

**FIRST AMENDMENT TO INFRASTRUCTURE REPAIR
AGREEMENT FOR
SAVANNAH RIVER LANDING**

THIS FIRST AMENDMENT TO INFRASTRUCTURE REPAIR AGREEMENT (this "Amendment") is made and entered into as of the ____ day of June, 2018, by and between the **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** (the "City") and **SRL LAND VENTURE LLC**, a Georgia limited liability company ("Owner").

WITNESSETH:

WHEREAS, MMA/PSP Savannah River, LLC ("Prior Owner") and the City entered into that certain Infrastructure Repair Agreement dated as of January 19, 2017 (the "Infrastructure Agreement"), pursuant to which the City agreed to fund, and Prior Owner agreed to construct, certain utility infrastructure repairs at the project known as Savannah River Landing in the city of Savannah, Georgia;

WHEREAS, pursuant to that certain Assignment and Assumption of Contracts dated as of September 20, 2017, Prior Owner assigned (and Owner assumed) all of Prior Owner's right, title and interest in, to and under the Infrastructure Agreement;

WHEREAS, the City and Owner now desire to amend and modify the Infrastructure Agreement to expand the scope of work to be performed by Owner to include certain streetscape improvements and to provide for additional funding from the City to cover the cost of all such additional streetscape work;

NOW, THEREFORE, for and in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby agree as follows:

1. Definitions. In addition to any other terms which are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

1.1 "Construction Agreement" shall mean an AIA or similar format agreement between Owner and a general contractor to be selected by Owner.

1.2 "City Streetscape Funds" shall mean (i) \$1,600,000.00 for use in connection with the installation of the Parks; (ii) \$500,000.00 for the Boulevard streetscape and landscaping; and (iii) \$600,000.00 for the Street D (from General McIntosh to Boulevard) streetscape and landscaping.

1.3 "Expiration Date" shall mean the sooner of June 30, 2023, or the date Owner has fully performed its obligations hereunder.

1.4 “Parks” shall mean the parks and public squares identified in the PUD as OS-1, OS-2, OS-3 and OS-6 in Savannah River Landing.

1.5 “Public Streetscape Improvements” shall mean the construction and installation of the Parks, the Boulevard streetscape and landscaping and the Street D (from General McIntosh to Boulevard) streetscape and landscaping, and all related improvements on the Property constructed or to be constructed as part of the Project, and described on Schedule 1 attached hereto.

1.6 “Public Streetscape Improvements Work” shall mean all of the work required to complete the Public Streetscape Improvements, including, but not limited to, all costs associated with testing, engineering and permitting said Public Streetscape Improvements, in accordance with the pertinent plans and specifications prepared by the Engineer of Record, and the provisions of the Construction Agreement.

1.7 “Record Drawings” shall mean the “as-built” drawings of the Public Streetscape Improvements prepared by the Engineer of Record upon the completion of the Public Streetscape Improvements Work as more particularly provided in Section 4.5.

1.8 “Subdivision Plat” shall mean that certain subdivision plat of the Property known as “*Recombination and Major Subdivision Plat of Savannah River Landing, 2nd G.M.D., Lamar Ward, City of Savannah, Chatham County, Georgia,*” prepared by Robert K. Morgan III, G.R.L.S. No. 3087, dated August 25, 2017, and recorded September 5, 2017 in Plat Book 51, page 146, Chatham County, Georgia records.

2. Public Improvements.

2.1 Construction Agreement. Prior to commencing the Public Streetscape Improvements Work, Owner shall enter into the Construction Agreement for the Public Streetscape Improvements Work. The Construction Agreement shall be in a format reasonably acceptable to the City and shall include, but not be limited to, a stipulated sum price, monthly draws based on work completed, retainage, a requirement that all draws be approved by the Engineer of Record, a requirement that Owner shall only be required to pay contractor when funds are received from the City, for so long as the City Streetscape Funds are available, a one (1) year warranty on new work, and immediate commencement of the work. Owner shall not agree to any material amendments to the Construction Agreement without the prior written consent of the City.

2.2 Construction Permits. The City agrees that it has approved the plans and specifications for the Public Streetscape Improvements Work and that it will issue all required permits for the completion of the Public Streetscape Improvements Work. The City waives all applicable testing and permitting fees due from the Owner pursuant to the applicable Development Regulations.

2.3 Completion of Public Streetscape Improvements Work. Subject to the exceptions listed below, Owner shall use its best efforts to achieve final completion of the Public Streetscape Improvements Work (the "Streetscape Completion Date") no later than four (4) years after commencement of the work, which extended period of time shall allow for Owner to complete the streets around the Phase 1 Garage project, OS-1 and OS-2 after the completion of the Phase 1 Garage project. However, if reasons beyond Owner's control cause an unavoidable delay in the progress of construction (including, but not limited to, such factors as the unavailability of materials or utilities, differing site conditions, inclement weather, strikes, changes in governmental regulations, acts of governmental agencies or their employees, or acts of God), the Streetscape Completion Date shall be extended appropriately. The Streetscape Completion Date shall also be extended by the number of days agreed to by the Parties in conjunction with any agreed change in the scope of the Public Streetscape Improvements Work.

2.4 City Streetscape Funds. The City agrees to provide funds from the City Streetscape Funds to Owner sufficient to pay draws pursuant to said Construction Agreement within twenty (20) days after approval by the Engineer of Record, or as otherwise required by the terms of the Construction Agreement, and further agrees that it will not delay payment for any reason so long as the draw has been approved by the Engineer of Record. Notwithstanding the foregoing, the Parties acknowledge and agree that City shall be required to fund such draws only to the extent of the amount of the City Streetscape Funds and that, when the City Streetscape Funds are depleted, the City shall not be liable for additional funding of the Public Streetscape Improvements Work. The City further acknowledges that to the extent Owner is able to realize savings on certain aspects of the Public Streetscape Improvements Work, Owner shall be permitted to apply such savings towards the cost of other public improvements in Savannah River Landing approved by the City.

2.5 Record Drawings and Acceptance of Public Streetscape Improvements. Promptly upon Owner's completion of the Public Streetscape Improvements Work the Owner will engage the Engineer of Record to prepare Record Drawings, and Owner shall submit the Record Drawings to the City together with an application to the City for the dedication of the Public Streetscape Improvements to the City. Upon receipt of the Record Drawings and said application, the City will perform the appropriate inspections and tests to confirm that the Public Streetscape Improvements Work has been completed in accordance with the provisions of the Construction Agreement, the pertinent plans and specifications prepared by the Engineer of Record, the Development Regulations, and the Infrastructure Agreement, as amended by this Amendment. Upon making such determination the City, after appropriate acceptance of said infrastructure by the Mayor and Aldermen, shall promptly notify Owner that the Public Streetscape Improvements are accepted by the City.

2.6 Development Fees. As compensation for Owner's services rendered in connection with the Public Streetscape Improvements Work, the City shall pay to Owner from the City Streetscape Funds a "Development Management Fee" in the amount

of four percent (4%) of the total hard and soft costs incurred with respect to the Public Streetscape Improvements. The Development Management Fee shall be paid as follows (i) twenty-five percent (25%) upon the commencement of construction of the Public Streetscape Improvements, and (ii) the remaining seventy-five percent (75%) in equal monthly payments over the term of the Public Streetscape Improvements Work, based upon the Streetscape Completion Date and as adjusted to take into account any change orders or other modifications.

3. General Provisions.

3.1 Notices. The following shall be the new notice addresses for Owner in Section 9.1 of the Infrastructure Agreement:

Owner:

SRL Land Venture LLC
c/o Regent Partners
3340 Peachtree Road, Suite 1400
Atlanta, Georgia 30326
Attn: Andrew Allman
Email: andrewallman@regentpartners.com

with a copy to:

David G. Williams, Esq
Sheley, Hall & Williams, P.C.
303 Peachtree Street, Suite 4440
Atlanta, Georgia 30308
Email: david@sheleyhall.com

3.2 Authorized Representatives. Section 9.2 of the Infrastructure Agreement is hereby amended to remove Mark Johnson as the authorized representative of Owner and to replace him with Andrew Allman.

3.3 Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the City and Owner have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, as of the day and year first above written.

City:

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

By: _____

Name: _____

Its: _____

Owner:

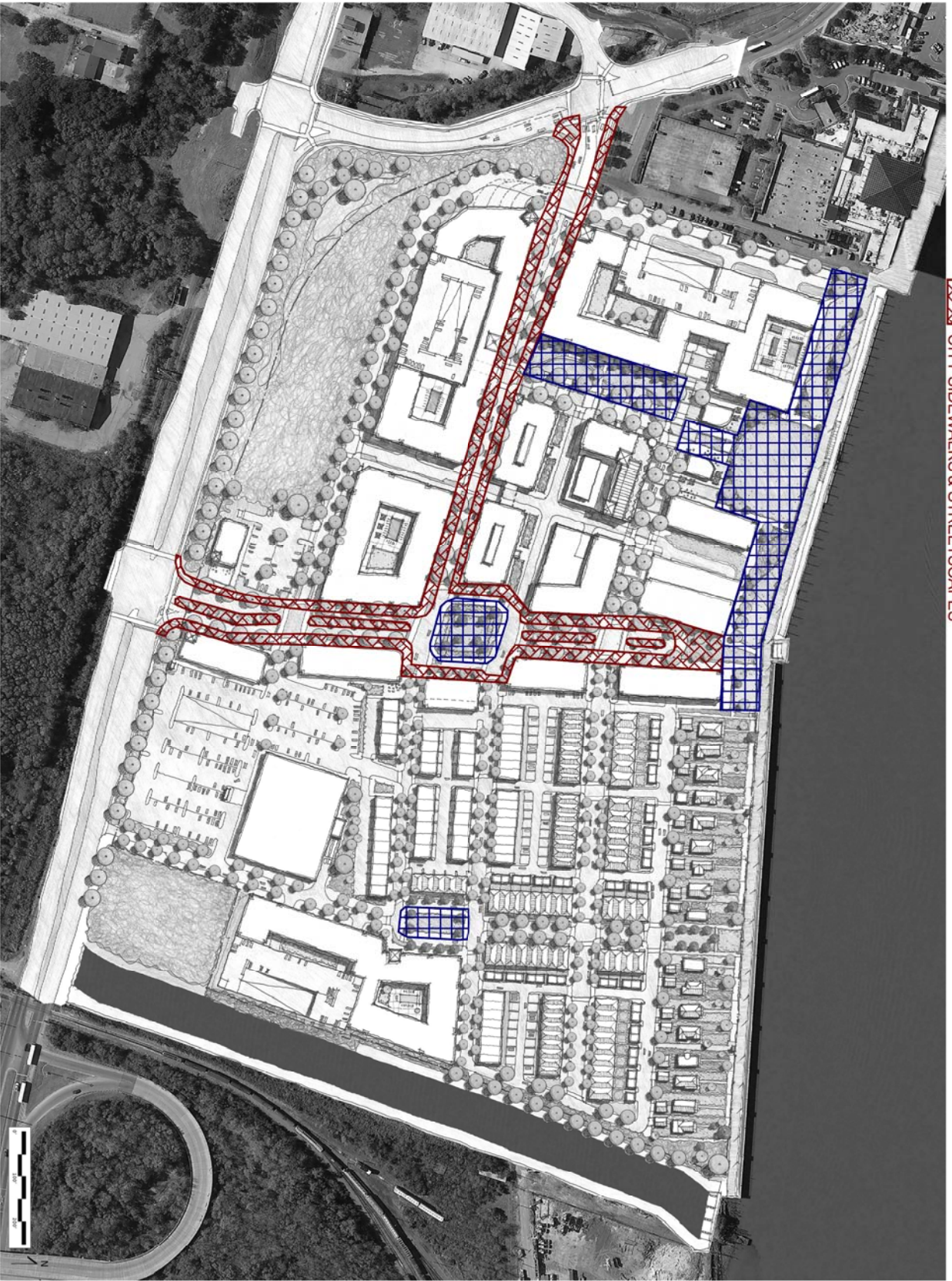
SRL LAND VENTURE, LLC

By: _____

A. Trent Germano, its manager

List of Exhibits:

Schedule 1: Description of Public Streetscape Improvements



 CITY PARKS & SQUARES
 CITY SIDEWALKS & STREETSCAPES

Savannah River Landing

Savannah, Georgia
MASTER PLAN - FULL BUILD

MARINER
PARTNERS
REGENT

COOPER CARRY 

MAY 23, 2017
20150232



Boulevard & Median 1



Boulevard & Median 2



Boulevard & Median 3



Boulevard & Median 4

Boulevard Conceptual Layout

Description: The City proposes to develop a landscaped median and streetscape along the street running north from President Street towards the Savannah River identified as Boulevard on the map. The median design will include canopy trees, grass, shrubs, perennials, and an irrigation system. The streetscape design will include brick sidewalks, ornamental lights, decorative trash receptacles, medium ornamental trees, and an irrigation system.

LEGEND

	TREE
	SHRUB
	SOD
	GROUNDCOVER
	BRICK PLAZA
	BRICK WALK
	BENCH
	LIGHT POLE
	TRASH RECEPTACLE



Streetscape Conceptual Layout

Description: The City proposes to develop the streetscape of the road running east off General McIntosh Boulevard adjacent to the two buildings which will house the City Parking Garages identified as Streetscape on the map. The design will include brick sidewalks, ornamental lights, decorative trash receptacles, canopy/medium ornamental trees, and an irrigation system.



Streetscape 1



Streetscape 2

LEGEND

TREE	SHRUB	SOD	GROUNDCOVER	BRICK FLAZA	BRICK WALK	BENCH	LIGHT POLE	TRASH RECEPTACLE



OS-1 - Riverfront Park Conceptual Layout

Description: The City proposes to develop a park along the Savannah River in the space identified as OS-1. The area will be designed to accommodate a variety of passive uses, with an emphasis on views to the River and access to the existing Riverwalk. The space will incorporate the following: brick plaza and sidewalks; decorative lighting, benches and trash receptacles; open grass areas; canopy and ornamental trees; shrubs, groundcovers, and perennials; and an irrigation system.

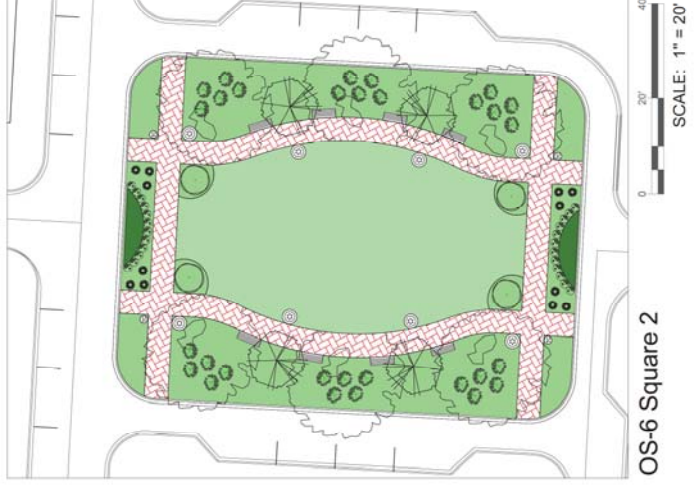


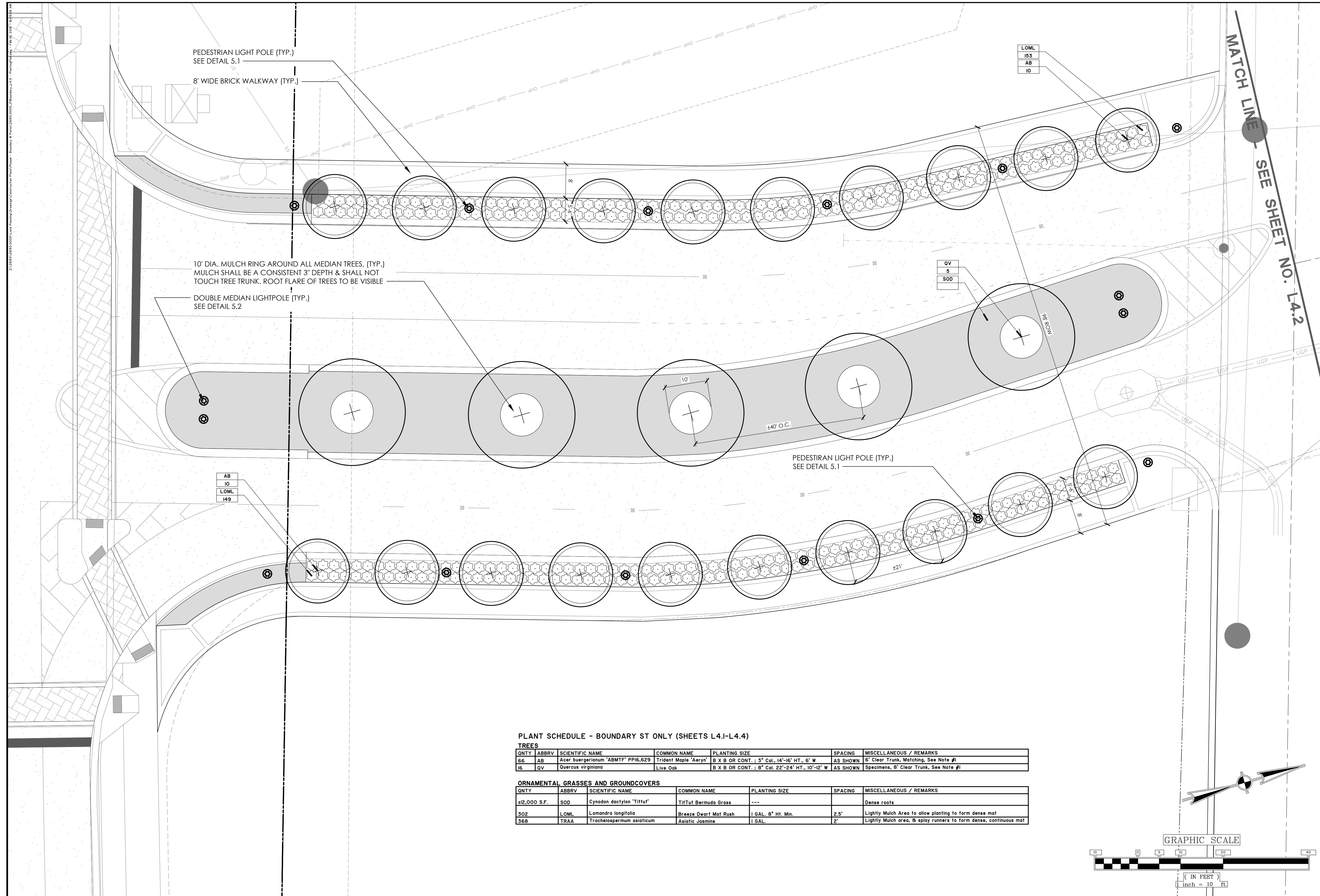
OS-2 - Plaza and OS-3/OS-6 Square Conceptual Layout

Description: The City proposes to develop a park space directly east of the public parking garage identified as OS-2 and two Squares within the spaces identified as OS-3 and OS-6 located along the north-south boulevard and adjacent to the southern portion of the proposed residential areas respectively. The areas will be designed with the ability to accommodate a variety of passive uses and will include such elements as: a brick plaza (OS-2); eight foot wide brick sidewalks (OS-3 and OS-6); decorative lighting, benches and trash receptacles; canopy and ornamental trees; shrubs, groundcovers, and perennials; and an irrigation system.

LEGEND

TREE	○
SHRUB	○
SOD	○
GROUNDCOVER	■
BRICK PLAZA	■
BRICK WALK	■
BENCH	○
LIGHT POLE	○
TRASH RECEPTACLE	○





MATCH LINE SEE SHEET NO. L4.2

-- DRAFT SET --
NOT FOR
CONSTRUCTION

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
 50 Park of Commerce Way
 Savannah, GA 31405 • 912.234.5300
 www.thomasandhutton.com

SAVANNAH RIVER LANDING LAND JV, LLC
 SAVANNAH, GA
 SAVANNAH RIVER LANDING
 BOUNDARY ST. - PLANTING PLAN

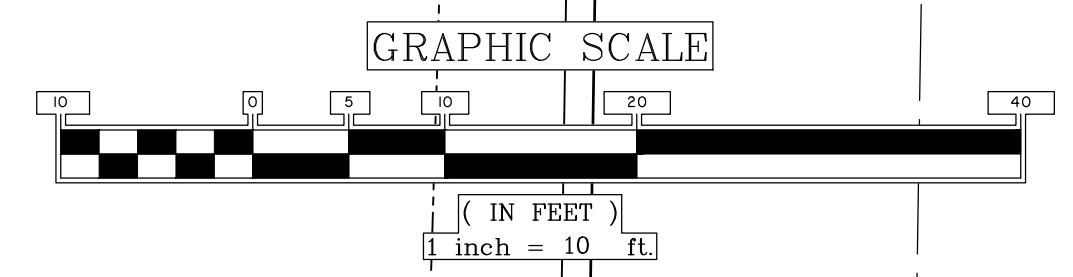
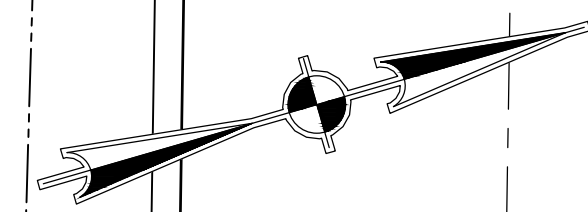
JOB NO: J-26193.0005
 DATE: 2/20/18
 DRAWN: JAS
 DESIGNED: JAS
 REVIEWED: JLG
 APPROVED: RPT
 SCALE: 1" = 10'

L4.1

PLANT SCHEDULE - BOUNDARY ST ONLY (SHEETS L4.1-L4.4)

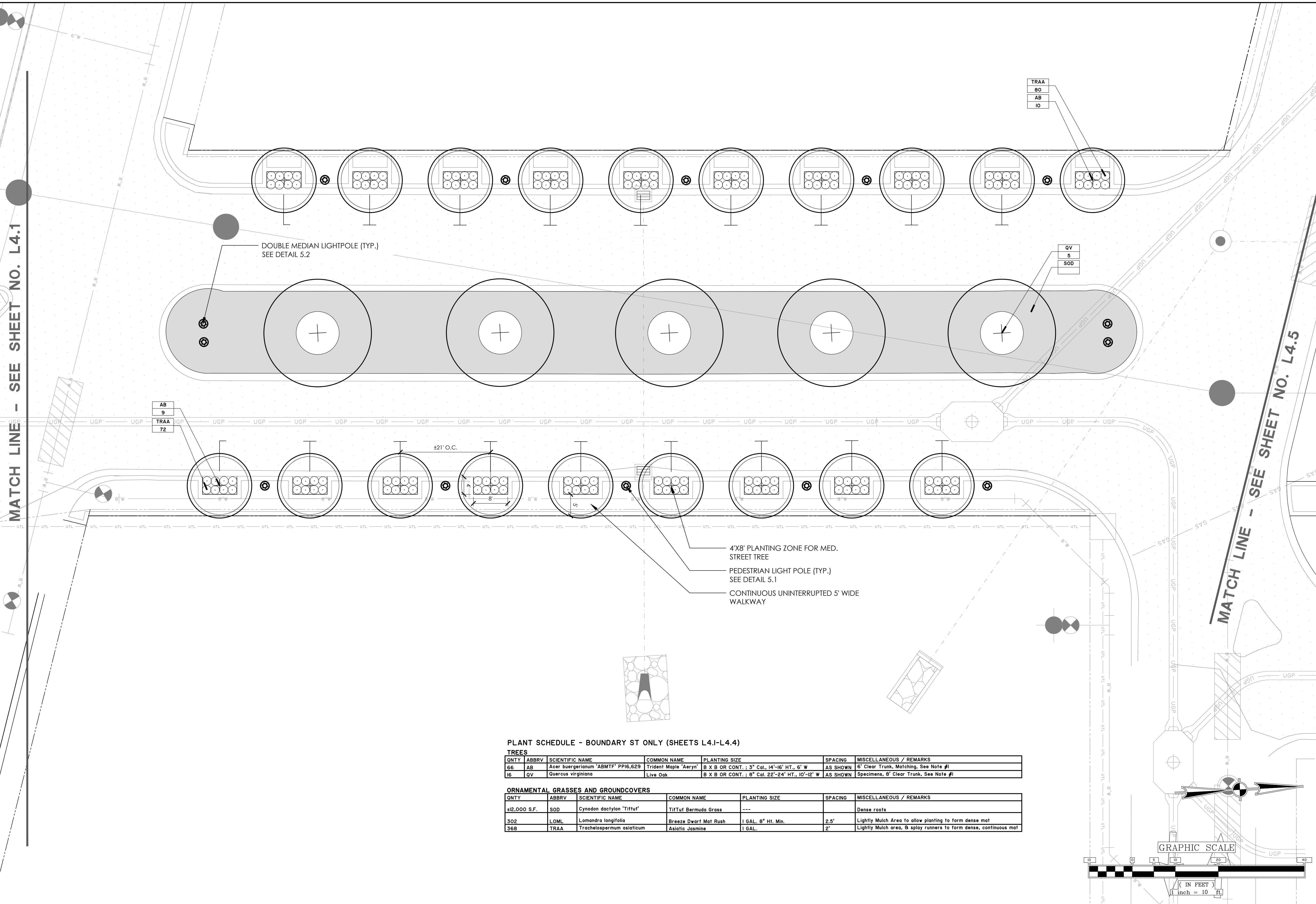
TREES						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
66	AB	Acer buergerianum 'ABMTF' PPI6.629	Trident Maple 'Aeryn'	B X B OR CONT. : 3" Cal., 14"-16' HT., 6' W	AS SHOWN	6' Clear Trunk, Matching, See Note #1
16	QV	Quercus virginiana	Live Oak	B X B OR CONT. : 6" Cal. 22"-24" HT., 10"-12" W	AS SHOWN	Specimens, 8' Clear Trunk, See Note #1

ORNAMENTAL GRASSES AND GROUNDCOVERS						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
±12,000 S.F.	SOD	Cynodon dactylon 'TifTuf'	TifTuf Bermuda Grass	---		Dense roots
302	LOML	Lomandra longifolia	Breeze Dwarf Mat Rush	1 GAL. 8" Ht. Min.	2.5'	Lightly Mulch Area to allow planting to form dense mat
368	TRAA	Trachelospermum asiaticum	Asiatic Jasmine	1 GAL.	2'	Lightly Mulch area, & splay runners to form dense, continuous mat



MATCH LINE - SEE SHEET NO. L4.1

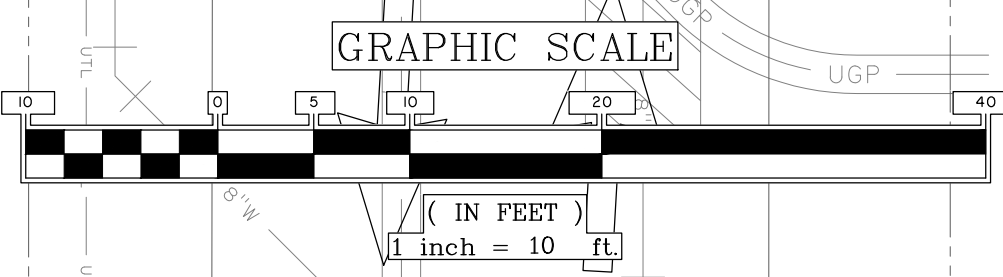
MATCH LINE - SEE SHEET NO. L4.5



PLANT SCHEDULE - BOUNDARY ST ONLY (SHEETS L4.1-L4.4)

TREES						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
66	AB	Acer buergerianum 'ABMTF' PPI6.629	Trident Maple 'Aeryn'	B X B OR CONT. : 3" Cal., 14"-16" HT., 6" W	AS SHOWN	6' Clear Trunk, Matching, See Note #1
16	QV	Quercus virginiana	Live Oak	B X B OR CONT. : 8" Cal. 22"-24" HT., 10"-12" W	AS SHOWN	Specimens, 8' Clear Trunk, See Note #1

ORNAMENTAL GRASSES AND GROUNDCOVERS						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
±2,000 S.F.	SOD	Cynodon dactylon 'Tifut'	TifTuf Bermuda Grass	---		Dense roots
302	LOML	Lomandra longifolia	Breeze Dwarf Mat Rush	1 GAL. 8" Ht. Min.	2.5'	Lightly Mulch Area to allow planting to form dense mat
368	TRAA	Trachelospermum asiaticum	Asiatic Jasmine	1 GAL.	2'	Lightly Mulch area, & splay runners to form dense, continuous mat



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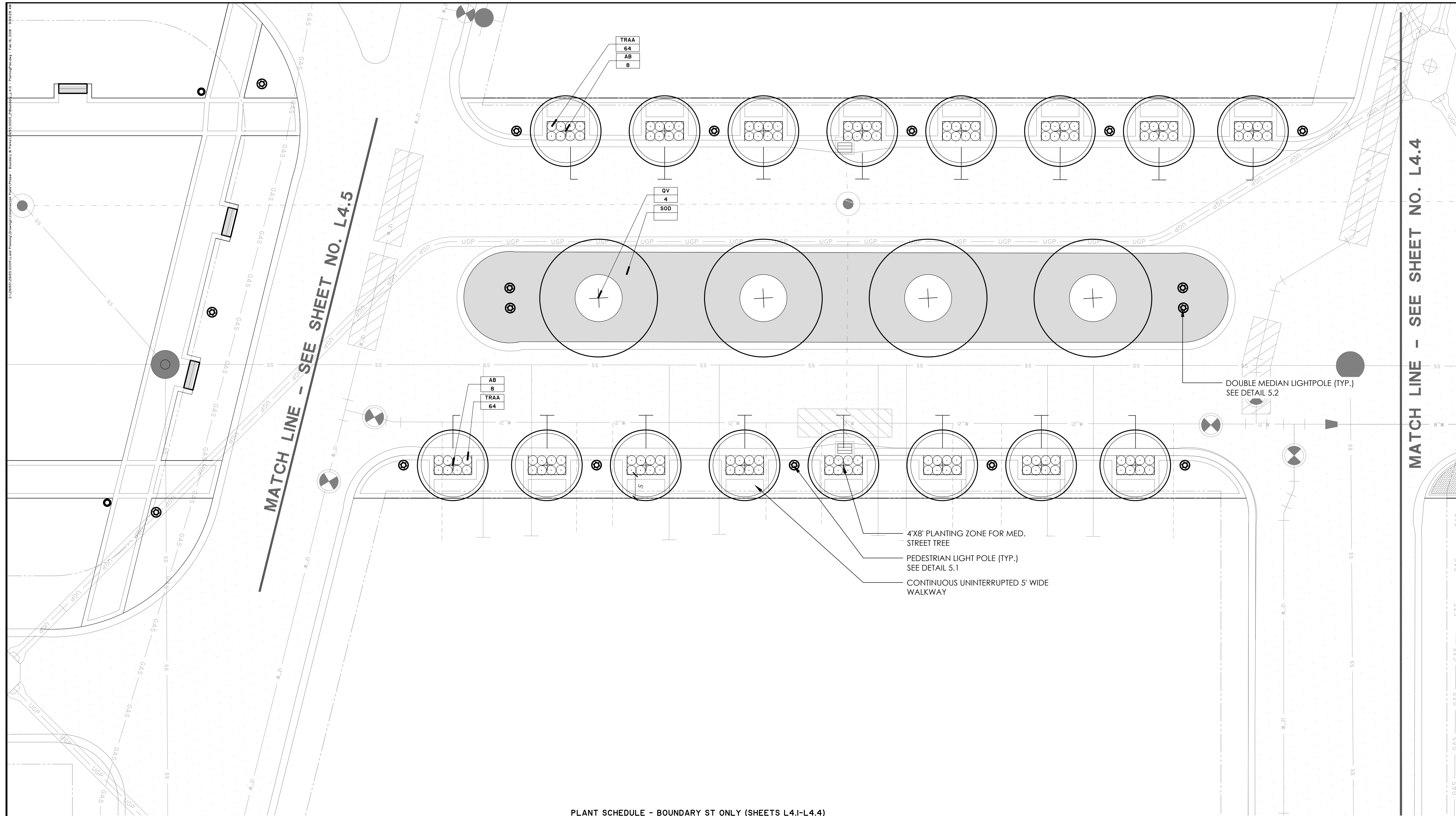
NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

SAVANNAH RIVER LANDING
JV, LLC
SAVANNAH, GA
SAVANNAH RIVER LANDING
BOUNDARY ST.- PLANTING PLAN

JOB NO:	J-26193.0005
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DESIGNED:	JAS
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SCALE:	1" = 10'

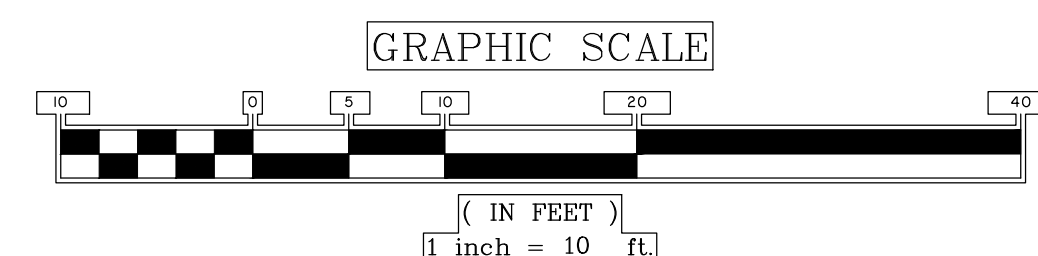
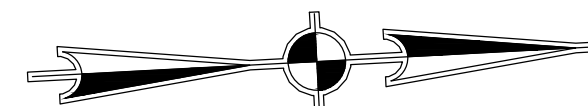
L4.2



PLANT SCHEDULE - BOUNDARY ST ONLY (SHEETS L4.1-L4.4)

TREES						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
66	AB	<i>Acer buergerianum</i> 'ABMTF' PPI6.629	Trident Maple 'Aeryn'	B X B OR CONT. ; 3" Cal., 14'-16' HT., 6' W	AS SHOWN	6' Clear Trunk, Matching, See Note #1
16	QV	<i>Quercus virginiana</i>	Live Oak	B X B OR CONT. ; 6" Cal. 22"-24" HT., 10'-12' W	AS SHOWN	Specimens, 8' Clear Trunk, See Note #1

ORNAMENTAL GRASSES AND GROUNDCOVERS						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
±12,000 S.F.	SOD	<i>Cynodon dactylon</i> 'TifTuf'	TifTuf Bermuda Grass	---		Dense roots
302	LOML	<i>Lomandra longifolia</i>	Breeze Dwarf Mat Rush	1 GAL. 8" Ht. Min.	2.5'	Lightly Mulch Area to allow planting to form dense mat
368	TRAA	<i>Trachelospermum asiaticum</i>	Asiatic Jasmine	1 GAL.	2'	Lightly Mulch area, B splay runners to form dense, continuous mat



MATCH LINE - SEE SHEET NO. L4.4

MATCH LINE - SEE SHEET NO. L4.5

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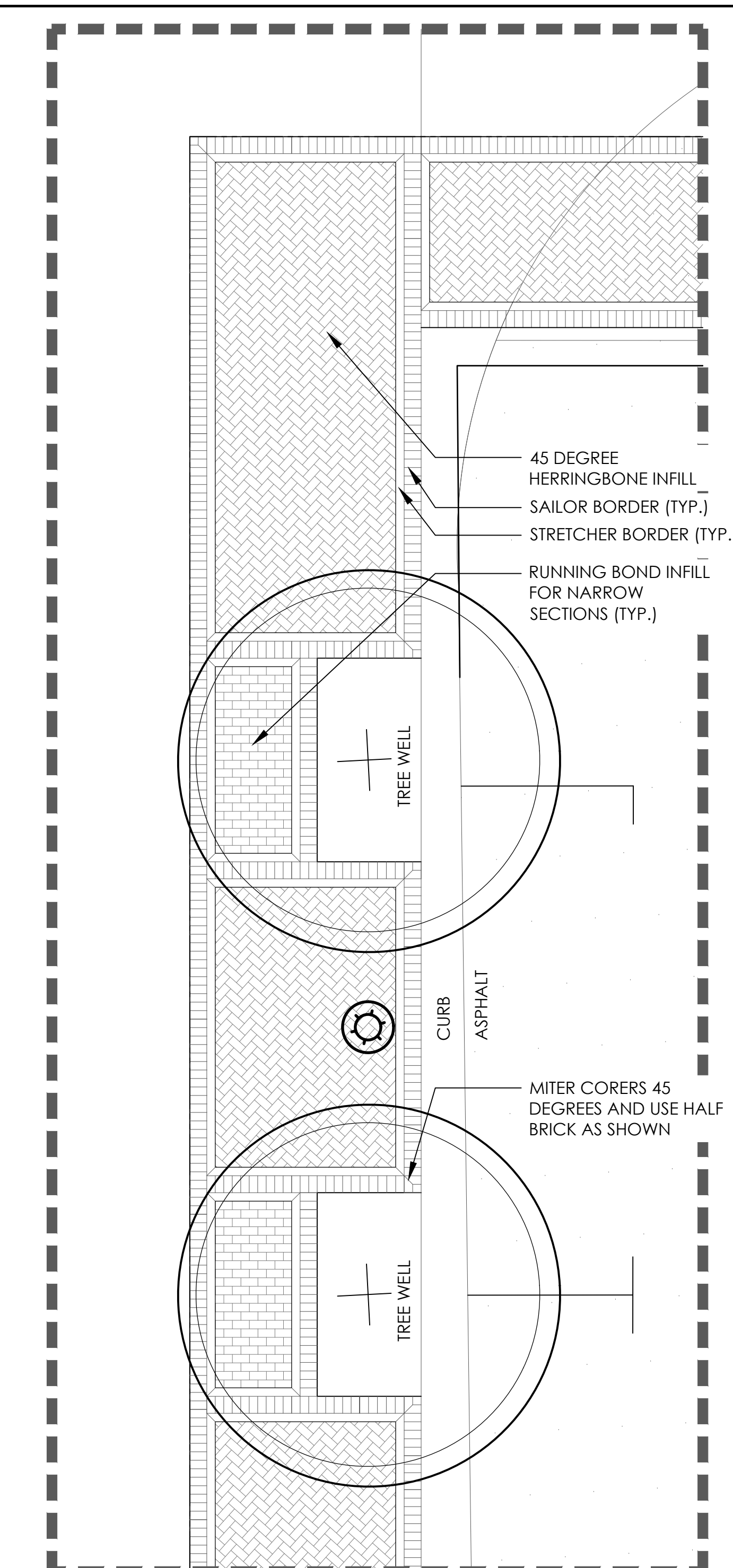
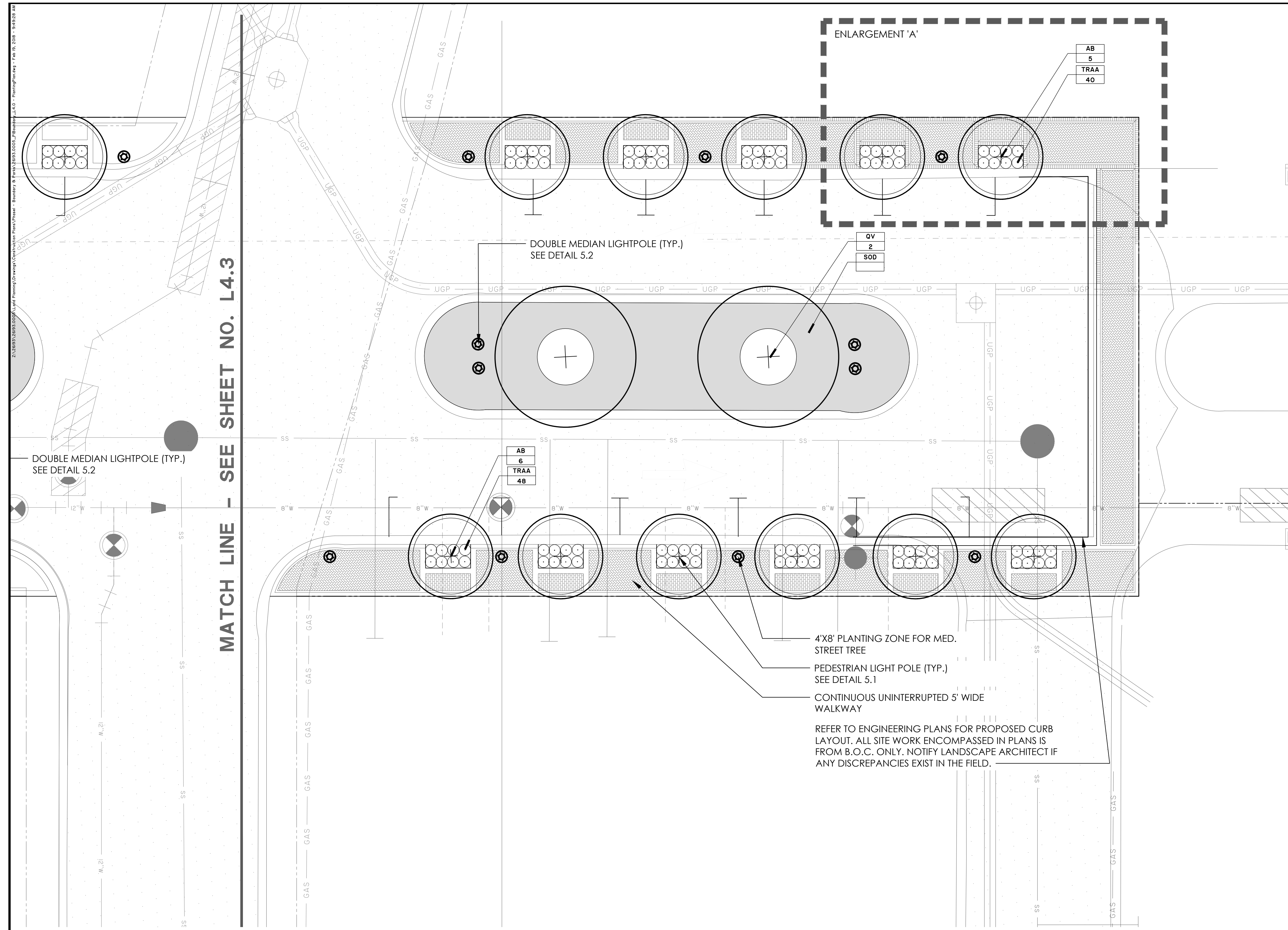
SAVANNAH RIVER LANDING LAND JV, LLC
 SAVANNAH, GA

SAVANNAH RIVER LANDING

BOUNDARY ST.- PLANTING PLAN

JOB NO:	J-26193.0005
DATE:	2/20/18
DRAWN:	JAS
DESIGNED:	JAS
REVIEWED:	JLG
APPROVED:	RPT
SCALE:	1" = 10'

L4.3

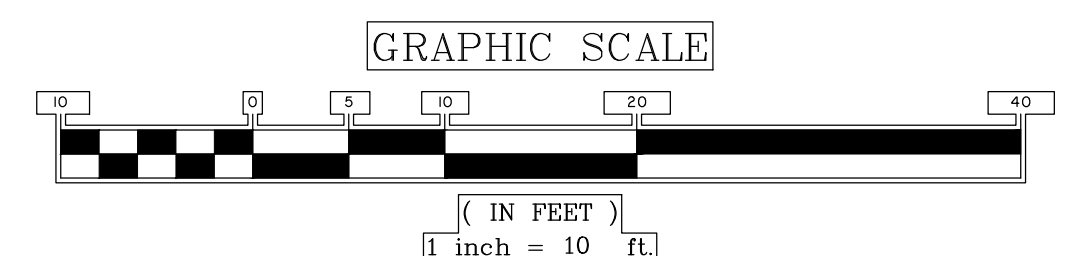
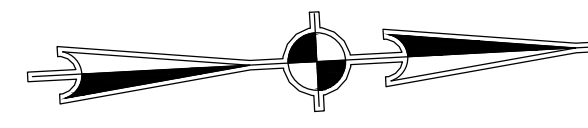


A BRICK PAVING ENLARGEMENT
SCALE: 1" = 4'

PLANT SCHEDULE - BOUNDARY ST ONLY (SHEETS L4.1-L4.4)

TREES						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
66	AB	<i>Acer buergerianum</i> 'ABMTF' PPI6.629	Trident Maple 'Aeryn'	B X B OR CONT. ; 3" Cal., 14"-16" HT., 6' W	AS SHOWN	6' Clear Trunk, Matching, See Note #1
16	QV	<i>Quercus virginiana</i>	Live Oak	B X B OR CONT. ; 8" Cal. 22"-24" HT., 10"-12" W	AS SHOWN	Specimens, 8' Clear Trunk, See Note #1

ORNAMENTAL GRASSES AND GROUNDCOVERS						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
±12,000 S.F.	SOD	<i>Cynodon dactylon</i> 'TifTuf'	TifTuf Bermuda Grass	---		Dense roots
302	LOML	<i>Lomandra longifolia</i>	Breeze Dwarf Mat Rush	1 GAL. 8" Ht. Min.	2.5'	Lightly Mulch Area to allow planting to form dense mat
368	TRAA	<i>Trachelospermum asiaticum</i>	Asiatic Jasmine	1 GAL.	2'	Lightly Mulch area, B splay runners to form dense, continuous mat



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CONSTRUCTION

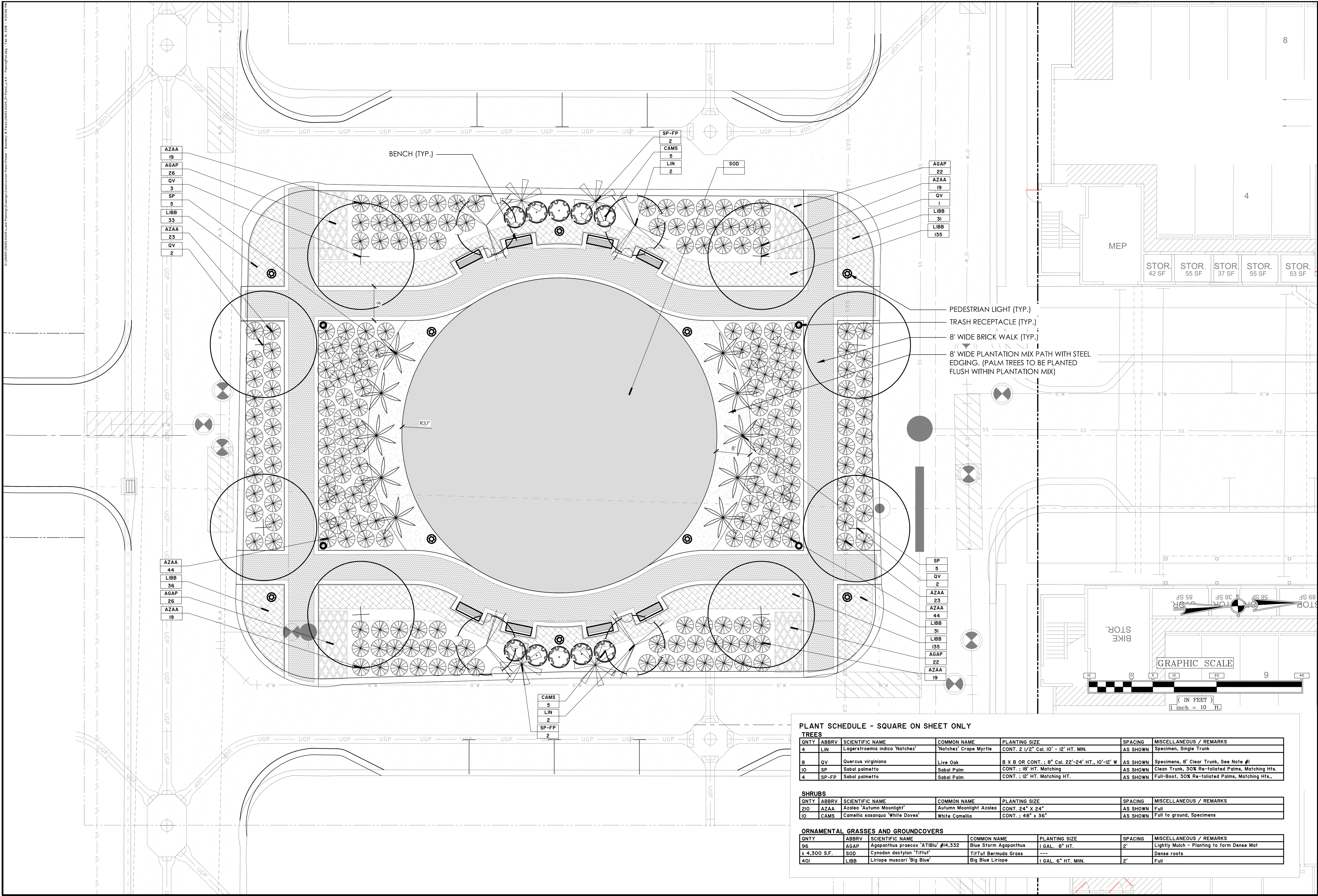
NO.	REVISIONS	BY	DATE

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Savannah, GA 31405 • 912.234.5300
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SAVANNAH RIVER LANDING LAND JV, LLC
SAVANNAH, GA
SAVANNAH RIVER LANDING
BOUNDARY ST.- PLANTING PLAN

JOB NO:	J-26193.0005
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DESIGNED:	JAS
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APPROVED:	RPT
SCALE:	1" = 10'

L4.4



-- DRAFT SET --
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 Savannah, GA 31405 • 912.234.5300
 www.thomasandhutton.com

SAVANNAH RIVER LANDING LAND JV, LLC
 SAVANNAH, GA
 SAVANNAH RIVER LANDING
 SRL PARK #2 - PLANTING PLAN

JOB NO: J-26193.0005
 DATE: 2/20/18
 DRAWN: JAS
 DESIGNED: JAS
 REVIEWED: JLG
 APPROVED: RPT
 SCALE: 1" = 10'

L4.6

PLANT SCHEDULE - SQUARE ON SHEET ONLY

TREES						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
4	LIN	<i>Lagerstroemia indica</i> 'Notchex'	'Notchex' Crape Myrtle	CONT. 2 1/2" Cal. 10' - 12' HT. MIN.	AS SHOWN	Specimen, Single Trunk
8	QV	<i>Quercus virginiana</i>	Live Oak	B X B OR CONT. : 8" Cal. 22'-24' HT., 10'-12' W	AS SHOWN	Specimens, 8' Clear Trunk, See Note #1
10	SP	<i>Sabal palmetto</i>	Sabal Palm	CONT. : 18" HT. Matching	AS SHOWN	Clean Trunk, 30% Re-foliated Palms, Matching Hts.
4	SP-FP	<i>Sabal palmetto</i>	Sabal Palm	CONT. : 12' HT. Matching HT.	AS SHOWN	Full-Boot, 30% Re-foliated Palms, Matching Hts.,

SHRUBS						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
210	AZAA	<i>Azalea</i> 'Autumn Moonlight'	Autumn Moonlight Azalea	CONT. 24" X 24"	AS SHOWN	Full
10	CAMS	<i>Camellia sasanqua</i> 'White Doves'	White Camellia	CONT. : 48" x 36"	AS SHOWN	Full to ground, Specimens

ORNAMENTAL GRASSES AND GROUNDCOVERS						
QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
96	AGAP	<i>Agapanthus praecox</i> 'ATIBU' #14,332	Blue Storm Agapanthus	1 GAL. 8" HT.	2'	Lightly Mulch - Planting to form Dense Mat
± 4,300 S.F.	SOD	<i>Cynodon dactylon</i> 'Tiftuf'	TIFTuf Bermuda Grass	---	---	Dense roots
401	LIBB	<i>Liriope muscari</i> 'Big Blue'	Big Blue Liriope	1 GAL. 6" HT. MIN.	2'	Full