

**STATE OF GEORGIA**

**SAVANNAH, CHATHAM COUNTY, GEORGIA**

**AMENDMENT NO. 1 TO  
WATER AND SEWER AGREEMENT  
FOR SAVANNAH ECONOMIC  
DEVELOPMENT AUTHORITY**

THIS AGREEMENT AMENDMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation and existing under the laws of the State of Georgia, (hereinafter referred to as the “City”) and the **SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY**, (hereinafter referred to as “SEDA”):

WHEREAS, the City and SEDA have entered into a Water and Sewer Agreement for the development of a certain property along Old River Road in Savannah, Georgia, consisting of approximately 631.5 acres of land, hereinafter referred to as the “Savannah Manufacturing Center” or “SMC”, dated June 21, 2018, (the “Water and Sewer Agreement”), which provides for the construction of certain extensions to the City’s water and sewer system and upon completion thereof, after the fulfillment of certain conditions, the City will take over ownership and operation of said water and sewer system extensions, and

WHEREAS, the Water and Sewer Agreement contemplated certain regional water and sewer improvements that would be constructed in three (3) phases, timed with development needs and water/sewer demands of the area, and SEDA would construct the Phase 1 infrastructure, which consists of improvements within SEDA’s property, (hereinafter referred to as the “On-Site Improvements”). Phases 2 and 3 water and sewer infrastructure and extensions will consist of proposed regional improvements to serve the larger development area, (hereinafter be referred to as the “Off-Site Improvements”). Exhibit 1, attached to and made part of this Amendment, depicts the proposed water and sewer infrastructure and phasing described herein, and

WHEREAS, the Water & Sewer Agreement provides that the City shall reimburse SEDA for the construction of Phase 1 On-Site water and sewer infrastructure with capacity in excess of that necessary for the SMC in a proportionate percentage equal to 45% of the actual cost of construction, but not to exceed \$3,200,000, and that SEDA may elect to have said reimbursement made as a direct payment or set aside as credits against future Capital Cost Recovery Fees owned to the City as each customer connects to the water and sewer systems, and

WHEREAS, Phase 1 water and sewer system improvement plans are complete, and bids received resulting in an increase to the Phase 1 budget, and whereas Phase 2 Off-Site improvements are needed to provide water and sewer service to the Savannah Manufacturing Center and future development in adjoining Blich-Newton Tracts and New Hampstead;

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and benefits to the parties, the City and SEDA agree as follows:

1. SEDA will pay for and procure the services of a qualified engineer to prepare the survey, design, and permitting for the Phase 1, 2, and 3 infrastructure improvements (as depicted in Exhibit 1). Based on planning efforts to date, the City and SEDA anticipate the Phase 2 Off-Site improvements will include a 30-inch water main and 24-inch sewer force main from SMC (through an existing utility easement on the tract of land referred to as "R-13" of New Hampstead) to existing connection points along Highgate Boulevard, and elevated water storage tank within SMC. SEDA also agrees that SEDA's Engineer will prepare and provide to the City recordable plats for the proposed "Off-Site Improvements" utility easements, which will be owned and maintained by the City. The City agrees to accept all existing easements recorded and dedicated for the Phase 2 improvements. Furthermore, the City agrees to be

responsible for obtaining any easements required for Phase 3 improvements, including all legal fees, land acquisition costs, and other fees that are associated with easement acquisition.

2. The City's Phase 1 On-Site water and sewer reimbursement maximum will hereby increase to \$4,060,000. The City will provide said reimbursement in the form of credits against future Capital Cost Recovery Fees owed to the City as each customer connects to the water and sewer systems.
3. Both parties agree that SEDA will be responsible for the construction cost of the Phase 2 elevated water tank. The City agrees, that upon completion and acceptance of the tank construction, to take over ownership and operation of said elevated water tank. SEDA agrees to provide a site within the SMC for the elevated tank and will convey said site to the City.
4. SEDA will advertise and receive bids for the construction of Phase 2 "Off-Site Improvements", which will consist of the proposed elevated tank to provide fire protection and water storage as well as the extension of a water main and force main from the Savannah Manufacturing Center property line, through "R-13", and connections to existing City infrastructure within New Hampstead. SEDA agrees to perform the advertisement and bid process in accordance with State of Georgia procurement procedures for publicly bid public works projects. For construction of Phase 2 "Off-Site Improvements", SEDA agrees to accept responsibility for the administration of the construction contract(s) with the selected contractor(s) and agrees to require the awarded contracts to be paid via monthly construction payment requests for work performed to date.

5. SEDA and the City further agree the parties will mutually develop a payment request process and procedure, whereby the City will reimburse SEDA each month for these monthly payment requests following submittal of a complete and accurate application package. Exhibit 2, attached to and made part of this Amendment, presents the anticipated City reimbursement amounts for the various portions of work included in Phase 2. It is agreed by both parties that the City will be responsible for 100% of the actual costs of the Phase 2 Water and Sewer Off-Site Improvements, excluding the elevated tank, estimated at \$4,010,00 as presented in Exhibit 2.
6. The total estimated City share in the construction of the proposed regional water and sewer improvements described herein is \$8,070,000, as presented in Exhibit 2. City agrees that upon completion and acceptance of the individual portions of the proposed Phase 1, 2, and 3 water and sewer improvements, that the City will be responsible for the ownership, operation, and maintenance, including flushing required to maintain suitable water quality, of said water and sewer improvements.
7. The advertisement, bid, and construction of anticipated future Phase 3 “Off-Site Improvements” will be conducted by the City. SEDA agrees to allow the terms and conditions of contracted construction engineering services for Phase 3 “Off-site Improvements” by SEDA’s Engineer to be transferred to the City, at the City’s discretion. Both parties agree that the timing of Phase 3 construction will coincide with actual development needs and will occur in the future as regional demands warrant further water and sewer system improvements.
8. Paragraph 2 of the Water and Sewer Agreement is hereby amended and revised to state that the total anticipated Equivalent Residential Units (ERUs) for SMC are 1,627

not 16,267.

9. All other terms and provisions of the Water and Sewer Agreement that are not inconsistent with this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer its seal, affixed, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

THE MAYOR AND ALDERMEN  
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

\_\_\_\_\_

WITNESS

BY: \_\_\_\_\_

CITY MANAGER

\_\_\_\_\_

NOTARY PUBLIC

Chatham County, Georgia

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

SAVANNAH ECONOMIC  
DEVELOPMENT AUTHORITY

EXECUTED IN THE PRESENCE OF:

\_\_\_\_\_

WITNESS

\_\_\_\_\_

NOTARY PUBLIC

Chatham County, Georgia

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

(SEAL, if Incorporated)