

AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2020 by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“City”), and **F&A OF SAVANNAH, LLC**, a South Carolina limited liability company (“Developer”).

WITNESSETH:

WHEREAS, Developer has contracted to purchase certain property located in Chatham County, Georgia (“County”) and commonly known as the 6708 Ogeechee Road, consisting of 5.019 acres, more or less, and being more specifically described in Exhibit A and shown on Exhibit A-1, attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, Developer intends to petition City to annex the Property into the city limits of City, so that the Property will have access to certain utility services that are not currently provided to the Property by County, including water and sewer service; and

WHEREAS, Developer intends to develop, construct and lease a “Tractor Supply” retail store on the Property, which will require water and sewer service for its operation;

WHEREAS, City has agreed that, if the petition of Developer to annex the Property into the city limits of City is approved and becomes effective, City shall provide water and sewer to the Property, as more particularly provided herein;

NOW THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. Annexation. Developer shall promptly petition City for annexation of the Property into the city limits of City and take all necessary and appropriate action to facilitate such annexation (the “Annexation”). Developer acknowledges that the Annexation is a separate procedure that is not the subject of this Agreement and that nothing in this Agreement shall be construed to require City to annex the Property into City.

2. Water and Sewer Agreement. City and Developer agree to enter into a water and sewer agreement substantially in the form attached hereto as Exhibit B (“Water and Sewer Agreement”), provided that the implementation of the Water and Sewer Agreement shall be contingent on the Annexation becoming effective in accordance with applicable law. Notwithstanding anything to the contrary in the Water and Sewer Agreement or in any other agreement or understanding, neither City nor Developer shall have any obligation under the Water and Sewer Agreement until such time as the Annexation is effective. The Water and Sewer Agreement shall provide that Developer shall be responsible for the payment of water or sewer tap-in fees or other connection fees or similar charges imposed by City for tapping into

City's water or sewer system, it being understood and agreed that such water and sewer tap-in fees are not waived but rather shall be included as part of the fees due from Developer to City, as more particularly provided in the Water and Sewer Agreement or by applicable statute or ordinance.

3. Zoning. The City and Developer acknowledge that the Property is currently zoned B-N.

4. No Agency. Developer and City, and their respective agents, contractors or subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents of each other.

5. City Manager Approval. City and Developer acknowledge and agree that the parties may need to execute one or more amendments to this Agreement which shall provide greater detail with respect to the rights, duties and obligations of each party. The approval of this Developer by City will authorize the City Manager to execute amendments to this Agreement that are in furtherance of the terms and conditions contained herein.

6. Controlling Laws.

(a) This Agreement and 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 City now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for particular issues, all City ordinances, rules, regulations and policies are applicable.

(b) The location for settlement 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.

7. Assignment. This Agreement 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 party. Any attempted assignment without prior written consent shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Notwithstanding the foregoing, Developer may assign this Agreement, without the consent of City, to a parent, subsidiary or Affiliate of Developer or to an entity Controlled By Developer. For purposes of this Section 7, "Affiliate" means a person or entity that Controls, is Controlled By, or is under common Control with Developer, and "Control" or "Controlled By" means the power to direct the management and policies of an entity, whether through ownership of voting rights or other beneficial interest, by contract or otherwise; or to the acquiring or surviving entity in connection with a merger, consolidation, reorganization or sale of Developer of all or substantially all of the assets of Developer.

8. Miscellaneous.

(a) Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement or the subject matter covered by this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

(b) Waiver; Time. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provisions of this Agreement or any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of the Agreement shall be construed as a waiver of such breach. Time is of the essence in the performance of the terms and provisions of this Agreement.

(c) Captions and References; Interpretation. The captions and paragraph headings in this Agreement are for ease of reference only and are not intended to limit, describe, supplement or be part of this Agreement. Any reference in this Agreement to "Section" or "Exhibit" shall refer to the corresponding Section or Exhibit of this Agreement, unless otherwise expressly indicated. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Whenever the word "including" is used, it shall have the same meaning as "including but not limited to" and "including without limitation." Any reference in this Agreement to "herein" or "hereof" shall refer to this Agreement as a whole rather than being limited to the particular section or subsection in which such term is used.

(d) Notices. Any notice required or allowed to be delivered hereunder to a party shall be in writing and be delivered by (i) hand delivery, (ii) Registered or Certified U.S. Mail, return receipt requested, postage prepaid, (iii) overnight commercial courier (such as, but not limited to, Federal Express), or (iv) electronic mail (but not facsimile transmission), to the person designated or to the address(es) or electronic mail address(es) set forth below with respect to such party:

If to City: City Manager
 City of Savannah
 City Hall
 2 East Bay Street
 Savannah, GA 31401
 Email: [\[City Manager\]@savannahga.gov](mailto:[City Manager]@savannahga.gov)

with a copy to: Office of the City Attorney
 6 East Bay Street, 3rd Floor
 Savannah, GA 31401
 BLovett@savannahga.gov

If to Developer: F&A of Savannah, LLC
153 Greenville Street, SW
Aiken, SC 29801
farmerandassociates@yahoo.com

with a copy to: Hull Barret, PC
Attention: Rand Hanna
111 Park Avenue, SW
Aiken, SC 29801
RHanna@hullbarret.com

or to such other address(es) or electronic mail address(es) either party may have furnished from time to time to the other party in the manner set forth in this Section 8(d) as a place for the future service of notice. Any notice shall be effective and deemed given (i) if delivered by hand, upon such delivery, (ii) if sent by Registered or Certified U.S. Mail, on the date indicated on the Registered or Certified U.S. Mail return receipt, whether or not such notice is accepted by the addressee, (iii) if sent by overnight commercial carrier, on the date of delivery as indicated on the overnight commercial courier receipt, or (iii) if sent by electronic mail, on the date sent by electronic mail if a confirmed receipt, which includes the date and time of delivery, is provided, provided that if such electronic mail notice is sent after 5:00 p.m., on the next succeeding business day.

(e) Exhibits. The following exhibits are attached hereto and incorporated by this reference herein:

Exhibit A:	Legal Description
Exhibit A-1:	Minor Subdivision Plat
Exhibit B:	Water and Sewer Agreement

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

CITY OF SAVANNAH, a Georgia municipal corporation

By: _____
Patrick C. Monahan
City Manager

F&A OF SAVANNAH, LLC, a South Carolina limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

[to Agreement dated as of _____, 2020 by and between F&A of Savannah, LLC, and The Mayor and Aldermen of the City of Savannah]

LEGAL DESCRIPTION

That tract of land, with any improvements thereto, situate, lying and being in the 7th G.M. District of Chatham County, Georgia, **containing 5.019 acres**, more or less, and designated as **Tract A-1** on that Minor Subdivision Plat of Lots 5 & 6 of the Partition of the King Lands prepared for Thankful Baptist Church by James Craig Brewer, GA RLS No. 3022, of Brewer Land Surveying, dated February 14, 2020, last revised on July 28, 2020, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, on August 5, 2020, in Plat Book 52, page 523. Said Minor Subdivision Plat is shown on the following Exhibit A-1

This being a portion of the property conveyed to Grantor by deed of Bryan S. James recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, on October 29, 2012, in Book 381-Y, page 795.

TMP No. 1-1029-05-004

[to Agreement dated as of _____, 2020 by and between F&A of Savannah, LLC and The Mayor and Aldermen of the City of Savannah]

TYPE: PLAT
Recorded: 09/02/2020 3:13:00 PM
Fee: \$10.00 Page 1 of 1
Chatham, Ga. Clerk Superior Court
Taxmap Blotter Clerk Superior Court
Participant ID: 4642274128
BK 52 PG 523

LEGEND

- CMF CONCRETE MONUMENT FOUND
- CARD IRON REBAR SET WITH CAP
- CMF IRON REBAR FOUND
- CMF IRON PIPE FOUND

0 100 200 300
 GRAPHIC SCALE 1" = 100'
 GA STATE PLUMB EAST LINE
 GRID NORTH (NAD83)

REFERENCES

1. S.M.B. 3-2 PG 57
2. S.M.B. 18-2 PG 57
3. S.M.B. 27-2 PG 56
4. P.F.B. 34-2 PG 56
5. P.F.B. 37-2 PG 56
6. S.M.B. 37-2 PG 57
7. S.M.B. 40-2 PG 57
8. S.M.B. 42-2 PG 57
9. P.F.B. 45 PG 59
10. P.F.B. 51 PG 174
11. P.F.B. 51 PG 283

LINE LABEL TABLE

LINE	DESCRIPTION
1	3.00' 0.00'
2	3.00' 0.00'
3	3.00' 0.00'
4	3.00' 0.00'
5	3.00' 0.00'
6	3.00' 0.00'
7	3.00' 0.00'
8	3.00' 0.00'
9	3.00' 0.00'
10	3.00' 0.00'
11	3.00' 0.00'
12	3.00' 0.00'
13	3.00' 0.00'
14	3.00' 0.00'
15	3.00' 0.00'
16	3.00' 0.00'
17	3.00' 0.00'
18	3.00' 0.00'
19	3.00' 0.00'
20	3.00' 0.00'
21	3.00' 0.00'
22	3.00' 0.00'
23	3.00' 0.00'
24	3.00' 0.00'
25	3.00' 0.00'
26	3.00' 0.00'
27	3.00' 0.00'
28	3.00' 0.00'
29	3.00' 0.00'
30	3.00' 0.00'
31	3.00' 0.00'
32	3.00' 0.00'
33	3.00' 0.00'
34	3.00' 0.00'
35	3.00' 0.00'
36	3.00' 0.00'
37	3.00' 0.00'
38	3.00' 0.00'
39	3.00' 0.00'
40	3.00' 0.00'
41	3.00' 0.00'
42	3.00' 0.00'
43	3.00' 0.00'
44	3.00' 0.00'
45	3.00' 0.00'
46	3.00' 0.00'
47	3.00' 0.00'
48	3.00' 0.00'
49	3.00' 0.00'
50	3.00' 0.00'
51	3.00' 0.00'
52	3.00' 0.00'
53	3.00' 0.00'
54	3.00' 0.00'
55	3.00' 0.00'
56	3.00' 0.00'
57	3.00' 0.00'
58	3.00' 0.00'
59	3.00' 0.00'
60	3.00' 0.00'
61	3.00' 0.00'
62	3.00' 0.00'
63	3.00' 0.00'
64	3.00' 0.00'
65	3.00' 0.00'
66	3.00' 0.00'
67	3.00' 0.00'
68	3.00' 0.00'
69	3.00' 0.00'
70	3.00' 0.00'
71	3.00' 0.00'
72	3.00' 0.00'
73	3.00' 0.00'
74	3.00' 0.00'
75	3.00' 0.00'
76	3.00' 0.00'
77	3.00' 0.00'
78	3.00' 0.00'
79	3.00' 0.00'
80	3.00' 0.00'
81	3.00' 0.00'
82	3.00' 0.00'
83	3.00' 0.00'
84	3.00' 0.00'
85	3.00' 0.00'
86	3.00' 0.00'
87	3.00' 0.00'
88	3.00' 0.00'
89	3.00' 0.00'
90	3.00' 0.00'
91	3.00' 0.00'
92	3.00' 0.00'
93	3.00' 0.00'
94	3.00' 0.00'
95	3.00' 0.00'
96	3.00' 0.00'
97	3.00' 0.00'
98	3.00' 0.00'
99	3.00' 0.00'
100	3.00' 0.00'

THIS BLOCK IS REFERRED FOR THE CLERK OF SUPERIOR COURT

MONUMENT MAP NOT TO SCALE

TRACT A-1
 5.019 ACRES
 6070 GOSPEE ROAD
 1-1029-05-004

TRACT A-2
 14.585 ACRES
 6090 GOSPEE ROAD
 1-1029-05-014

PROPERTY LINE IS THE CITY LIMITS LINE

VILLAGE OF VALLABHUS SUBDIVISION PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

APPROVED BY THE CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH
 DIVISION OF ENGINEERING AND SANITATION

EXHIBIT C

[to Agreement dated as of _____, 2020 by and between F&A of Savannah, LLC, and
The Mayor and Aldermen of the City of Savannah]

WATER AND SEWER AGREEMENT

[begins on following page]

Draft

SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS, _____ hereinafter referred to as the Developer, the developer of _____ located within the _____ (the "Property"), consisting of _____ equivalent residential units as shown on the attached drawing entitled prepared by _____ and dated _____ scale _____ 1" = 400', desires certain commitments from the City of Savannah, hereinafter referred to as the City, in regard to extending and making additions to existing water and sanitary sewer systems, or in regard to the construction of water distribution and sanitary sewer collection and disposal systems to serve said Property, and

WHEREAS, the engineering design for said water and sanitary sewer systems has been, or will be, accomplished by competent professional engineers registered in the State of Georgia, and bids for the construction of said systems has been or will be requested;

WHEREAS, this Agreement is contingent on the Property being annexed into the city limits of the City in accordance with applicable law;

IT IS AGREED between the parties hereto that the City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of the said water and sanitary sewer systems. The Developer shall be responsible to provide resident inspection during construction and to ensure the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangement of lift stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the City's specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection cost in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

IT IS FURTHER AGREED that this agreement shall contain the following special conditions/requirements:

Any development which requires sanitary sewer main extension and/or involve storm sewer conduits will require televising by the City of Savannah televising crew. In accordance with the City of Savannah Revenue Ordinance, the charge will be \$1.25 per linear foot with a set-up fee in the amount of \$120.00. This fee will be paid to the City of Savannah in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance.

IT IS FURTHER AGREED that the Developer shall render the City harmless for any claims and damages due to the work associated with the tie-on to existing sanitary sewers.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities including water and sewage fees fully paid for by the Developer, except the sewer treatment facility and the water supply facilities, and the provision of two copies of "as built" drawings on Chronoflex Mylar, the City will, subject to approval of the City Manager, accept title hereto and assume responsibility for maintenance and operation of those portions located within public easements or rights-of-way. This acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems serving the said project and also easements and/or rights-of-way required for the purpose of maintenance thereof.

IT IS FURTHER AGREED that the Developer will provide to the City a recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by the City. This document shall be provided prior to construction. Should installation deviate from the original recordable plat, the Developer will provide to the City a revised recordable plat showing all utilities in public easements and rights-of-way. Should the Developer fail to provide the revised plat, the City will not release the project nor will a Certificate of Occupancy or water meter be issued.

IT IS FURTHER AGREED that as development proceeds under the terms of this agreement, and prior to occupancy, there will be a sanitary sewer tap-in fee paid to the City for each residential or equivalent residential unit, and there shall be a separate water meter installed

and a water tap-in fee and a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection, or as provided in the Revenue Ordinance.

IT IS FURTHER AGREED that the Developer shall pay to the City a proportionate share of the capital cost for expanding the wastewater treatment and/or transport facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division. The cost per residential or equivalent residential unit shall be \$700 for the Georgetown Plant, or as provided for in the Revenue Ordinance, whichever is greater. This additional connection fee will be paid by the Developer to the City Treasurer as each customer connects to the sewage system and shall be in addition to the sewer tap-in fee. Water meters will not be installed until all fees, including the additional connection fees, are paid.

IT IS FURTHER AGREED that this agreement between the City and the Developer may not be transferred or assigned in whole or in part without prior approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned, and that any violation of this limitation shall terminate the City's obligation and forfeit the Developer's rights thereunder.

IT IS FURTHER AGREED that all provision of law now or thereafter in effect relating to water and sewer service by the City of Savannah shall be applicable to this agreement.

IT IS FURTHER AGREED that this agreement shall finally terminate five (5) years after date of execution, after which the City shall not be liable for any further obligation thereunder. On this basis, this agreement shall expire _____, 20____.

IT IS FURTHER AGREED that this Agreement is contingent on the Property being annexed into the city limits of the City in accordance with applicable law. Notwithstanding anything to the contrary in this Agreement or in any other agreement or understanding, neither City nor Developer shall have any obligation under this Agreement until such time as the Property is annexed into the city limits of the City.

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 _____ 2020.

CITY OF SAVANNAH, a Georgia municipal corporation

By: _____
Patrick C. Monahan
City Manager

Sworn to and subscribed before
me, in the presence of:

Witness

Notary Public, Chatham County,
Georgia

My commission expires: _____

[NOTARIAL SEAL]

F&A OF SAVANNAH, LLC, a South Carolina
limited liability company

By: _____
Name: _____
Title: _____

Sworn to and subscribed before
me, in the presence of:

Witness

Notary Public, Chatham County,
Georgia

My commission expires: _____

[NOTARIAL SEAL]