

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the 5th day of December 2019 (“Effective Date”) by and among **601 EAST RIVER STREET, LLC**, a Georgia limited liability company (“601 East River Street”); **RIVER STREET 1, LLC**, a Georgia limited liability company (“River Street 1”); and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“City”).

WITNESSETH:

WHEREAS, 601 East River Street is the owner of certain property being more specifically described as Parcel B-1 on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, River Street 1 is the owner of certain property being more specifically described as Parcel B-2 on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, 601 East River Street and River Street 1 are collectively referred to herein as “Developer;” and Parcel B-1 and Parcel B-2 are collectively referred to herein as the “Property;” and

WHEREAS, Developer desires to develop the Property for mixed use commercial purposes, together with open space and public space for the use and benefit of the Property and the general public (the “Project”).

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, Developer and City agree as follows:

1. Project. Developer intends to develop the Property as a planned development approved by City, so that there will be a comprehensive and predictable land planning guide for the future development of the Project. The Project includes the property swap described in Section 3 and several improvements within and adjacent to the River Street right of way and adjacent to the Project site, including the above-ground improvements described in Section 2 and the utility improvements described in Section 4.

2. Above-Ground Improvements. The above-ground improvements, as described below (the “Above-Ground Improvements”), shall be constructed by Developer on the Property in accordance with plans and specifications approved by City (the “Plans and Specifications”) and the budgeted costs to design and construct the Above-Ground Improvements are shown and described on Exhibit B, attached hereto and made a part hereof. The Above-Ground Improvements consist of an elevator, staircase with landscaping, and a pedestrian bridge, as more particularly set forth below:

(a) Elevator, Staircase and Landscaping. An elevator and staircase shall be constructed on the Property to provide pedestrian connectivity between Bay Street and River Street. City will pay 100% of the design and construction costs associated with this work. Upon purchase of the Above-Ground Improvements, (i) the elevator and staircase will be maintained and repaired by City; (ii) Developer shall reserve the right, but not the obligation, to clean the staircase at no cost or expense to City, including the removal and disposal of trash or debris from the staircase, in accordance with the terms of a non-exclusive Easement and License Agreement to be entered into between the parties within thirty (30) days of the submittal of an as-built survey that will show the completed elevator and staircase (the "ELA"); and (iii) the landscaping shall be maintained by Developer at its sole cost and expense in accordance with the terms of the ELA.

(b) Pedestrian Bridge. A pedestrian bridge similar in design to other pedestrian bridges located on Factor's Walk shall be constructed by Developer in substantially the form attached hereto as Exhibit C. Upon purchase of the Above-Ground Improvements, the pedestrian bridge will be maintained and repaired by City.

(c) Purchase of Above-Ground Improvements. Upon completion of the Above-Ground Improvements in accordance with the Plans and Specifications, and acceptance thereof by City, the Above-Ground Improvements shall be conveyed to City in consideration of the Purchase Price to be paid by City to Developer and in accordance with a Purchase Sale and Swap Agreement ("PSSA") attached hereto as Exhibit F. The PSSA shall be executed immediately upon approval of this Agreement, and the parties acknowledge and agree that upon acceptance by City of the Plans and Specifications the accepted Plans and Specifications shall be incorporated as a part of the PSSA without any further action on the part of City or Developer. The "Purchase Price" shall mean the actual cost of the design and construction of the Above-Ground Improvements, including the as-built survey referred to in Section 2(a) and the actual construction period interest attributable to the design and construction of the Above-Ground Improvements, provided that the rate of interest is a negotiated market rate, but not including contingency amounts in the construction budget unless the amount of such cost is actually incurred; notwithstanding the foregoing, the Purchase Price shall not exceed the sum of Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00) plus the amount of the aforesaid construction period interest (the "Maximum Purchase Price") and Developer shall assume the risk that the cost of design and construction of the Above-Ground Improvements exceeds the Maximum Purchase Price; provided, however, that either party shall have the right to request a change in the amount of the Maximum Purchase Price in the event of Unforeseen Conditions, Force Majeure or special conditions required by City that would constitute a change in the scope of work for the Above-Ground Improvements, and in such event the parties shall negotiate in good faith the amount of such change. Developer may, at its option and its sole cost and expense, incur costs in excess of the Maximum Purchase Price for the design and construction of the Above-Ground Improvements if it determines that it would be in the best interests of the Project to modify or augment the Above-Ground Improvements above and beyond the requirements of the Plans and Specifications, provided that any such modification or augmentation shall be subject to City's review and approval without regard to the cost thereof.

(d) Verification of Purchase Price. Developer shall, on a periodic basis no less than monthly, submit verification of the actual costs incurred to date for the design and construction of the Above-Ground Improvements in such format and with such procedures as are satisfactory to City in its reasonable discretion reasonably required by City, to include without limitation invoices for all such costs, lien waivers for all sums disbursed by the general contractor for the Above-Ground Improvements to its subcontractors, and such other statements, waivers, affidavits, supporting waivers, invoices, evidence of bonding, schedules of values and releases for the purposes of issuing interim mechanic's lien coverage, all in form and substance satisfactory to City in its reasonable discretion.

3. Real Property Swap. Developer shall, immediately upon the conveyance to City of the Above-Ground Improvements, convey to City the parcels of land upon which the Above-Ground Improvements have been constructed and, in consideration thereof, City shall convey to Developer a parcel of land as more particularly shown and described in the "Property Conveyance Exhibit" attached here to as Exhibit D, and incorporated herein by reference, all in accordance with the PSSA. The parties acknowledge and agree that (i) the parcels of land to be conveyed by Developer to City as described above consists in the aggregate of between 1,200 - 1,500 square feet of real property, (ii) the parcel of land to be conveyed by City to Developer as described above consists of approximately 350 square feet of real property, (iii) the fair market value of said property to be conveyed from Developer to City will be in excess of the fair market value of said property to be conveyed by City to Developer, and (iv) no additional consideration will be required by City for the property to be conveyed by City to Developer pursuant to this Section.

4. Utility Improvements. Developer shall construct certain utility improvements in connection with the Project (the "Utility Improvements") and shall be paid or reimbursed by City for the costs of the design and construction of the Utility Improvements, all as more particularly shown and described in that certain Water and Sewer Agreement (the "WSA"), in substantially the form shown on Exhibit E, attached hereto and incorporated herein by reference.

5. Temporary Construction Easement. For and during the construction period of the Above-Ground Improvements and the Utility Improvements, the City shall grant to Developer and its contractors, architects, engineers and other agents or employees, temporary construction easements appurtenant to the City Rights of Way within and adjoining the Project Site (the "ROWS") to access and construct the Above-Ground Improvements and the Utility Improvements, all as more particularly set forth in the Temporary Construction Easement Agreement (the "TCEA") to be entered into by the parties within thirty (30) days of the completion and acceptance by City of the Plans and Specifications.

6. Diligence and Force Majeure. The parties shall use reasonable diligence to perform the work described herein but shall not be liable to each other, or their respective successors or assigns, for damages, costs, attorneys' fees, reasonably and actually incurred (including costs or attorneys' fees on appeal) for breach of contract, or otherwise, for failure, suspension, diminution, or other variations of services occasioned by any caused Force Majeure.

7. Agency. Developer and City, and their respective agents, contractors or subcontractors, shall perform all activities, duties and obligations set forth in this Agreement as independent entities and not as agents or partners of each other.

8. Binding Nature of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and the successors or assigns of the parties and shall run with the Property and be binding upon and inure to the benefit of any person, firm or corporation that may become the successor in interest, directly or indirectly, to the Property, or any portion thereof.

9. 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 the state or federal courts in Chatham County, Georgia.

10. Force Majeure and Unforeseen Conditions. As used herein, (a) “Force Majeure” shall mean any event that causes an increase in time and/or cost of construction of the Project, if and so long as such event is caused by natural disaster, fire, earthquake, floods, explosion, extraordinary adverse weather conditions, declared or undeclared war, terrorism, riots, protests, mob violence, inability to procure or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, unforeseen physical conditions, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, rules, regulations, orders of governmental or military authorities or any event of force majeure customarily found in construction contracts used in the building construction industry in the vicinity of the Project and actually contained in the Developer’s contract with its general contractor, so long as such cause is not within the control of the party undertaking same; and (b) “Unforeseen Conditions” shall mean environmental contamination not previously disclosed by any prior environmental report or those conditions encountered at the Project site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Plans and Specifications and related contract documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Plans and Specifications and related contract documents.

11. City Council Approval. Developer acknowledges that this Agreement is subject to approval by the City Council. Developer further acknowledges that the ELA, PSSA, WSA and TCEA (collectively, the “Subordinate Agreements”) are subject to approval by the City Council; however, the approval of this Agreement by the City Council shall hereby

constitute such approval of the Subordinate Agreements and the City Manager shall be authorized to enter into the Subordinate Agreements provided the City Manager determines that the provisions thereof are consistent with the structure and material duties and obligations of the parties to those documents as described in this Agreement and do not provide for an increase in the City's financial obligations thereunder.

12. 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. Notwithstanding any provision contained herein to the contrary, in no event shall this Agreement cancel or supersede that certain Development Agreement dated December 12, 2013, as amended by that certain First Amendment dated December 19, 2018 by and between City and East River Street, LLC.

(b) No Indemnification. The parties acknowledge and agree that neither this Agreement nor any of the Subordinate Agreements impose or shall impose any obligation on the part of City to indemnify or hold harmless Developer or any other person or entity.

(c) 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 party, which consent shall not be unreasonably withheld. Any attempted assignment without prior written consent shall be void and of no force or effect.

(d) 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.

(e) 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.

(f) Severability. In the event that any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such provision shall be deemed an independent provision and such determination shall not affect the validity or enforceability of any other p r o v i s i o n of this Agreement, which shall remain in full force and effect and which shall be construed as to be valid and enforceable under applicable law.

(g) Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) upon receipt as evidenced by delivery receipt if sent by a national overnight delivery service, (iii) sent by electronic mail or facsimile to the addresses or numbers below if a confirmed receipt, which includes the date and time of delivery, is provided, or (iv) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance with:

if to 601 East River Street: 601 East River Street, LLC
c/o Northpoint Hospitality
3405 Piedmont Road NE, Suite 55
Atlanta, GA 30305-4891
Email: _____
Facsimile: _____

with a copy to: Hunter Maclean
Attention: Harold B. Yellin, Esq.
200 East Saint Julian Street
Savannah, GA 31412
Email: HYellin@HunterMaclean.com
Facsimile: (912) 236-4936

if to River Street 1: River Street 1, LLC
c/o Northpoint Hospitality
3405 Piedmont Road NE, Suite 55
Atlanta, GA 30305-4891
Email: _____
Facsimile: _____

with a copy to: Hunter Maclean
Attention: Harold B. Yellin, Esq.
200 East Saint Julian Street
Savannah, GA 31412
Email: HYellin@HunterMaclean.com
Facsimile: (912) 236-4936

if to City: City of Savannah
Attention: City Manager
City Hall
2 East Bay Street
Savannah, GA 31401
Email: pmonahan@savannahga.gov
Facsimile: (912) 238-0872

with a copy to: R. Bates Lovett, Esq.
Office of the City Attorney
6 East Bay Street, 3rd Floor
Savannah, GA 31401
Email: blovett@savannahga.gov
Facsimile: (912) 525-3267

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

Exhibit A	Legal Description
Exhibit B	Cost of Above-Ground Improvements
Exhibit C	Pedestrian Bridge Concept
Exhibit D	Plat of Property Showing Foundation Encroachment
Exhibit E	Water and Sewer Agreement (East River Street Project)
Exhibit F	Purchase Sale and Swap Agreement

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

Developer:

601 EAST RIVER STREET, LLC, a Georgia limited liability company

By: _____

Name: _____

Title: _____

RIVER STREET 1, LLC, a Georgia limited liability company

By: _____

Name: _____

Title: _____

City:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a Georgia municipal corporation

By: _____

Patrick C. Monahan
City Manager

Attest: _____

Mark Massey
Clerk of Council

[OFFICIAL SEAL]

EXHIBIT A

[to Development Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

LEGAL DESCRIPTION

Parcel B-1:

All that tract or parcel of land being identified as Parcel B-1 on that certain Minor Subdivision and Recombination on Plat – East Bay Subdivision prepared by Michael A. Hussey, GRLS No. 2509, Sundial Land Surveying, dated October 8, 2013 and recorded in Subdivision Map Book 42-S, Page 174, Chatham County records.

Parcel B-2:

All that tract or parcel of land being identified as Parcel B-2 on that certain Minor Subdivision and Recombination Plat – East Bay Subdivision prepared by Michael A. Hussey, GRLS No. 2509, Sundial Land Surveying, dated October 8, 2013 and recorded in Subdivision Map Book 42-S, Page 174, Chatham County records;

together with

Rights arising under and subject to the conditions of that Revocable License Encroachment Agreement between The Mayor and Aldermen of the City of Savannah and 611 East River Street, LLC dated May 2, 2014 and recorded in Deed Book 396U, Page 644, Chatham County records.

EXHIBIT B

[to Development Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

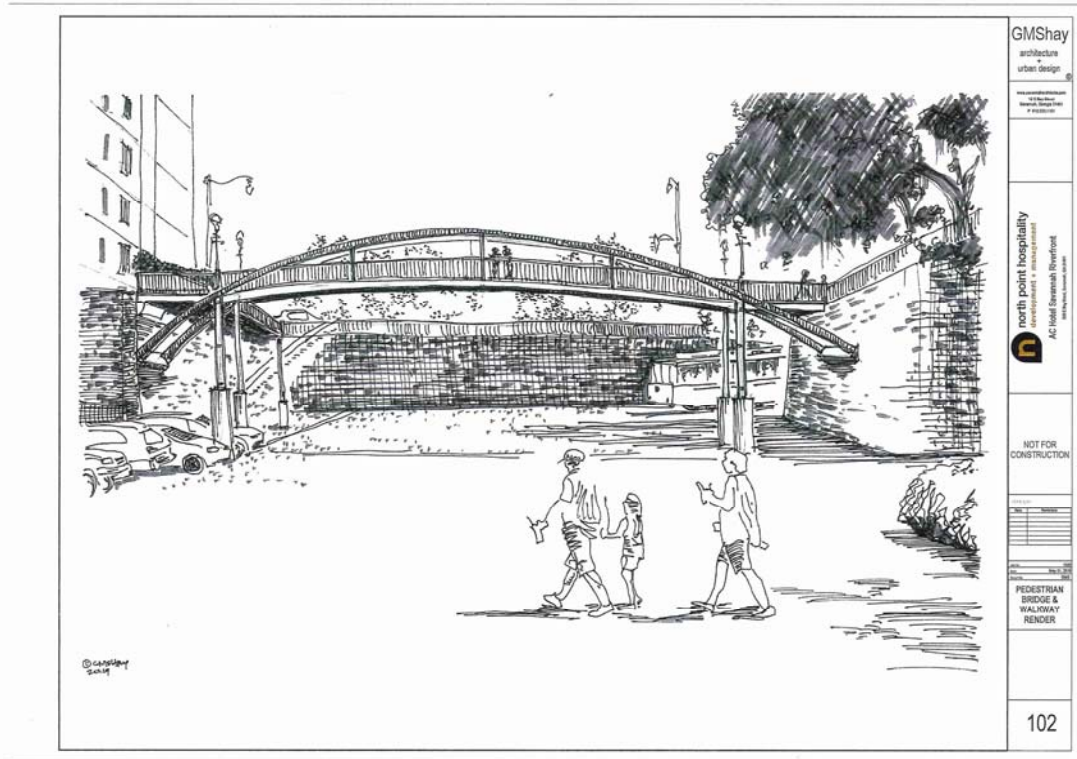
COST OF ABOVE-GROUND IMPROVEMENTS

River Street East Development Agreement Cost Proposal		
Construction Cost		
Stairway / Water Features / Landscape	\$	1,850,000.00
Elevator	\$	800,000.00
Pedestrian Bridge	\$	912,000.00
Design Fees	\$	364,000.00
	Sub-Total \$	3,926,000.00
	Contingency \$	1,077,700.00
	Construction / Design Total Cost \$	5,003,700.00
	Proposed Improvements Sub-Total \$	5,003,700.00
	Construction Management \$	196,300.00
	Development Agreement Total Cost \$	5,200,000.00

EXHIBIT C

[to Development Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

PEDESTRIAN BRIDGE CONCEPT



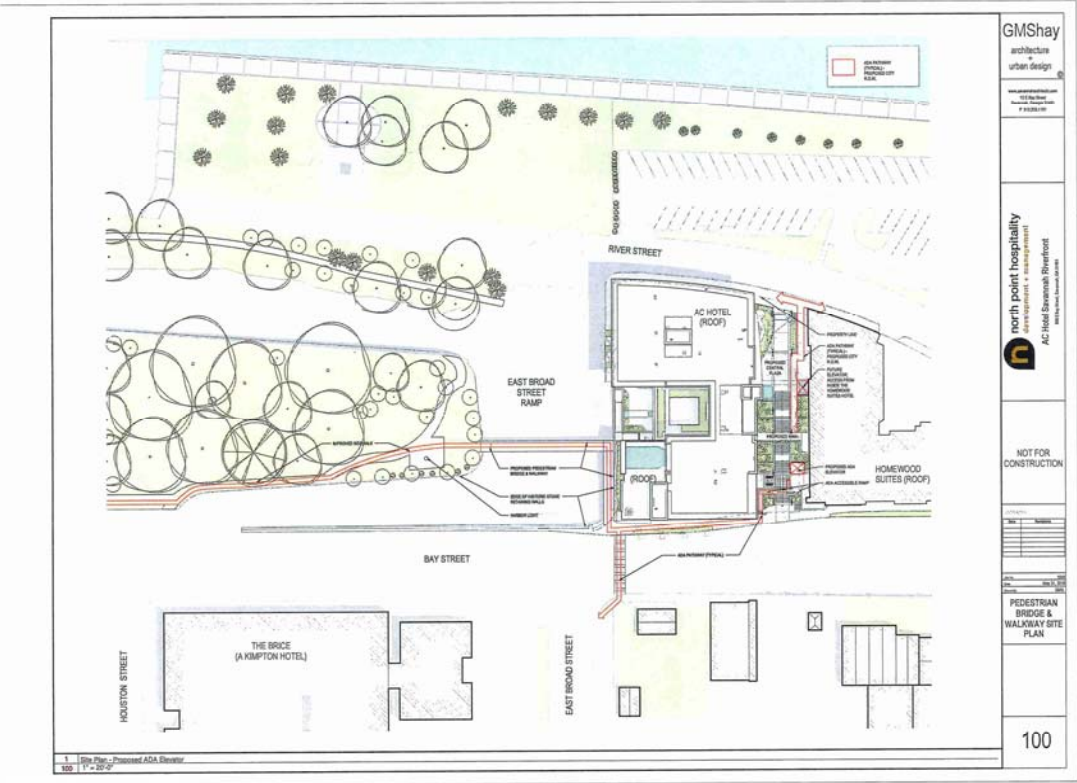


EXHIBIT D

[to Development Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

PLAT OF PROPERTY SHOWING PROPERTY TO BE CONVEYED BY CITY

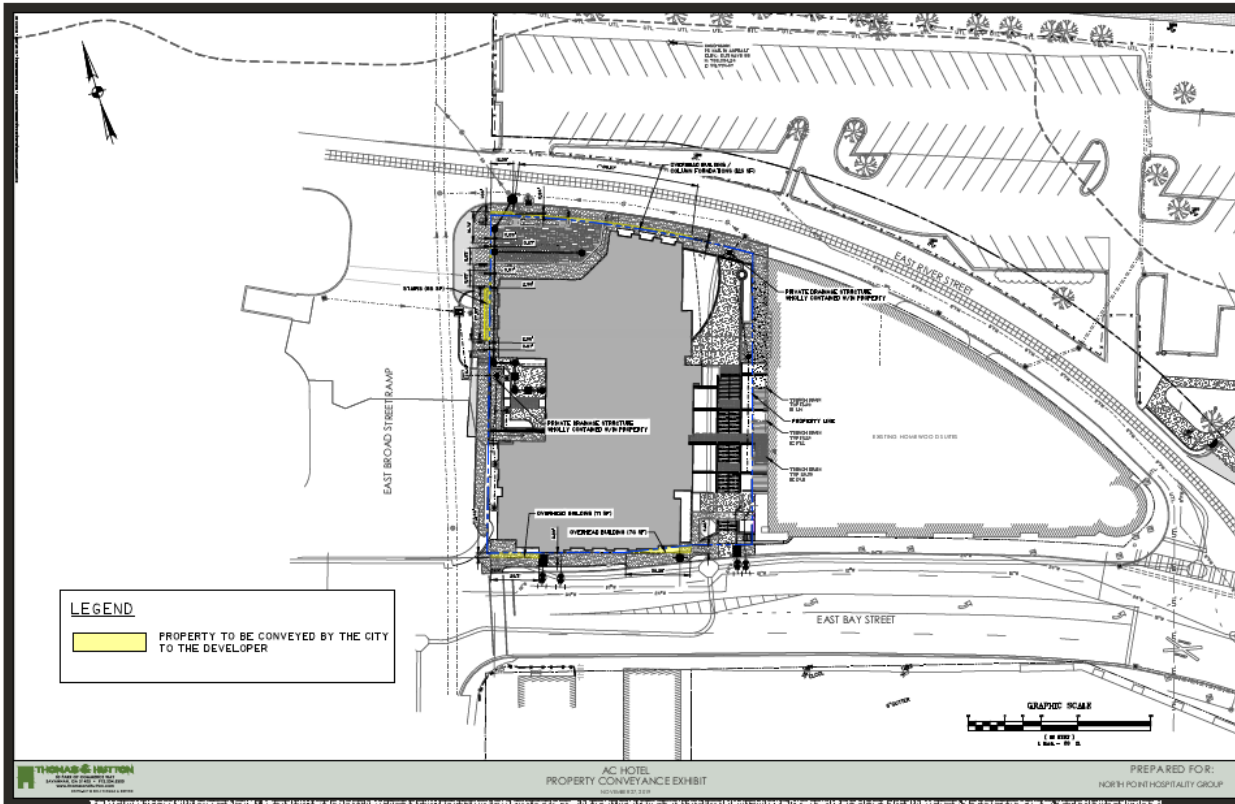


EXHIBIT E

[to Development Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

WATER AND SEWER AGREEMENT (East River Street Project)

STATE OF GEORGIA

CHATHAM COUNTY, GEORGIA

THIS WATER AND SEWER AGREEMENT (East River Street Project) (this “Agreement”) is made and entered into as of the 5th day December 2019 (“Effective Date”) by and between **601 EAST RIVER STREET, LLC**, a Georgia limited liability company (“601 East River Street”); **RIVER STREET 1, LLC**, a Georgia limited liability company (“River Street 1”); and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“City”).

WITNESSETH:

WHEREAS, 601 East River Street and River Street 1 (hereinafter collectively referred to as “Developer”) is the developer of certain property as shown on the attached drawings entitled “Specific Development Plans for River Street East Utility Extension,” prepared by Thomas & Hutton, dated June 28, 2019, and which is attached hereto as Exhibit A-1, and “Site Development Plans of East River Street Force Main Improvements,” prepared by Thomas & Hutton, dated August 12, 2019, and which is attached hereto as Exhibit A-2.

WHEREAS, Developer desires to develop the property for mixed use commercial purposes, together with open space and public space for the use and benefit of the property and the general public (the “Project”).

WHEREAS, Developer desires certain commitments from 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 Project; 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, hereinafter referred to as Engineer, and bids for the construction of said systems has been or will be requested.

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, Developer and

City, intending to be legally bound, agree as follows:

1. City shall approve and does hereby approve Thomas & Hutton who shall serve as the Engineer hereunder, and who shall be responsible for the engineering design and inspection in connection with the installation of the said water and sanitary sewer systems. Developer shall be responsible for 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. Developer shall provide to City a statement from the 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 City's specifications and standards. Upon request of 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 City.

2. Developer shall be responsible for the construction of the following:

(a) Water Distribution System. Approximately 700 linear feet of 10" water main will loop an existing dead end 6" water main serving a fire hydrant on River Street at the East Broad Street ramp to an existing 12" water main at the intersection of River Street and East Bay Street. This loop will support and improve the domestic and fire water services needed to support the development of the Project but will also provide an additional means of connectivity for City's water system along River Street. Developer will pay 67% and City will pay 33% of the costs of the water distribution system.

(b) Gravity Sewer System. An existing City gravity sewer system currently serves the Homewood Suites Hotel from the western portion of the site. This existing sewer system needs to be extended towards the east to provide sewer service to the Project. Approximately 400 linear feet of 8" sewer main along with the associated manholes and appurtenances is currently proposed to provide this sewer service. Developer will pay 100% of this cost and there will be no reimbursement from City for this item of expense.

(c) Force Main. In order to increase the capacity of Pump Station #21, City plans to install a new 8" force main to replace an aging existing 8" force main. The new force main will start at Pump Station #21 which is 0.25 miles west of the Project and will connect to the existing force main within the River Street right-of-way adjacent to the Project. Approximately 1,250 linear feet of the new force main will be directional drilled and the remaining 300 linear feet will be direct buried. City will pay 100% of the design and construction costs associated with this work.

(d) Storm Drainage System. As a result of the number of utilities being installed within the River Street right-of-way adjacent to the project site, approximately 125 linear feet of existing 24" storm drainage pipe will need to be relocated. This is necessary in order to meet City's required clearances from adjacent utilities. Developer will pay 100% of this cost and there will be no reimbursement from City for this item of expense.

3. Maximum Reimbursement. The maximum reimbursement from City to Developer shall be \$1,299,512.42; provided, however either party shall have the right to request an amendment to the Maximum Reimbursement in the event of Unforeseen Conditions, Force Majeure or special conditions

required by City that would constitute a change in scope of work. Developer may, at its option and at its sole cost and expense, and with the prior written approval of City, spend more than the Maximum Reimbursement for the construction of improvements if it feels that it would be in the best interests of the Project to modify or augment improvements above and beyond customary improvements.

4. Procedures for Disbursement. Developer shall apply for disbursements in accordance with the terms of this Agreement from time to time in order to complete the improvements described herein. Upon compliance with the terms of this Agreement, City shall disburse in accordance with each request for disbursement submitted by Developer from time to time (each, a "Disbursement Request"). The Construction Plans are attached hereto as Exhibit B. The cost for design and construction is attached hereto as Exhibit C. Each Disbursement Request submitted by Developer to City shall be in accordance with the following procedures and deliveries:

(a) Form of Disbursement Request. To initiate each Disbursement Request, Developer shall prepare an Owner's Affidavit and Requisition for Funds in the form attached as Exhibit D, which shall be accompanied by invoices for all such costs submitted for payment with a Disbursement Request. With each Disbursement Request, Developer shall submit to City a review and approval of the GC's Requisition by Developer's Architect, which shall be evidenced by the Architect's execution of an AIA G702: Application and Certification for Payment (1992) or equivalent documentation to City ("Certified GC's Requisition").

(b) Use of Proceeds. With each Disbursement Request, Developer shall certify that the proceeds of the requested disbursement shall be used only for the reimbursement of the items described in the Disbursement Request and represented by the invoices or other appropriate documentation submitted in connection with such Disbursement Request, which costs, expenses and fees have been actually incurred by Developer.

(c) Frequency. Developer may not submit a Disbursement Request more frequently than monthly.

(d) Advance of Funds. City shall advance by wire transfer into the designated account of Developer the amount of each Disbursement Request within twenty (20) days of receipt thereof.

5. Supporting Documentation. With each Disbursement Request, Developer shall provide City with lien waivers for all sums disbursed in the prior month by the GC to its subcontractors. The lien waivers shall set forth the amounts to be received from said disbursements, the official capacity of the signatory to the waivers, and be properly acknowledged. Each such lien waiver, whether partial or final, must set forth that all lien rights are waived with respect to the total amount disbursed up to and including the last date upon which labor or material was supplied and for which payment was made. Statements, waivers, affidavits, supporting waivers, invoices, evidence of bonding, schedules of values and releases for the purposes of issuing interim mechanic's lien coverage all in form and substance satisfactory to City in its reasonable discretion.

6. Developer shall provide City with utility easements on Developer's site necessary to operate and maintain the water mains, gravity sewer mains, and lift station and sanitary force main.

7. A minimum of two (2) bids shall be obtained for all items for which City will reimburse Developer. Original copies of the bids received for item 1 will be submitted to City for review.

8. Any development which requires sanitary sewer main extension and/or involves storm sewer conduits will require televising by City of Savannah televising crew. In accordance with 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 City of Savannah in addition to those fees as described in the most recent edition of City of Savannah Revenue Ordinance. The televising fee shall not be reimbursed by City to Developer.

9. As used herein, (a) "Force Majeure" shall mean any event that causes an increase in time and/or cost of construction of the Project, if and so long as such event is caused by natural disaster, fire, earthquake, floods, explosion, extraordinary adverse weather conditions, declared or undeclared war, terrorism, riots, protests, mob violence, inability to procure or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, unforeseen physical conditions, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, rules, regulations, orders of governmental or military authorities or any event of force majeure customarily found in construction contracts used in the building construction industry in the vicinity of the Project and actually contained in Developer's contract with its general contractor, so long as such cause is not within the control of the party undertaking same; and (b) "Unforeseen Conditions" shall mean environmental contamination not previously disclosed by any prior environmental report or those conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the contract documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents.

IT IS FURTHER AGREED that Developer shall indemnify and hold 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 and the provision of two copies of "as built" drawings on Chronoflex Mylar, City will, subject to approval of City Manager, accept title thereto 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 forcemain. This acceptance shall include all rights, title and interest that 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 Developer will at its sole expense provide to City a recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by City. This document shall be provided prior to construction. Should installation deviate from the original recordable plat, Developer will provide to City a revised recordable plat showing all utilities in public easements and/or rights-of-way. Should Developer fail to provide the revised plat, 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 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 until 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 this Agreement between City and Developer may not be transferred or assigned in whole or in part without prior approval of City, which approval shall not be unreasonably withheld, delayed or conditioned, and that any violation of this limitation shall terminate City's obligation and forfeit Developer's rights thereunder. Provided, however, this section shall in no way impair Developer from developing the Property in phases or from selling portions of the Property to third parties who will be deemed third party beneficiaries of this Agreement.

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

IT IS FURTHER AGREED that this Agreement shall terminate ten (10) years after date of execution, after which City shall not be liable for any further obligation thereunder. On this basis, this Agreement shall expire at midnight on December 4, 2029.

[Signatures on the Following Page]

IT WITNESS WHEREAS, Developer and City have caused this Agreement to be duly executed as of the 5th day of December 2019.

Developer:

601 EAST RIVER STREET, LLC, a Georgia limited liability company

By: _____

Name: _____

Title: _____

RIVER STREET 1, LLC, a Georgia limited liability company

By: _____

Name: _____

Title: _____

City:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a Georgia municipal corporation

By: _____

Patrick C. Monahan
City Manager

Attest: _____

Mark Massey
Clerk of Council

[OFFICIAL SEAL]

EXHIBIT A

[to Water and Sewer Agreement (East River Street Project) dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

EAST RIVER STREET PROJECT DRAWINGS

Exhibit A-1: Specific Development Plans

Exhibit A-2: Site Development Plans

EXHIBIT A-1

[to Water and Sewer Agreement (East River Street Project) dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

SPECIFIC DEVELOPMENT PLANS

SPECIFIC DEVELOPMENT PLANS
FOR
RIVER STREET EAST UTILITY EXTENSION


SAVANNAH, GEORGIA

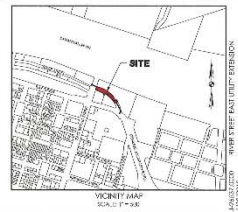
PREPARED FOR:
EAST RIVER STREET, LLC
3405 PIEDMONT ROAD NE
SUITE 175
ATLANTA, GA 30305

JUNE 28, 2019

J-26537.0000

PREPARED BY:

 **THOMAS
&
HUTTON**




VICINITY MAP
SCALE: 1"=50'

Sheet List Table	
Sheet No.	Sheet Title
00	CUSTOMER SHEET
01	GENERAL NOTES & LEGEND
02	GENERAL CONTRACT INFORMATION
03	PROJECT LOCATION MAP
04	EXISTING UTILITIES
05	PROPOSED UTILITIES
06	PROPOSED TRENCH PLAN
07	PROPOSED TRENCH PLAN - CROSS SECTION
08	PROPOSED TRENCH PLAN - SIDE VIEW
09	PROPOSED TRENCH PLAN - END VIEW
10	PROPOSED TRENCH PLAN - DETAIL
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19	PROPOSED TRENCH PLAN - DETAIL
20	PROPOSED TRENCH PLAN - DETAIL

REVISION HISTORY	
NO.	DESCRIPTION

SUBMITTAL HISTORY	
NO.	DATE



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Savannah, GA 31401
811 or 311
www.savannahga.gov

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AGENCIES OF THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AGENCIES OF THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AGENCIES OF THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AGENCIES OF THE LOCAL GOVERNMENT.

GENERAL INFORMATION

COUNTY: CLAYTON
TOWN: SEABOARD
SUBJECT: EAST RIVER STREET, LLC
PROJECT NO: 2018-001

OWNER:
EAST RIVER STREET, LLC
1234 EAST RIVER STREET
SEASIDE, NC 28581
TEL: 252-781-1234
WWW.EASTRIVERSTREET.COM

DESIGNED BY:
THOMAS HUTTON
1234 EAST RIVER STREET
SEASIDE, NC 28581
TEL: 252-781-1234
WWW.THOMASHUTTON.COM

DATE: 12/15/2018

SEWER LEGEND

DESCRIPTION	EXISTING	PROPOSED
12" DIAMETER		
15" DIAMETER		
18" DIAMETER		
21" DIAMETER		
24" DIAMETER		
27" DIAMETER		
30" DIAMETER		
36" DIAMETER		
42" DIAMETER		
48" DIAMETER		

WATER LEGEND

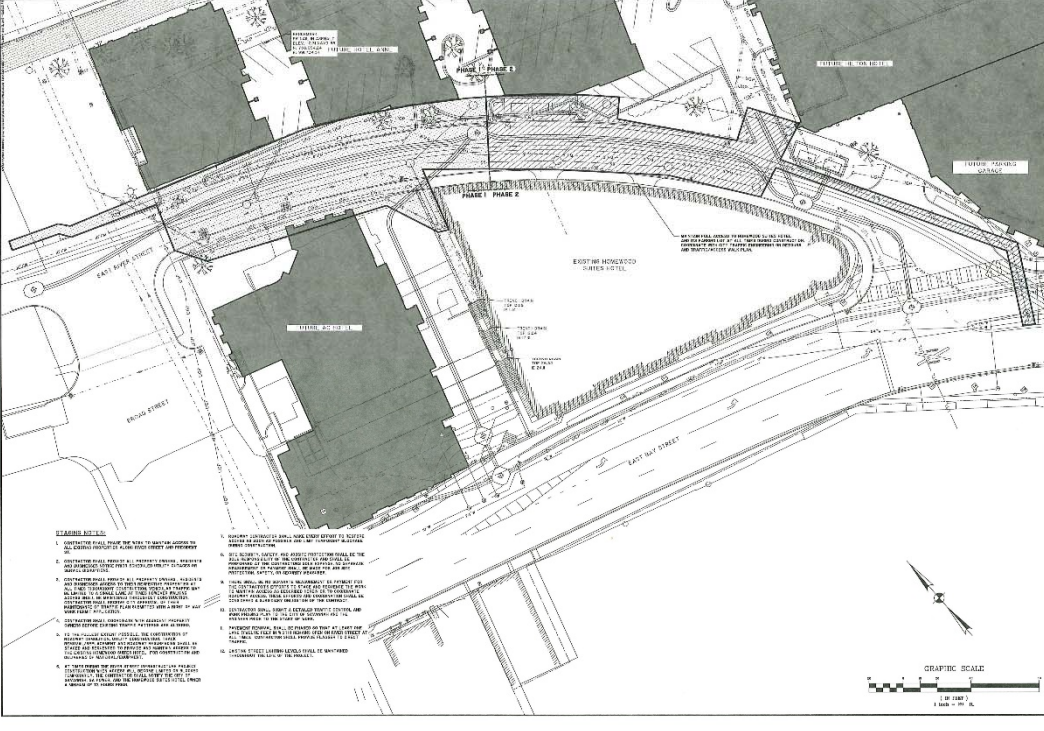
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1 1/2" DIAMETER		
1 3/4" DIAMETER		
2" DIAMETER		
2 1/2" DIAMETER		
3" DIAMETER		
3 1/2" DIAMETER		

DRAINAGE LEGEND

DESCRIPTION	EXISTING	PROPOSED
1/2" DIAMETER		
3/4" DIAMETER		
1" DIAMETER		
1 1/4" DIAMETER		
1 1/2" DIAMETER		
1 3/4" DIAMETER		
2" DIAMETER		
2 1/2" DIAMETER		
3" DIAMETER		
3 1/2" DIAMETER		

OTHER UTILITIES LEGEND

DESCRIPTION	EXISTING
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3/4" DIAMETER	
1" DIAMETER	
1 1/4" DIAMETER	
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3 1/2" DIAMETER	

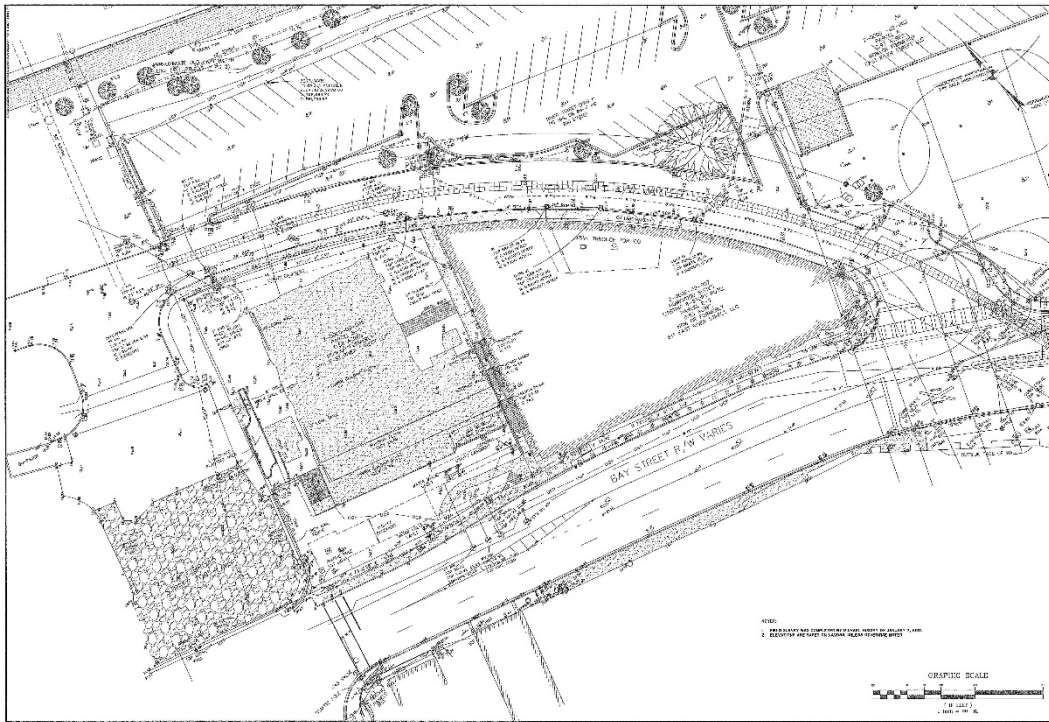


THOMAS HUTTON
1234 EAST RIVER STREET
SEASIDE, NC 28581
TEL: 252-781-1234
WWW.THOMASHUTTON.COM

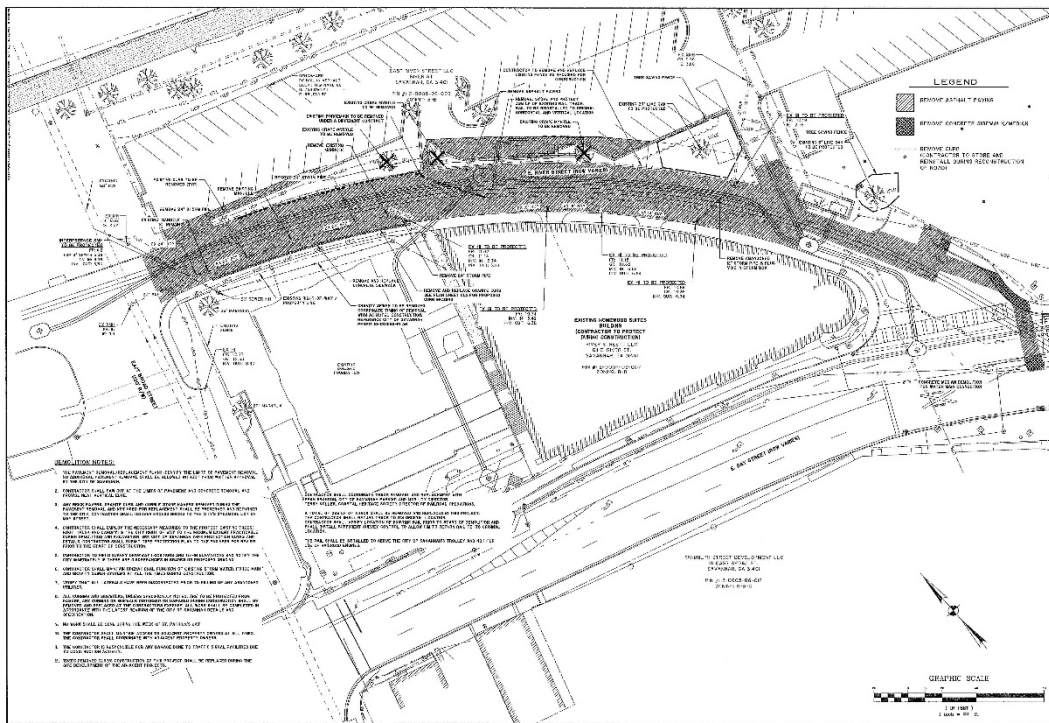
EAST RIVER STREET, LLC
1234 EAST RIVER STREET
SEASIDE, NC 28581
TEL: 252-781-1234
WWW.EASTRIVERSTREET.COM

GENERAL NOTES & LEGENDS

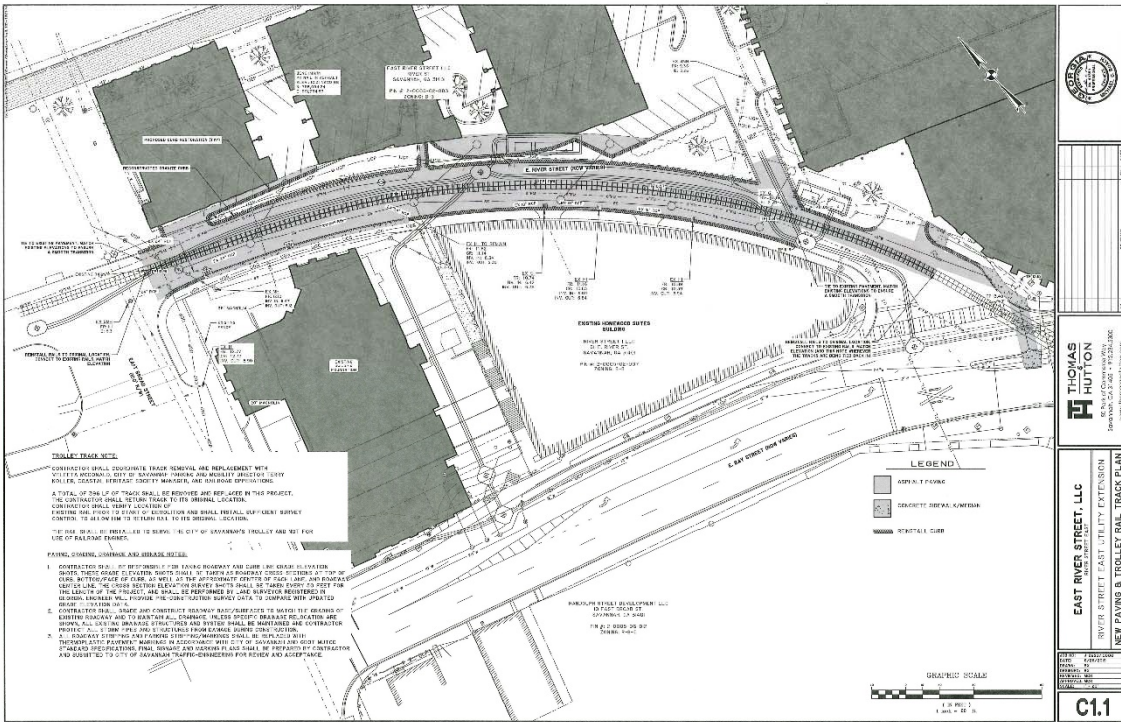
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 THOMAS HUTTON
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA, LICENSE NO. 44783
 EAST RIVER STREET, LLC
 RIVER STREET EAST UTILITY EXTENSION
 EXISTING CONDITIONS PLAN
 SHEET NO. EX1.1
 DATE: 08/14/2018



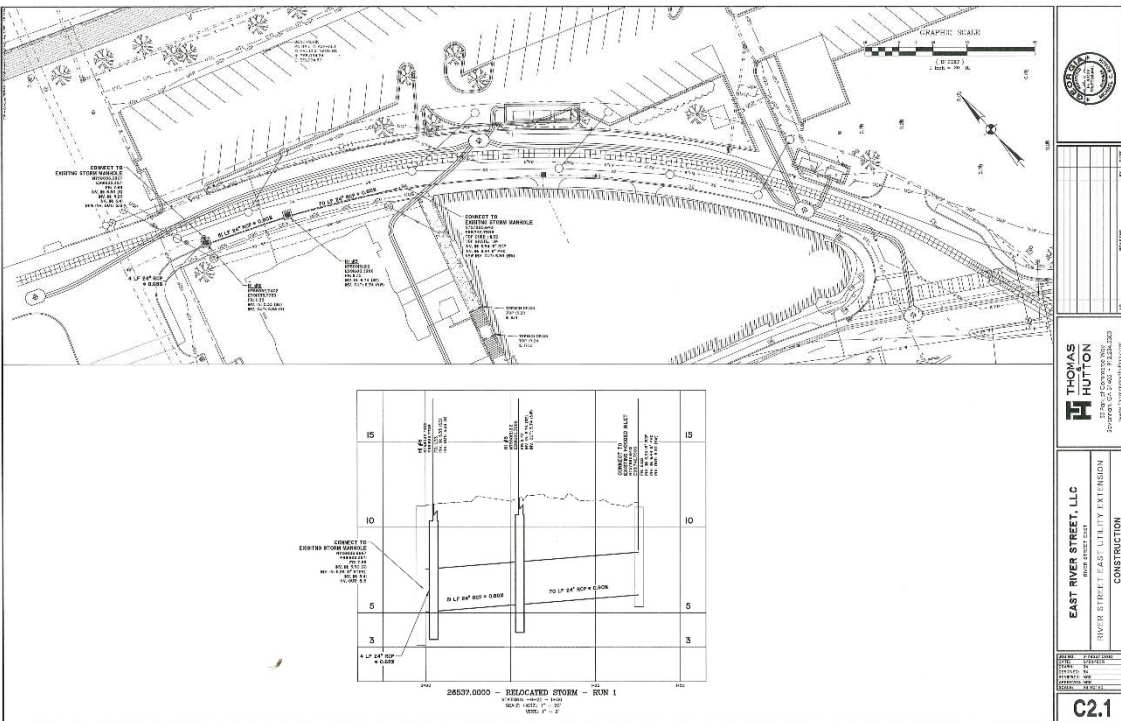

 THOMAS HUTTON
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA, LICENSE NO. 44783
 EAST RIVER STREET, LLC
 RIVER STREET EAST UTILITY EXTENSION
 DEMOLITION PLAN
 SHEET NO. C0.1
 DATE: 08/14/2018



THOMAS HUTTON
ARCHITECTS

EAST RIVER STREET, LLC
RIVER STREET EAST UTILITY EXTENSION
NEW PAVING & TROLLEY RAIL TRACK PLAN

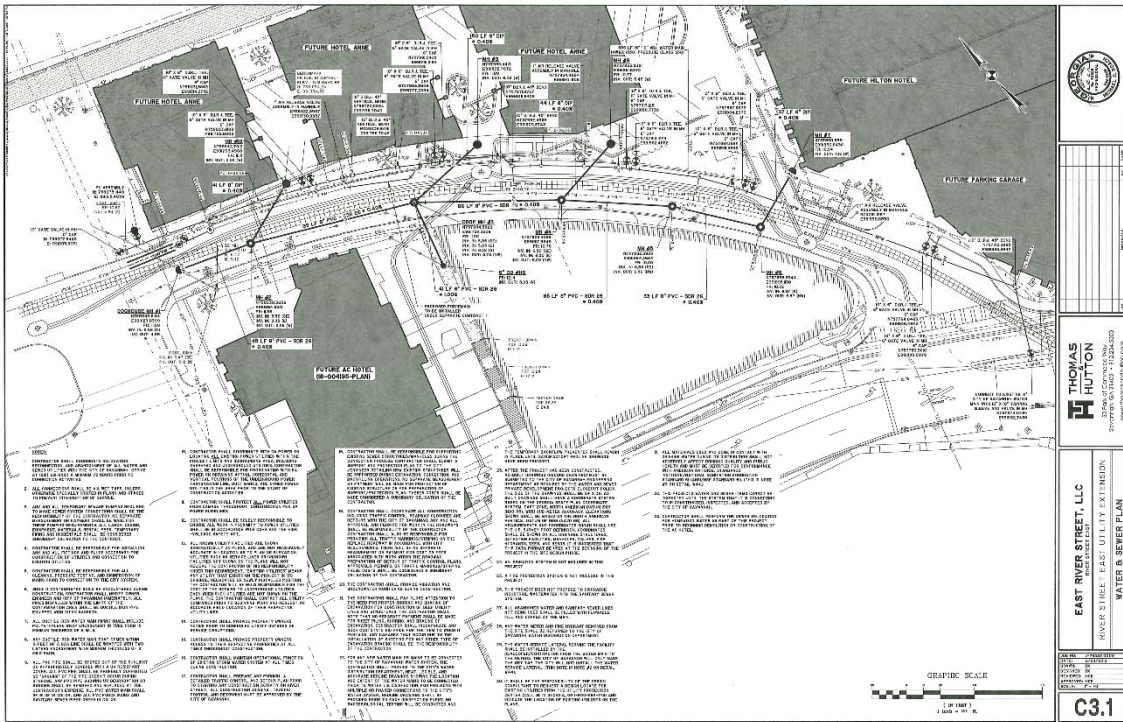
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THOMAS HUTTON
ARCHITECTS

EAST RIVER STREET, LLC
RIVER STREET EAST UTILITY EXTENSION
CONSTRUCTION

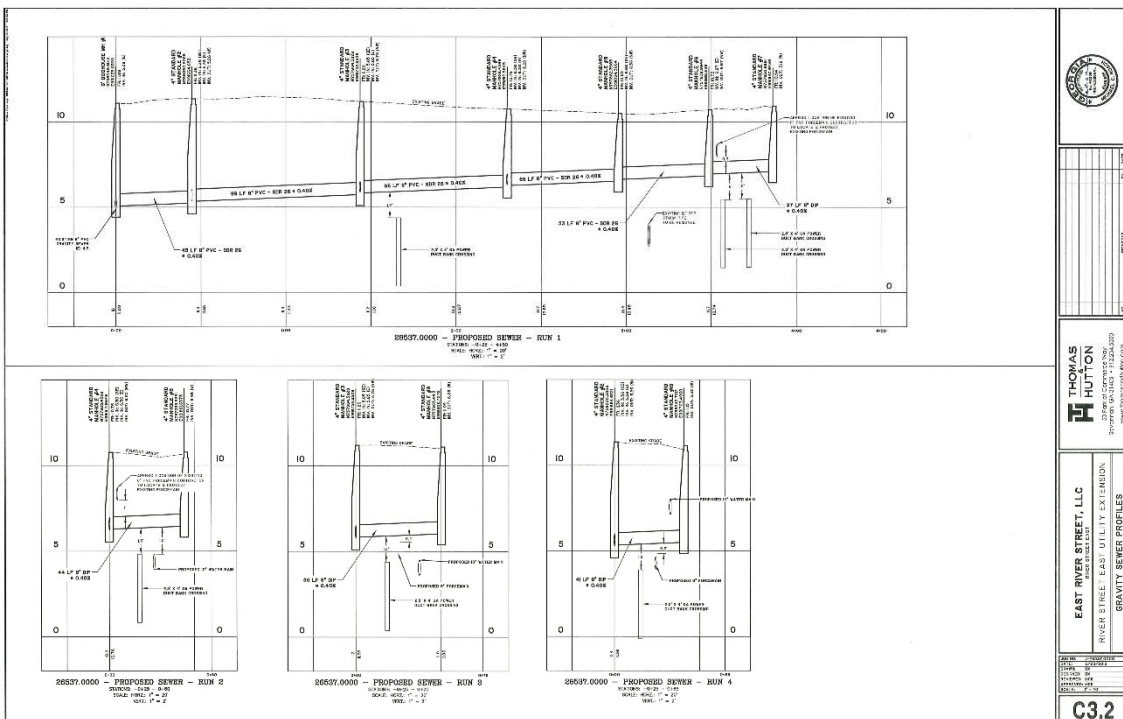
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 NEW YORK, NY 10002
 WWW.THOMASHUTTON.COM

EAST RIVER STREET, LLC
 RIVER STREET, EAST MILLERY EXTENSION
 WATER & SEWER PLAN

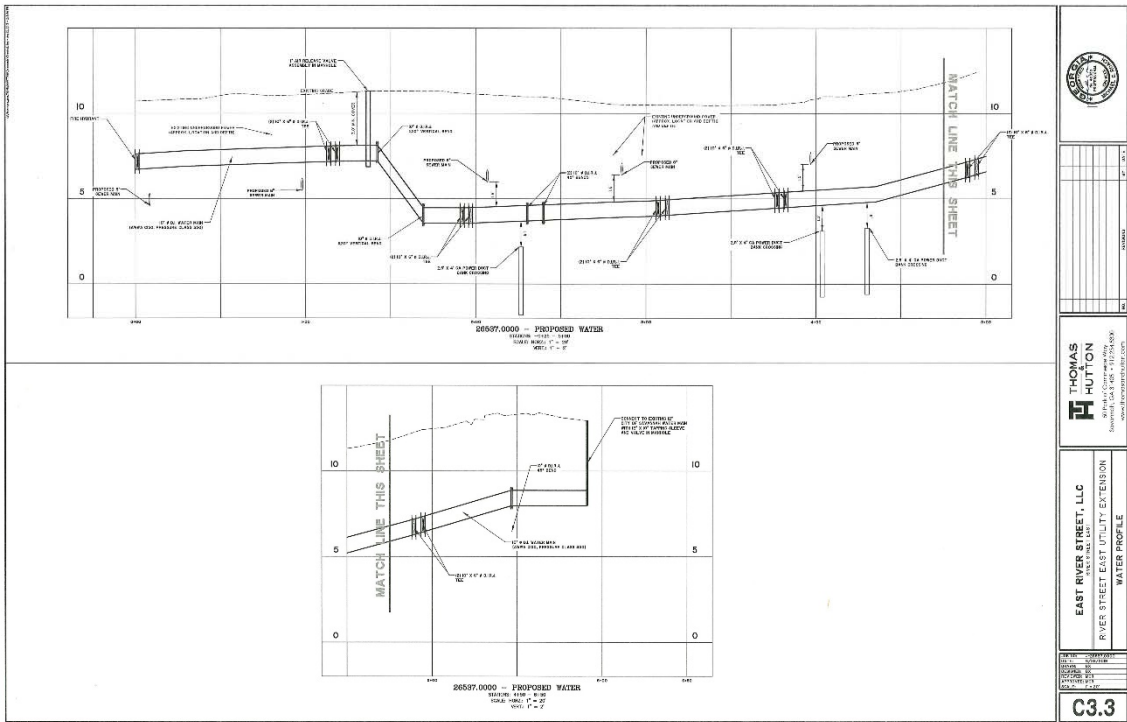
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EAST RIVER STREET, LLC
 RIVER STREET, EAST MILLERY EXTENSION
 GRAVITY SEWER PROFILES

C3.2

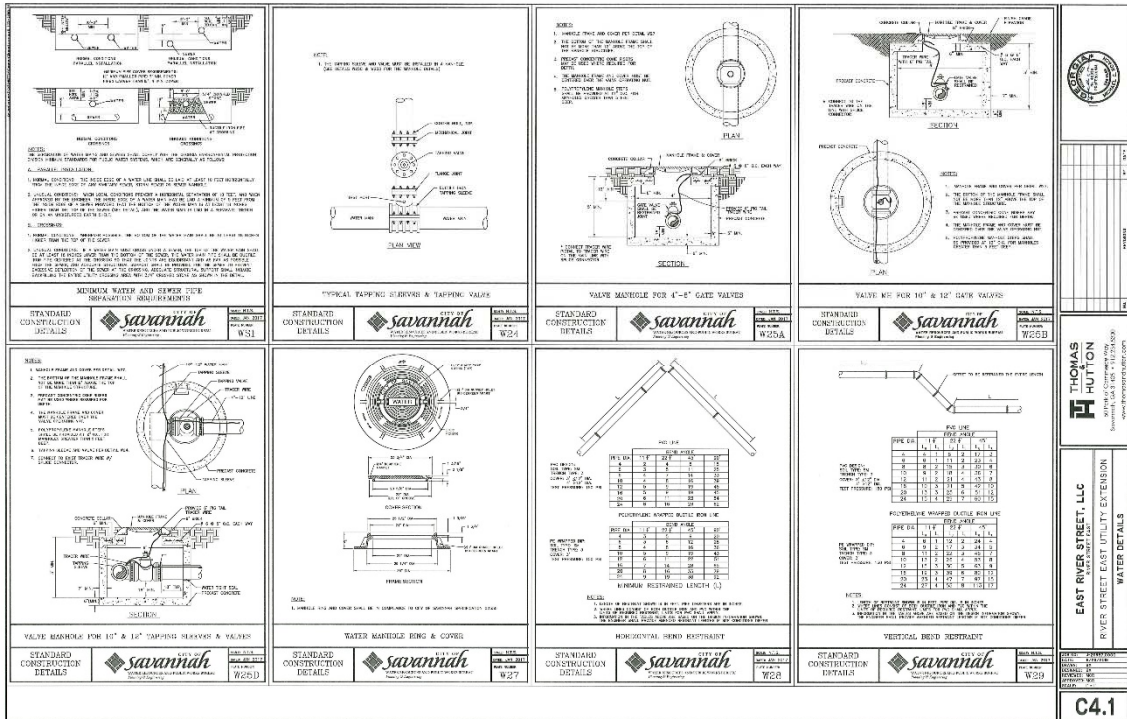


DATE	DESCRIPTION

THOMAS HUTTON
 Licensed Professional Engineer
 State of Georgia License No. 10000
 www.thomashutton.com

EAST RIVER STREET, LLC
 RIVER STREET EAST UTILITY EXTENSION
 WATER PROFILE

C3.3



DATE	DESCRIPTION

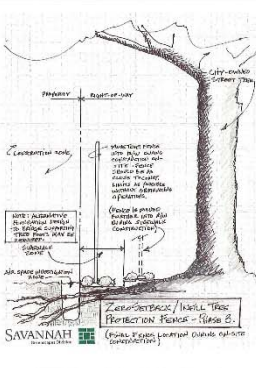
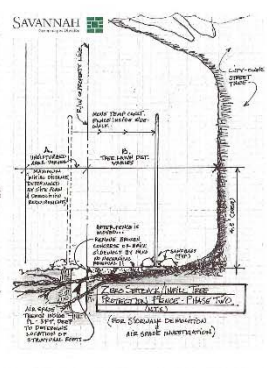
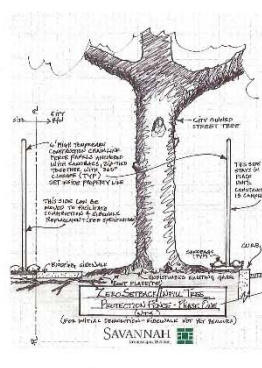
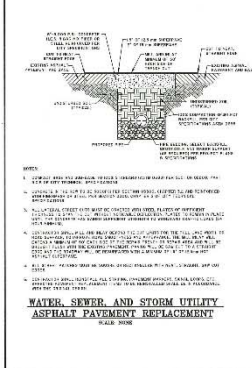
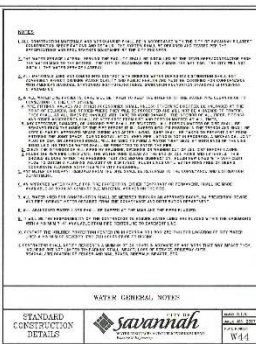
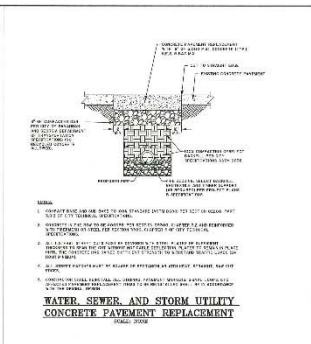
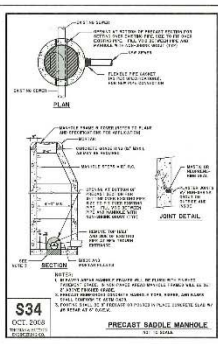
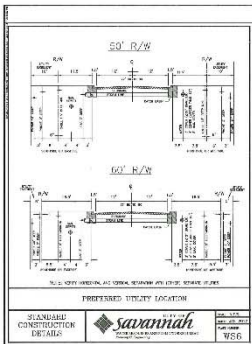
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 State of Georgia License No. 10000
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EAST RIVER STREET, LLC
 RIVER STREET EAST UTILITY EXTENSION
 WATER DETAILS

C4.1

<p>TEE RESTRAINT (DOUBLE IRON PIPE)</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>W12</p>	<p>DEAD END RESTRAINT</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>W12</p>	<p>REDUCER RESTRAINT</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>W12</p>	
<p>TYPICAL IRON STOP</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>W14</p>	<p>FIRE RESTRAINT FIRE STENCAGE STOP SHOWS</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>W16</p>	<p>1\"/> </p>	<p>THOMAS HUTTON Professional Engineer State of Georgia License No. 12428</p> <p>EAST RIVER STREET, LLC RIVER STREET EAST UTILITY EXTENSION SEWER DETAILS</p>
<p>C4.2</p>			<p>THOMAS HUTTON Professional Engineer State of Georgia License No. 12428</p> <p>EAST RIVER STREET, LLC RIVER STREET EAST UTILITY EXTENSION SEWER DETAILS</p>

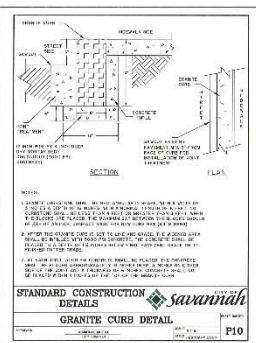
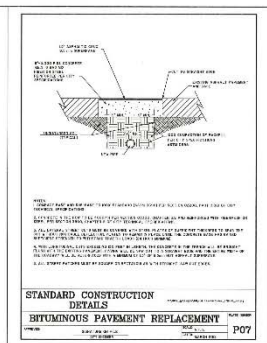
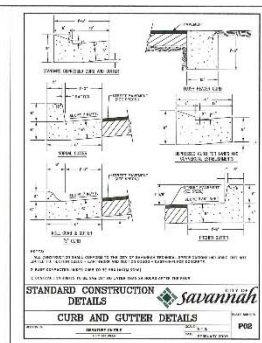
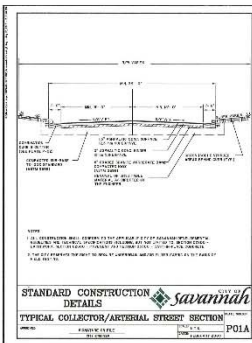
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<p>STANDARD DROP MANHOLE CONNECTION</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>S14</p>	<p>POLYPROPYLENE MANHOLE STOP</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>S15</p>	<p>STANDARD TEE SECTION</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>S16</p>	<p>THOMAS HUTTON Professional Engineer State of Georgia License No. 12428</p> <p>EAST RIVER STREET, LLC RIVER STREET EAST UTILITY EXTENSION SEWER DETAILS</p>
<p>C4.3</p>			<p>THOMAS HUTTON Professional Engineer State of Georgia License No. 12428</p> <p>EAST RIVER STREET, LLC RIVER STREET EAST UTILITY EXTENSION SEWER DETAILS</p>



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Savannah, GA 31404
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EAST RIVER STREET, LLC
RIVER STREET EAST UTILITY EXTENSION
WATER & SEWER DETAILS

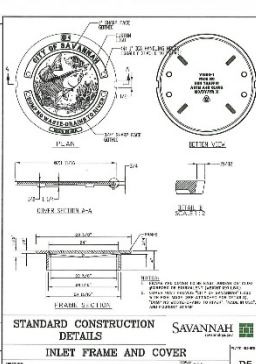
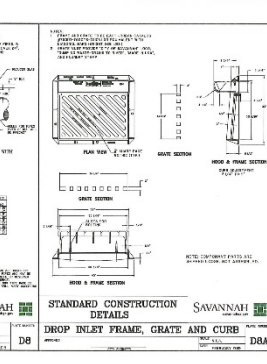
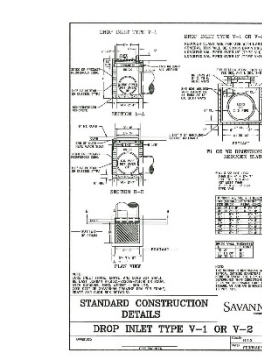
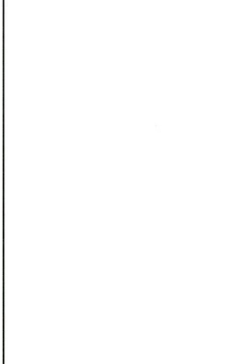
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EAST RIVER STREET, LLC
RIVER STREET EAST UTILITY EXTENSION
PAVING & DRAINAGE DETAILS

C4.5



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EAST RIVER STREET, LLC
RIVER STREET EAST UTILITY EXTENSION
PAVING & DRAINAGE DETAILS

C4.5

EXHIBIT A-2

[to Water and Sewer Agreement (East River Street Project) dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

SITE DEVELOPMENT PLANS

**SITE DEVELOPMENT PLANS
OF
EAST RIVER STREET FORCE MAIN
IMPROVEMENTS**




SAVANNAH, GEORGIA

PREPARED FOR:
NORTH POINT HOSPITALITY GROUP
3405 PIEDMONT RD NE, SUITE 550
ATLANTA, GEORGIA 30305

TM#
AUGUST 12, 2019
LATEST REVISION:
J-26537.0004

PREPARED BY:

THOMAS & HUTTON



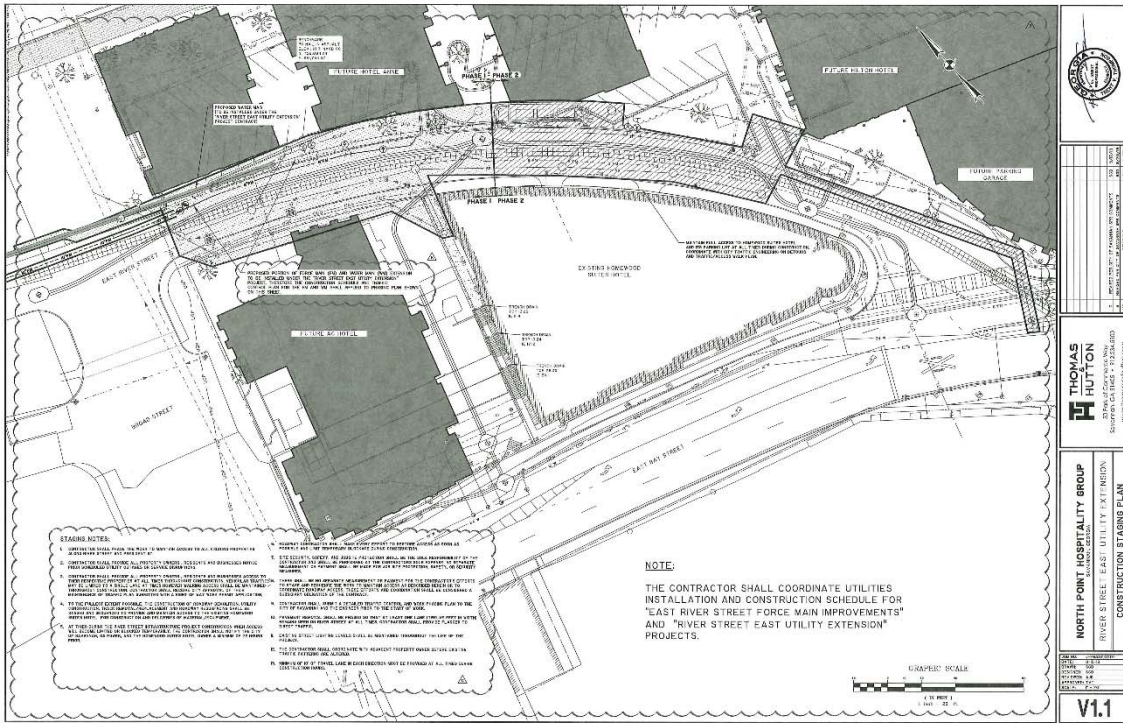
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Sheet No.	Sheet Title
001	GENERAL NOTES
002	PROPOSED FORCE MAIN
003	PROPOSED TRENCH
004	PROPOSED TRENCH EXCAVATION
005	PROPOSED TRENCH BACKFILL
006	PROPOSED TRENCH CURB
007	PROPOSED TRENCH SIDEWALK
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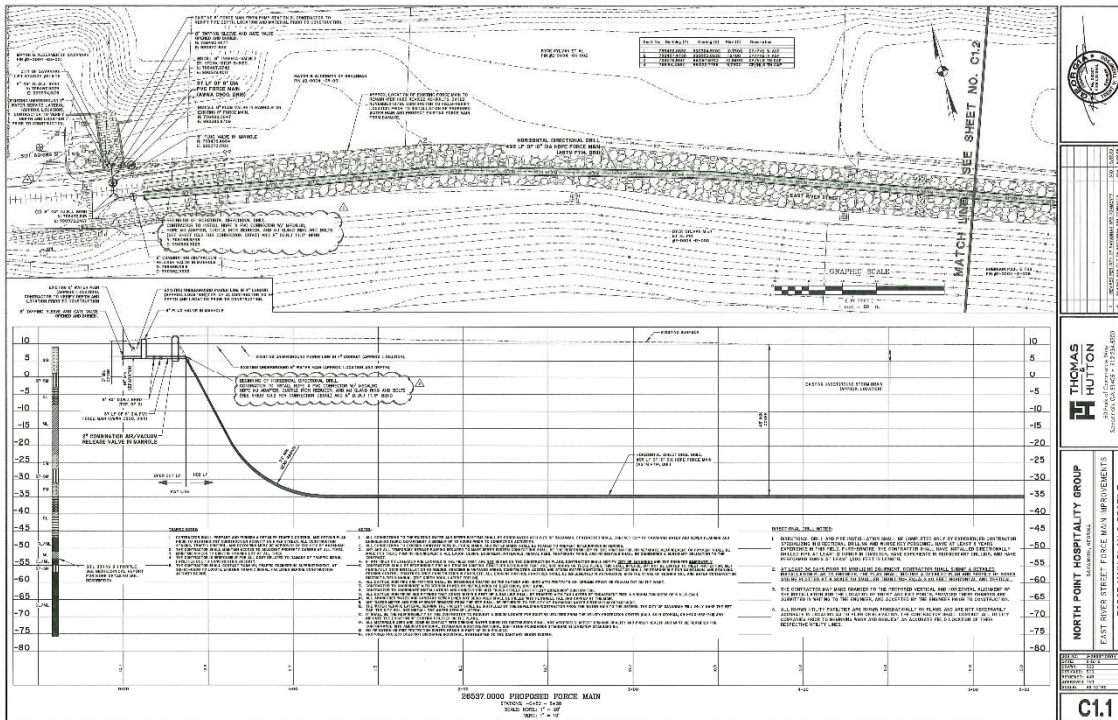
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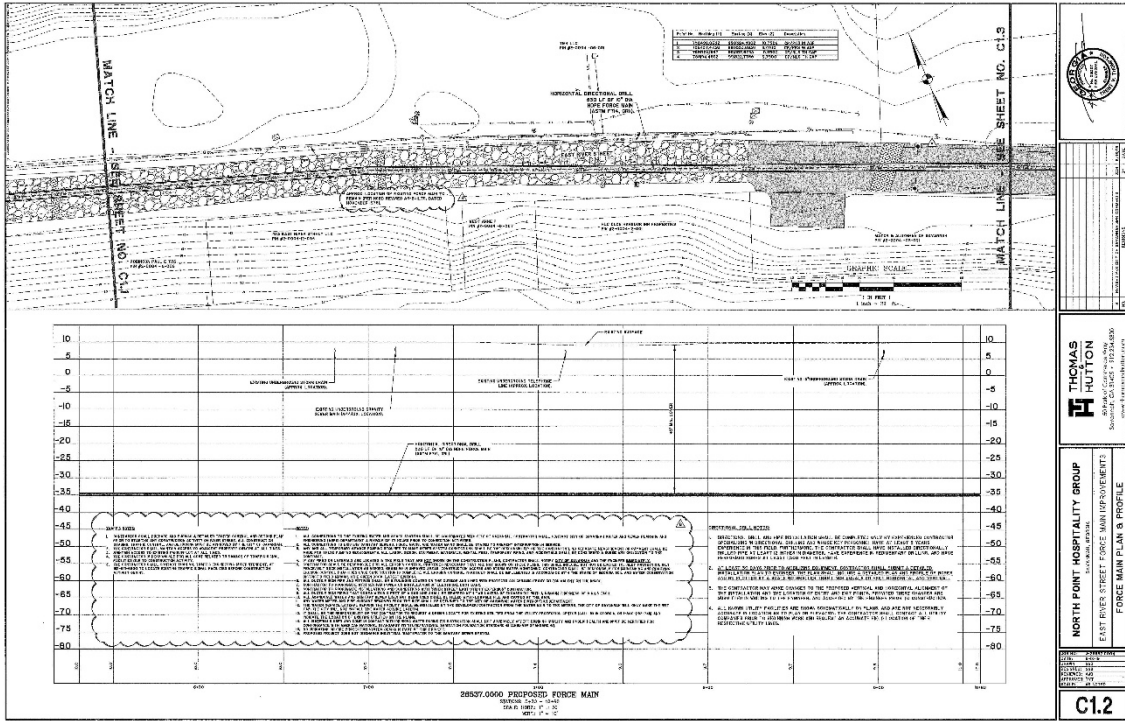
THOMAS HUTTON
ENGINEERS, ARCHITECTS & PLANNERS
1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.THOMASHUTTON.COM

THOMAS HUTTON GROUP
NORTH POINT HOSPITALITY GROUP
RIVER STREET EAST UTILITY & STAIRWAY
CONSTRUCTION STAGING PLAN
V1.1



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1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202
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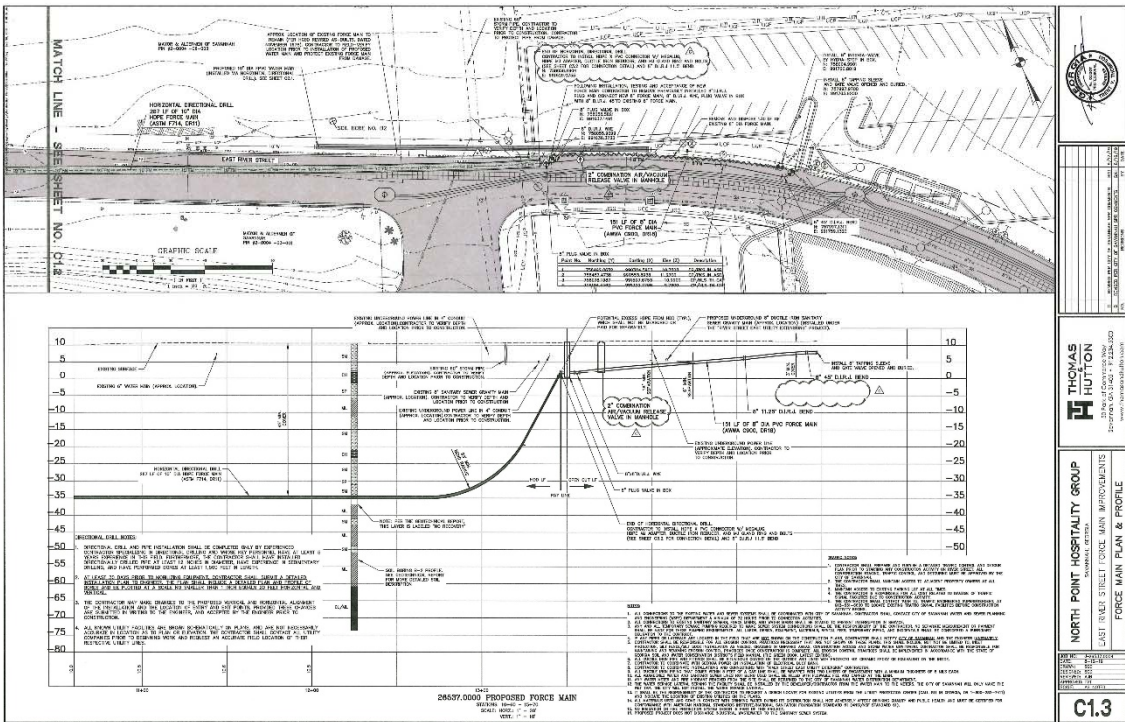
THOMAS HUTTON GROUP
NORTH POINT HOSPITALITY GROUP
EAST RIVER STREET FORCE MAIN IMPROVEMENTS
FORCE MAIN PLAN & PROFILE
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THOMAS HUTTON
 ENGINEER
 225 JEFFERSON STREET, SUITE 200
 FORT WORTH, TEXAS 76102
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 WWW.THOMASHUTTON.COM

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 NORTH POINT HOSPITALITY GROUP
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 FORCE MAIN PLAN & PROFILE

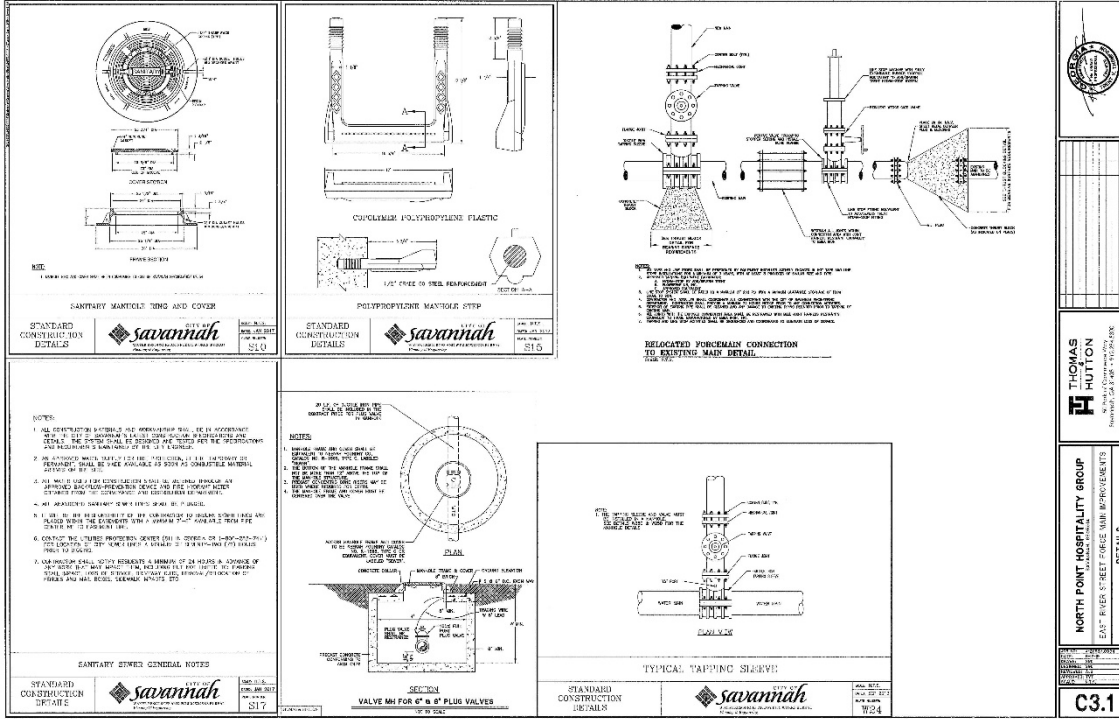
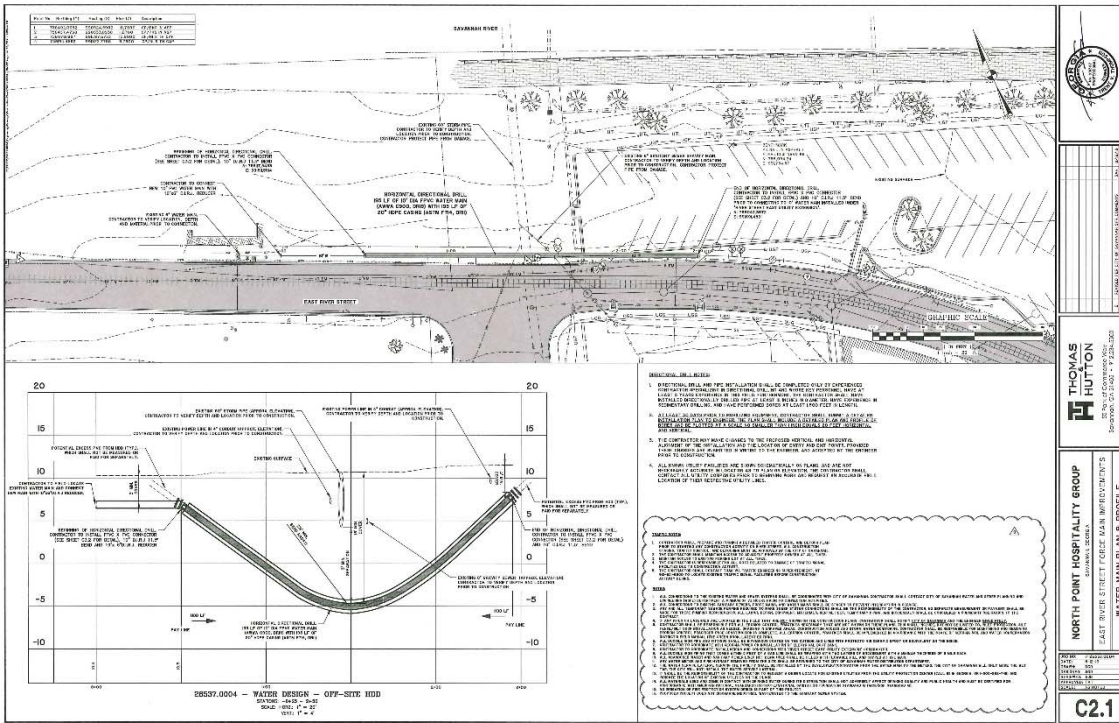
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THOMAS HUTTON
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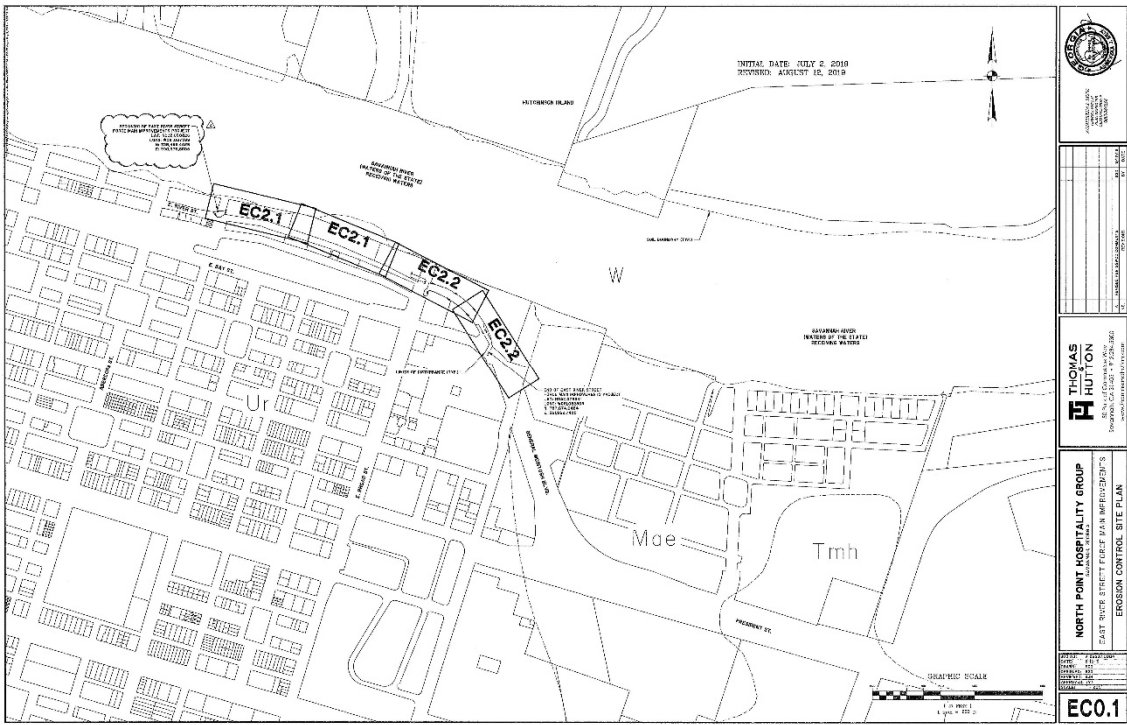
THOMAS HUTTON GROUP
 NORTH POINT HOSPITALITY GROUP
 EAST RIVER STREET FORCE MAIN IMPROVEMENTS
 FORCE MAIN PLAN & PROFILE

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<p>FORCE MAIN HORIZONTAL BEND RESTRAINT</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 524</p>	<p>FORCE MAIN VERTICAL BEND RESTRAINT</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 525</p>	<p>STANDARD PIPE BEDDING</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 526</p>	<p>FPVC CONNECTION DETAIL</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 527</p>	<p>THOMAS HUTTON GROUP</p> <p>1000 W. BROAD ST., SUITE 1000, SAVANNAH, GA 31401</p> <p>PH: 912.427.1000</p> <p>WWW.THOMASHUTTONGROUP.COM</p>
<p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 528</p>	<p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 529</p>	<p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 530</p>	<p>VERTICAL BEND RESTRAINT</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 531</p>	<p>THOMAS HUTTON GROUP</p> <p>1000 W. BROAD ST., SUITE 1000, SAVANNAH, GA 31401</p> <p>PH: 912.427.1000</p> <p>WWW.THOMASHUTTONGROUP.COM</p>

<p>VALVE MANHOLE FOR 48" TAPPING RISERS & VALVES</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 532</p>	<p>MANHOLE WATER AND SEWER PIPE SEPARATION REQUIREMENTS</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 533</p>	<p>DEAD END RESTRAINT</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 534</p>	<p>FORCE MAIN FIX RESTRAINT (FPVC PIPE)</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 535</p>	<p>THOMAS HUTTON GROUP</p> <p>1000 W. BROAD ST., SUITE 1000, SAVANNAH, GA 31401</p> <p>PH: 912.427.1000</p> <p>WWW.THOMASHUTTONGROUP.COM</p>
<p>2" AIR RELEASE VALVE AND MANHOLE</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 536</p>	<p>WATER GENERAL NOTES</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 537</p>	<p>WATER GENERAL NOTES</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 538</p>	<p>WATER GENERAL NOTES</p> <p>STANDARD CONSTRUCTION DETAILS</p> <p>savannah</p> <p>DATE: 11/15/11</p> <p>BY: J. H. WOOD</p> <p>NO. 539</p>	<p>THOMAS HUTTON GROUP</p> <p>1000 W. BROAD ST., SUITE 1000, SAVANNAH, GA 31401</p> <p>PH: 912.427.1000</p> <p>WWW.THOMASHUTTONGROUP.COM</p>



NO.	DESCRIPTION	DATE	BY	CHKD BY
1	ADDITIONAL INFORMATION FOR EROSION CONTROL			
2	REVISIONS TO EROSION CONTROL PLAN			
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100	REVISIONS TO EROSION CONTROL PLAN			

EROSION CONTROL CHECKLIST

PROJECT INFORMATION

Project Name: **THOMAS & HUTTON** Address: **1000 N. 10TH ST., DENVER, CO 80202**

Site Location: **1000 N. 10TH ST., DENVER, CO 80202**

Site No: **1000 N. 10TH ST., DENVER, CO 80202**

EROSION CONTROL CHECKLIST

1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.10	1.11	1.12	1.13	1.14	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.25	1.26	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36	1.37	1.38	1.39	1.40	1.41	1.42	1.43	1.44	1.45	1.46	1.47	1.48	1.49	1.50	1.51	1.52	1.53	1.54	1.55	1.56	1.57	1.58	1.59	1.60	1.61	1.62	1.63	1.64	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.76	1.77	1.78	1.79	1.80	1.81	1.82	1.83	1.84	1.85	1.86	1.87	1.88	1.89	1.90	1.91	1.92	1.93	1.94	1.95	1.96	1.97	1.98	1.99	2.00
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INITIAL DATE: JULY 8, 2019
REVISION: AUGUST 12, 2019

THOMAS & HUTTON
NORTH POINT HOSPITALITY GROUP
1000 N. 10TH ST., DENVER, CO 80202
EROSION CONTROL CHECKLIST

EC1.4

EROSION CONTROL PLAN

PROJECT INFORMATION

Project Name: **THOMAS & HUTTON** Address: **1000 N. 10TH ST., DENVER, CO 80202**

Site Location: **1000 N. 10TH ST., DENVER, CO 80202**

Site No: **1000 N. 10TH ST., DENVER, CO 80202**

EROSION CONTROL PLAN

EROSION CONTROL PLAN

EROSION CONTROL CHECKLIST

1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.10	1.11	1.12	1.13	1.14	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.25	1.26	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36	1.37	1.38	1.39	1.40	1.41	1.42	1.43	1.44	1.45	1.46	1.47	1.48	1.49	1.50	1.51	1.52	1.53	1.54	1.55	1.56	1.57	1.58	1.59	1.60	1.61	1.62	1.63	1.64	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.76	1.77	1.78	1.79	1.80	1.81	1.82	1.83	1.84	1.85	1.86	1.87	1.88	1.89	1.90	1.91	1.92	1.93	1.94	1.95	1.96	1.97	1.98	1.99	2.00
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INITIAL DATE: JULY 8, 2019
REVISION: AUGUST 12, 2019

THOMAS & HUTTON
NORTH POINT HOSPITALITY GROUP
1000 N. 10TH ST., DENVER, CO 80202
EROSION CONTROL PLAN

EC2.1

EXHIBIT B

[to Water and Sewer Agreement (East River Street Project) dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

CONSTRUCTION PLANS

EXHIBIT C

[to Water and Sewer Agreement (East River Street Project) dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

COST FOR DESIGN AND CONSTRUCTION

River Street East Utility Extension Cost Sharing Proposal			
	Total Cost	Developer Cost	City Cost
Water Distribution System	\$ 629,162.60	\$ 419,441.73	\$ 209,720.87
Gravity Sewer System	\$ 517,021.20	\$ 517,021.20	\$ -
Force Main	\$ 713,213.20	\$ -	\$ 713,213.20
Force Main - Design Fees	\$ 108,425.00	\$ -	\$ 108,425.00
Storm Drainage System	\$ 242,541.00	\$ 242,541.00	\$ -
	Utility Extensions Sub-Total	\$ 1,179,003.93	\$ 1,031,359.07
	Contingency	\$ 235,800.79	\$ 206,271.81
	Utility Extensions Total Cost	\$ 1,414,804.72	\$ 1,237,630.88
		<u>Developer Cost</u>	<u>City Cost</u>
	Proposed Improvements Sub-Total	\$ 1,414,804.72	\$ 1,237,630.88
	Construction Management	\$ 58,950.20	\$ 51,567.95
	Utility Extension Cost Sharing Totals	\$ 1,414,804.72	\$ 1,289,198.83

EXHIBIT D

[to Water and Sewer Agreement (East River Street Project) dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

**OWNER'S AFFIDAVIT
AND REQUISITION FOR FUNDS NO. _____**

Date: _____

To: City of Savannah

From: _____, LLC

Re: _____ ("Property")

The undersigned does hereby request and authorize payment totaling \$ _____ as described and itemized on Schedule A, attached, and does hereby certify and guarantee that all amounts requested for labor and/or material are physically incorporated into the Lane Restoration, in compliance with the plans and specifications, with modifications approved by addressee above, or for services truly performed relating to the Property. All such payment requests are for amounts actually paid for work in place and/or services performed.

The undersigned further certifies that no part of the payments requested include or contemplate rebates, commission or loans to the undersigned, their beneficiaries, agents or assigns, and that all amounts requested are solely for the named payees and for the purpose indicated and that this requisition includes all amounts outstanding and payable on the Property through _____.

The undersigned further certifies that to the undersigned's knowledge, no claims have been made to the affiant by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer or materialman and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements or personal property leases have been given or are outstanding as to any fixtures, appliances or equipment which are now installed in or upon said real property, or the improvements thereon, except as indicated on Schedule B (if any), attached.

The undersigned hereby acknowledges the dependence others may place upon the statements contained herein. No obligation on the part of City of Savannah or their respective advisor(s), expressed or implied, is created by this requisition as to protection of the owner and/or contractor or assigns from mechanics' or materialmen's lien claims, and the owner and contractor, as agreed between them, shall be responsible for the procurement of required lien waivers, paid bills, and releases from both principal payees and all subordinate claimants thereunder, and the undersigned hereby covenants and agrees to hold City of Savannah and their agents and assigns harmless against any lien, claim or suit by the contractors, subcontractors, mechanics or materialmen in connection with the furnishing of said services, labor and material included in the requisition hereinabove described and all prior requisitions.

[Signature Page to Follow]

_____, LLC, a Georgia
limited liability company

Signed, sealed and delivered in
the presence of:

By: _____
Name: _____
Title: _____

Witness

Notary Public
My commission expires: _____

Schedule A
[to Owner's Affidavit and Requisition for Funds No. ____]

EXHIBIT F

[to Development Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

PURCHASE, SALE AND SWAP AGREEMENT

THIS PURCHASE, SALE AND SWAP AGREEMENT (this “Agreement”) is made and entered into as of the 5th day of December 2019 (“Effective Date”) by and among **601 EAST RIVER STREET, LLC**, a Georgia limited liability company (“601 East River Street”); **RIVER STREET 1, LLC**, a Georgia limited liability company (“River Street 1”) (River Street 1 and 601 East River Street are collectively referred to as “Seller”); and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“Purchaser”).

WITNESSETH:

WHEREAS, Seller and Purchaser are contemporaneously herewith entering into that certain Development Agreement of even date herewith (the “Development Agreement”) providing for the development by Seller of certain property located in Savannah, Georgia;

WHEREAS, the Development Agreement provides that Seller shall construct certain property and improvements described in the Development Agreement as the Above-Ground Improvements (the “Above-Ground Improvements”) and, upon completion and acceptance by Purchaser of the Above-Ground Improvements, Seller shall sell the Above-Ground Improvements to Purchaser, and the Development Agreement further provides that Seller and Purchaser shall enter into a real property swap agreement whereby Seller shall, immediately upon the conveyance to Purchaser of the Above-Ground Improvements, convey to Purchaser the parcels of land upon which the Above-Ground Improvements have been constructed and, in consideration thereof, Purchaser shall convey to Seller a certain parcel of land described in the Development Agreement;

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, Seller and Purchaser, intending to be legally bound, agree as follows:

1. **Purchase and Sale.** Upon completion of the Above-Ground Improvements in accordance with the Plans and Specifications (as defined in the Development Agreement), and acceptance thereof by Purchaser, Seller agrees to sell, and Purchaser agrees to buy, the Above-Ground Improvements. The Above-Ground Improvements are more particularly shown and described on the concept plan attached hereto as Exhibit A and made a part hereof, and the parties acknowledge and agree that upon acceptance by Purchaser of the Plans and Specifications the accepted Plans and Specifications shall be incorporated as a part of said

Exhibit A to this Agreement without any further action on the part of Seller or Purchaser, as if said Plans and Specifications were originally made a part of this Agreement.

2. **Swap Agreement.** Upon the conveyance to Purchaser of the Above-Ground Improvements, (i) Seller shall convey to the Purchaser, and the Purchaser shall accept from Seller, all of that certain real property and improvements described in Exhibit B-1 attached hereto and made a part hereof, and (ii) Purchaser shall convey to Seller, and Seller shall accept from Purchaser, all of that certain real property and improvements described in Exhibit B-2 attached hereto and made a part hereof. The properties described in Exhibits B-1 and B-2 are collectively referred to as the “Swap Properties.”

3. **Purchase Price.**

(a) **Above-Ground Improvements.** The purchase price for the Above-Ground Improvements described in Exhibit A shall be the Purchase Price as defined and set forth in Section 2(c) of the Development Agreement.

(b) **Swap Properties.** O.C.G.A. § 36-37-6 governs the disposition of municipal real property and generally provides an exception to the public bidding and auction processes by authorizing municipal corporations to trade or exchange real property in cases where the property the municipal corporation is acquiring by exchange shall be of equal or greater value than the property the municipal corporation is exchanging therefor. The Swap Properties shall be disposed in accordance with this exception, it being acknowledged and agreed that the property described in Exhibit B-1 to be conveyed by Seller to Purchaser (the “B-1 Property”) is of greater value than the property described in Exhibit B-2 to be conveyed by Purchaser to Seller.

4. **Closing.** Closing of the purchase and sale transaction and the swap transaction described herein (collectively, the Transactions”) shall take place within thirty (30) days after a certificate of completion has been issued for the Above-Ground Improvements (“Closing Date”). The closing shall take place at the law offices of Hunter, Maclean, Exley & Dunn, PC (“Closing Attorney”) in Savannah, Georgia. All outstanding city, state and county ad valorem real estate and personal property taxes with respect to the Above-Ground Improvements and the Swap Properties shall be prorated between the parties. Seller shall be responsible at its sole expense for delivering any required subdivision plats with respect to the Swap Properties and shall pay for its own attorney fees, any taxes that otherwise would have been payable for the period prior to the Closing Date and transfer and recording taxes and fees with respect to the Transactions. Purchaser shall pay for its own attorney fees, title examination, and title insurance premium.

5. **Closing Documents.** Each party shall deliver a limited warranty deed with respect to the Swap Properties, subject only to easements, restrictions and encumbrances of record, and shall further deliver other customary documents reasonably required by the other party to effectuate the Transactions and the Closing. Seller shall deliver a bill of sale with respect to the Above-Ground Improvements which shall include all of Seller’s rights, title and interest in and to the Above-Ground Improvements, including without limitation any fixtures,

equipment and personal property, and all warranties associated with such property and improvements, free and clear of any liens or encumbrances.

6. **Due Diligence Period.**

(a) Purchaser and its agents and representatives shall make a complete physical inspection of the B-1 Property and an investigation of all records reasonably requested by Purchaser pertaining to Sellers' ownership of the B-1 Property, including an environmental phase one assessment. Seller shall permit and assist Purchaser in making the foregoing investigations at Purchaser's sole cost and expense. If Purchaser, in its reasonable discretion, determines on or before thirty (30) days after the Effective Date of this Agreement ("Due Diligence Period") that the B-1 Property is not suitable for the intended purpose of the Above-Ground Improvements, then Purchaser shall so notify Seller that this condition has failed, and this Agreement, together with the Development Agreement, shall terminate and be null and void and of no further force and effect, except that the Water and Sewer Agreement, set forth as Exhibit E to the Development Agreement, shall remain in full force and effect.

(b) On or before the expiration of the Due Diligence Period, Purchaser shall cause title to the B-1 Property to be examined and, should any defects be found which render the title unmarketable, Purchaser shall promptly notify Seller, and Seller shall remove all of such defects, liens, encumbrances or other defects of title which render the title unmarketable within thirty (30) days following notification from the Purchaser, or it will notify Purchaser that it is unable to cure such title defects within said thirty (30) day period. In the event such defects cannot be cured, the Purchaser shall have the option of accepting such title as Seller can convey or terminating this Agreement, in which latter event this Agreement, together with the Development Agreement, shall terminate and be null and void and of no further force and effect, except that the Water and Sewer Agreement, set forth as Exhibit E to the Development Agreement, shall remain in full force and effect.

(c) Seller shall deliver to Purchaser within five (5) days after the Effective Date of this Agreement, to the extent in Seller's possession, the following with respect to the B-1 Property: copies of all documents, records and information concerning any environmental condition; copies of all title abstracts; copies of all title insurance policies, together with a copy of all exceptions; surveys, plats and any architectural or engineering plans or designs with respect to any improvements thereon; copies of all leases, contracts and service agreements; tax bills and utility bills; and any other documents or information in the possession of the Seller as may be reasonably requested by Purchaser in order to evaluate the feasibility of its acquisition of the B-1 Property.

7. **Default.** In the event that the Transactions are not consummated because of either Party's inability, failure or refusal to perform any of its covenant's herein, then the other Party may pursue any and all remedies available at law or in equity, including but not limited to a claim for specific performance.

8. **Entire Agreement.** This Agreement shall be binding upon and inure to the benefit the Seller and the Purchaser, and their respective successors and assigns. Any additions

or modifications to this Agreement shall be only in writing and signed by all parties and shall become an amendment to this Agreement.

9. **Brokers.** The parties represent and warrant to each other that they have dealt with no real estate broker or agent with respect to the Transactions, and that no real estate broker or agent is entitled to a commission or any other remuneration with respect to the Transactions.

[Signatures are on the following page]

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

Seller:

601 EAST RIVER STREET, LLC, a Georgia limited liability company

By: _____

Name: _____

Title: _____

RIVER STREET 1, LLC, a Georgia limited liability company

By: _____

Name: _____

Title: _____

Purchaser:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a Georgia municipal corporation

By: _____

Patrick C. Monahan
City Manager

Attest: _____

Mark Massey

[OFFICIAL SEAL]

EXHIBIT A

[to Purchase, Sale and Swap Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

Above-Ground Improvements
[begins on following page]

EXHIBIT B-1

[to Purchase, Sale and Swap Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

Swap Property to be conveyed from Seller to Purchaser

EXHIBIT B-2

[to Purchase, Sale and Swap Agreement dated as of December 5, 2019, by and among River Street 1, LLC, 601 East River Street, LLC, and The Mayor and Aldermen of the City of Savannah]

Swap Property to be conveyed from Purchaser to Seller