

STATE OF GEORGIA
CHATHAM COUNTY, GEORGIA

WATER AND SEWER AGREEMENT

WHEREAS, Mariner Brand Deptford, LLC hereinafter referred to as the Developer, the developer of Shipyard Road at the intersection of President Street Extension and Woodcock Road, Savannah GA 31404 consisting of approximately 9.84 acres of land located within the **PRESIDENT STREET SERVICE AREA**, consisting of 108 equivalent residential units as shown on the attached drawing entitled The Ellis General Development Plan – Exhibit A prepared by Thomas and Hutton and dated June 29, 2017 scale 1" = 50', 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 development, 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;

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, joint restraints, 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 and water supply facilities.

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

1. The City shall reimburse the Developer for the actual cost of construction of the water main and sanitary forcemain (approximately 1,100 LF of 12" PVC water main and 1,230 LF of 6" PVC forcemain) from the Developer's site to the existing City water and sewer facilities as shown on the attached Exhibit B, up to a maximum of \$193,620.00.
2. The City shall reimburse the Developer \$22,000.00 for the design of the water main and sanitary forcemain described above in item 1.
3. The combined amount that the City will pay for items 1 and 2 will not exceed \$215,620.00. Any amount in excess of \$215,620.00 shall be paid by the Developer.
4. The terms of this agreement are contingent upon the Developer annexing the property into the City of Savannah.
5. The engineer's opinion of probable construction cost for design and construction of item 1 is attached as Exhibit C.
6. The Developer shall provide to the City with utility easements on the Developer's site necessary to operate and maintain the water mains, gravity sewer mains, and lift station and sanitary forcemain.
7. A minimum of two (2) bids shall be obtained for all items in which the City is sharing the cost. Original copies of the bids received for item 1 will be submitted to the City for review.
8. The final pay request presented to the City for items 1 and 2 shall be accompanied by the original contractor/engineer invoices.
9. Any development which requires sanitary sewer main extension and/or involves storm sewer conduits will require televising by the City of Savannah televising crew. In accordance with the City of Savannah Televising Procedure Manual, the charge will be \$1.25 per linear foot plus a \$120.00 setup fee. 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-in to existing water and sanitary sewer systems.

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 sewage treatment and 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, including water mains, sewer mains, and lift station and sanitary force main. 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 all 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/or 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 will be \$600 for water, \$400 for sewer, \$600 for reclaimed water, and \$2,000 for the President Street Water Reclamation Facility, or as provided for in the Revenue Ordinance, whichever is greater. These connection fees 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 water and sewer tap-in fees. 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 being endorsed thereon, 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__.

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 _____ 20____.

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

EXECUTED IN THE PRESENCE OF:

MARINER BRAND DEPTFORD, LLC

DEVELOPER

[Signature]
WITNESS

BY: _____

[Signature]
DEVELOPER SIGNATURE

Jan M. Smith, Authorized Agent

ATTEST: _____

(SEAL, if Incorporated)

[Signature]
NOTARY PUBLIC

