall be made available for public access and use together with the right of reasonable and necessary ingress and egress to and from the Nature Trail across Grantee Property in connection with the exercise of the rights granted herein.
- b) Canal Maintenance. Grantee and its successors and assigns hereby agree to maintain the portion of the Canal adjacent to the Grantee

Property and the Nature Trail at its sole cost and expense. Such maintenance shall be limited to removal of trash and debris, control of weeds and vegetation, removal of fallen trees, and maintenance of a suitable and safe trail surface. Except as otherwise provided herein, Grantee shall not perform any excavation work to the Canal or make material changes to the Canal without the City's prior written consent.

- c) Bridge Construction. Grantee shall remove the existing thirty (30) foot Canal crossing as shown on Exhibit C and replace it with a bridge at the Canal Crossing Easement Area, at Grantee's sole cost and expense. The bridge will be subject to engineering and construction plan review, approval, and permitting by City per applicable ordinances and in its sole discretion.

5. Revocation. In the event Grantee and/or its successors in interest fail to perpetually perform the above referenced Grantee Obligations, then Grantor may revoke the Canal Crossing Easement.

- a) If Grantor fails to perform the stated duties and obligations, Grantor shall provide written notice of the default and failure. Grantee must then commence corrective action to cure the default within ten days of receipt of Grantor notice.
- b) If Grantee fails to commence corrective action within ten days of receipt of notice from Grantor, or if Grantee fails to complete the curative action within six months of receipt of said notice, then Grantor may revoke the Canal Crossing Easement.

6. Grantee Ownership of Bridge and Nature Trail. It is agreed between the parties hereto that any improvements within the Canal Crossing Easement, the bridge and then nature trail shall be and remain the property of the Grantee.

7. Indemnification. Grantee shall pay, and shall protect, indemnify, and hold harmless Grantor and Grantor's representatives, agents, successors, and assigns from, against and in respect of, all liabilities, damages, losses, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, liens, demands, and judgments of any nature whatsoever arising out of, by reason of or in connection with Grantee's use, occupancy o, or the exercise of Grantee's rights with respect to the Canal Crossing Easement, including, without limitation, injury to or death of person or property.

8. Prohibition Against Liens. Grantee shall not permit any mechanics', materialmen's or other liens to be filed against the Canal or any part thereof for work or materials furnished to Grantee in connection with the the Bridge, and Grantee agrees to indemnify, defend and hold the City harmless from and against the same.

9. Easement Running with Land. This easement and the rights granted herein shall run with the Canal Parcel and the Grantee Property and shall be binding upon the City

and Grantee and its successors and assigns as the owner of the Grantee Parcel, subject to revocation rights as herein described.

10. Amendments. The parties to this Agreement shall only amend this Agreement by a writing executed by the City and Grantee, or its successors and/or assigns, and recorded in the Chatham County, Georgia records. In the event that the Grantee Property is subdivided into building lots and conveyed to individual property owners, said individual property owners shall not be required parties to any amendment. Rather, Grantee, or its successors and/or assigns, as the developer of the Grantee Property, or any "Declarant" under a master declaration of covenants for the Grantee Property may sign said amendment during said Declarant control period, and, thereafter, the property owners association created pursuant to said declaration of covenants may sign any such amendment.

11. Miscellaneous. This easement shall be governed by and construed in accordance with the laws of the State of Georgia. This easement shall not be construed strictly for or against either Grantee or the City. This easement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered
this 23 day of February, 2022
in the presence of:

Genee Higgins
Unofficial Witness

Margaret F Fox
Notary Public

My Commission Expires: 10-3-2022



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

By: Joseph A. Meeder

Name: JOSEPH A. MEEDER

Title: CITY MANAGER

Attest: Mark Massey

Name: Mark Massey

Title: Clerk of Council



Signed, sealed and delivered
this 3rd day of February, 2022
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: 1-9-26

[Notarial Seal]



COBBLESTONE AC, LLC

By: [Signature]

Name: T. Adam Whitmire

Title: Manager

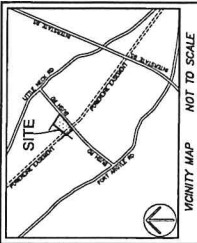
Attest: [Signature]

Name: Ethan Whitmire

Title: Real Estate Intern

EXHIBIT A

Legal Description and Plat of Grantee Parcel



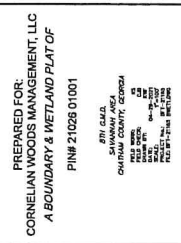
- VICINITY MAP NOT TO SCALE**
- IRON PIPE FOUND
 - IRON PIPE FOUND DISTURBED
 - RAISED IRON FOUND
 - METLAND FLAG
 - CENTERLINE OF DITCH
 - FEMA FLOOD LINES
 - FEMA FLOOD LAKES
 - EDGE OF PARCELS
 - METLANDS
 - PARCEL IDENTIFICATION NUMBER
 - P.O.B.
 - P.O.C.
 - POINT OF COMMENCEMENT

NOTES

- THIS PARCEL APPEARS TO BE IN FLOOD ZONE X (SUSCEPTIBLE TO FLOODING) AS SHOWN ON THE FLOOD HAZARD MAP OF THE COUNTY OF HANCOCK, MAINE, DATED AUGUST 16, 2018.
- SEE ALSO MAINE STATE PLAT PIN# 21028 01001.
- SEE ALSO MAINE STATE PLAT PIN# 21028 01001.
- A TITLE SEARCH WAS NOT PERFORMED AT THE TIME OF THIS SURVEY. ANY UNRECORDED INTERESTS, ENCUMBRANCES, EASEMENTS, OR RIGHTS MAY BE DISCOVERED THROUGH A TITLE SEARCH. THE SURVEYOR DOES NOT GUARANTEE THAT ANY UNRECORDED INTERESTS, ENCUMBRANCES, EASEMENTS, OR RIGHTS WILL BE DISCOVERED THROUGH A TITLE SEARCH.

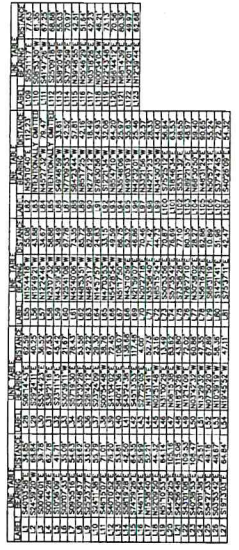
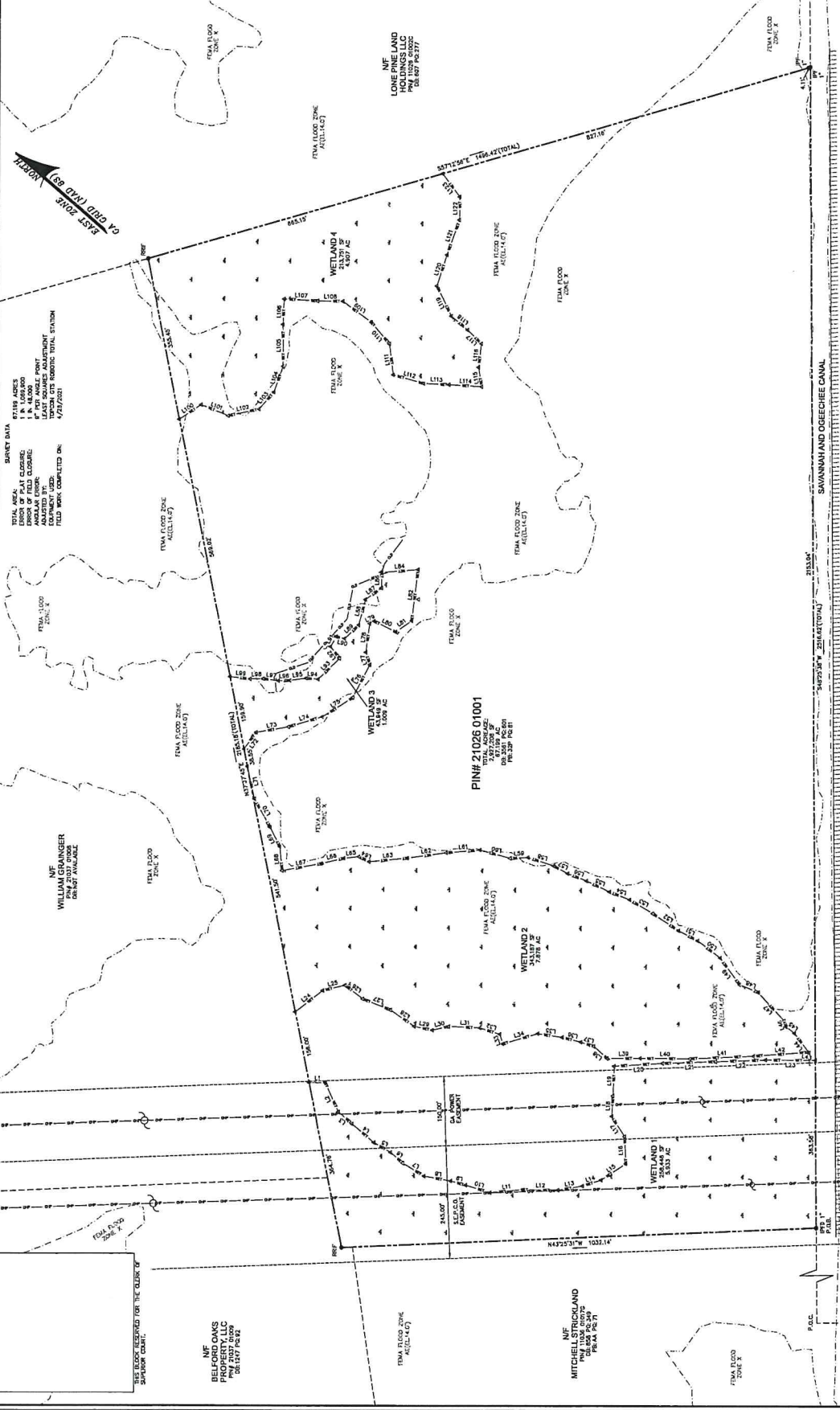
PREPARED FOR:
CORNELIAN WOODS MANAGEMENT, LLC
A BOUNDARY & WETLAND PLAT OF
PIN# 21028 01001

ATLAS SURVEYING, INC.
 44 BROADWAY, SUITE 400
 PORTLAND, ME 04101
 TEL: 603.761.1111
 FAX: 603.761.1112
 WWW.ATLASURVEYING.COM



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 44 BROADWAY, SUITE 400
 PORTLAND, ME 04101
 TEL: 603.761.1111
 FAX: 603.761.1112
 WWW.ATLASURVEYING.COM

DATE: 11/28/2023
PROJECT: BOUNDARY & WETLAND PLAT OF PIN# 21028 01001



ACREAGE CHART

WETLANDS	18,777 AC
UPLANDS	3,077,743 AC
TOTAL	3,096,520 AC

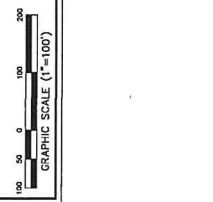
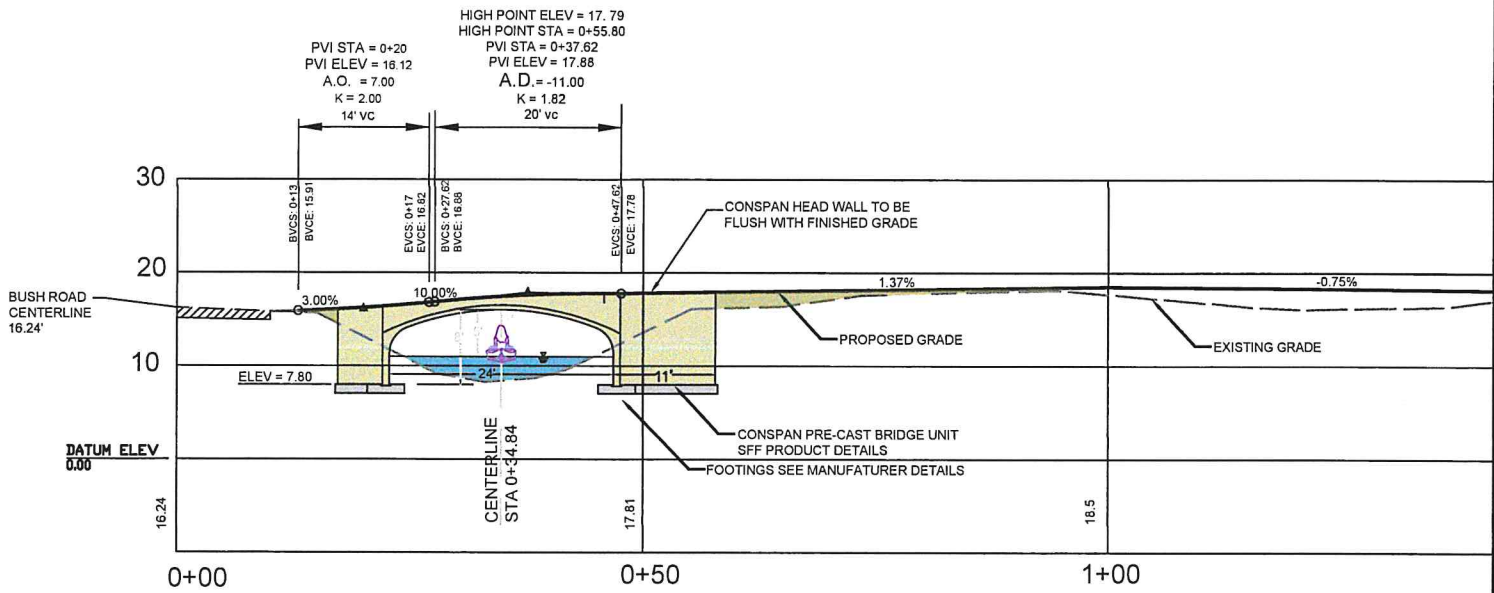


EXHIBIT "B"

Canal Crossing Easement



ROBERTS
 CIVIL ENGINEERING
 ST. SIMONS ISLAND | SAVANNAH
 JACKSONVILLE | CHARLESTON
 WWW.ROBERTSCIVILENGINEERING.COM

REVISIONS

ROBERTS CIVIL ENGINEERING
 801 SEA ISLAND ROAD, SUITE 10
 ST. SIMONS, GA 31522
 912-638-9681 OFFICE
 912-289-0339 FAX

COBBLESTONE SUBDIVISION
 SAVANNAH, GA

CANAL CROSSING EXHIBIT
 PREPARED FOR:
 CITY OF SAVANNAH

DATE: 2021-10-29

PROJECT NUMBER: 20513

DRAWN BY: JLV

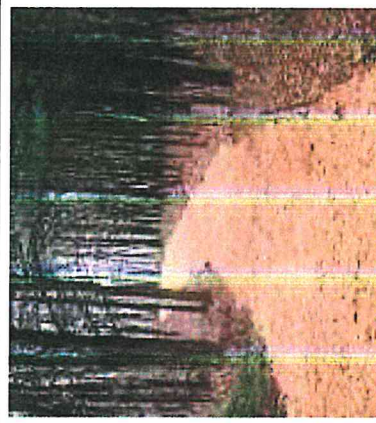
CHECKED BY: JLV

SCALE: 1"=20'

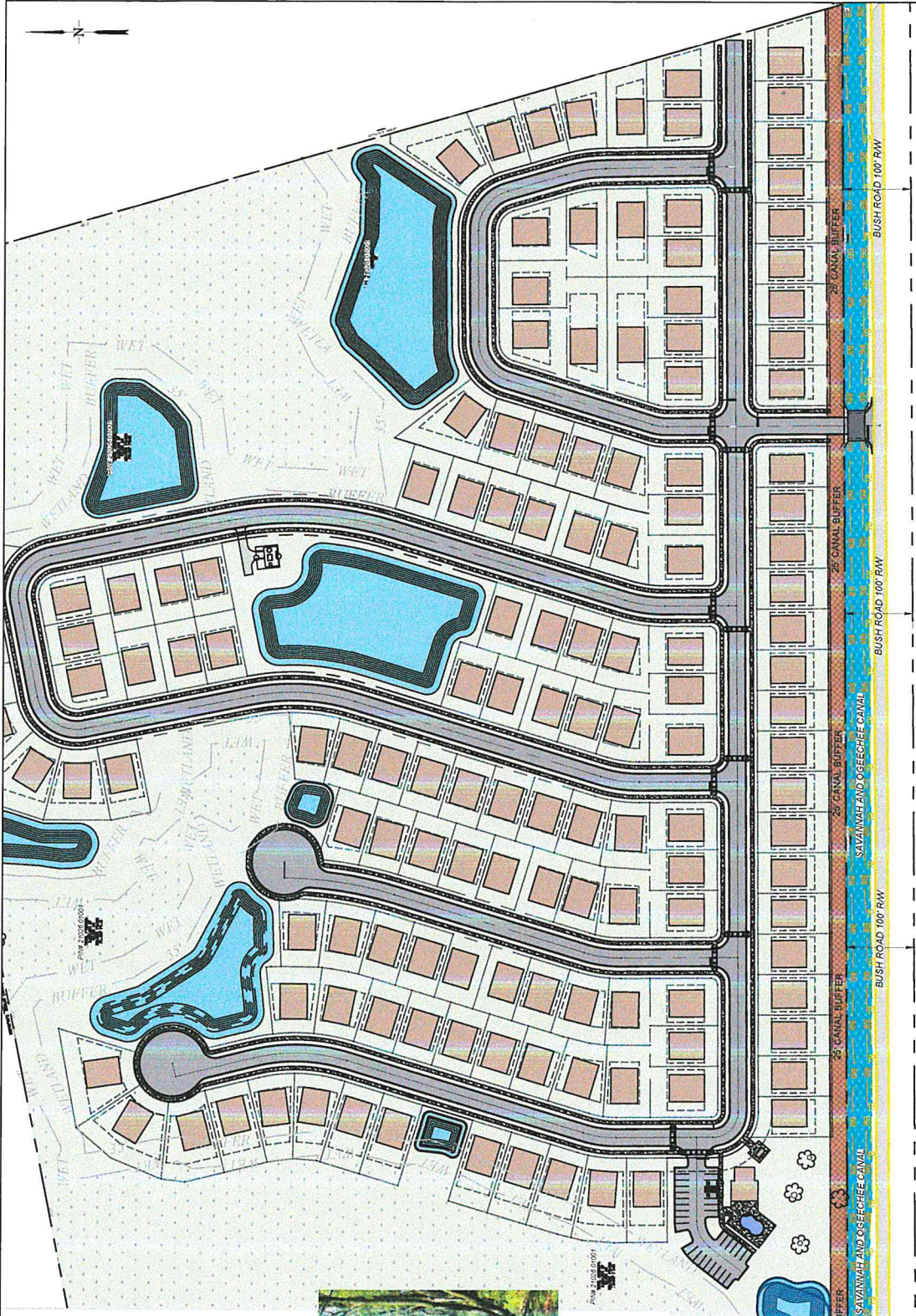


EXHIBIT C

Nature Trail Exhibit and Canal Crossing Exhibit



PEDESTRIAN TRAIL WILL BE LOCATED WITHIN THE 25' CANAL BUFFER. TRAIL WIDTH VARIES FROM 5'-8' AND LOCATION WITHIN THE BUFFER VARIES, TO AVOID TREES.



REVISIONS

ROBERTS CIVIL ENGINEERING
 901 SEA ISLAND ROAD, SUITE 10
 SAVANNAH, GA 31222
 912-358-8666
 912-289-0339 FAX
 WWW.ROBERTSCIVILENGINEERING.COM



COBBLESTONE SUBDIVISION
 SAVANNAH, GA
 TRAIL EXHIBIT
 PREPARED FOR:
 COBBLESTONE DEVELOPMENT

DATE: 2021-12-16
 PROJECT NUMBER: 20513
 DRAWN BY: JLV
 CHECKED BY: JLV
 SCALE: 1"=150'



SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME The Mayor and Alderman of the City of Savannah				Exempt Code If no exempt code enter NONE	
MAILING ADDRESS (STREET & NUMBER) 2 East Bay St				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Savannah, GA 31402 USA		DATE OF SALE 2/23/2022		1A. Estimated fair market value of Real and Personal property	
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	
BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME Cobblestone AC, LLC				3. Amount of liens and encumbrances not removed by transfer	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 2255 Buford Hwy Suite 250				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Buford, GA 30518 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY CHATHAM		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 21026 01001	
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None