

STATE OF GEORGIA

WATER AND SEWER AGREEMENT

SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS, Savannah Economic Development Authority hereinafter referred to as the Developer or SEDA, the developer of certain property along Old River Road in Savannah, Georgia, consisting of approximately 631.5 acres of land, hereinafter referred to as the Savannah Manufacturing Center, which is located within the **CROSSROADS SERVICE AREA**, desires certain commitments from the City of Savannah, hereinafter referred to as the City, in regard to extending and making additions to existing water and sanitary sewer systems, or in regard to the construction of water distribution and sanitary sewer collection and disposal systems to serve said development, and

WHEREAS, SEDA plans to develop approximately 338 acres of uplands for the Savannah Manufacturing Center, based on permitted development of 3.22 million square feet for industrial, manufacturing, and assembly/technology uses, including 2.7 million square feet of buildings. Based on typical City of water loading rates, the anticipated average daily water demand and sewage generation for the development will be approximately 487,990 gallons per day (gpd), which equates to approximately 16,267 Equivalent Residential Units (ERUs).

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

IT IS AGREED between the parties hereto that the City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of the said water and sanitary sewer systems. The Developer shall be responsible to provide resident inspection during construction and to ensure the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangement of lift stations and quality of construction. The

Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the City's specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection cost in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

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

1. Because of the probable industrial growth needs in this area, especially because of the development of the Savannah Manufacturing Center and the adjoining Blich Tracts, SEDA agrees to include in the scope of assignment to SEDA's Engineer to perform regional water and sewer planning in conjunction with the City, to study the long-term water supply needs of the future development areas along John Carter Road, Little Neck Road, Fort Argyle Road, Interstate 16, Bush Road, Highgate Boulevard, and New Hampstead Parkway, generally referred to as New Hampstead, Southwest Quadrant, Newton Tract, and the Blich Tracts. SEDA agrees the scope of engineering work will include providing opinions of probable construction cost for a new regional surface water supplied water main, a regional elevated water storage tank, and other regional water appurtenances.
2. Based further on planning efforts to date, the City anticipates that regional water improvements will likely be constructed in three (3) phases, timed with actual development needs and water/sewer demands of the area. It is further agreed that the infrastructure contemplated under this agreement to be constructed constitutes

the anticipated Phase 1 infrastructure improvements in the area. The composition and timing of Phases 2 and 3 water and sewer infrastructure improvements shall be determined by the City, following further regional planning.

3. SEDA agrees to coordinate with the City to locate and reserve a minimum of 5 acres of upland within the Savannah Manufacturing Center site for a future City wastewater treatment facility site.
4. Any development which requires sanitary sewer main extension and/or involve storm sewer conduits will require televising by the City of Savannah televising crew. In accordance with the City of Savannah Televising Procedure Manual, the charge will be \$.85 per linear foot. This fee will be paid to the City of Savannah in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance.

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

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

IT IS FURTHER AGREED that the Developer will provide to the City a recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by the City. This document shall be provided prior to construction. Should installation deviate from

the original recordable plat, the Developer will provide to the City a revised recordable plat showing all utilities in public easements and rights-of-way. The City agrees to be responsible for obtaining easements outside of the Developer's property boundaries, including all legal fees, land acquisition costs, and other fees that are associated with easement acquisition. Should the Developer fail to provide the revised plat, the City will not release the project nor will a Certificate of Occupancy or water meter be issued.

IT IS FURTHER AGREED that as development proceeds under the terms of this agreement, and prior to occupancy, there will be a sanitary sewer tap-in fee paid to the City for each residential or equivalent residential unit, and there shall be a separate water meter installed and a water tap-in fee and a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection, or as provided in the Revenue Ordinance.

IT IS FURTHER AGREED that the infrastructure contemplated under this agreement to be constructed will also provide for capacities above that necessary to serve only the Savannah Manufacturing Center. The City shall reimburse the Developer for said excess capacity in a proportionate percentage equal 45% of the actual cost of construction, but not to exceed \$3,200,000.

IT IS FURTHER AGREED that in lieu of a direct payment of the aforementioned reimbursement, the Developer may elect to have said reimbursement amount be set aside as credits against which future Capital Cost Recovery Fees owed to the City as each customer connects to the water and sewer systems, will be charged and the total available credits reduced accordingly. Water meters will not be installed until all fees, including the Capital Cost Recovery Fees, are paid or credited.

IT IS FURTHER AGREED that this agreement between the City and the Developer may not be transferred or assigned in whole or in part without prior approval of the City being endorsed

thereon, and that any violation of this limitation shall terminate the City's obligation and forfeit the Developer's rights thereunder.

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

IT IS FURTHER AGREED that this agreement shall finally terminate five (5) years after date of execution, after which the City shall not be liable for any further obligation thereunder, except that any Capital Cost Recovery Fee credits shall extend until such time as no further credits are available. On this basis, this agreement shall expire _____, 2____.

IN WITNESS WHEREOF, the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer its seal, affixed, this ____ day of _____, 2____.

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

WITNESS

BY: _____
CITY MANAGER

NOTARY PUBLIC
Chatham County, Georgia

ATTEST: _____
CLERK OF COUNCIL

EXECUTED IN THE PRESENCE OF:

WITNESS

BY: _____

NOTARY PUBLIC

ATTEST: _____

(SEAL, if Incorporated)