

**Requested Meeting Date: 3/1/2018****REQUESTED ACTION**

Herman & Kittle Properties, Inc. has requested to have the water and sewer agreement previously approved for Woodlands At Montgomery terminated.

**RATIONALE** *(describe explain why action is necessary):*

The original agreement was recorded with Chatham County courts by the developer, in error. Since that time the developer for Woodlands at Montgomery has changed and in order to have a removed from the Chatham County courts, a termination agreement is required.

**OBJECTIVE/OUTCOME** *(explain what this action accomplishes):*

Terminate the agreement executed on October 12, 2017

**STRATEGIC OR ORGANIZATIONAL ALIGNMENT** *(identify Council priority):* **Health and Environment**

**SUMMARY EXPLANATION/BACKGROUND**

The first sentence includes the Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item. Please include the reason for not selecting low bidder, if applicable.

**Recommend approval. The agreement has been reviewed and approved by the City Attorney for legal format.**

**FISCAL IMPACT/COST SUMMARY**

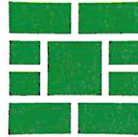
Include project cost, approved budget amount, account number and grant, if applicable, source of funds and any future funding requirements.

n/a

**EXHIBITS**

n/a

**STAFF CONTACT: Abe Ghazi**



# *Memo*

**To:** Mayor and Aldermen  
**From:** Rob Hernandez, City Manager  
**Date:** February 9, 2018  
**Re:** Termination – Woodlands at Montgomery

---

The original agreement for Woodlands at Montgomery was approved by City Council on October 12, 2017. It was then recorded with Chatham County courts by the developer, in error, on November 28 2017, Book 1227, Pages 450-457.

Since that time the developer for Woodlands at Montgomery has changed and in order to have this agreement removed from the Chatham County courts, a termination agreement is required.

This agreement has been reviewed and approved by the City Attorney for legal format.

## **TERMINATION AGREEMENT**

THIS TERMINATION AGREEMENT, dated as of February \_\_, 2018 (this "Agreement"), is entered into by and among HERMAN & KITTLE PROPERTIES, INC. (the "Developer"), and the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (the "City").

### W I T N E S S E T H :

WHEREAS, the parties hereto are parties to an agreement (the "Agreement") dated as of October 12, 2017, and recorded November 28, 2017 in Book 1227, Page 450, in the Office of the Recorder of Chatham County, Georgia, attached hereto as Exhibit A;

WHEREAS, the Developer and City agreed to the terms of the Agreement for the Woodlands at Montgomery (the "Project"), located in the Wilshire Service Area at 227 W. Montgomery Cross Road, consisting of 178.37 equivalent residential units as shown on the attached drawing as Exhibit B prepared by EMC Engineering Services, Inc. and dated July, 2017, Scale 1" = 200';

WHEREAS, the Developer inadvertently recorded the Agreement in the Office of the Recorder of Chatham County, Georgia, as the Developer was not aware that the City does not require the Agreement to be of record;

WHEREAS, on November 30, 2017, the Developer notified the City of its desire to terminate the Agreement and remove it from Chatham County, Georgia real estate records; and

WHEREAS, the City and Developer agreed to terminate the Agreement of record, and to negotiate in good faith an updated water and sewer agreement between the WOODLANDS AT MONTGOMERY LP (the "Property Owner"), Developer and City;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

1. Termination of the Agreement. The Developer and City hereby terminate the Agreement and agree that it shall be released from record with the Chatham County, Georgia Office of Recorder.

2. Execution of Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that all such signatures appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer and City have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**THE MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH**

EXECUTED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
Notary Public

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

(Seal)

(Seal)

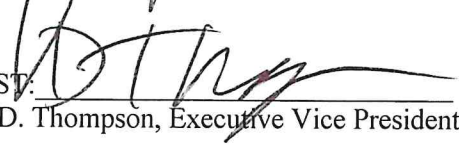
**HERMAN & KITTLE PROPERTIES, INC.**

EXECUTED IN THE PRESENCE OF:

  
\_\_\_\_\_  
Witness

  
BY: \_\_\_\_\_  
Jeffrey L. Kittle, President

  
\_\_\_\_\_  
Notary Public

  
ATTEST: \_\_\_\_\_  
David D. Thompson, Executive Vice President

(Seal)

