

**STATE OF GEORGIA  
CHATHAM COUNTY, GEORGIA**

**WATER AND SEWER AGREEMENT**

WHEREAS, **Little Ogeechee Partners, LLC** hereinafter referred to as the **DEVELOPER**, the developer of **Little Ogeechee** located within the **TRAVIS FIELD**, consisting of 449 residential or equivalent residential units as shown on the attached drawing entitled **Little Ogeechee – Exhibit 1** prepared by **Coleman Company** and dated **December 20, 2019**, Scale “**As Noted**”, 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 line, 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 hold the City harmless for any claims and damages due to the work associated with the tie-in to existing sanitary sewers.

IT IS FURTHER AGREED that Developer shall complete construction of "Off-Site" water and sewer infrastructure generally consisting of approximately 5,950 ft. of 8" diameter sanitary force main, a 10 ft. diameter lift station, a 8 ft. diameter lift station, approximately 100 ft. of 8" diameter gravity sanitary sewer main crossing Little Neck Road, approximately 4,700 ft. of 16" diameter water main and all associated appurtenances. Said Off-Site improvements are more precisely described and costs estimated in EXHIBIT 2, attached and titled "Little Ogeechee Property – Cost Estimate". Developer shall obtain not less than two (2) independent bids for the Off-Site water and sewer infrastructure and provide same to the City for review and approval prior to commencement of construction. Upon completion and acceptance of all Off-Site water and sewer infrastructure described herein and upon receipt of associated complete and correct invoices and other documentation as may be requested by City, City shall reimburse Developer for the actual cost of construction of the Off-Site water and sewer infrastructure in an amount not to exceed **\$3,081,156**. Notwithstanding any provision to the contrary, Developer may request reimbursement in the form of periodic payments. Requests for periodic payment shall be made no more frequently than on sixty (60) day intervals and shall include all necessary documentation to verify that payment by the Developer has been made of all funds for which reimbursement is requested. Under no

circumstance shall any of Developer's On-Site infrastructure connections be made to either the Off-Site Water infrastructure or the Off-Site Sewer infrastructure until all Off-Site infrastructure is complete, successfully tested, and accepted for operation and maintenance by Savannah.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities including all water and sewage fees fully paid for by the Developer, except the sewage treatment facility and the water supply facility, and provision of two copies of "as-builts" drawings on Chronoflex mylar, the City will, subject to approval of the City Manager, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements and 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 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 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 capacity of the wastewater treatment facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division. The cost will be \$1,300.00 for water, \$3,500.00 for sewer (\$2,600 for Travis Field Treatment Plan and \$900 for SW Quadrant) and \$600 for reuse water, per residential or equivalent residential unit or as provided in the Revenue Ordinance at the time of connection, whichever is greater. These additional 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 \$600 water tap-in fee and \$400 sewer tap-in fee. Water meters will not be installed until all fees, including the additional 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 provisions of law now or hereafter 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 02/13 2025.

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 13<sup>TH</sup> day of FEBRUARY, 2020.

THE MAYOR AND ALDERMEN  
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

Renee Higgins  
WITNESS

BY: Michael B. Brown  
CITY MANAGER

Margaret Fox  
NOTARY PUBLIC  
Chatham County, Georgia  


ATTEST: Michael B. Brown  
CLERK OF COUNCIL  
(SEAL)



EXECUTED IN THE PRESENCE OF:

LITTLE OGEECHEE PARTNERS, LLC

Mr. Bluff  
WITNESS

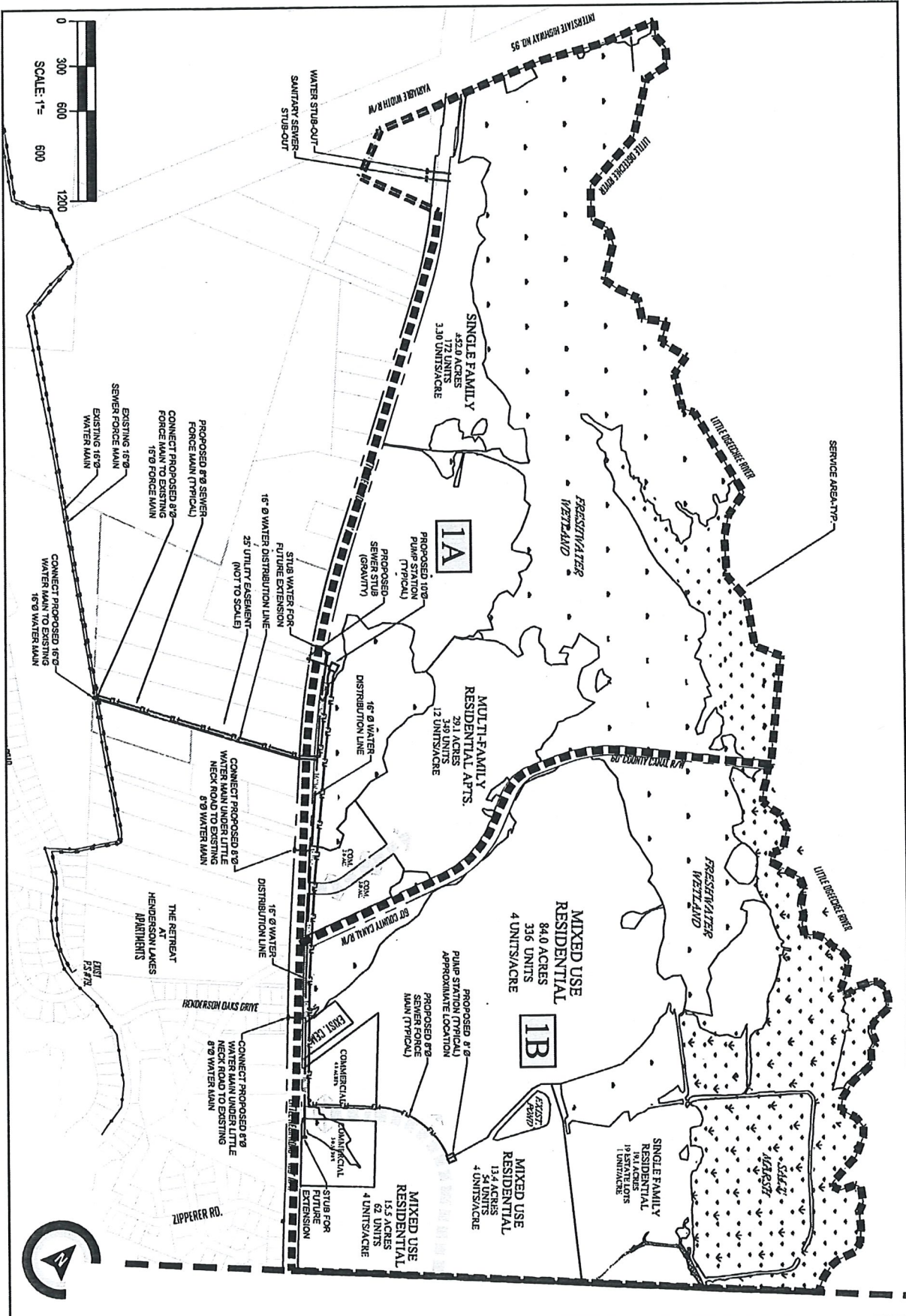
BY: R. B. W.

Denise Durel  
NOTARY PUBLIC

ATTEST: VICE PRESIDENT



(SEAL, If Incorporated)



JOB NUMBER: 17-431.000  
 DATE: 12/20/2019  
 DRAWN BY: tgb  
 CHECKED BY: tgb  
 SCALE: AS NOTED

SHEET: X1.0

**WATER AND SEWER EXHIBIT**  
**LITTLE OGEECHEE PROPERTY**  
 Prepared For: Little Ogeechee Partners  
 Savannah, Georgia



**EXHIBIT 2**  
**Little Ogeechee Property - Cost Estimate**  
Coleman Company, Inc    PROJECT NO. 17-431

**SECTION I - EARTHWORK & SITEWORK**

Item No.	Description	Quantity	Units	Unit Price	Cost
I-1	Clearing & Grubbing	6	Ac.	\$10,000.00	\$60,000
I-2	Erosion Control	1	L.S.	\$35,000.00	\$35,000
I-3	Traffic Control	1	L.S.	\$15,000.00	\$15,000
I-4	Site Grading	1	L.S.	\$11,400.00	\$11,400
I-5	Site Restoration and Permanent Seeding	1	L.S.	\$13,500.00	\$13,500
I-6	Mobilization/ Demobilization	1	L.S.	\$60,000.00	\$60,000
I-7	Staking	1	L.S.	\$35,000.00	\$35,000
<b>EARTHWORK &amp; SITEWORK SUBTOTAL:</b>					<b>\$229,900</b>

**SECTION II - SANITARY SEWER SYSTEM**

Item No.	Description	Quantity	Units	Unit Price	Cost
II-1	Directional Drill County Ditch - 18" Casing	150	L.F.	\$425.00	\$63,750
II-2	8" DR 18 FPVC Carrier Pipe - Ditch	150	L.F.	\$135.00	\$20,250
II-3	Lift Station (28' depth; 10' dia) Complete	1	L.S.	\$625,000.00	\$625,000
II-4	Lift Station (28' depth; 8' dia) Complete	1	L.S.	\$500,000.00	\$500,000
II-5	10" PVC Gravity Sewer Main (14ft deep)	200	LF	\$30.00	\$6,000
II-6	4' Dia Sewer Manhole (14ft deep)	2	EA.	\$4,600.00	\$9,200
II-7	24" Steel Casing Bore and Jack	120	LF	\$400.00	\$48,000
II-8	8" PVC SDR 21 Sanitary Force Main	5,950	L.F.	\$28.00	\$166,600
II-9	Fittings	1	L.S.	\$25,000.00	\$25,000
II-10	Connect FM to Exist MH	1	L.S.	\$3,500.00	\$3,500
II-11	Coat Downstream MH's	3	EA.	\$4,300.00	\$12,900
II-12	Gravel Bedding Material	344	C.Y.	\$45.00	\$15,480
II-13	Select Backfill Material	100	C.Y.	\$20.00	\$2,000
II-14	Testing and Televising	1	L.S.	\$15,000.00	\$15,000
II-15	Gravel Access Road	1,800	SY	\$17.50	\$31,500
II-16	8" DR 18 FPVC Carrier Pipe - Little Neck Road	100	L.F.	\$135.00	\$13,500
II-17	Directional Drill Little Neck Road - 18" Casing	100	L.F.	\$425.00	\$42,500
II-17	Air Release Valve in MH	6	E.A.	\$5,500.00	\$33,000
<b>SANITARY SEWER SYSTEM SUBTOTAL:</b>					<b>\$1,633,180</b>

**EXHIBIT 2**  
**Little Ogeechee Property - Cost Estimate**  
Coleman Company, Inc      PROJECT NO. 17-431

**SECTION III - WATER DISTRIBUTION SYSTEM**

Item No.	Description	Quantity	Units	Unit Price	
III-1	16" PVC C-900 Water Pipe	4,700	L.F.	\$50.00	\$235,000
III-2	8" PVC C-900 Water Pipe	60	L.F.	\$30.00	\$1,800
III-3	Directional Drill Little Neck Rd @ Church - 30" Casing	100	L.F.	\$550.00	\$55,000
III-4	16" DR 18 FPVC Carrier Pipe - Little Neck @ Church	100	L.F.	\$180.00	\$18,000
III-5	Directional Drill Little Neck Rd @ Retreat - 18" Casing	100	L.F.	\$350.00	\$35,000
III-6	8" DR 18 FPVC Carrier Pipe -Little Neck @ Retreat	100	L.F.	\$120.00	\$12,000
III-7	Directional Drill Little Neck Rd @ Oaks - 18" Casing	100	L.F.	\$350.00	\$35,000
III-8	8" DR 18 FPVC Carrier Pipe -Little Neck @ Oaks	100	L.F.	\$120.00	\$12,000
III-9	Air Release Valve in MH	4	E.A.	\$4,800.00	\$19,200
III-10	FH Assembly	10	EA.	\$4,200.00	\$42,000
III-11	Connect to Existing Water System	3	EA.	\$5,750.00	\$17,250
III-12	Fittings	1	L.S.	\$30,000.00	\$30,000
III-13	Testing and Chorination	1	L.S.	\$15,000.00	\$15,000
III-14	16" Valve in MH	10	E.A.	\$8,500.00	\$85,000
III-15	8" Valve in MH	6	E.A.	\$4,400.00	\$26,400
III-16	Gravel Bedding Material	300	C.Y.	\$45.00	\$13,500
III-17	Select Backfill Material	1,600	C.Y.	\$20.00	\$32,000
III-18	8" Tapping Sleeve in Manhole	2	E.A.	\$5,200.00	\$10,400
III-19	16" Tapping Sleeve in Manhole	1	E.A.	\$10,000.00	\$10,000
<b>SUBTOTAL:</b>					<b>\$704,550</b>

<b>EARTHWORK &amp; SITEWORK SUBTOTAL:</b>	<b>\$229,900</b>
<b>SANITARY SEWER SYSTEM SUBTOTAL:</b>	<b>\$1,633,180</b>
<b>WATER DISTRIBUTION SYSTEM SUBTOTAL:</b>	<b>\$704,550</b>
<b>CONTENGENCY (20%):</b>	<b>\$513,526</b>
<b>TOTAL CONSTRUCTION COST:</b>	<b>\$3,081,156</b>