

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

**WATER AND SEWER AGREEMENT
FOR INTERNATIONAL PAPER
REALTY CORPORATION**

THIS AGREEMENT made and entered into this 1ST day of MARCH, 2005 between the **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as the "**City**") and **International Paper Realty Corporation**, a corporation existing and organized under the laws of the State of Delaware (hereinafter referred to as the "**Owner**"):

WHEREAS, the Owner owns property in southwestern Chatham County which the Owner plans to develop consisting of approximately 4050 acres which is delineated in Exhibit 1 attached hereto and made a part of this Agreement and which is identified in the property tax records of Chatham County as the following property identification numbers: 1-1024-01-001, 1-1047-03-009, 1-1047-03-001, 1-1048-04-001, 1-1039-01-005; and

WHEREAS, the Property was recently annexed to the City pursuant to the 100% petition method of annexation as provided in O.C.G.A. 36-36-20 et. seq.; and

WHEREAS, the Owner desires access to water and sewer service from the City for the planned development on the Property; and

WHEREAS, a conceptual Regional Water System consisting of one water well and 87,500 linear feet of water main to extend water service to the Property in cooperation with owners of other neighboring properties has been prepared by the City; and

WHEREAS, a conceptual Regional Sewer System consisting of four major sewage pump stations and 96,000 linear feet of force-mains to extend sewer service to the Property in cooperation with owners of other neighboring properties has been prepared by the City; and

WHEREAS, the City will construct a Regional Water System and Regional Sewer System to serve the Property as provided by this Agreement and the City will recover the cost thereof through a special additional connection fee paid at the time new customers located on the Property connect to the water and sewer system as provided by this Agreement ; and

WHEREAS, the Owner will construct all water distribution and sewage collection facilities necessary to serve the Property which are not part of the Regional Water System or Regional Sewer System; and

WHEREAS, upon completion of construction of Owner Provided Water and Sewer

Facilities by the Owner, such facilities will be dedicated to the City, and the City will accept responsibility for the maintenance and operation thereof to the extent they are located in public rights of way, easements, or on land owned by the City in fee simple, and upon such acceptance the City will provide water and sewer service to the Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and benefits to the parties, the City and the Owner agree as follows:

1. Definitions - Unless the context clearly requires otherwise, all capitalized terms used herein shall have the meanings set forth in this section.

- a. "Agreement" shall mean this agreement between the City and the Owner.
- b. "Engineering Construction Plans" shall mean the detailed construction plans and specifications for the Owner Provided Water and Sewer Facilities prepared for the Owner by a competent professional engineer.
- c. "Equivalent Residential Unit" or "ERU" shall mean, with respect to a water customer, the number of residential units to which the water demand of that customer is equivalent where a residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to any customer shall be determined in accordance with the water use load factors set forth in the Revenue Ordinance, provided however that the determination of the number of ERUs for customers on the Property shall be made on the same basis as for all other customers within Savannah.
- d. "Owner Provided Water and Sewer Facilities" or "Owner Provided Facilities" shall mean all water and sewer facilities which are necessary to provide water and sewer service to the Property other than the Regional Water System and the Regional Sewer System.
- e. "Owner" shall mean the party identified as such in the first paragraph of this Agreement.
- f. "Property" shall mean the parcel(s) of land containing approximately 4050 acres owned by the Owner the boundaries of which are identified in Exhibit 1. In addition, Property shall also mean any property owned, or under contract for purchase by the Owner, as of the date of this Agreement which is annexed to the City within five (5) years of the date of this Agreement, and which is located in the area of Chatham County south of Interstate 16 and west of Interstate 95.
- g. "Regional Sewer System" shall mean the sewage conveyance system shown conceptually in Exhibit 2 (attached hereto and made a part of this Agreement)

consisting of four major sewage pump stations and 96,000 linear feet of force-mains.

- h. "Regional Water System" shall mean the major water mains shown conceptually in Exhibit 3 (attached hereto and made a part of this Agreement) consisting of the infrastructure required to serve the Property which may include one water well, 87,500 linear feet of water main, and elevated water storage facilities.
- i. "Revenue Ordinance" shall mean the annual Revenue Ordinance of the City of Savannah as amended from time to time.

2. Construction of Regional Water System and Regional Sewer System. The City shall prepare, or cause the preparation by a competent engineer, construction plans for the Regional Water System and the Regional Sewer System, and the City shall construct said systems at its expense. It is recognized that Exhibit 2 - Conceptual Regional Water System and Exhibit 3 - Conceptual Regional Sewer System are concept plans only, and that the final construction plans shall determine actual locations of regional system components. The City shall phase the construction of the regional facilities so as to match the water and sewer demands required by development of the Property. The City and the Owner shall coordinate the planning, design, and construction of the Regional Water System and the Regional Sewer System with the planning, design, and construction of the Owner Provided Facilities and public and private roadways and associated rights of way for the Property.

3. Construction of Owner Provided Water and Sewer Facilities. Owner Provided Water and Sewer Facilities shall be designed, built, and funded by the Owner. The following terms shall apply to construction of these facilities:

- a. The Owner shall be responsible for obtaining all necessary easements and rights-of-way for the Owner Provided Facilities at no cost to the City. All easements and rights-of-way shall be of a size determined by the City to be sufficient to permit the efficient operation, repair and maintenance of the facility.
- b. The Owner shall designate an engineer who shall be responsible for the preparation of the Engineering Construction Plans and inspection of the installation of the Owner Provided Facilities and such designation shall be subject to approval by the City. The City shall not reject the Owner's engineer without due cause. The Engineering Construction Plans for the Owner Provided Facilities shall be consistent with City design standards. The Engineering Construction Plans shall be subject to review and approval by the City prior to the Owner entering into any contract for construction.
- c. The Owner shall be responsible to provide resident engineering inspection during construction to ensure the construction contractor's conformance to the approved plans and specifications for the Owner Provided Facilities. The City shall have free access to

the construction to perform additional inspection at its own expense. Upon project completion the Owner shall provide to the City a statement from the inspecting 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 approved specifications and standards. Upon request of the City, the certification shall be substantiated by construction 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. The City shall be given reasonable notice of and an opportunity to observe any tests of the system.

d. The Owner will provide to the City a recordable plat(s) showing the Owner Provided Facilities located within public easements and/or rights-of-way. This document shall be provided prior to construction. In accordance with Section 8.b. (below), lots on which pump stations, wells, or storage tanks are to be located shall be conveyed to the City in fee simple at no cost to the City. Should installation deviate from the original recordable plat(s), the Owner will provide to the City a revised recordable plat showing all Owner Provided Facilities in public easements and rights-of-way. Should the Owner fail to provide the revised plat, the City will not accept the Owner Provided Facilities nor will water meters for the development be issued.

e. Upon completion of the Owner Provided Facilities in accordance with the approved Engineering Construction Plans to the satisfaction of the City, provision of the certificates described in Section 3.c satisfactory to the City, provision of the recordable plat(s) described in Section 3.d, and provision of two copies of "as-built" drawings on Chronoflex Mylar, the City will accept title thereto and assume responsibility for maintenance and operation of those portions of the Owner Provided Facilities located within public easements, rights-of-way, or land owned by the City in fee simple. This acceptance shall include all rights and title that the Owner has in the Owner Provided Facilities and also all easements and/or rights-of-way required for the purpose of maintenance thereof.

f. The Owner shall require the construction contractor to warrant that the Owner Provided Facilities will be free of installation and material defects for a period of 12 months following the date of City acceptance of the Owner Provided Facilities. Any failure of the Owner Provided Facilities due to faulty installation or material defect during the warranty period shall be repaired or replaced by the contractor (or the Owner should they fail to cause the contractor to provide the required warranty) at its sole expense. The Owner (or the Owner's construction contractor at the Owner's direction) shall provide a bond to secure the foregoing warranty, issued by a surety licensed to write surety bonds in the State of Georgia in an amount equal to the estimated value of the Owner Provided Facilities, and in a form approved by the City.

g. Design and construction of the Owner Provided Facilities shall be in accordance with the sizes and depths provided for in the Engineering Construction Plans, which plan provides for the orderly and efficient water and sewer service for the Property and neighboring properties. It is further agreed that oversizing or increased sewer depths

required by for the Owner Provided Water and Sewer Facilities to accommodate service to any area within the Property (or neighboring properties in which the Owner has an interest) shall not give rise to any cost sharing from the City.

4. Addition Connection Fee for Regional Water System and Regional Sewer System. The City will charge, and the Owner shall pay (or cause to be paid) additional connection fees to allow the City to recover the anticipated costs for the Regional Water System and the Regional Sewer System. These fees will be paid in accordance with Section 6.

The additional fee for water shall be \$500 per ERU determined based on the estimated total cost for the Regional Water System divided by the estimated number of ERUs expected to benefit from the Regional Water System. The estimated total cost for the Regional Water System of \$6,654,000 was divided by the estimated number of ERUs expected to benefit from the Regional Water System of 13,400 (including the ERUs on the Property).

The additional fee for sewer shall be \$700 per ERU determined based on the estimated total cost for the Regional Sewer System divided by the estimated number of ERUs expected to benefit from the Regional Sewer System. The estimated total cost for the Regional Sewer System of \$9,540,000 was divided by the estimated number of ERUs expected to benefit from the Regional Sewer System of 13,400 (which is inclusive of the ERUs on the Property).

There shall be an additional connection fee as provided in Section 8e hereof for the funding of certain property acquisitions.

5. Standard Connection Fees. In addition to the connection fees described in Section 4, the City will charge, and the Owner shall pay (or cause to be paid), City Water Tap-in Fees, Sewer Tap-in Fees, Sewage Treatment Plant Additional Connection Fees, and Water Meter Installation Fees, and any other applicable connection charges all as set forth in the Revenue Ordinance for each connection to the water and sewer system within the Property. These fees will be paid in accordance with Section 6.

Such fees (other than the Water Meter Installation Fee) are levied on a per ERU basis. The Water Meter Installation Fee is set at rates which vary with size of the meter on a per meter basis. The rate for such fees shall be at rates as set by the Revenue Ordinance at the time of payment.

The rates per for connection charges levied on a per ERU basis which are currently applicable are:

Water Tap-in Fee	\$ 600
Sewer Tap-in Fee	\$ 400

Treatment Plant Additional Connection Fee

\$1,150

The rate for the Meter Installation Fee for a standard residential 5/8" to 3/4" meter is currently \$350 per meter if installed by the City, or \$300 per meter if installed by a licensed plumber at the Owner's expense. Rates applicable for other meter sizes are also specified by the Revenue Ordinance.

The above rates contemplate that the Property is within the corporate limits of the City. If for any reason this is not the case, the connection charges for outside-City service as provided for in the Revenue Ordinance shall apply.

6. Connection Fees Are Payable by Owner. The water and sewer connection fees described in Sections 4 and 5 for any structure shall be due and payable prior to the issuance of a water meter to serve the structure and prior to the issuance of a certificate of occupancy for the structure.. In the event a lot within the Property, is conveyed to another party prior to the payment of applicable connection fees, the Owner shall remain liable for the payment of such connection fees, unless the City is provided an acknowledgment and agreement of the purchaser to pay said fees and be subject to the terms of this Agreement.

7. Reservation of Water Supply and Sewage Treatment Capacity. After construction and acceptance by the City of the Owner Provided Facilities, the City will make available water supply and sewage treatment capacity of 2,532,000 gallons per day for development within the Property. Water supply and sewage treatment will be made available incrementally with development phases on the Property.

The individual connection charges described in Sections 4 and 5 must be paid before each customer shall be permitted to connect to the water and sewer system. The customer shall be responsible for maintaining sewage lateral line. In the case of lateral water lines, the City shall provide maintenance to and including the water meter.

Recurring water and sewer service fees based on metered water consumption shall be billed to the user in the system's customary manner at rates set forth in the Revenue Ordinance.

8. Pump Station Sites; Rights of Way; Easements; Municipal Services Site; Additional ERU Fee .

a. The Owner shall convey to the City, at no cost to the City and at a time of mutual consent, any rights-of-way or easements located on property controlled by the Owner which are required for the construction, operation or maintenance of the Regional Water System, the Regional Sewer System, and the Owner Provided Water and Sewer Facilities.

b. The Owner shall convey to the City, at no cost to the City, suitable sites in fee simple of at least 50 feet by 50 feet for any sewage pump stations, or water wells to be located on property controlled by the Owner. The Owner shall convey to the City, at no cost to the City, suitable sites in fee simple of at least 100 feet by 100 feet required for any water storage tanks to be located on property controlled by the Owner. The site of such land and the time of conveyance shall be mutually agreed upon by the City and the Owner.

c. Upon request of the City, the owner of the Carter-Adams Tract (as more particularly described as Tracts 15 and 17 in the annexation petition filed with the City on November 8, 2004 and owned by International Paper Realty Corporation) shall convey 50 contiguous acres within the Carter-Adams Tract in fee simple at no cost to the City, to be used by the City to provide municipal services including park and recreation services. Site of such land and the time of conveyance shall be mutually agreed upon by the City and the Owner as definitive development plans are made. No more than 50% of such site shall be jurisdictional wetlands.

d. Upon request of the City, the owner of the Carter-Adams Tract shall convey in fee simple and at no cost to the City one site consisting of no less than 3 contiguous acres (excluding jurisdictional wetlands) within the Carter-Adams Tract which is suitable as a site for public safety station purposes. Site of such land and the time of conveyance shall be mutually agreed upon by the City and the Owner as definitive development plans are made.

e. It is acknowledged that sites in addition to those described in paragraphs 8c and 8d above may be required for the provision of municipal and public safety services for the benefit of the southwestern area of the county being annexed. It is further acknowledged that the exact location of such sites cannot be determined at the time of the making of this Agreement, however it is agreed that the cost of such sites should be fairly shared among the annexed properties. Therefore it is agreed that upon request of the City and at a mutually agreed upon time of conveyance, the City shall purchase and the Owner shall convey in fee-simple, sites within the Property consisting of approximately 3 contiguous acres (excluding jurisdictional wetlands) at a mutually agreed upon location which is suitable for a public safety station or other municipal purpose at a price equal to market value up to a maximum price of \$8,000 per acre. To provide for a fair allocation of the cost of land needed for the provision of municipal services in the southwest area of the county among the properties being annexed, it is agreed that an additional fee per ERU shall be due and payable for each ERU within the Property at the same time that other connection fees are payable at the rate of \$10 per ERU.

9. Transfer and Assignment. Nothing in this Agreement shall convey to the Owner any rights of ownership to the water and sewer capacities made available herein. The capacities made available are not transferable by the Owner for service to areas outside

of the Property under any circumstances.

The Owner shall have the right to convey the Property, or a portion of the Property, to new owners, and each such new owner shall have the right to water supply and sewage treatment capacity made available herein pro rata to the portion of acreage conveyed (or some other allocation agreed upon by the Owner and the new owner), but only if such new owner executes an agreement with the City to the effect that it agrees to be bound by the terms of this Agreement with regard to the portion of the Property it has purchased including construction of Owner Provided Water and Sewer Facilities in accordance with the Engineering Construction Plans.

10. Notices. Any notices required to be given to any party under the terms of this Agreement, shall be forwarded by United States Postal service as follows:

If to the City:	City of Savannah Attention: City Manager P. O. Box 1027 Savannah, GA 31402
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With Copy to:	City of Savannah Attention: City Attorney P. O. Box 1027 Savannah, GA 31402
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If to the Owner:	International Paper Realty Corporation PO Box 1391 Savannah, GA 31402-1391
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11. Term. If the Owner has not commenced substantial construction of the Owner Provided Facilities prior to the tenth anniversary of the date of this Agreement, both parties should put forth a best effort to renegotiate this Agreement. If efforts to renegotiate fail, then in such event this Agreement shall terminate ten (10) years after the date hereof, and the City and the Owner shall not be liable for any further obligation under this Agreement.

12. Miscellaneous.

a. Amendments. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties hereto.

b. Counterparts. This Agreement may be signed in several counterparts, each one of which shall be an original and all of which when taken together will constitute one agreement between the parties.

c. Validity and Enforceability. If any provision of this Agreement is held invalid or unenforceable, the validity and Enforce ability of the remaining provisions of the Agreement shall not be affected thereby, unless the provision held invalid is a material element of this Agreement.

d. Waivers. No Delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, and any such rights may be exercised from time to time as often as deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver.

e. Headings. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

f. Construction of Agreement. The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

g. Provisions of Law. All generally applicable provisions of law now or hereafter in effect relating to water service by the City of Savannah shall be applicable to this Agreement.

(Signature begin on next page)

IN WITNESS WHEREOF, the parties has caused these presents to be executed by their duly authorized officers and their seals affixed as of the day and year first above written.

Executed in the presence of:

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA

Mary B Mitchell
Witness

By: Michael B. Brown
Michael B. Brown, City Manager

Denise L. Wilson
Notary Public

Attest: Dyanne C. Reese
Dyanne C. Reese, Clerk of Council

(SEAL) **DENISE L. WILSON**
Notary Public, Chatham County, GA
My Commission Expires August 5, 2006

(SEAL)

Executed in the presence of:

INTERNATIONAL PAPER REALTY CORPORATION

Kathleen M. Willen
Witness

By: [Signature]
KHW

Johanna Curry
Notary Public

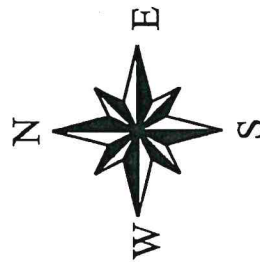
(SEAL) **JOHANNA CURRY**
Notary Public, State of New Jersey
My Commission Expires October 5, 2005

List of Exhibits

- Exhibit 1** - Drawing which shows the boundaries of the Property to be provided by the Owner.
- Exhibit 2** - Conceptual drawing of the Regional Sewer System prepared by Abe Ghazi.
- Exhibit 3** - Conceptual drawing of the Regional Water System prepared by Abe Ghazi.

EXHIBIT 1

Page 1 of 10



VICINITY MAP (NOT TO SCALE)
THE PROPERTY OF THOMAS & HUTTON ENGINEERING CO., INC. IS SHOWN IN THIS VICINITY MAP FOR THE CITY OF SAVANNAH, GEORGIA. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THOMAS & HUTTON ENGINEERING CO., INC. ALL RIGHTS ARE RESERVED.



THIS MAP IS A COMPILATION OF RECORD PLATS, SURVEYS, AND OTHER RECORDS ON FILE IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, CHATHAM COUNTY, GEORGIA. THE INFORMATION IS PRESENTED AS IS AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THOMAS & HUTTON ENGINEERING CO., INC. ALL RIGHTS ARE RESERVED.

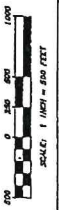
NO.	DESCRIPTION	DATE	BY	DATE

A COMPILATION MAP OF
PROPOSED ANNEXATION
OF TRACTS 1-12 & 15-17
OF UNINCORPORATED
CHATHAM COUNTY INTO
CITY OF SAVANNAH

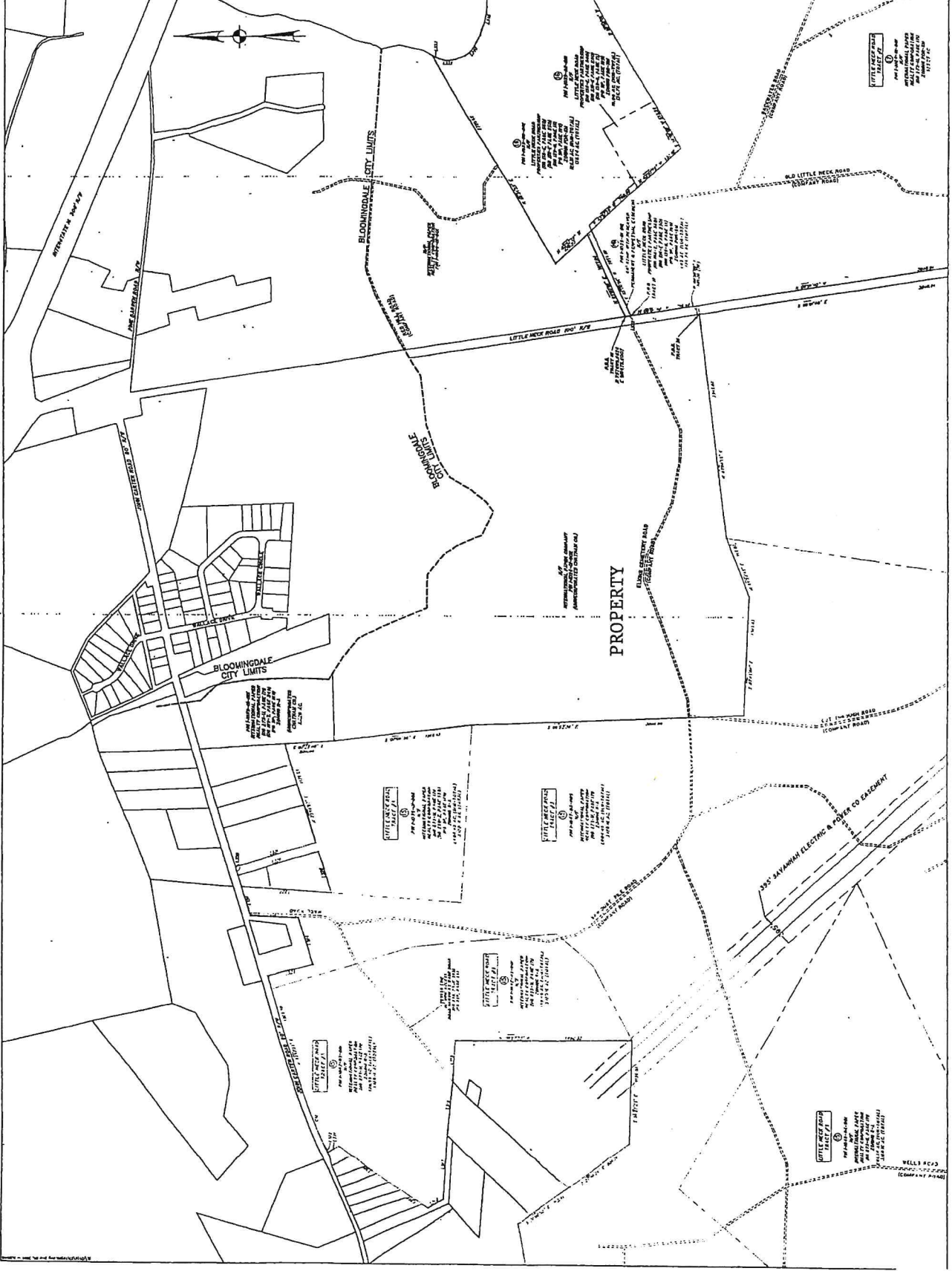
WITHIN THE CITY OF SAVANNAH,
CHATHAM COUNTY, GEORGIA
PREPARED FOR:
CITY OF SAVANNAH

RECORDED AS BOOK _____ PAGE _____
DATE _____
OFFICE OF THE CLERK OF SUPERIOR COURT
CHATHAM COUNTY, GA.

PREPARED BY:
THOMAS & HUTTON
ENGINEERING CO.
66 JAMES O. COOPER BLVD., 3RD FLOOR, SUITE 300
SAVANNAH, GEORGIA 31401
WWW.THOMASANDHUTTON.COM



SCALE
FILE
DATE
DRAWN
CHECKED
APPROVED BY
PARTY CHIEF





PROPERTY MAP (NOT TO SCALE)
THIS PROPERTY MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN AS A REFERENCE TO THE LOCATION OF THE PROPERTY DESCRIBED HEREON.
IT IS THE POLICY OF THIS OFFICE TO PROVIDE THE MOST ACCURATE AND COMPLETE INFORMATION POSSIBLE.
THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER AGENCIES OR INDIVIDUALS.

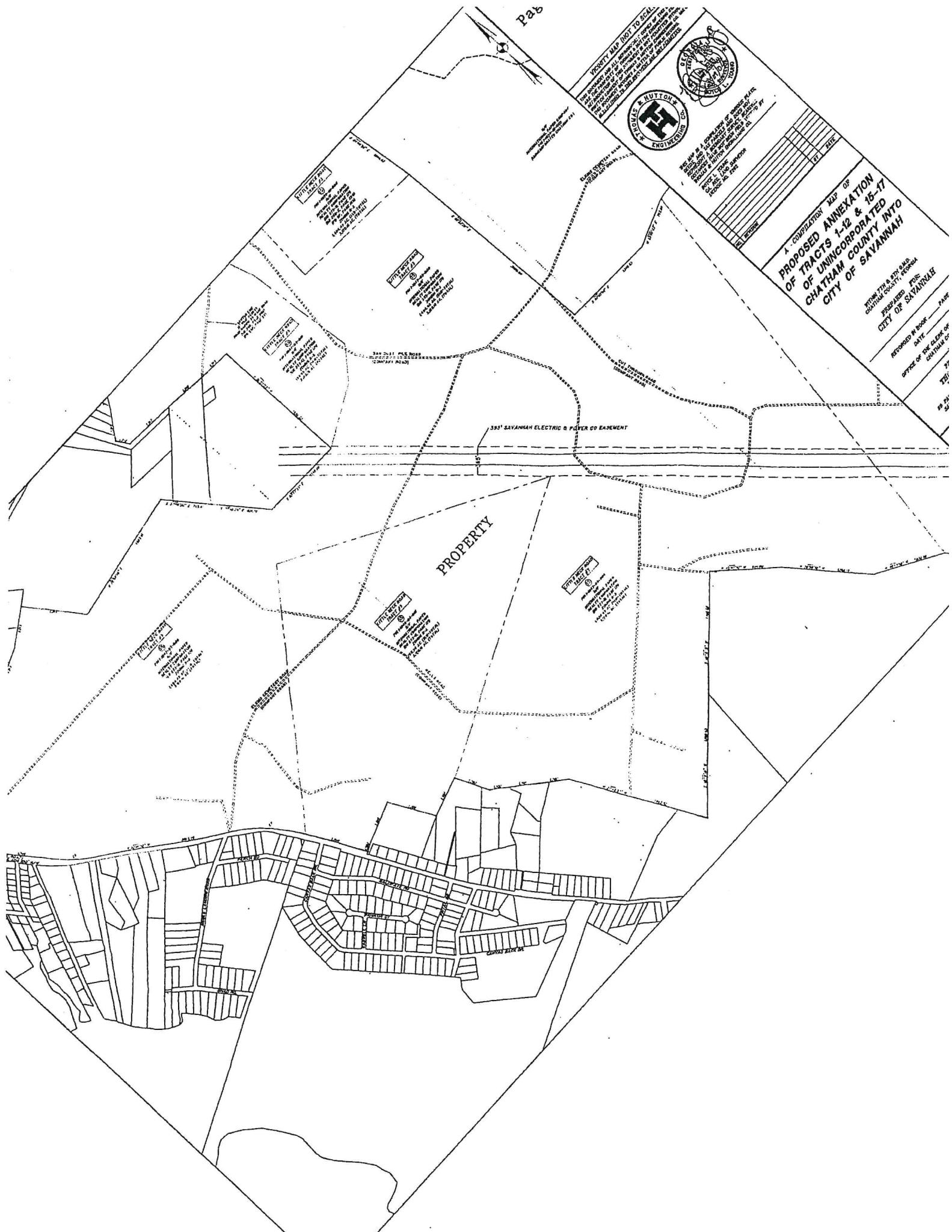


RECEIVED BY THE CITY ENGINEER'S OFFICE
DATE: _____
BY: _____

A COMPREHENSIVE MAP OF
**PROPOSED ANNEXATION
OF TRACTS 1-12 & 15-17
OF UNINCORPORATED
CHATHAM COUNTY INTO
CITY OF SAVANNAH**

FROM: TR & ZONING BOARD
CHATHAM COUNTY AREA
PREPARED BY: JWS
OFFICE OF THE CLERK OF
CITY OF SAVANNAH

RETURNED IN BOOK _____ PAGE _____
DATE _____
OFFICE OF THE CLERK OF
CITY OF SAVANNAH



VERIFY MAP (NOT TO SCALE)
 THE INFORMATION ON THIS MAP IS BASED ON THE RECORDS OF THE CHATHAM COUNTY ENGINEERING DEPARTMENT. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND IT TO BE ACCURATE TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

WATKINS & HUTTON
 ENGINEERS

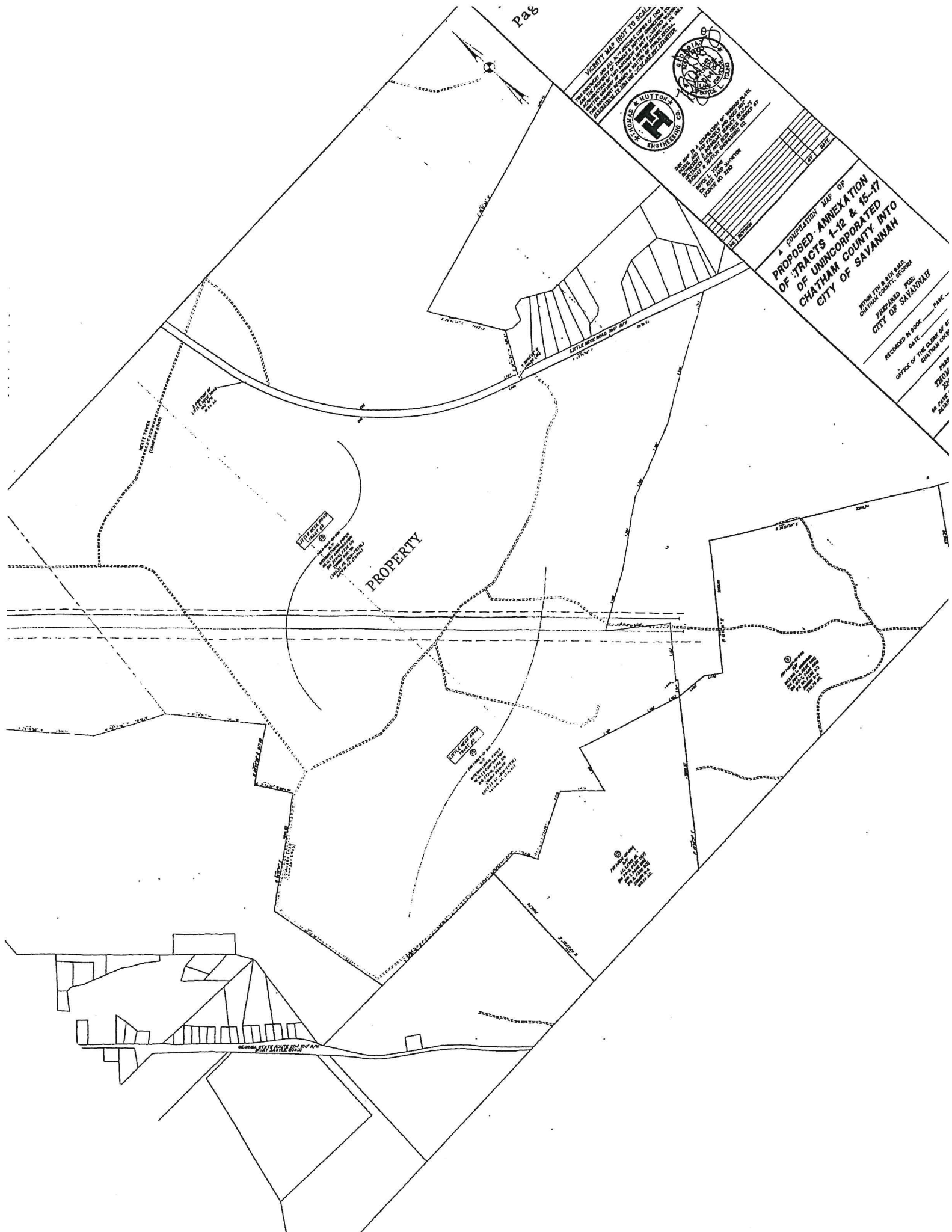
THIS MAP IS A COPY OF A MAP OF THE CITY OF SAVANNAH, GEORGIA, PREPARED BY THE CHATHAM COUNTY ENGINEERING DEPARTMENT. THE MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

**PROBATIONARY MAP OF
 PROPOSED ANNEXATION
 OF TRACTS 1-12 & 15-17
 OF UNINCORPORATED INTO
 CHATHAM COUNTY INTO
 CITY OF SAVANNAH**

PREPARED BY: **WATKINS & HUTTON**
 CHATHAM COUNTY, GEORGIA

DATE: _____
 PREPARED FOR: **CITY OF SAVANNAH**

RECORDED IN BOOK _____ PAGE _____
 OFFICE OF THE CLERK OF THE CHATHAM COUNTY



VICINITY MAP (NOT TO SCALE)
THIS ARCHITECT AND A.S. INDIVIDUALS OFFICE OF THE PROJECT AREA. THE ARCHITECT AND A.S. INDIVIDUALS OFFICE OF THE PROJECT AREA IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION DERIVED FROM THIS MAP OR FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS MAP OR FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS MAP.



THIS MAP IS A COMPILATION OF SURVEY PLATS, RECORDS AND FIELD NOTES AND DOES NOT CONSTITUTE A NEW SURVEY. THE ACCURACY OF THE INFORMATION HEREON IS LIMITED BY THE ACCURACY OF THE SOURCE DATA AND THE QUALITY OF THE SURVEY INSTRUMENTS USED.

A. COMPILATION MAP OF
**PROPOSED ANNEXATION
OF TRACTS 1-12 & 15-17
OF UNINCORPORATED
CHATHAM COUNTY INTO
CITY OF SAVANNAH**

RECORDS IN BOOK, PAGE, DATE

PREPARED FOR:
CITY OF SAVANNAH

PREPARED BY:
TRUSTEES OF SAVANNAH
ENGINEERING CO.
90 JAY OF CONGRESS SQ., P.A. BOX 2277
STUNNICK GA 31407 / (912) 251-5200

SCALE: 1" = 100' FEET

SOLE	1-3002
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LIST REVIEWED	10000
APPROVED BY	S.S.G.
AUTHORIZED	S.S.G.
PRINT DATE	R.M.

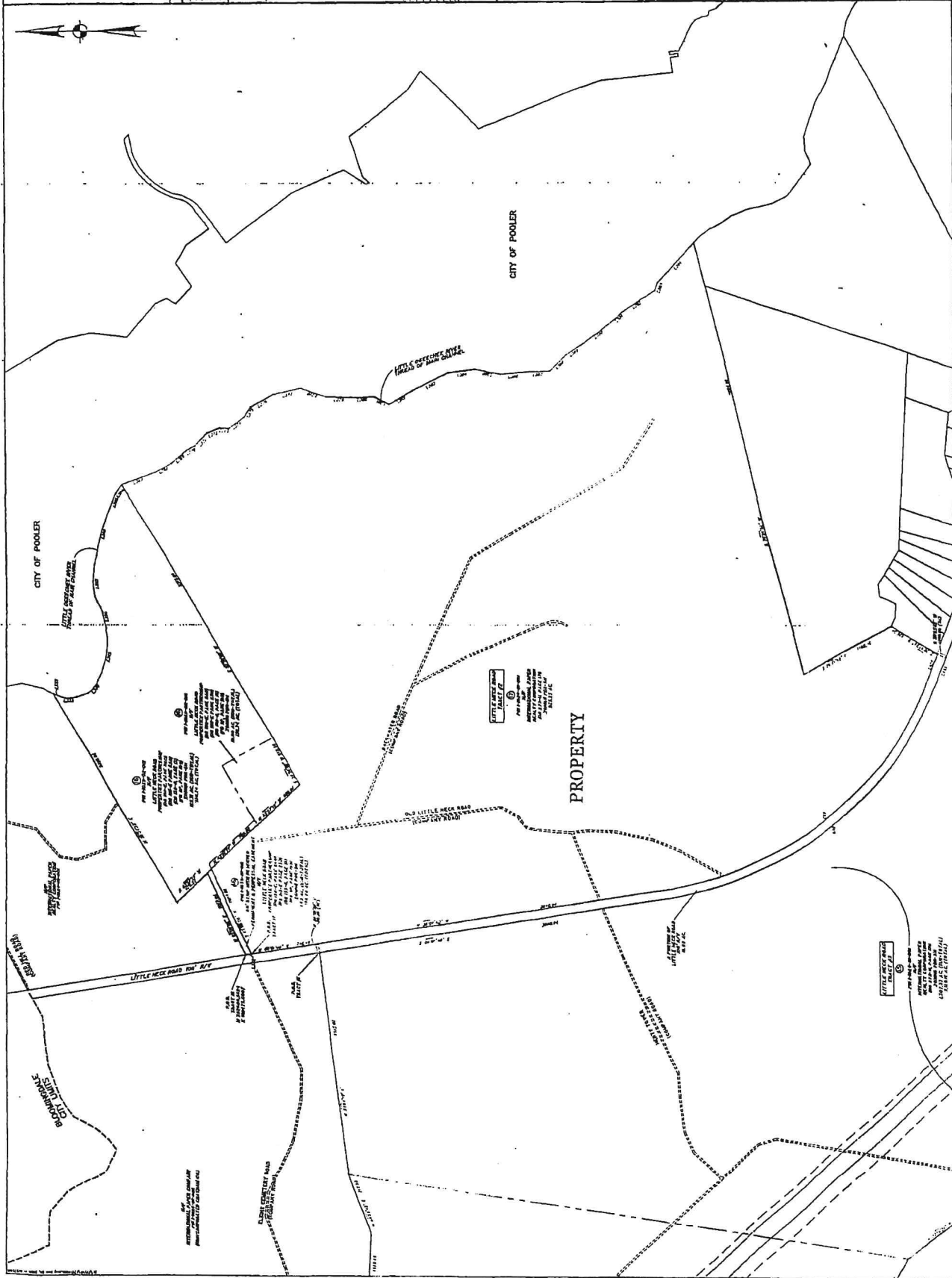


EXHIBIT 1

TRACT 15 ADDENDUM LITTLE NECK ROAD TRACT 3 (3154.2 ACRES)

Commencing at the intersection of the southerly right of way line of John Carter Road and the westerly right of way line of Little Neck Road; thence continue along said Little Neck Road right of way south approximately 6,575 feet to the point of beginning; thence proceed along said right of way line the following courses and distances; thence S08°57'45"E, a distance of 3,119.97 feet to a point; thence S09°04'10"E, a distance of 26.96 feet to a point; thence S09°13'45"E, a distance of 822.27 feet to a point; thence S13°18'38"E, a distance of 295.63 feet to a point; thence S17°41'13"E, a distance of 295.20 feet to a point; thence S20°39'33"E, a distance of 146.15 feet to a point; thence S24°14'26"E, a distance of 291.51 feet to a point; thence S27°17'05"E, a distance of 146.84 feet to a point; thence S30°56'32"E, a distance of 288.57 feet to a point; thence S35°28'38"E, a distance of 283.43 feet to a point; thence S39°04'37"E, a distance of 222.29 feet to a point; thence S39°06'24"E, a distance of 66.29 feet to a point; thence S43°41'15"E, a distance of 268.28 feet to a point; thence S45°31'07"E, a distance of 78.05 feet to a point; thence S46°22'02"E, a distance of 96.28 feet to a point; thence S48°09'28"E, a distance of 150.00 feet to a point; thence S52°27'31"E, a distance of 307.40 feet to a point; thence S56°04'14"E, a distance of 157.88 feet to a point; thence S59°23'39"E, a distance of 315.37 feet to a point; thence S63°58'56"E, a distance of 321.72 feet to a point; thence S69°00'00"E, a distance of 68.02 feet to a point; thence S68°59'03"E, a distance of 224.29 feet to a point; thence S69°00'05"E, a distance of 356.15 feet to a point; thence S69°18'09"E, a distance of 38.55 feet to a point; thence S69°22'29"E, a distance of 1,025.52 feet to a point; thence S69°22'46"E, a distance of 286.61 feet to a point; thence S69°22'31"E, a distance of 1,308.73 feet to a point; thence leave said right of way and proceed S62°13'50"W, a distance of 396.53 feet to a point; thence S63°15'18"W, a distance of 679.00 feet to a point; thence S63°15'28"W, a distance of 254.18 feet to a point; thence S63°15'17"W, a distance of 580.39 feet to a point; thence S69°50'08"W, a distance of 691.16 feet to a point; thence S71°12'49"W, a distance of 409.89 feet to a point; thence S57°43'17"W, a distance of 443.09 feet to a point; thence S57°43'14"W, a distance of 322.30 feet to a point; thence S57°43'01"W, a distance of 245.51 feet to a point; thence S62°56'22"W, a distance of 178.05 feet to a point; thence S62°03'05"W, a distance of 840.93 feet to a point; thence S43°12'51"E, a distance of 929.01 feet to a point; thence S40°44'01"W, a distance of 550.23 feet to a point; thence S51°40'41"E, a distance of 33.06 feet to a point; thence S43°02'52"W, a distance of 234.94 feet to a point; thence N70°05'11"W, a distance of 1,567.97 feet to a point; thence S16°19'31"W, a distance of 689.03 feet to a point; thence N43°25'14"W, a distance of 617.49 feet to a point; thence S68°44'46"W, a distance of 969.81 feet to a point; thence N25°47'48"W, a distance of 292.65 feet to a point; thence N89°46'26"W, a distance of 334.33 feet to a point; thence N88°04'11"W, a distance of 365.51 feet to a point; thence N88°15'44"W, a distance of 818.04 feet to a point; thence N87°30'54"W, a distance of 105.22 feet to a point; thence N87°30'17"W, a distance of 479.44 feet to a point; thence N87°30'20"W, a distance of 123.49 feet to a point; thence N88°27'20"W, a distance of 363.33 feet to a point; thence N09°05'35"W, a distance of 551.58 feet to a point; thence N09°17'58"W, a distance of 220.46 feet to a point; thence N11°10'13"W, a distance of 226.16 feet to a point; thence N08°39'32"W, a distance of 181.00

feet to a point; thence N34°47'42"W, a distance of 65.61 feet to a point; thence N08°49'52"W, a distance of 519.47 feet to a point; thence N56°07'04"E, a distance of 1,640.85 feet to a point; thence N31°14'55"W, a distance of 553.48 feet to a point; thence N59°06'15"E, a distance of 473.85 feet to a point; thence N59°06'04"E, a distance of 186.82 feet to a point; thence N59°48'48"E, a distance of 186.33 feet to a point; thence N37°17'52"W, a distance of 810.89 feet to a point; thence N37°17'41"W, a distance of 599.60 feet to a point; thence N61°29'00"W, a distance of 69.78 feet to a point; thence N61°27'22"W, a distance of 460.67 feet to a point; thence N58°52'12"W, a distance of 363.17 feet to a point; thence N58°51'57"W, a distance of 137.20 feet to a point; thence N39°10'27"W, a distance of 1,019.78 feet to a point; thence N39°09'45"W, a distance of 183.38 feet to a point; thence N39°10'17"W, a distance of 107.06 feet to a point; thence N44°18'27"W, a distance of 578.27 feet to a point; thence N47°36'08"W, a distance of 421.38 feet to a point; thence S48°11'09"W, a distance of 19.87 feet to a point; thence S48°07'49"W, a distance of 20.23 feet to a point; thence S48°09'42"W, a distance of 334.04 feet to a point; thence S48°09'54"W, a distance of 1,197.93 feet to a point; thence S48°09'48"W, a distance of 772.58 feet to a point; thence S48°10'05"W, a distance of 1,060.81 feet to a point; thence N27°54'26"W, a distance of 1,991.12 feet to a point; thence N51°00'42"W, a distance of 1,104.64 feet to a point; thence N25°06'52"W, a distance of 121.49 feet to a point; thence N25°06'33"W, a distance of 376.31 feet to a point; thence S73°15'34"W, a distance of 581.96 feet to a point; thence N27°30'54"W, a distance of 699.28 feet to a point; thence S71°06'51"W, a distance of 603.80 feet to a point; thence S62°29'33"W, a distance of 134.38 feet to a point on the easterly right of way of Georgia State Route 204; thence proceed along said right of way the following courses and distances; thence N27°37'11"W, a distance of 874.39 feet to a point; thence N28°31'19"W, a distance of 175.13 feet to a point; thence N33°02'50"W, a distance of 176.27 feet to a point; thence N37°55'54"W, a distance of 43.82 feet to a point; thence N25°19'09"W, a distance of 57.87 feet to a point; thence N53°20'21"W, a distance of 47.84 feet to a point; thence N37°56'53"W, a distance of 29.88 feet to a point; thence N43°55'04"W, a distance of 175.61 feet to a point; thence N48°51'57"W, a distance of 173.68 feet to a point; thence N52°13'08"W, a distance of 186.38 feet to a point; thence N52°21'38"W, a distance of 37.25 feet to a point; thence N53°41'54"W, a distance of 1,793.81 feet to a point; thence N52°14'43"W, a distance of 332.16 feet to a point; thence N45°55'00"W, a distance of 162.87 feet to a point; thence N40°19'19"W, a distance of 165.84 feet to a point; thence N37°39'19"W, a distance of 833.57 feet to a point; thence N37°41'37"W, a distance of 8.69 feet to a point; thence N38°09'10"W, a distance of 323.64 feet to a point; thence N18°20'08"W, a distance of 137.28 feet to a point; thence N18°21'46"W, a distance of 31.54 feet to a point; thence N18°32'04"W, a distance of 158.67 feet to a point; thence leave said right of way and proceed N73°21'04"E, a distance of 229.49 feet to a point; thence N17°33'36"W, a distance of 10.36 feet to a point; thence N65°31'03"E, a distance of 1,493.84 feet to a point; thence N66°41'38"E, a distance of 1,029.82 feet to a point; thence N66°42'28"E, a distance of 121.39 feet to a point; thence N54°43'33"E, a distance of 588.54 feet to a point; thence S35°21'39"E, a distance of 942.03 feet to a point; thence N79°56'05"E, a distance of 1,903.62 feet to a point; thence S37°09'54"E, a distance of 256.78 feet to a point; thence S36°53'06"E, a distance of 459.62 feet to a point; thence S47°30'41"E, a distance of 1,043.58 feet to a point; thence N89°06'39"E, a distance of 418.91 feet to a point; thence N83°13'33"E, a distance of 516.09 feet to a point; thence N00°31'23"W, a distance of 1,897.65 feet to a point; thence N86°26'04"W, a distance of 440.15 feet to a point; thence N84°40'31"W, a distance of 49.84 feet to a point;

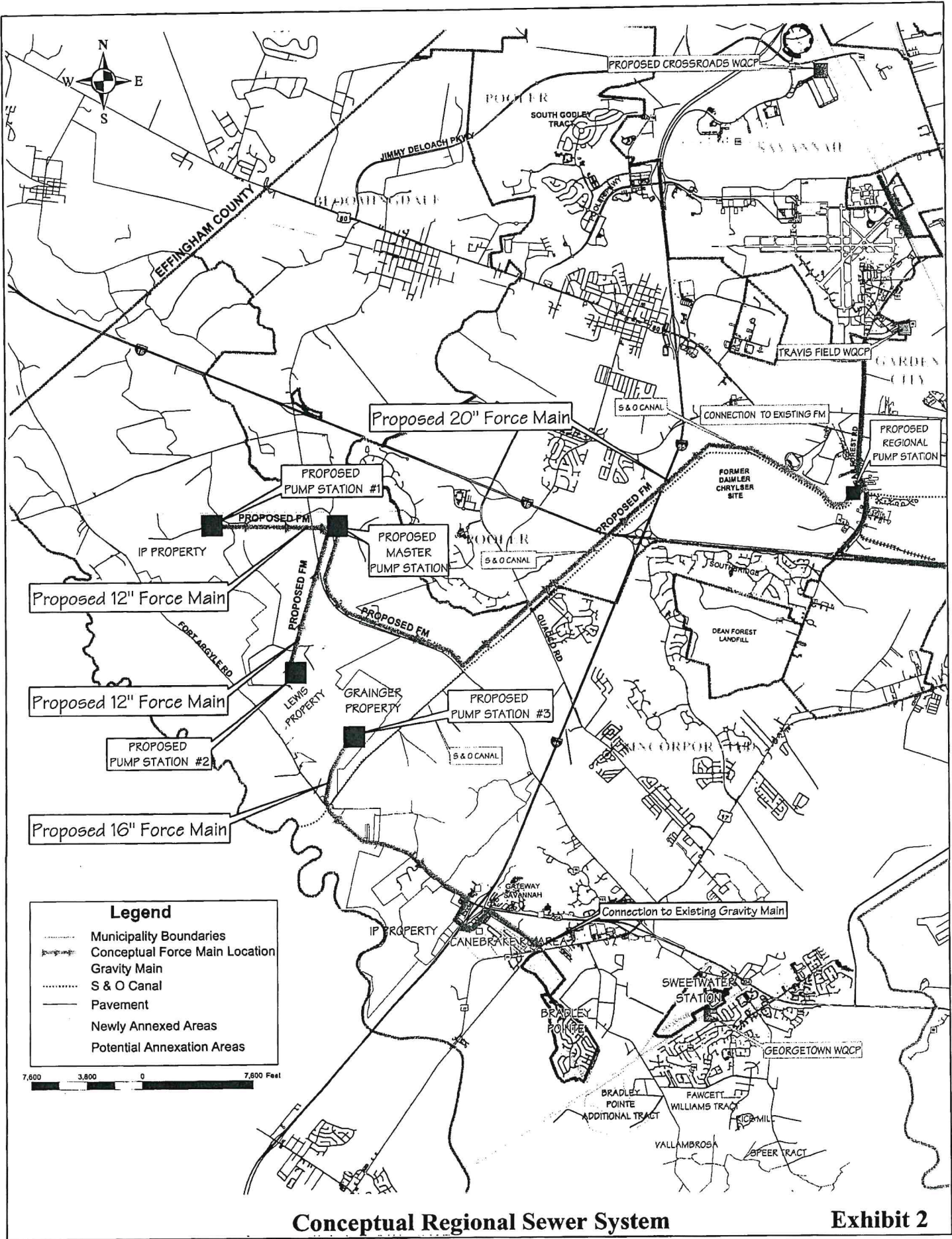
thence N83°57'09"W, a distance of 546.97 feet to a point; thence N86°34'21"W, a distance of 805.98 feet to a point; thence N30°19'47"W, a distance of 202.61 feet to a point; thence N35°51'56"E, a distance of 1,220.01 feet to a point; thence N31°39'35"W, a distance of 164.92 feet to a point on the southerly right of way of John Carter Road; thence along said right of way the following courses and distances; thence N66°12'09"E, a distance of 127.32 feet to a point; thence N68°39'29"E, a distance of 241.29 feet to a point; thence N70°13'27"E, a distance of 125.06 feet to a point; thence N72°00'18"E, a distance of 254.51 feet to a point; thence N72°58'21"E, a distance of 649.06 feet to a point; thence N86°38'00"E, a distance of 12.77 feet to a point; thence N73°19'14"E, a distance of 722.96 feet to a point; thence leave said right of way and proceed S11°38'01"E, a distance of 19.53 feet to a point; thence S14°19'00"E, a distance of 514.09 feet to a point; thence N73°10'02"E, a distance of 546.27 feet to a point; thence N72°59'58"E, a distance of 41.04 feet to a point; thence N02°04'32"E, a distance of 562.50 feet to a point on said right of way; thence along said right of way N73°17'57"E, a distance of 308.83 feet to a point; thence leave said right of way and proceed S03°59'24"W, a distance of 1,004.43 feet to a point; thence N75°06'44"E, a distance of 431.49 feet to a point; thence N16°12'57"W, a distance of 74.53 feet to a point; thence N15°20'27"W, a distance of 520.68 feet to a point; thence N15°24'46"W, a distance of 25.87 feet to a point; thence N15°15'35"W, a distance of 7.84 feet to a point; thence N15°20'54"W, a distance of 336.96 feet to a point on said right of way; thence along said right of way N72°43'23"E, a distance of 52.82 feet to a point; thence N72°40'55"E, a distance of 53.75 feet to a point; thence leave said right of way and proceed S15°52'10"E, a distance of 966.59 feet to a point; thence N74°33'07"E, a distance of 476.79 feet to a point; thence N74°33'01"E, a distance of 247.05 feet to a point; thence N74°32'53"E, a distance of 234.35 feet to a point; thence N74°32'58"E, a distance of 231.56 feet to a point; thence N03°10'12"W, a distance of 1,025.13 feet to a point on said right of way; thence along said right of way N74°03'35"E, a distance of 854.55 feet to a point; thence leave said right of way and proceed S22°00'16"E, a distance of 1,353.32 feet to a point; thence S 21°20'56" E , a distance of 488.15 feet to a point; thence S 88°12'06" W , a distance of 1,414.10 feet to a point; thence S 06°44'53" E , a distance of 1,549.83 feet to a point; thence S 02°01'32" E , a distance of 3,000.40 feet to a point; thence S 87°23'03" E , a distance of 1,345.43 feet to a point; thence N 69°44'45" E , a distance of 713.07 feet to a point; thence N 83°26'17" E , a distance of 2,585.49 feet to the point of beginning; said tract or parcel of land containing 3,154.2 acres more or less.

LESS AND EXCEPT all that certain tract or parcel of land situate, lying and being in the 8th G. M. District of Chatham County, Georgia, containing 42.2 acres, more or less, and being a part of the J. A. Carter Estate, as more particularly described on a plat of survey by Benjamin S. Gay, Georgia Registered Land Surveyor, dated August 25, 1982, a copy of which is recorded in Deed Book 182-P, page 21, in the Office of the Clerk of Superior Court of Chatham County, Georgia, to which reference is hereby made for a more particular description.

**TRACT 17 ADDENDUM
LITTLE NECK ROAD TRACT 2 (292.7 ACRES)**

Commencing at the intersection of the southerly right of way line of Pine Barren Road and the easterly right of way line of Little Neck Road; thence continue along said Little Neck Road right of way south approximately 5,590 feet to the point of beginning; thence leave said right of way and proceed the following courses and distances; N64°39'02"E, a distance of 741.29 feet to a point; thence N63°24'20"E, a distance of 336.05 feet to a point; thence S43°46'06"E, a distance of 331.13 feet to a point; thence S43°23'10"E, a distance of 1,045.33 feet to a point; thence N60°00'44"E, a distance of 1,308.36 feet to a point; thence N59°56'11"E, a distance of 804.45 feet to a point; thence N59°56'11"E, a distance of 359.19 feet to a point; thence N60°03'04"E, a distance of 835.55 feet to a point; thence N60°58'21"E, a distance of 363.10 feet to a point; thence N56°48'17"E, a distance of 63.38 feet to a point on the thread of the Little Ogeechee River which is the Pooler city limit line; thence along said thread of river the following courses and distances; S47°30'34"E, a distance of 190.98 feet to a point; thence S47°26'02"E, a distance of 374.96 feet to a point; thence S40°07'49"E, a distance of 142.92 feet to a point; thence S36°03'11"E, a distance of 126.47 feet to a point; thence S39°56'56"E, a distance of 82.76 feet to a point; thence S45°08'36"E, a distance of 69.94 feet to a point; thence S41°34'01"E, a distance of 160.17 feet to a point; thence S38°18'02"E, a distance of 62.89 feet to a point; thence S22°31'24"E, a distance of 64.94 feet to a point; thence S14°53'13"E, a distance of 69.40 feet to a point; thence S17°29'50"E, a distance of 296.06 feet to a point; thence S19°47'50"E, a distance of 105.02 feet to a point; thence S31°45'03"E, a distance of 107.84 feet to a point; thence S18°01'19"E, a distance of 115.06 feet to a point; thence S31°28'19"E, a distance of 95.11 feet to a point; thence S36°31'40"E, a distance of 83.37 feet to a point; thence S10°55'39"E, a distance of 75.51 feet to a point; thence S05°34'02"W, a distance of 71.00 feet to a point; thence S20°04'54"W, a distance of 71.52 feet to a point; thence S41°59'40"W, a distance of 100.03 feet to a point; thence S30°49'14"W, a distance of 123.58 feet to a point; thence S25°34'00"W, a distance of 105.85 feet to a point; thence S31°36'58"W, a distance of 87.24 feet to a point; thence S13°21'09"W, a distance of 90.82 feet to a point; thence S14°28'39"W, a distance of 83.96 feet to a point; thence S09°01'26"E, a distance of 114.41 feet to a point; thence S19°26'00"E, a distance of 74.85 feet to a point; thence S24°46'01"E, a distance of 93.26 feet to a point; thence S24°35'14"E, a distance of 85.36 feet to a point; thence S25°47'03"E, a distance of 97.95 feet to a point; thence S36°26'52"E, a distance of 214.77 feet to a point; thence S35°40'51"E, a distance of 182.32 feet to a point; thence S33°50'00"E, a distance of 114.62 feet to a point; thence S27°41'46"E, a distance of 91.64 feet to a point; thence S19°10'08"E, a distance of 108.36 feet to a point; thence S08°53'22"E, a distance of 92.92 feet to a point; thence S03°36'41"E, a distance of 116.78 feet to a point; thence S00°08'36"E, a distance of 141.29 feet to a point; thence S03°35'17"W, a distance of 162.83 feet to a point; thence S05°03'04"W, a distance of 117.05 feet to a point; thence S07°59'13"W, a distance of 199.82 feet to a point; thence S00°08'36"E, a distance of 81.24 feet to a point; thence S08°30'33"E, a distance of 121.39 feet to a point; thence S26°42'30"E, a distance of 71.09 feet to a point; thence S34°25'49"E, a distance of 94.06 feet to a point; thence S44°06'06"E, a distance of 137.40 feet to a point; thence S30°02'32"E, a distance of 162.98 feet to a point; thence S36°13'42"E, a distance of 257.88 feet to a point; thence S36°26'52"E, a distance of

214.77 feet to a point; thence S35°46'59"E, a distance of 230.36 feet to a point; thence S35°24'57"E, a distance of 177.39 feet to a point; thence S33°19'18"E, a distance of 109.73 feet to a point; thence S25°47'03"E, a distance of 97.95 feet to a point; thence S53°34'13"E, a distance of 136.35 feet to a point; thence S47°11'19"E, a distance of 139.96 feet to a point; thence S43°01'20"E, a distance of 134.97 feet to a point; thence S53°01'35"E, a distance of 163.90 feet to a point; thence S35°40'51"E, a distance of 89.51 feet to a point; thence leave said thread of river and proceed S76°18'37"W, a distance of 4,938.87 feet to a point; thence S29°44'39"E, a distance of 1,102.14 feet to a point; thence S30°41'31"W, a distance of 641.48 feet to a point on the easterly right of way of Little Neck Road; thence along said right of way the following courses and distances; thence N69°07'33"W, a distance of 463.94 feet to a point; thence N63°58'24"W, a distance of 315.07 feet to a point; thence N59°24'17"W, a distance of 309.81 feet to a point; thence N56°03'00"W, a distance of 153.10 feet to a point; thence N52°09'59"W, a distance of 324.13 feet to a point; thence N48°10'50"W, a distance of 123.45 feet to a point; thence N46°22'17"W, a distance of 145.84 feet to a point; thence N43°40'58"W, a distance of 288.48 feet to a point; thence N39°05'46"W, a distance of 64.02 feet to a point; thence N38°44'25"W, a distance of 242.39 feet to a point; thence N35°27'36"W, a distance of 236.80 feet to a point; thence N35°30'48"W, a distance of 17.43 feet to a point; thence N30°57'02"W, a distance of 282.91 feet to a point; thence N27°15'50"W, a distance of 142.03 feet to a point; being the beginning of a curve, turning to the right, having a radius of 7,165.76 feet, a central angle of 3°26'19" , and a chord length of 429.98 feet bearing N23°41'18" W ; thence proceed along the arc of said curve 430.04 feet to a point; thence N19°10'15"W, a distance of 36.92 feet to a point; thence N16°22'36"W, a distance of 252.04 feet to a point; thence N13°18'28"W, a distance of 289.72 feet to a point; thence N09°22'47"W, a distance of 826.80 feet to a point; thence N08°57'09"W, a distance of 36.95 feet to a point; thence N08°57'57"W, a distance of 3,880.54 feet to the point of beginning; said tract or parcel of land containing 929.7 acres more or less.



Legend

- Municipality Boundaries
- Conceptual Force Main Location
- Gravity Main
- S & O Canal
- Pavement
- Newly Annexed Areas
- Potential Annexation Areas



Conceptual Regional Sewer System

Exhibit 2