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July 24, 2018

VIA U.S. MAIL AND EMAIL: bstillwell@savannahga.gov

Mr. W. Brooks Stillwell, III
Gamble Building
6 E. Bay Street, 3rd Floor
Savannah, GA 31401

RE: SRL Land Venture, LLC

Dear Brooks:

As you may recall, SRL Land Venture LLC granted a Tie-Back Anchor Easement to the City of Savannah on September 20, 2017. For your convenience, I have attached a copy of the 2017 Tie-Back Anchor Easement Agreement which was recorded in Deed Book 1179, Page 131, Chatham County records.

SRL Land Venture would like to make certain improvements within the 80 foot easement at the western end of the Savannah River Landing. We are satisfied that reducing the 80 foot easement area will not materially change the intent of the original easement agreement which permitted certain above ground improvements in the easement area.

I am enclosing for your review a First Amendment to the Tie-Back Anchor Easement Agreement. As you can see from Exhibit B to the Agreement, we are requesting that the easement area be reduced to allow for a terrace to be constructed at grade level and for roof and balcony structures above grade level.

Please submit this to City Council for consideration as soon as practical. We would like to receive City approval before financing is put in place and is secured by the real estate in question.

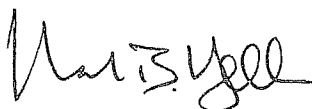
W. Brooks Stillwell. III

July 24, 2018

Page 2

Please call me if you have any questions or comments.

Very truly yours,



Harold B. Yellin

HBV/dd

Enclosures

Cc: Robert Hernandez (via email) rhernandez@savannahga.gov
David Keating (via email) dkeating@savannahga.gov
Sean Brandon (via email) sbrandon@savannahga.gov
Pete Shonka (via email) pshonka@savannahga.gov
Trent Germano (via email) trent@atgermano.com
Ian Smith (via email) ismith@marinergroup.us
Henry Spain (via email) hspain@marinergroup.us
Reid Freeman (via email) rfreeman@regentpartners.com
Andrew Allman (via email) andrewallman@regentpartners.com
James Feldman (via email) jfeldman@regentpartners.com
Ryan Smith (via email) smith.r@thomas-hutton.com
David Williams (via email) david@sheleyhall.com



Doc ID: 030606210011 Type: EASE
 Recorded: 09/21/2017 at 11:50:08 AM
 Fee Amt: \$30.00 Page 1 of 11
 Chatham, Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court
 BK 1179 PG 131-141

After recording, return to:
 Harold B. Yellin
 HUNTER, MACLEAN, EXLEY & DUNN, P.C.
 200 East Saint Julian Street
 Savannah, Georgia 31401

STATE OF GEORGIA)
)
)
 COUNTY OF CHATHAM)

**TIE-BACK ANCHOR EASEMENT
 AGREEMENT**

THIS TIE-BACK ANCHOR EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 20th day of SEPTEMBER, 2017 by **SRL LAND VENTURE LLC**, a Georgia limited liability company ("Grantor"), in favor of **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia ("Grantee") (Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS:

WHEREAS, Grantor, subject to riparian rights of the State of Georgia, is the owner of that certain real property and improvements thereto located in Chatham County, Georgia, being more particularly described on Exhibit A attached hereto (the "Grantor Parcel").

WHEREAS, in order to secure the riverwalk, located on the northern boundary of the Grantor Parcel ("the Riverwalk"), Grantee must construct and maintain along a portion of the Grantor Parcel certain subterranean support anchors and tiebacks (collectively, "Tiebacks") for the purpose of providing lateral and subjacent support essential for the use and operation of the Riverwalk.

WHEREAS, Grantor desires to grant Grantee an easement for Tiebacks for the Riverwalk to be constructed on the Grantor Parcel. The area on, over, above and below the portion of the Grantor Parcel in which said easement will be located is depicted on Exhibit B attached hereto as "80' Bulkhead Anchor Easement" (the "Easement Area").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, Ten Dollars

(\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE I. TIE-BACK ANCHOR EASEMENT

1.1 Tie-Back Anchor Easement over and under Grantor Parcel. Grantor does hereby declare, create, establish and convey, for the benefit of Grantee, a non-exclusive easement on, over and below the Easement Area (the "Easement") solely for the purpose of maintaining, repairing or replacing the Tiebacks to support the Riverwalk; provided that in the event of replacing any tiebacks, such locations of the Tiebacks shall not unreasonably interfere with Grantor's use of the Grantor Parcel. Grantee, at its sole cost and expense, shall promptly repair any damage to Grantor's parcel caused by the maintenance, repair, or replacement of the Tiebacks. Grantee shall maintain, repair and replace the Tiebacks in a good and workmanlike manner and in compliance with all applicable permits, building codes, zoning requirements and all other applicable laws, ordinances, rules and regulations.

1.2 Grantor's Rights: Grantor shall retain all other customary incidents and rights of ownership with respect to the Easement Area, specifically including, but not limited to, the right to use the Easement Area in any manner not conflicting with or impairing the Easement rights granted hereby to Grantee. Grantee's right of access and maintenance shall not unreasonably interfere with the operations of the Grantor on the Grantor Parcel and Grantee agrees that Grantor shall retain reasonable use of the Easement Area, including but not limited to the right to use the surface area above the Easement Area for signage, fencing, sidewalks and landscaping. Grantee further agrees to restore the surface of the Easement Area and any above ground surface improvements to their original condition if damaged as a result of Grantee's activities with respect to the Easement. Upon Grantee's failure to perform pursuant to this Section 1.2, Grantor may do so at the sole expense and cost of Grantee.

ARTICLE II. GRANTEE USE REQUIREMENTS

2.1 Compliance with Laws. Grantee shall comply with all applicable laws, codes and regulations when exercising any of the rights or performing any of the obligations described herein.

2.2 Environmental Requirements. In connection with its activities on the Easement Area, Grantee shall not use, and Grantee shall cause each of its employees, agents, invitees and contractors, to not use, any Hazardous Materials (as defined below) on, over, above or below the Grantor Property in violation of any applicable law, rule, regulation, code or ordinance (collectively, "Hazardous Materials Laws"), including, without limitation, any such Hazardous Materials Laws that cover the storage, handling, release, emission, discharge, generation, abatement, disposition or transportation thereof. Grantee shall, at its sole cost and expense, comply, and shall use commercially reasonable efforts to cause each of its employees, agents, invitees and contractors, to comply, with all applicable Hazardous Materials Laws. As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which are (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant" or any other terms comparable to the

foregoing terms under any provision of state law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; or (5) radioactive materials.

2.3 Suitability of Easement Area. Grantor makes no representations or warranties with respect to the current physical condition of the Grantor Property, including the Easement Area. Grantee's use of the Easement Area pursuant to this Agreement shall be with the Grantor Property in its "AS-IS" physical condition.

ARTICLE III. MISCELLANEOUS

3.1 Duration; No Use Restrictions. The Easement created by this Agreement shall be perpetual and shall remain in full force and effect until and unless terminated as required by law or with the consent of the Parties (or their successors-in-title, if applicable). The Parties expressly acknowledge and agree that the purpose of this Agreement is the grant, conveyance and establishment of the easement, rights and privileges set forth herein.

3.2 Binding Agreement. The Easement established and created by this Agreement is intended and understood to run with the title to the Grantor Parcel and, except as may be provided for elsewhere in this Agreement, the provisions of this Agreement shall apply to, inure to the benefit of and bind the Parties and their respective successors-in-title, including, without limitation, any mortgagee or grantee under security deed acquiring an interest in any portion of the property that is the subject of this Agreement or any improvements thereon by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale, and the rest of the Benefited Parties.

3.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

3.4 Recording and Filing. This Agreement shall be recorded in the Office of the Clerk of Court of the County of Chatham, State of Georgia, or in such other office as may at the time be provided by law as the proper place for recordation thereof.

3.5 Constructive Notice and Acceptance; Transfer. Every Person who now owns or hereafter acquires any right, title, estate, or other interest in or to any of the real property described herein, or any part thereof, is and shall be conclusively deemed to have consented and agreed to each of the easements and covenants created hereby and to all other terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such interest was acquired. Should ownership of all or any part of any of the real property described in this Agreement be transferred, then the transferor shall thereafter have no further liability for performance of any obligation relating to such transferred land and arising under this Agreement, except to the extent that such obligation accrued during the period of its ownership of such transferred land, and the transferee shall by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement.

3.6 Notices. Except for legal process, which may also be served as by law provided, any notice or communication required or permitted hereunder shall be in writing and shall be sent either by: (a) personal delivery service with charges therefor billed to shipper; (b) nationally recognized overnight delivery service (such as Federal Express, United Parcel Service, etc.) with charges therefor billed to shipper; or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Any notice or communication which cannot be delivered because of failure to provide notice of a change of address as herein provided or for which delivery is refused shall be deemed to have been given and received on the date of attempted delivery.

3.7 Interpretation. No provision of this Agreement shall 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 such provision.

3.8 Governing Law. This Agreement and the obligations of the Parties hereunder shall 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 such provision to any Person, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to any Person or circumstance, other than the Person or circumstance to which it is held invalid, shall not be affected thereby. In the event of any conflict between any provision of any requirement of any governmental entity having jurisdiction over the real property described in this Agreement, or any portion thereof, and any provision of this Agreement, the more restrictive provision shall be controlling.

3.9 Amendment; Custom or Practice; No Waiver. Except as may be provided for elsewhere in this Agreement, this Agreement may not be amended so as to modify the rights or obligations relating to any of the real property described herein without the prior written consent of each of the parties hereto. No failure of Grantor or Grantee to exercise any power or right granted by this Agreement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such right or power or a waiver of the right of any such Party to demand exact compliance with the terms hereof. No waiver of any right or obligation created or arising under this Agreement shall be binding upon Grantor or Grantee unless such waiver is in writing and signed by the party against whom enforcement thereof is sought.

3.10 Easement Only. Neither Grantor nor Grantee intends for this Agreement or the easement granted herein to convey fee simple title to the property that is subject to the easement.

[BALANCE OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered this 15th day of September, 2017, in the presence of:

GRANTOR:

SRL LAND VENTURE LLC,
a Georgia limited liability company

I. B. Yee
Witness

By: [Signature]
Name:
Title:

[SEAL]

Amanda Stanford
Notary Public

My Commission Expires: 10-16-19

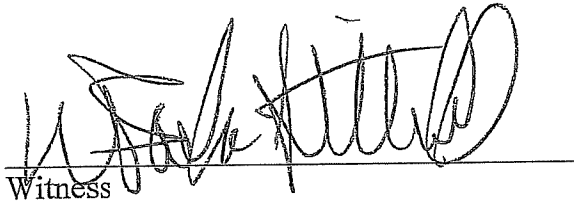
(AFFIX NOTARIAL SEAL)

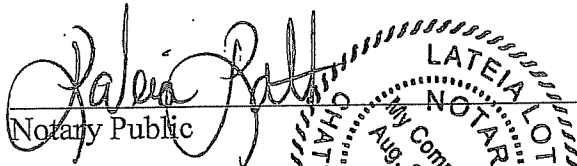
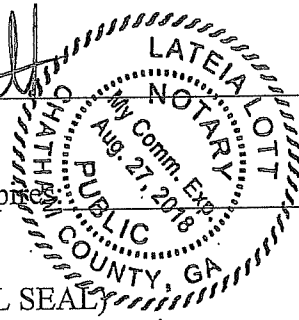


(Signatures Continue on Following Page)

IN WITNESS WHEREOF, Grantee has executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered this 31
day of AUGUST, 2017,
in the presence of:


Witness


Notary Public
My Commission Expires

(AFFIX NOTARIAL SEAL)

GRANTEE:

**THE MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH, GEORGIA,**
a municipal corporation organized and existing
under the laws of the State of Georgia

By: 
Name: ROBERTO HERNANDEZ
Title: CITY MANAGER

Grantee's Address for Notices:

EXHIBIT "A"

GRANTOR'S PROPERTY

Exhibit "A"

Legal Description

PROPERTY DESCRIPTION

Parcel 1

43.853 ACRES

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 2nd G.M.D., LAMAR WARD, CITY OF SAVANNAH, CHATHAM COUNTY, STATE OF GEORGIA, AND BEING MORE FULLY DEPICTED AND SHOWN ON THAT CERTAIN RECOMBINATION AND MAJOR SUBDIVISION OF SAVANNAH RIVER LANDING BY THOMAS & HUTTON ENGINEERING CO., DATED AUGUST 8, 2017, RECORDED IN PLAT BOOK 51, PAGE 146 CHATHAM COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF PRESIDENT STREET (VARIABLE RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF GENERAL McINTOSH BOULEVARD (VARIABLE RIGHT OF WAY); THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE OF GENERAL McINTOSH BOULEVARD 406.18 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 503.38 FEET, A CHORD BEARING OF N 50°51'50" W AND A CHORD DISTANCE OF 395.25 FEET TO A 3/4" IRON PIPE; THENCE N 24°05'53" W A DISTANCE OF 204.82 FEET TO A 3/4" IRON PIPE; THENCE N 16°59'55" E A DISTANCE OF 252.13 FEET TO A 3/4" IRON PIPE; THENCE N 16°59'55" E A DISTANCE OF 25.97 FEET TO A 3/4" IRON PIPE; THENCE N 13°25'32" E A DISTANCE OF 70.06 FEET TO A 5/8" IRON REBAR; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE N 18°10'53" E A DISTANCE OF 30.01 FEET TO A 3/4" IRON PIPE; THENCE N 16°37'24" E A DISTANCE OF 200.00 FEET TO A 3/4" IRON PIPE; THENCE S 73°19'17" E A DISTANCE OF 20.03 FEET TO A 3/4" IRON PIPE; THENCE N 16°41'36" E A DISTANCE OF 40.00 FEET TO A 3/4" IRON PIPE; THENCE N 73°18'24" W A DISTANCE OF 15.99 FEET TO A 3/4" IRON PIPE; THENCE N 22°27'36" E A DISTANCE OF 10.05 FEET TO A 5/8" IRON REBAR; THENCE N 17°02'30" E A DISTANCE OF 294.01 FEET TO A POINT; THENCE S 78°23'39" E A DISTANCE OF 7.01 FEET TO A POINT; THENCE S 12°36'08" E A DISTANCE OF 3.98 FEET TO A POINT; THENCE S 17°59'04" W A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 75°42'20" E A DISTANCE OF 25.18 FEET TO A POINT AT THE INTERSECTION OF THE PROPERTY OF THE STATE OF GEORGIA BEING FILL AREA WEST; THENCE ALONG THE PROPERTY OF THE STATE OF GEORGIA BEING FILL AREA WEST, S 75°42'20" E A DISTANCE OF 19.33 FEET TO A POINT; THENCE S 74°50'54" E A DISTANCE OF 134.76 FEET TO A POINT; THENCE S 74°04'51" E A DISTANCE OF 124.78 FEET TO A POINT; THENCE S 74°23'33" E A DISTANCE OF 138.88 FEET TO A POINT; THENCE S 74°09'42" E A DISTANCE OF 128.42 FEET TO A POINT; THENCE S 74°39'10" E A DISTANCE OF 128.23 FEET TO A POINT; THENCE S 73°58'50" E A DISTANCE OF 70.52 FEET TO A POINT; THENCE S 74°20'34" E

A DISTANCE OF 31.52 FEET TO A POINT; THENCE S 82°54'16" E A DISTANCE OF 30.99 FEET TO A POINT; THENCE S 87°19'42" E A DISTANCE OF 124.11 FEET TO A POINT; THENCE S 87°13'26" E A DISTANCE OF 38.66 FEET TO A POINT; THENCE S 03°01'45" W A DISTANCE OF 38.23 FEET TO A POINT; THENCE LEAVING THE AFORESAID PROPERTY OF THE STATE OF GEORGIA BEING FILL AREA WEST, S 03°01'45" W A DISTANCE OF 139.29 FEET TO A POINT LYING AND BEING ON THE NORTHERN END OF A 25 FOOT LANE; THENCE CONTINUING ALONG THE AFORESAID LANE RIGHT OF WAY S 86°58'13" E A DISTANCE OF 2.00 FEET TO A POINT; THENCE S 03°01'45" W A DISTANCE OF 395.50 FEET TO A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF A 25 FOOT LANE AND THE NORTHERLY RIGHT OF WAY LINE OF BRYAN STREET (48' RIGHT OF WAY); THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE OF BRYAN STREET S 86°58'15" E A DISTANCE OF 830.27 FEET TO A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE BILBO CANAL (VARIABLE RIGHT OF WAY) AND THE NORTHERLY RIGHT OF WAY LINE OF BRYAN STREET; THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE OF THE BILBO CANAL S 19°07'27" W A DISTANCE OF 49.96 FEET TO A 3/4" IRON PIPE; THENCE S 19°07'27" W A DISTANCE OF 245.00 FEET TO A 3/4" IRON PIPE; THENCE S 70°52'33" E A DISTANCE OF 12.00 FEET TO A 3/4" IRON PIPE; THENCE S 19°07'27" W A DISTANCE OF 335.50 FEET TO A 3/4" IRON PIPE; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE OF THE BILBO CANAL N 73°01'14" W A DISTANCE OF 231.21 FEET TO A 3/4" IRON PIPE; THENCE S 18°16'26" W A DISTANCE OF 290.30 FEET TO A CONCRETE MONUMENT LYING AND BEING ALONG THE NORTHERLY RIGHT OF WAY LINE OF PRESIDENT STREET (VARIABLE RIGHT OF WAY); THENCE S 20°40'39" W A DISTANCE OF 10.12 FEET TO A 3/4" IRON PIPE; THENCE N 73°04'42" W A DISTANCE OF 453.18 FEET TO A 3/4" IRON PIPE; THENCE N 72°58'41" W A DISTANCE OF 348.18 FEET TO A CONCRETE MONUMENT; THENCE N 01°15'17" W A DISTANCE OF 3.95 FEET TO A CONCRETE MONUMENT; THENCE N 69°08'51" W A DISTANCE OF 211.44 FEET TO A 5/8" IRON REBAR; THENCE N 73°58'48" W A DISTANCE OF 180.19 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 1,910,229 SQUARE FEET OR 43.853 ACRES OF LAND.

Parcel 2
12.059 ACRES

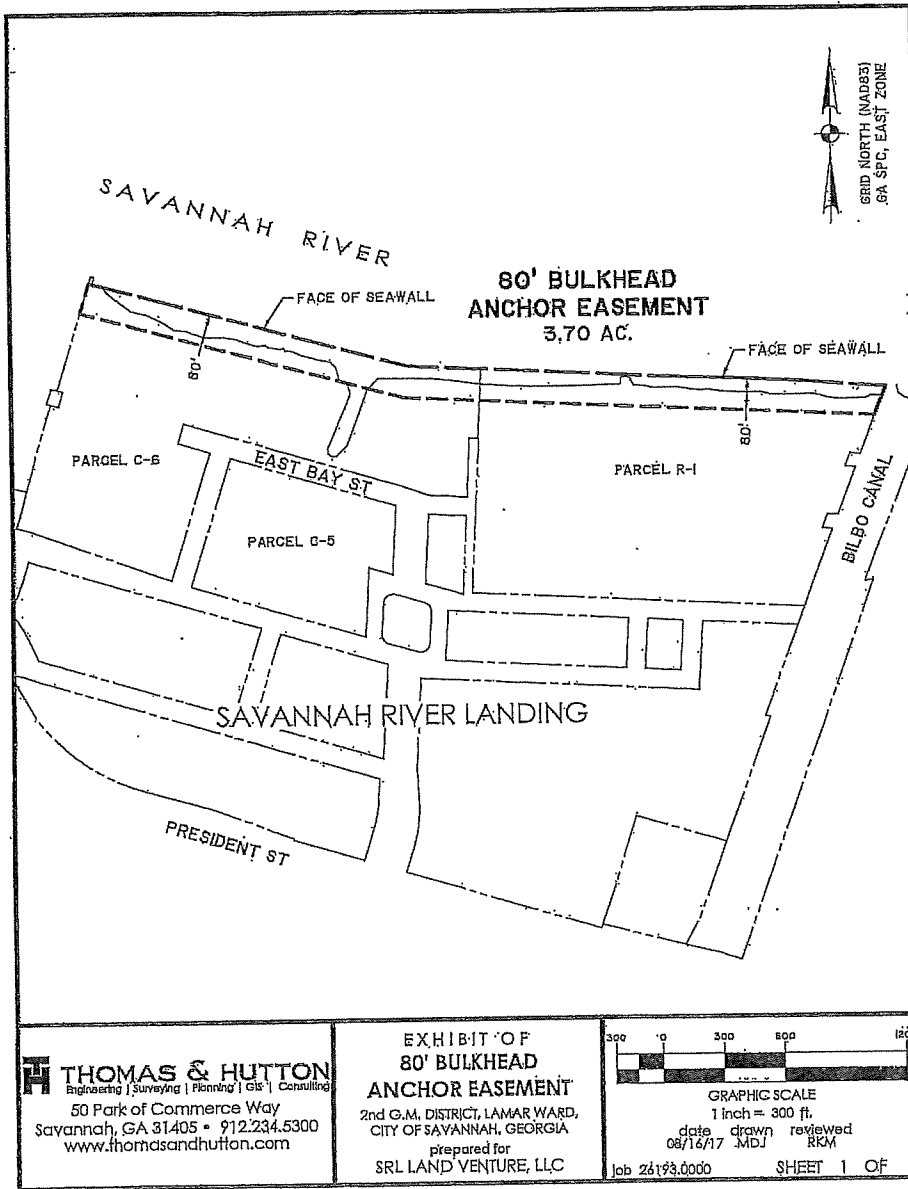
ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 2nd G.M.D., LAMAR WARD, CITY OF SAVANNAH, CHATHAM COUNTY, STATE OF GEORGIA, AND BEING MORE FULLY DEPICTED AND SHOWN ON THAT CERTAIN RECOMBINATION AND MAJOR SUBDIVISION OF SAVANNAH RIVER LANDING BY THOMAS & HUTTON ENGINEERING CO., DATED AUGUST 8, 2017, RECORDED IN PLAT BOOK 51, PAGE 146 CHATHAM COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF PRESIDENT STREET (VARIABLE RIGHT OF

WAY) AND THE WESTERLY RIGHT OF WAY LINE OF THE BILBO CANAL (VARIABLE RIGHT OF WAY); THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE OF PRESIDENT STREET AND CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE OF THE BILBO CANAL N 27°27'56" E A DISTANCE OF 77.38 FEET TO A 3/4" IRON PIPE; THENCE N 19°07'27" E A DISTANCE OF 540.45 FEET TO A 3/4" IRON PIPE; THENCE N 70°52'33" W A DISTANCE OF 12.00 FEET TO A 3/4" IRON PIPE; THENCE N 19°07'27" E A DISTANCE OF 294.96 FEET TO A 3/4" IRON PIPE AND THE POINT OF BEGINNING,

THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE OF THE BILBO CANAL AND CONTINUING ON WHAT IS NOW OR FORMERLY THE NORTHERLY RIGHT OF WAY LINE OF BRYAN STREET (48' RIGHT OF WAY) N 86°58'15" W A DISTANCE OF 830.27 FEET TO A 3/4" IRON PIPE; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE OF BRYAN STREET AND CONTINUING ON WHAT IS NOW OR FORMERLY THE EASTERLY RIGHT OF WAY LINE OF A 25' LANE N 03°01'45" E A DISTANCE OF 395.50 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY END OF THE AFORESAID LANE N 86°58'13" W A DISTANCE OF 2.00 FEET TO A POINT; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE N 03°01'45" E A DISTANCE OF 139.29 FEET TO A POINT AT THE INTERSECTION OF THE PROPERTY OF THE STATE OF GEORGIA BEING FILL AREA EAST; THENCE ALONG THE PROPERTY OF THE STATE OF GEORGIA BEING FILL AREA EAST, N 03°01'45" E A DISTANCE OF 38.23 FEET TO A POINT; THENCE S 87°13'26" E A DISTANCE OF 91.31 FEET TO A POINT; THENCE S 86°50'17" E A DISTANCE OF 125.71 FEET TO A POINT; THENCE S 87°03'42" E A DISTANCE OF 129.99 FEET TO A POINT; THENCE S 87°19'08" E A DISTANCE OF 134.16 FEET TO A POINT; THENCE S 87°18'27" E A DISTANCE OF 60.51 FEET TO A POINT; THENCE S 88°03'24" E A DISTANCE OF 64.81 FEET TO A POINT; THENCE S 87°32'29" E A DISTANCE OF 60.36 FEET TO A POINT; THENCE S 86°55'54" E A DISTANCE OF 65.27 FEET TO A POINT; THENCE S 86°44'41" E A DISTANCE OF 66.54 FEET TO A POINT; THENCE S 85°29'15" E A DISTANCE OF 65.15 FEET TO A POINT; THENCE S 85°07'53" E A DISTANCE OF 92.62 FEET TO A POINT; THENCE S 86°57'54" E A DISTANCE OF 52.30 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF BILBO CANAL; THENCE CONTINUING ALONG AFORESAID RIGHT OF WAY LINE S 20°26'47" W A DISTANCE OF 25.27 FEET TO A POINT; THENCE LEAVING AFORESAID PROPERTY OF THE STATE OF GEORGIA BEING FILL AREA EAST, S 20°26'47" W A DISTANCE OF 159.05 FEET TO A 3/4" IRON PIPE; THENCE N 86°58'15" W A DISTANCE OF 26.20 FEET TO A 3/4" IRON PIPE; THENCE S 20°26'47" W A DISTANCE OF 36.16 FEET TO A 3/4" IRON PIPE; THENCE S 86°58'15" E A DISTANCE OF 26.20 FEET TO A 3/4" IRON PIPE; THENCE S 20°26'47" W A DISTANCE OF 128.39 FEET TO A 3/4" IRON PIPE; THENCE N 86°58'15" W A DISTANCE OF 26.20 FEET TO A 3/4" IRON PIPE; THENCE S 20°26'47" W A DISTANCE OF 38.86 FEET TO A 3/4" IRON PIPE; THENCE S 86°58'15" E A DISTANCE OF 26.20 FEET TO A 3/4" IRON PIPE; THENCE S 20°26'47" W A DISTANCE OF 90.74 FEET TO A 3/4" IRON PIPE; THENCE S 19°07'27" W A DISTANCE OF 119.52 FEET TO A 3/4" IRON PIPE ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 525,293 SQUARE FEET OR 12.059 ACRES OF LAND.

EXHIBIT "B"
DEPICTION OF EASEMENT AREA



THOMAS & HUTTON
 Engineering | Surveying | Planning | GIS | Consulting
 50 Park of Commerce Way
 Savannah, GA 31405 • 912.234.5300
 www.thomasmh.com

EXHIBIT OF
**80' BULKHEAD
 ANCHOR EASEMENT**
 2nd G.M. DISTRICT, LAMAR WARD,
 CITY OF SAVANNAH, GEORGIA
 prepared for
 SRL LAND VENTURE, LLC

300 0 300 600 1200
 GRAPHIC SCALE
 1 inch = 300 ft.
 date drawn reviewed
 08/16/17 .MDJ/ RKM
 Job 26193.0000 SHEET 1 OF 1

PREPARED BY & RETURN TO:
Harold B. Yellin
Hunter, Maclean, Exley & Dunn
Post Office Box 9848
Savannah, GA 31412

PLEASE CROSS REFERENCE TO:
Deed Book 1179, page 131

FIRST AMENDMENT TO
TIE-BACK ANCHOR EASEMENT AGREEMENT

This FIRST AMENDMENT TO TIE-BACK ANCHOR EASEMENT (“First Amendment”) is made this ___ day of _____, 2018 (“Effective Date”) by SRL LAND VENTURE, LLC, a Georgia limited liability company (“Grantor”) and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation organized and existing under the laws of the State of Georgia (“Grantee”) (Grantor and Grantee are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, Grantor and Grantee entered into that certain Tie-Back Anchor Easement Agreement (“Easement Agreement”) dated September 20, 2017, and recorded in Deed Book 1179, Page 131;

WHEREAS, Grantor and Grantee acknowledge and agree that the Easement Agreement contemplated an easement area that ran along the face of the seawall and extended in a southerly direction a distance of eighty feet (80’) as more particularly shown and described as the “80’ bulkhead anchor easement” in Exhibit B to the Easement Agreement (“Easement Area”); and

WHEREAS, Grantor and Grantee desire to amend the Easement Agreement and to redefine the Easement Area as described therein.

NOW, THEREFORE, the undersigned Parties, intending to be legally bound, do hereby amend this Easement Agreement, as follows:

1. Exhibit. Grantor and Grantee do hereby amend the Easement Agreement in order to redefine the Easement Area. Exhibit B attached to the Easement Agreement shall be deleted in its entirety and, in lieu thereof, the exhibit attached to this First Amendment shall become Exhibit B to the Easement Agreement as if it were originally attached thereto.

2. Improvements. Grantor and Grantee do hereby agree (i) that Grantor may make certain improvements in an area previously shown as the Easement Area; and (ii) that such improvements shall include a terrace at grade level and roof and balcony features of certain building improvements to be located on Parcel C-6A as shown and described on that certain plat captioned "Minor Subdivision of Parcel C-6 Being a Portion of Eastern Wharf" dated June 26, 2018 and recorded in Plat Book 5, Page 499, Chatham County Records.
3. Conflict. In the event of a conflict between the terms and conditions of this First Amendment and the Easement Agreement, the terms and conditions of this First Amendment shall control. In all other respects, the terms and conditions of the Easement Agreement shall be in full force and effect.

[Signatures begin on following page]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered this _____
day of _____, 2018,
in the presence of:

GRANTOR:

SRL LAND VENTURE LLC,
a Georgia limited liability company

Witness

By: _____
Name:
Title:

Notary Public

My Commission Expires: _____

(AFFIX NOTARIAL SEAL)

(Signatures Continue on Following Page)

IN WITNESS WHEREOF, Grantee has executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered this _____
day of _____, 2018,
in the presence of:

GRANTEE:

**THE MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH, GEORGIA,**
a municipal corporation organized and existing
under the laws of the State of Georgia

Witness

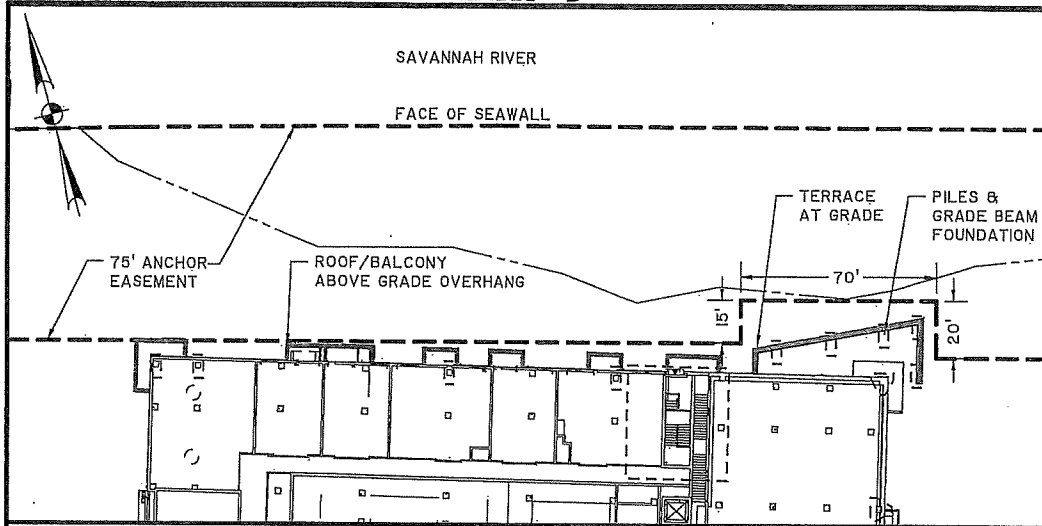
By: _____
Name:
Title:

Notary Public

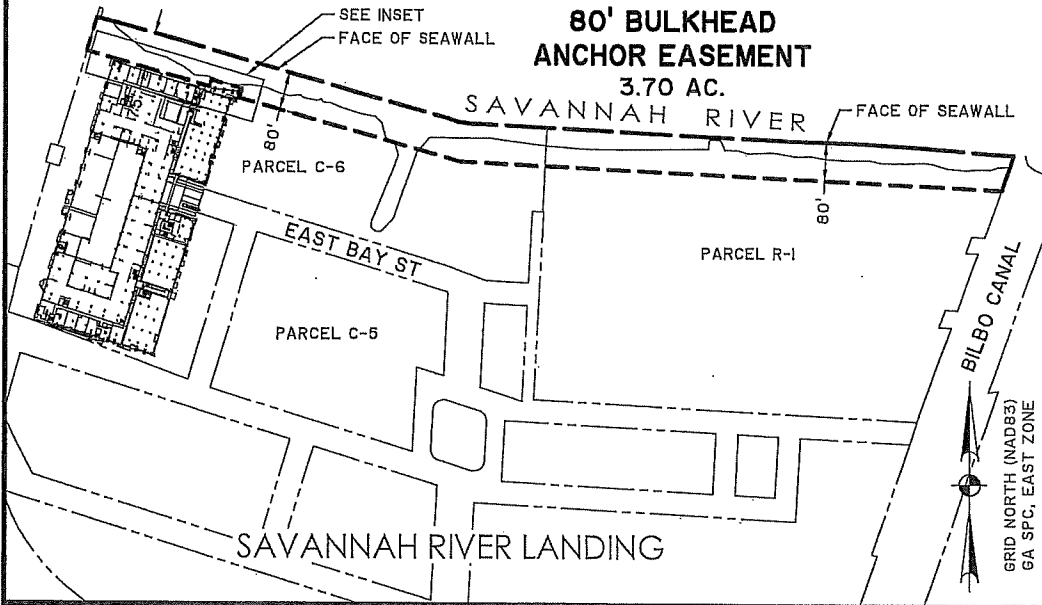
My Commission Expires: _____

(AFFIX NOTARIAL SEAL)

EXHIBIT "B"



INSET
SCALE: 1"=50'



THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

EXHIBIT OF
**80' BULKHEAD
ANCHOR EASEMENT**
2nd G.M. DISTRICT, LAMAR WARD,
CITY OF SAVANNAH, GEORGIA
prepared for
SRL LAND VENTURE, LLC



GRAPHIC SCALE
1 inch = 300 ft.
date drawn reviewed
07/10/18 JPM RMS

job 26193.0000 SHEET 1 OF 1