

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

AGREEMENT OF SALE AND TERMINATION

THIS AGREEMENT made and entered into this _____ day of _____, 2017, 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 "**Savannah**") and the **COUNTY OF BRYAN**, a county government organized and existing under the laws of the State of Georgia, (hereinafter referred to as "**Bryan County**"):

WHEREAS, Savannah and Bryan County entered into a water agreement dated August 28, 2002 (hereinafter referred to as "**Water Agreement**") for the purpose of wholesale water supply from Savannah to Bryan County; and

WHEREAS, the Georgia Environmental Protection Division (EPD) sanctioned the withdrawal of water by Savannah from within the jurisdiction of Bryan County; and

WHEREAS, the daily withdrawal of water by Savannah from within Bryan County was charged against Savannah's withdrawal permit; and

WHEREAS, Savannah constructed at its cost (hereinafter referred to as "**Capital Cost**"), a large Floridan Aquifer Well, a small Floridan Aquifer Well, and associated equipment on WELL SITE #2 (the "Personalty") as located on Exhibit B of **Water Agreement**; and

WHEREAS, Savannah has not placed any personalty located on WELL SITE #1 as located on Exhibit B of **Water Agreement**; and

WHEREAS, Savannah currently leases WELL SITE #1 and WELL SITE #2 from Bryan County under a separate lease agreement (hereinafter referred to as "**Well Site Lease**") dated September 17, 2008;

WHEREAS, certain changes have been directed by EPD regarding the limit of withdrawals from the Floridan Aquifer for both Savannah and Bryan County; and

WHEREAS, it is in the mutual best interest of Savannah and Bryan County to terminate said **Water Agreement** and **Well Site Lease**.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties Savannah and Bryan County agree as follows:

1. Savannah shall convey to Bryan County all its interest in all Personalty present at Well Site #2 within the boundaries of Bryan County and associated with the above referenced **Water Agreement** and **Well Site Lease**. Such conveyance shall be via Bill of Sale.

2. Bryan County shall provide to Savannah a complete listing of all building permits issued within the Water Service Area as defined in Section 7. Water Capital Cost Recovery Charge of Water Agreement. Said listing of building permits shall be provided to Savannah not less than 30 days prior to closing which shall be scheduled by mutual agreement of the parties. Said listing of building permits shall contain sufficient information to provide for the verification of payments to Savannah of the number of applicable ERUs and associated Water Capital Cost Recovery Charges as specified in **Water Agreement**.
3. Savannah shall provide to Bryan County the record drawings for construction of the Personality on WELL SITE #2 not less than 30 days prior to closing.
4. At the closing, Bryan County shall pay to Savannah a sum equal to the unpaid balance of the **Capital Cost**, plus any unpaid charges or portions thereof for Monthly Base Charges, plus any unpaid charges or portions thereof for Water Capital Cost Recovery Charges, plus any unpaid charges or portions thereof for Metered Water Consumption Charges as defined in Section 5. Charges for Water Service of the Water Agreement. As of October, 2017, the unpaid balance of **Capital Cost** for the Personality is estimated to be \$636,000.
5. Immediately upon closing, Bryan County shall assume all operational and testing responsibilities as required under the Federal Safe Drinking Water Act and the Georgia Rules for Safe Drinking Water. Within ten (10) days of the closing, Savannah shall provide to the Georgia Environmental Protection Division, with copy to Bryan County, the Monthly Operating Report for the month in which the closing occurs. Said Monthly Operating Report shall cover only the days of operation by Savannah, including the day of closing, for that month in which the closing occurs. Bryan County shall be responsible for the Monthly Operating Report covering Well operation from the day following the closing and forward.
6. It is understood and agreed to by the parties, that upon closing, no further Floridan Aquifer withdrawals within Bryan County will be attributed to, included in, or covered by Savannah's groundwater withdrawal permit.
7. At the time of closing, both **Water Agreement** and **Well Site Lease** shall terminate and except as specifically stated herein, Savannah shall have no further interest, obligation, or responsibilities regarding water supply to Bryan County.

(Signatures begin on next page)

IN WITNESS WHEREOF, the parties have 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**

Witness

BY: _____
Roberto Hernandez, City Manager

Notary Public

Attest: _____
Dyanne C. Reese, Clerk of Council

Executed in the presence of:

COUNTY OF BRYAN

Witness

BY: _____

Notary Public

Attest: _____