

SAVANNAH, CHATHAM COUNTY, GEORGIA

CCC President Street LLC,

WHEREAS, ~~EGG-President--LLC~~, a North Carolina limited liability company, hereinafter referred to as the DEVELOPER, the developer of a multifamily residential development known as The Felicity Apartments (PIN No.: 2-0013-01-001) located within **PRESIDENT STREET SERVICE AREA** consisting of 114.83 residential or equivalent residential units (ERUs) as shown on the attached Exhibit A prepared by Thomas & Hutton dated November 22, 2022, desires certain commitments from the City of Savannah, hereinafter referred to as the City, in regard to extending and making additions to existing water and sanitary sewer systems, or in regard to the construction of water distribution and sanitary sewer collection and disposal systems to serve said development, and

WHEREAS, the engineering design for said sanitary sewer system to serve the Project 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 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 of Savannah 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. The City shall reimburse the Developer for the actual cost of construction for upsizing the 8" water mains and associated appurtenances to 12" and 16" water mains and associated appurtenances, as shown on the attached Exhibit B ("Utility Upgrades"), up to a maximum of \$348,676.16 ("Maximum Reimbursement Amount") as more particularly described on Exhibit C ("Maximum Reimbursement Amount Documentation") attached hereto. Any amount in excess of the Maximum Reimbursement Amount stated above shall be paid by the Developer.
2. The Maximum Reimbursement Amount may be accepted by the City on or before January 6, 2023 which is the expiration date of the current quote that was given to Developer which is depicted in Exhibit C. The parties acknowledge and agree that pricing cannot be guaranteed beyond the expiration date as stated above. If City fails to approve the Utility Upgrades for the Maximum Reimbursement Amount by January 6, 2023, then, Developer may, at its option, submit a new Exhibit C with a revised Maximum Reimbursement Amount for approval by the City in which event the City will again have a defined time period to approve the Utility Upgrades for the revised Maximum Reimbursement Amount.
3. A minimum of two (2) bids shall be obtained for all items in which the City is sharing the cost. Original copies of the bids received shall be submitted to the City for review. The Developer will be authorized to proceed by the City in writing following review and approval of the bids. In the event that the City has not approved the revised bid for the Utility Upgrades pursuant to Section 2 by February 9, 2023, then Developer may proceed to install water and sewer systems without the City's requested Utility Upgrades.
4. Maximum Reimbursement. The Maximum Reimbursement Amount from City to Developer shall be as stated above in Section 2; 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 without the prior written approval of City, spend more than the Maximum Reimbursement Amount 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.

5. 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, the City shall disburse the requested funds in accordance with each request for disbursement submitted by Developer from time to time (each, a "Disbursement Request"). 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 ("Owners Affidavit"), 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 General Contractor's (GC) 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"). Developer shall also provide a statement from the design engineer with each Disbursement Request that the work performed for the specific Disbursement Request is in accordance with the approved plans and specifications.

- (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 and the City shall be allotted up to 45 days from the date of receipt to process and deliver payment to the Developer payment of the Disbursement Request.

(d) Final Disbursement of Funds. In lieu of withholding retainage for each Disbursement Request, the City may at its sole discretion withhold payment of the Final Disbursement Request beyond 45 days if the Developer and the design engineer have not provided sufficient information to document final completion of the work in compliance with the approved plans and specifications.

6. 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.

7. Televising. Any development which requires sanitary sewer main extension and/or involves 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 \$1.25 per linear foot plus a \$120.00 setup fee. 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.

8. Definitions. 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, pandemics declared by federal, state or city governments or authorized agencies, 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 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 the Developer shall render the City harmless from 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 builts" 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 all easements and/or rights-of-way required for the purpose of maintenance thereof.

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

recordable plat showing all utilities in public easements and rights-of-way. Should the Developer fail to provide the revised plat, the City will not release the project, nor will a Certificate of Occupancy or water meter be issued.

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

IT IS FURTHER AGREED that the Developer shall pay to the City a proportionate share of the capital cost for expanding the wastewater treatment and/or transport facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division. The cost per residential or equivalent residential unit shall be \$2,250 for the President Street Plant, or as provided for in the Revenue Ordinance, whichever is greater. This additional connection fee will be paid by the Developer to the City Treasurer as each customer connects to the sewage system and shall be in addition to the sewer tap-in fee. Water meters will not be installed until all fees, including the additional connection fees, are paid.

IT IS FURTHER AGREED that this agreement between the City and the Developer may not be transferred or assigned in whole or in part without prior approval of the City being endorsed thereon, and that any violation of this limitation shall terminate the City's obligation and forfeit the Developer's rights thereunder.

IT IS FURTHER AGREED that all 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. On this basis, this agreement shall expire _____.

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 _____, 2022 ("Effective Date").

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

WITNESS _____ BY: _____
CITY MANAGER

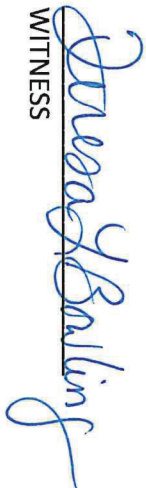
ATTEST: _____
CLERK OF COUNCIL

NOTARY PUBLIC
Chatham County, Georgia

EXECUTED IN THE PRESENCE OF:

CCC President Street LLC, a North Carolina limited liability company

BY: Chaucer Creek Capital LLC, a North Carolina limited liability company, Manager


WITNESS

BY: 
William McClatchey
TITLE: Manager


NOTARY PUBLIC

BARRY D. MANN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 03-17-2024



Equivalent Residential Unit (ERU) Calculation

The Felicity Apartments

1147 East President Street, Savannah GA 31404

[illegible]

- | | | |
|---|--|--------|
| 1. Refer to Article U, Section 4 (E) (4) of the City of Savannah's Revenue Ordinance for determining the applicable Water Use Standard. | Total Flow (gpd) – Water | 34,450 |
| | Total ERU's – Water ² | 114.83 |
| 2. One (1) ERU = 300 gallons per day | Total Flow (gpd) – Reclaimed Water | 34,450 |
| | Total ERU's – Reclaimed Water ² | 114.83 |
| 3. Contact the Water and Sewer Planning and Engineering office for assistance in determining the fee schedule for the project. | Total Flow (gpd) – Sanitary Sewer | 34,450 |
| | Total ERU's – Sanitary Sewer ² | 114.83 |

(Treatment Plant Service Area)	# of ERU's	\$/ERU ³	Total (\$)
Water Tap-In Fees	114.83	600	68,898
Sewer Tap-In Fees	114.83	400	45,932
Water Additional Fees	N/A	N/A	N/A
Reclaimed Water Fees	114.83	600	68,898
Treatment Plant Fees	114.83	2,250	258,367.50
Sewer Area Additional Fees	N/A	N/A	N/A
Sewer Site Additional Fees	N/A	N/A	N/A

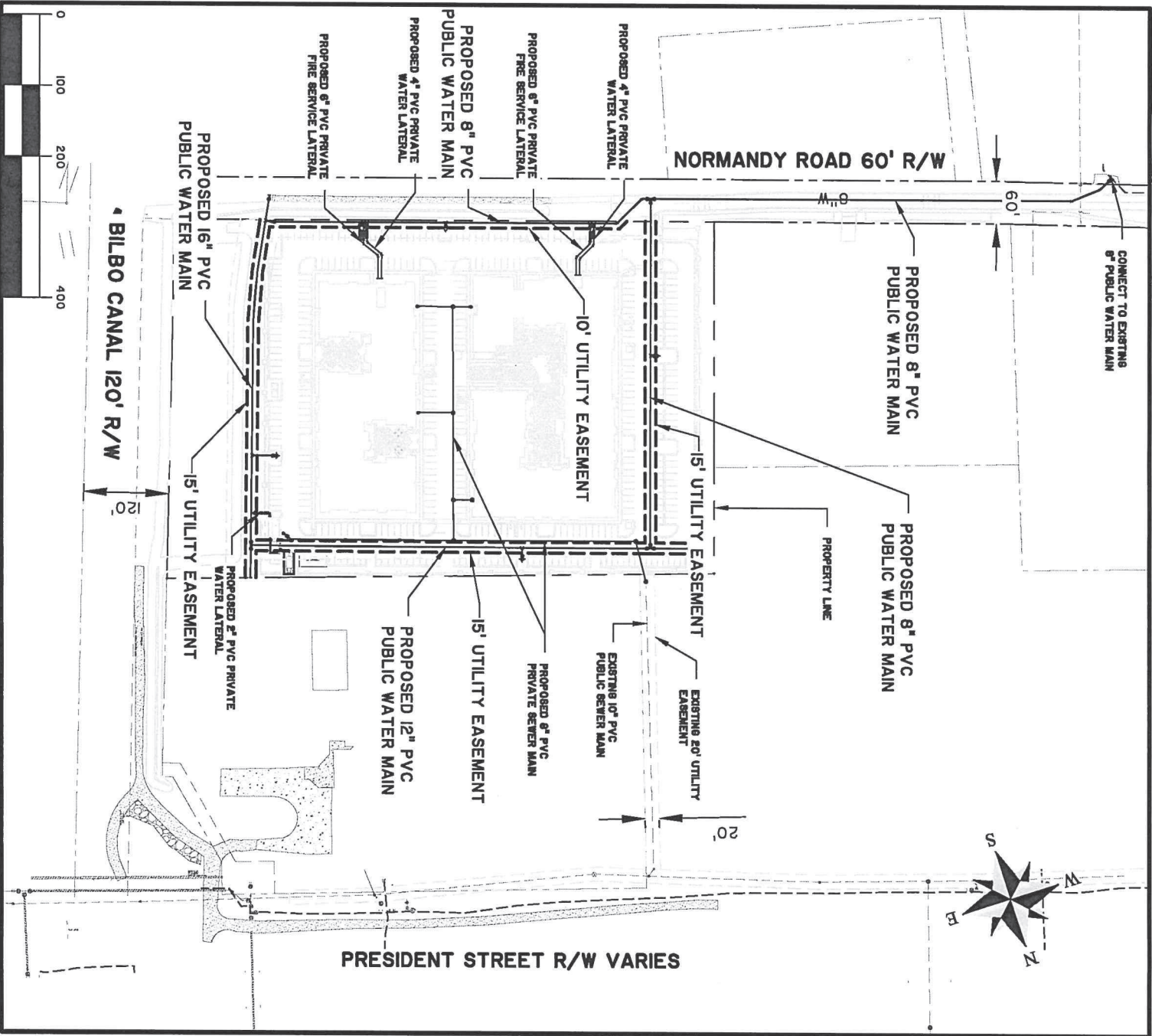
Grand Total	\$442,095.50
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Calculated By: Michael Roach, Thomas & Hutton
(Please Print Name, Firm)

Signature: meelce

Date: 11/22/22

Exhibit B



FELICITY APARTMENTS

WATER & SEWER AGREEMENT EXHIBIT B

CLIENT:

CCC President, LLC

LOCATION: SAVANNAH, GA

DATE: 11/21/2022

JOB NUMBER: J-28400.0000

DRAWN BY: ERF

REVIEWED BY: MCR

SHEET: 1

SCALE: 1" = 200'

THOMAS & HUTTON

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com



December 1, 2022

Estimate Totals

Description	Amount	Totals	Rate
General Conditions (Including a \$15,000.00 Cui)	\$31,492.00		
General Requirements	\$2,662.50		
Design and Owner Costs	\$25,000.00		
Subcontract	\$267,015.15		
Equipment	\$0.00		
Other	\$0.00		
Owner Contingency	\$326,169.65	\$326,169.65	15.00%
Design Contingency	\$0.00		20.00%
Construction Contingency	\$0.00		10.00%
Subcontractor Default - SDI	\$326,169.65	\$326,169.65	1.35%
	\$4,403.29		
Builder's Risk Insurance (by Owner)	\$330,572.94	\$330,572.94	
Building Permit (by Owner)	\$0.00		
Business Tax	\$788.09		0.120%
Project Closeout Services	\$1,313.49		0.200%
Contractor Insurances	\$332,674.52	\$332,674.52	0.810%
GC Fee	\$2,694.66		
	\$13,306.98		4.000%
GC Fee	\$348,676.16	\$348,676.16	

Pricing is valid through January 6, 2023.

CHARLOTTE

RALEIGH

SAVANNAH

WILMINGTON

EXHIBIT C, Page 2

Original 8" Water Mains

Item #	Description	Unit	QTY	Cost / Unit	Total Cost
1	8" PVC Water Main	LF	888	\$ 14.69	\$ 13,044.12
2	8" Joint Restraints	EA	6	\$ 76.98	\$ 461.88
3	8" Gate Valve	EA	1	\$ 839.50	\$ 839.50
4	8" x 8" Tee	EA	1	\$ 154.57	\$ 154.57
5	8" x 6" Tee (FH Assembly)	EA	2	\$ 148.83	\$ 297.66
6	8" 45 Ell	EA	5	\$ 123.68	\$ 618.40
7	8" 22.5 Ell	EA	1	\$ 120.77	\$ 120.77
8	8" x 2" Tapping Saddle	EA	1	\$ 95.06	\$ 95.06
9	4' ID Gate Valve Manhole	EA	1	\$ 1,063.64	\$ 1,063.64
10	Excavate/Haul Unsuitable Mat'l/Import Fill	CY	684	\$ 55.37	\$ 37,874.79
11	Stone Bedding	TN	40	\$ 73.83	\$ 2,953.20
Total				\$	57,523.59

Upsized 12" and 16" Water Mains

Item #	Description	Unit	QTY	Cost / Unit	Total Cost
1	16" PVC Water Main	LF	550	\$ 127.28	\$ 70,002.12
2	16" Joint Restraints	EA	8	\$ 414.68	\$ 3,317.43
3	16" Gate Valve in 6' ID MH	EA	3	\$ 9,394.87	\$ 28,184.60
4	16" x 12" Tee	EA	1	\$ 1,167.13	\$ 1,167.13
5	16" x 8" Tee	EA	1	\$ 990.55	\$ 990.55
6	16" x 6" Tee (FH Assembly)	EA	1	\$ 809.67	\$ 809.67
7	16" Plug	EA	2	\$ 461.44	\$ 922.88
8	16" x 2" Tapping Saddle	EA	1	\$ 1,041.63	\$ 1,041.63
9	12" PVC Water Main	LF	670	\$ 69.54	\$ 46,588.82
10	12" Joint Restraints	EA	4	\$ 199.98	\$ 799.92
11	12" Gate Valve in 6' ID MH	EA	2	\$ 3,204.30	\$ 6,408.59
12	12" x 8" Tee	EA	1	\$ 500.47	\$ 500.47
13	12" Plug	EA	1	\$ 223.51	\$ 223.51
14	12' x 6" Tee (FH Assembly)	LF	1	\$ 435.22	\$ 435.22
15	6' ID Gate Valve Manhole	EA	5	\$ 4,504.48	\$ 22,522.40
16	Fire Hydrant for Flushing	EA	1	\$ 6,422.31	\$ 6,422.31
17	Excavate/Haul Unsuitable Mat'l/Import Fill	CY	1184	\$ 55.37	\$ 65,561.04
18	Stone Bedding	TN	115	\$ 73.83	\$ 8,490.45
19	Labor & Equipment (Additional / Upsized)	DAYS	9	\$ 4,600.00	\$ 41,400.00
20	Landfill Tipping Fee (Additional Mat'l)	CY	500	\$ 37.50	\$ 18,750.00
Total				\$	324,538.73

Upsized 12" and 16" Mains \$ 324,538.73

- Original 8" Mains \$ 57,523.59

Utility Subcontract \$ 267,015.15

EXHIBIT D

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

Date: _____

To: City of Savannah
From: CCC President Street LLC
Re: PIN No: 2-0013-01-001 ("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 Project, in compliance with the plans and specifications, with any 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.

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: _____