

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into and effective as of this \_\_\_ day of \_\_\_\_\_, 2020, by and among **ROCKINGHAM FARMS, LLC**, a Georgia limited liability company (“Rockingham Farms”); **SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY** (“SEDA”), a public corporation of the State of Georgia; and **THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (the “City”).

### R E C I T A L S :

**WHEREAS**, Rockingham Farms is the fee owner of approximately 1,125 acres of land (the “Site”) to be annexed into the City and located adjacent to Veterans Parkway, being more specifically set forth on the map of the Site attached hereto as Exhibit A and incorporated herein by this reference;

**WHEREAS**, Rockingham Farms intends to develop the Site for industrial uses with the capacity for the construction of more than 10 million square feet of such industrial uses (the “Project”);

**WHEREAS**, Rockingham Farms has agreed with SEDA to jointly develop and market the Project, and SEDA will acquire the Site from Rockingham Farms and lease the Site back to Rockingham Farms in order to facilitate the development and marketing of the Project, including any subleases of tracts of land on the Site to companies engaged in industrial businesses (each, a “Tract Lessee”);

**WHEREAS**, Tract Lessees shall make payments in lieu of taxes to SEDA (collectively, the “PILOT Revenue”),

**WHEREAS**, the Site has limited vehicular access and the development of the Site requires the construction of an interchange connecting the Site with Veterans Parkway (the “Interchange”) and the construction and installation of certain off-site infrastructure necessary to provide water and sewer connections to the Site (the “Infrastructure”);

**WHEREAS**, SEDA has agreed with the City to design and construct the Interchange in accordance with the terms of a fixed-price construction contract with a general contractor for the construction of the Interchange (the “Interchange Construction Contract”);

**WHEREAS**, SEDA has further agreed with the City to design, construct and install the Infrastructure in accordance with the terms of a water and sewer agreement with the City (the “Water and Sewer Agreement”) and one or more contracts with water and sewer contractor(s) for the for the design, construction and installation of the Infrastructure (singularly or collectively, the “Infrastructure Installation Contract,” and together with the Water and Sewer Agreement, the “Infrastructure Contracts”);

**WHEREAS**, the completion of the design and construction of the Interchange and the design, construction and installation of the Infrastructure in accordance with the plans and specifications in the Interchange Construction Contract and the Infrastructure Contracts (collectively, the “Contracts”) will be secured by a completion bond and the unconditional guaranty of Rockingham Farms;

**WHEREAS**, the development of the Site by Rockingham Farms will include certain roads, rights of way and water and sewer infrastructure to be constructed and installed on the Site that will be dedicated to the City upon the completion thereof in accordance with the City’s requirements (collectively, the “On-Site Public Improvements”);

**WHEREAS**, SEDA will issue one or more series of bonds (the “Bonds”) in an aggregate principal amount not to exceed \$38 million to assist with the financing of the Interchange and the Infrastructure, and the City will enter into an intergovernmental agreement with SEDA, to be dated the date of issuance and delivery of the Bonds (the “Intergovernmental Agreement”) providing that City will secure the payment of the principal and interest on the Bonds with a pledge of its full faith and credit;

**WHEREAS**, the Bonds will have a twenty (20)-year final maturity and the proceeds will be used (i) for the design and construction of the Interchange and the design, construction and installation of the Infrastructure, (ii) to fund a capitalized interest reserve fund to pay the interest on the Bonds for the first three (3) years after issuance of the Bonds (the “Interest Reserve Fund”), and (iii) costs of issuance for the Bonds;

**WHEREAS**, the net proceeds of the Bonds will be distributed to SEDA, and SEDA, as agent of the City, will disburse the funds for payment of the design and construction expenses of the Interchange and the design, construction and installation expenses of the Infrastructure on a progress draw basis pursuant to the terms of the Contracts;

**WHEREAS**, the Bonds will be secured by the Intergovernmental Agreement, and Rockingham Farms will additionally fund a cash reserve fund equal to the first five (5) years of debt service due on the Bonds (less the amount on deposit in the Interest Reserve Fund);

**WHEREAS**, the City will require that, on or prior to the closing of the Bonds, Rockingham Farms will have binding commitments for the construction of no less than 3 million square feet of the Project by Tract Lessees and the payment by such Tract Lessees of the commensurate PILOT Revenue (the “Industrial Commitment Agreements”), and Rockingham Farms will assign the Industrial Commitment Agreements to the City; in addition, the City will assure that the Tract Lessees are financially capable of meeting their obligations under the Industrial Commitment Agreements and may require that any such Tract Lessee secure such obligations with letters of credit or other security if the City deems such security is necessary in order to provide such assurance;

**WHEREAS**, the City will establish a maintenance sinking fund to provide funding for the future maintenance of the Interchange (the “Maintenance Sinking Fund”), which sinking fund will be funded from the PILOT Revenue paid to SEDA during the twelve (12) month period following the final payment of all principal and interest due on the Bonds and is estimated to be in the approximate amount of \$8 million;

**WHEREAS**, until such time as the final payment of all principal and interest due on the Bonds has been made, SEDA will distribute the PILOT Revenue as follows: (i) first, 5% of the amount of the PILOT Revenue to SEDA (10% beginning in the fifth year), (ii) next, \$33,000 to Chatham County and the Savannah-Chatham County Public School System (subject to a 2% annual escalator), and (iii) finally, the remainder of the PILOT Revenue to the City; after the final payment of all principal and interest due on the Bonds has been made, for a period of twelve (12) months the City will apply its portion of the PILOT Revenue exclusively to the Maintenance Sinking Fund;

**WHEREAS**, twelve months following the final payment of all principal and interest due under the Bonds, SEDA will convey back to Rockingham Farms for nominal consideration its fee interest in the Site;

**WHEREAS**, it is estimated that the Project will create more than 2,500 new jobs and that, after SEDA conveys the Site back to Rockingham Farms, the additional annual ad valorem tax revenue will be in excess of \$10 million, to be shared among the City, Chatham County, the Savannah-Chatham County Public School System and the Chatham Area Transit Authority; and

**WHEREAS**, the City has determined that it is in the best interests of the City for the City to enter into and to effectuate the transactions described hereinabove, including the Intergovernmental Agreement and the Contracts, in order to expand employment opportunities and increase the tax base for the City, and SEDA has determined that it is in the best interests of SEDA to acquire the Site and lease it back to Rockingham Farms, issue the Bonds and develop and market the Site jointly with Rockingham Farms in order to fulfill its mission to develop industrial growth and expansion within Chatham County.

**W I T N E S S E T H :**

**NOW THEREFORE**, of the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Incorporation of the Recitals.** The recitals of this Agreement are incorporated herein as if fully set out below.

2. **Bond Authorization; Intergovernmental Agreement.** The City hereby agrees to enter into the Intergovernmental Agreement and authorizes the City Manager of the City (“City Manager”) to negotiate and execute the final terms of the Intergovernmental Agreement on behalf of the City. The Bonds will be secured under the provisions of the Intergovernmental Agreement, which shall provide for payment by the City of the amounts sufficient to pay the principal of and interest to become due on the Bonds, subject to the following terms and conditions:

i. The Bonds will constitute a limited or special obligation of SEDA and will be payable solely from the revenues pledged to the payment thereof under the Intergovernmental Agreement;

ii. The Bonds will be issued in the aggregate principal amount not to exceed Thirty-eight Million and No/100 Dollars (\$38,000,000.00);

iii. The Bonds will bear an effective interest rate not to exceed four percent (4.0%) per annum and the annual principal of and interest on the Bonds will not exceed \$\_\_\_\_\_;

iv. The final maturity date of the Bonds will be not later than December 1, 2040;

v. The debt service schedule for the Bonds will provide for the payment of capitalized interest for the first three (3) years of the Bonds; and

vi. The proceeds of the Bonds will be used exclusively for the design and construction of the Interchange and the design, construction and installation of the Infrastructure, funding the Interest Reserve Fund, and costs of issuance for the Bonds.

3. **SEDA’s Acquisition and Leaseback of Site.** On or prior to the issuance of the Bonds, Rockingham Farms will convey the Site to SEDA and SEDA will lease the Site back to Rockingham Farms, pursuant to the terms of a lease agreement (the “Master Lease”) in order to facilitate the development and marketing of the Project. Twelve months following the final payment of all principal and interest due under the Bonds, SEDA will convey the Site back to Rockingham Farms for the sum of Ten and No/100 Dollars (\$10.00), and the deed of conveyance of the Site from Rockingham Farms to SEDA will recite this reconveyance obligation of SEDA.

4. **Project Development.** Rockingham Farms will proceed to develop the Site for industrial uses with the capacity for the construction of more than 10 million square feet of such uses, and will jointly market the Project with SEDA, including the lease or sublease of tracts of land on the Site to companies engaged in industrial businesses. The development of the Site by Rockingham Farms will include the construction and installation of the On-Site Public Improvements, and the parties agree to execute, deliver and accept such deeds and other instruments of conveyance reasonably required to facilitate the dedication to the City of the On-Site Public Improvements upon the completion thereof in accordance with the City's requirements. The parties acknowledge and agree that Rockingham Farms will be solely responsible for the design, construction and installation of the On-Site Public Improvements.

5. **PILOT Revenue.** Upon the lease or sublease by Rockingham Farms of any tract of land on the Site to a Tract Lessee and continuing until such time as SEDA conveys the Site back to Rockingham Farms, the Tract Lessee shall agree pursuant to the terms of a lease or sublease with Rockingham Farms to make an annual payment in lieu of taxes to SEDA in the amount of the full ad valorem taxes on all real property that the Tract Lessee would otherwise be responsible for if the fee interest in the tract of land were owned by the Tract Lessee rather than by SEDA; provided that, said lease or sublease may provide that, during the first three years following the issuance of the Bonds, Rockingham Farms shall make said annual payment; further provided that, in calculating the amount of said ad valorem taxes, in no event will such fee interest be valued at less than the sum of (i) Fifty-five and No/100 Dollars (\$55.00)/square feet of improved space, which amount shall be increased by a compounded annual rate of two percent (2%), and (ii) the value of the tract of land. Such obligation shall be recited in the lease or sublease and shall be deemed to be a covenant running with the land and Rockingham Farms will cause the Tract Lessee to execute and deliver any agreement or certificate reasonably required by SEDA, including, but not limited to, an annual Project Verification Form, to confirm or effectuate such obligation. The parties acknowledge and agree that the ad valorem taxes referred to above in this Section 5 do not include ad valorem taxes on inventory or other personal property and that neither the foregoing provisions of this Section 5 nor any other provision of this Agreement shall be deemed to affect any obligation that Rockingham Farms or any Tract Lessee may have to pay ad valorem taxes on inventory or other personal property.

6. **Industrial Commitment Agreements.** The City will require that, on or prior to the issuance of the Bonds, (i) Rockingham Farms will have binding commitments for the construction of no less than three (3) million square feet of industrial or other improved space by Tract Lessees and the payment by such Tract Lessees (or, during the first three years following the issuance of the Bonds, by Rockingham Farms) of the commensurate PILOT Revenue (the "Industrial Commitment Agreements"), and (ii) the Industrial Commitment Agreements will assure that, after the first three years following the issuance of the Bonds, the PILOT Revenue will be based on the aggregate value of the tracts of land subject to said Industrial Commitment Agreements being no less than Fifty-five Million and No/100 Dollars (\$55,000,000.00). Rockingham Farms will provide reasonable evidence to the City, in form and substance acceptable to the City Manager, that each Tract Lessee that enters into an Industrial Commitment Agreement is financially capable of meeting its obligations thereunder and the City, at its discretion, may require that any Tract Lessee secure its Industrial Commitment Agreements with letters of credit or other security if the City deems such security is necessary in order to provide such assurance.

7. **Maintenance Sinking Fund.** The City will establish the Maintenance Sinking Fund to provide funding for the future maintenance of the Interchange. The Maintenance Sinking Fund will be funded from the City's portion of the PILOT Revenue during the twelve-month period following the final payment of all principal and interest due on the Bonds.

8. **Distribution of PILOT Revenue.** Until such time as the final payment of all principal and interest due on the Bonds has been made and SEDA has conveyed the Site back to Rockingham Farms, SEDA will distribute the PILOT Revenue exclusively as follows:

(A) during each of the first three (3) years after the date of issuance and delivery of the Bonds, (i) first, five percent (5%) of the amount of the PILOT Revenue to SEDA, (ii) next, Thirty-three Thousand and No/100 Dollars (\$33,000.00) to Chatham County and the Savannah-Chatham County Public School System, which amount shall be increased by a compounded annual rate of two percent (2%) and which shall be divided between them pro rata, based on their respective millage rates for the current year (the “County-School Board Payment”), and (iii) finally, the remainder of the PILOT Revenue to the City;

(B) during the next two (2) years after the date of issuance and delivery of the Bonds, (i) first, five percent (5%) of the amount of the PILOT Revenue to SEDA, (ii) next, to each of Chatham County and the Savannah-Chatham County Public School System, its pro rata share of the County-School Board Payment, and (iii) finally, the remainder of the PILOT Revenue to the City;

(C) during the next fifteen (15) years until the payment of all principal and interest due on the Bonds has been made, (i) first, ten percent (10%) of the amount of the PILOT Revenue to SEDA (ii) next, to each of Chatham County and the Savannah-Chatham County Public School System, its pro rata share of the County-School Board Payment, and (iii) finally, the remainder of the PILOT Revenue to the City; and

(D) for a period of twelve (12) months after the final payment of all principal and interest due on the Bonds has been made, (i) first, ten percent (10%) of the amount of the PILOT Revenue to SEDA (ii) next, to each of Chatham County and the Savannah-Chatham County Public School System, its pro rata share of the County-School Board Payment, and (ii) finally, the remainder of the PILOT Revenue to the City, provided that the City will apply its portion of the PILOT Revenue to fund the Maintenance Sinking Fund.

9. **Contracts.** In procuring the Interchange Construction Contract and the Infrastructure Contracts, the parties agree to comply with the “Georgia Local Government Public Works Construction Law” provided in Official Code of Georgia Annotated §§ 36-91-1, *et seq.*

(a) **Interchange Construction Contract.** SEDA will oversee and fund the design of the Interchange with an engineering consultant that will provide a design approved by the City Manager. SEDA will then enter into the Interchange Construction Contract with a general contractor, which will provide for the construction of the Interchange for a fixed price on a progress draw basis in accordance with plans and specifications and with such other terms and provisions as reasonably requested and approved by the City Manager, including that SEDA and the general contractor will assure that the subcontractor bids shall be consistent with the City’s Disadvantaged Business Enterprise (“DBE”) policies. The obligations of SEDA and the general contractor to complete the construction of the Interchange in accordance with the price, plans and specifications in the Interchange Construction Contract will be secured by a completion bond procured by the general contractor and the unconditional guaranty of Rockingham Farms, it being the intention of the parties that the sole financial obligation of SEDA with regard to the construction of the Interchange is to pay the fixed price provided for in the Interchange Construction Contract from the proceeds of the Bonds, as an agent of the City, and that the general contractor and Rockingham Farms will assume any and all financial risks associated with the construction of the Interchange.

(b) **Infrastructure Contracts.** SEDA will enter into the Water and Sewer Agreement with the City and the Infrastructure Installation Contract with one or more water and sewer contractor(s), which will provide for the design, construction and installation of the Infrastructure for a fixed price on a progress draw basis in accordance with plans and specifications and with such other terms and provisions as reasonably requested and approved by the City Manager, including that SEDA and the water and sewer contractor(s) will assure that the subcontractor bids shall be consistent with the City’s DBE policies. The

obligations of SEDA and the water and sewer contractor to complete the design, construction and installation of the Infrastructure in accordance with the price, plans and specifications in the Infrastructure Contracts will be secured by one or more completion bonds procured by the water and sewer contractor(s) and the unconditional guaranty of Rockingham Farms, it being the intention of the parties that the sole financial obligation of SEDA with regard to the design, construction and installation of the Infrastructure is to pay the fixed price provided for in the Infrastructure Contracts from the proceeds of the Bonds, as an agent of the City, and that the water and sewer contractor(s) and Rockingham Farms will assume any and all financial risks associated with the design, construction and installation of the Infrastructure.

(c) **City-Mandated Change Orders.** In the event that SEDA, as agent of the City, or the City request a change in the Contracts that would increase the price of the Contracts to an amount in excess of the Bond proceeds allocated to the Contracts (the “City-Mandated Change Order Excess Price”), the unconditional guaranty of Rockingham Farms to complete the Contracts, as set forth in subsections (a) and (b) of this Section 9 shall not be effective or enforceable with regard to amount of the City-Mandated Change Order Excess Price, it being the intention of the parties that, if the City requests a change in the Contracts, the City will be required to pay the amount of any such City-Mandated Change Order Excess Price.

10. **Guarantees of Rockingham Farms.** In addition to the completion guarantees referred to in Section 9, Rockingham Farms will enter into a guaranty agreement with the City whereby Rockingham Farms (i) fully guarantees the obligations of the City under the Intergovernmental Agreement for a period of five years from the issuance of the Bonds, and this guaranty will be secured by a cash reserve fund to be deposited by Rockingham Farms to be held by SEDA, as agent of the City, equal to the first five (5) years of debt service on the Bonds less the amount of the three-year capitalized interest reserve funded by the Bonds, and (ii) guarantees the timely payment of the County-School Board Payment during the each of the first three years following the issuance of the Bonds.

11. **Indemnification by Rockingham Farms.** In addition to the completion guarantees referred to in Section 9 and the guaranty agreement referred to in Section 10, Rockingham Farms will enter into an indemnification agreement with SEDA and the City whereby Rockingham Farms shall agree to release and agree to indemnify, defend and hold harmless SEDA and the City, and their respective members, directors, elected officials, officers, agents and employees, of and from any and all claims, demands, liabilities, losses, costs, or expenses, including reasonable attorneys’ fees, incurred by any of them which arises out of or relates to any damage or injury to any person (including death) or property (i) in connection with the design and construction of the Interchange, (ii) in connection with the design, construction and installation of the Infrastructure, (iii) which occurs on the Site relating to the development of the Project, (iv) in connection with the subleasing of the Site to Tract Lessees and any acts or omissions of such Tract Lessees occurring on or relating to the Infrastructure or the Project, or (v) in connection with any legal action undertaken by the Rockingham Farms in the name of SEDA or the City. Notwithstanding the foregoing, the indemnifications provided by Rockingham Farms in clauses (i) and (ii) of this Section 11 shall not be effective or enforceable against Rockingham Farms unless the claim, demand or liability is attributable, in whole or in part, to negligent or unlawful action taken by Rockingham Farms or its members, officers, agents or employees.

12. **Inspection.** During the pendency of construction of the Interchange and the construction and installation of the Infrastructure, SEDA will cooperate with the City and its agents with respect to such surveys, studies, inspections and investigations as the City shall deem appropriate.

13. **Contingent on Annexation of Site.** The obligations of the parties to this Agreement are contingent on the Site being annexed into the City prior to the issuance and delivery of the Bonds, and the

parties acknowledge and agree that prior to such annexation this Agreement shall impose no obligation or liability on the parties.

14. **City Manager Approval.** The parties acknowledge that the parties may need to execute one or more amendments to this Agreement, the Intergovernmental Agreement and the Water and Sewer Agreement, which amendments shall provide greater detail with respect to the rights, duties and obligations of the parties thereto. The approval of this Agreement by the City shall be deemed to authorize the City Manager to execute any such amendments that are in substantial furtherance of the terms and conditions contained herein but shall not exceed the parameters provided by Section 2 herein nor decrease the obligations of the parties to this Agreement.

15. **Agency.** SEDA is acting as an agent of the City with respect to its obligations under this Agreement. Rockingham Farms and the City, and their respective agents, contractors or subcontractors, will perform all activities that are outlined in this Agreement as independent entities and not as agents of each other.

16. **No Assignment.** This Agreement is a contract for specialized services and is personal to the parties, and shall not be assignable in whole or in part by a party without the prior written consent of the other parties, which consent shall not be unreasonably withheld. Any attempted assignment without prior written consent shall be void and of no force or effect.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and permitted assigns.

18. **Amendment.** Any amendment to this Agreement will not be binding upon the parties unless such amendment is in writing duly executed each of the parties.

19. **Controlling Laws; Venue.**

(a) **Controlling Laws.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Georgia and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for particular issues, all ordinances, rules, regulations and policies of the City are applicable.

(b) **Venue.** The exclusive venue for resolution of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Chatham County, Georgia, and the parties agree to submit to the jurisdiction of the federal and state courts situated in Chatham County, Georgia for any such resolution.

20. **Notices.** All notices that may be or are required to be given to or made by a party to another party in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail,

return receipt requested, to the addresses set out below, or at such other address as specified by written notice and delivered in accordance herewith, to:

City: City of Savannah  
Attention: City Manager  
2 East Bay Street  
City Hall, 4th Floor  
Post Office Box 1027  
Savannah, Georgia 31401  
Phone: (912) 651-6415

with copy to: Office of the City Attorney  
Attention: City Attorney  
6 East Bay Street  
Gamble Building, 3rd Floor  
Post Office Box 1027  
Savannah, Georgia 31401  
Phone: (912) 525-3092

SEDA: Savannah Economic Development Authority  
Attention: President/CEO  
131 Hutchinson Island Road, 4th Floor  
Savannah, Georgia 31421  
Phone: (912) 447-8450

with copy to: Jonathan B. Pannell, Esq.  
Gray Pannell & Woodward LLP  
24 Drayton Street  
Savannah, Georgia 31401-2729  
Phone: (912) 443-4040

Rockingham Farms Rockingham Farms, LLC  
2704 Whatley Avenue  
Thunderbolt, Georgia 31404  
Phone: (912) 313-0456

with copy to: W. Brooks Stillwell, III, Esq.  
Brooks Stillwell, LLC  
200 E. St. Julian Street, Suite 500  
Savannah, Georgia 31401  
Phone: (912) 484-1690

For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, shall be deemed the date of any notice, demand or delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice, demand or delivery.

21. **Time of the Essence.** Time is of the essence in complying with the terms, conditions and agreements of this Agreement. Upon any failure of a party to perform in compliance with this Agreement, the other parties will have all rights and remedies afforded to such parties at law or in equity.



22. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between parties and not expressly stated herein, shall be of any force or effect.

23. **Number; Gender.** Whenever the context so requires, the singular number includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders.

24. **Captions and References.** As used herein, titles or captions of sections and subsections are inserted only as a matter of convenience and for ease of reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Any reference herein to Exhibit or section shall refer to the corresponding Exhibit or section of this Agreement, and any reference to parties shall refer to the parties to this Agreement.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and permitted assigns.

26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

*[SIGNATURES ON NEXT PAGE]*

**IN WITNESS WHEREOF**, the City, SEDA and Rockingham Farms have caused this instrument to be executed under seal as of the day and year first above written.

Rockingham Farms:

**ROCKINGHAM FARMS, LLC**

By: \_\_\_\_\_  
Manager

SEDA:

**SAVANNAH ECONOMIC DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
President/CEO

City:

**THE MAYOR AND ALDERMAN OF THE CITY OF  
SAVANNAH**

By: \_\_\_\_\_  
City Manager

**Exhibit List:**

Exhibit A – Site Map

**EXHIBIT A**

[To Development Agreement dated as of \_\_\_\_\_, 2020, by and among Rockingham Farms, LLC, Savannah Economic Development Authority; and The Mayor and Alderman of the City of Savannah]

**SITE MAP**