

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2025 ("Effective Date") by and between **VYOM 5920, LLC** ("Developer") and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia ("City"). Developer and City are hereinafter collectively referred to as "Parties" and individually as "Party".

WITNESSETH:

WHEREAS, Developer is the owner of certain property commonly known as 5920 Ogeechee Road, Savannah, Georgia 31419 consisting of 1.13 acres, more or less, and being more specifically described in Exhibit A attached hereto and incorporated herein by reference ("Property");

WHEREAS, the Property is presently located outside of the City limits;

WHEREAS, Developer commenced the renovation and expansion of its existing gas station and convenience store on the Property pursuant to certain permits issued by Chatham County, Georgia ("Project");

WHEREAS, the City previously reviewed Developer's site plan and, to the extent permitted by law, authorized Developer to tie into the City's main water and sewer lines servicing the existing improvements on the Property in accordance with the approved site plan; provided, however, that such authorization is subject to all applicable City ordinances, regulations, policies, and any conditions imposed by the City;

WHEREAS, Developer represents that it has paid all necessary water and sewer tap fees to the City and completed the work necessary to tie into the water and sewer lines pursuant to the City-approved site plan; provided, however, that such representation is solely for informational purposes and shall not limit the City's right to inspect, enforce ordinances, or impose additional requirements as allowed by law;

WHEREAS, Developer now desires to obtain three (3) water meters from the City for installation on the Project; provided, however, that the installation of the meters is subject to all applicable City ordinances, regulations, policies, and any conditions imposed by the City;

WHEREAS, the City has determined that Developer's installation of the water meters will be in the best interests of the citizens of the City and its residents.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the City and Developer, intending to be legally bound, agree as follows:

1. Water Meters. City hereby agrees to provide three (3) water meters to Developer promptly upon Developer's payment of the water meter installation fees of Five Hundred Seventy-Five Dollars (\$575.00) per water meter. Installation is subject to inspection and approval by the City in accordance with applicable ordinances and standards. Developer shall be responsible for all costs and infrastructure beyond the water meter, including service lines, backflow prevention devices, and connections. All work shall comply with City ordinances, regulations, and engineering standards. The City may inspect prior to use and require corrective action if installation does not meet City standards.
2. Annexation. If, within five (5) years of the Effective Date of this Agreement, Developer receives a written request from the City to apply to annex its Property into the City, Developer shall apply in good faith to annex the Property into the City within thirty (30) days of receiving such written request. The Developer and the City will work in good faith and use its best efforts to annex the Property as described herein. IT IS EXPRESSLY UNDERSTOOD, ACKNOWLEDGED AND AGREED THAT THE SUCCESSFUL ANNEXATION OF THE PROPERTY SHALL NOT BE A CONDITION TO THE PERFORMANCE OF THE DUTIES AND OBLIGATIONS OF THE CITY AND DEVELOPER HEREUNDER WITH RESPECT TO THE SUBJECT PROPERTY. PROVIDED, HOWEVER ONCE THE PROPERTY HAS BEEN ANNEXED INTO THE CITY, DEVELOPER SHALL CONTINUE TO PAY THE PILOT PAYMENT PURSUANT TO SECTION 3 FOR THE CALENDAR YEAR IN WHICH ANNEXATION TOOK PLACE, AND COMMENCING JANUARY 1 OF THE FOLLOWING CALENDAR YEAR, THE TERMS AND PROVISIONS OF SECTION 3 HEREIN SHALL BE NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT. If Developer fails to timely apply or otherwise comply with this Section 2, the City may seek specific performance to compel compliance. Developer shall be responsible for all reasonable attorneys' fees, costs, and expenses incurred by the City in enforcing this Section, including court costs and any related expenses. Notwithstanding anything to the contrary herein, PILOT Payments pursuant to Section 3 shall continue to accrue and be payable until Developer has fully applied for and complied with this Section 2 in all material respects.
3. PILOT Payment. Developer agrees that, commencing on the Effective Date of this Agreement and continuing until the termination of this Agreement or until Section 3 is otherwise voided pursuant to Section 2 of this Agreement (provided however, for clarity, notwithstanding anything to the contrary in this Agreement, PILOT Payments shall continue to accrue and be payable until Developer has fully applied for and complied with Section 2), Developer shall, on an annual calendar year basis, make a payment in lieu of taxes to the City with respect to the applicable calendar year ("PILOT Payment"). The PILOT Payment shall be equal to the real estate ad valorem taxes that would be due to the City from Developer if the Property was located within the City, less the amount of

real estate ad valorem taxes actually paid by Developer to the Chatham County Tax Commissioner that are attributable solely to the Property's location in unincorporated Chatham County and that would not have been imposed had the Property been located within the City. As of the Effective Date, the only such category is the 'Special Services' levy; however, this deduction shall also apply to any successor, replacement, or additional ad valorem tax category imposed in the future exclusively on unincorporated properties and not on properties within the City, but only to the extent such category is collected by the County. By way of further example, as of the Effective Date there shall be no reduction for the 'County M&O,' 'County School M&O,' or 'Transit' millage categories, since those categories are imposed by the County on all properties, regardless of whether they are located within the City or in unincorporated Chatham County. The Parties acknowledge and agree that for purposes of determining the PILOT Payment, the aforementioned ad valorem real property taxes are based on the Appraised Value of the Property (defined below) only and do not include ad valorem taxes on inventory or other personal property.

The "Appraised Value of the Property" for a calendar year, as used in this Agreement, shall be the appraised fair market value of the Property for that calendar year, including all improvements situated thereon, as shown by the records of the Chatham County Board of Tax Assessors. Developer reserves the right to appeal the Appraised Value of the Property. In the event any such appeal results in a change in the Appraised Value of the Property for a calendar year in which the PILOT Payment has been made prior to such change, it is the intention of the Parties that such PILOT Payment be reconciled and adjusted so that the adjusted PILOT Payment reflect the PILOT Payment that would have been paid based on the corrected appraised value of the Property resulting from such change. The adjustment shall be made by decreasing or increasing, as appropriate, the amount of the next PILOT Payment in an amount sufficient to fully account for such reconciliation; provided, however, that in the event no further PILOT Payments are due, such adjustment will be made as follows: (i) if the reconciliation results in a credit to Developer, City shall refund to Developer the amount of such adjustment, or (ii) if the reconciliation results in a credit to City, Developer shall pay to City the amount of such adjustment.

The annual PILOT Payment with respect to the Property will be made by Developer as follows: (i) in the year of the Effective Date, the PILOT Payment shall be paid to City no later January 31st of the next calendar year, but shall be adjusted to reconcile the number of days in the calendar year in which the Effective Date occurred; and (ii) for each subsequent calendar year during the term of this Agreement, the PILOT Payments shall be paid on January 31 of each calendar year for the prior calendar year. Any late payment shall be assessed customary interest and late charges as permitted by the City's Revenue Ordinance.

4. City Manager Approval. The approval of this Agreement by the City shall authorize the City Manager to execute amendments to this Agreement that are in furtherance of the terms and conditions contained herein.

5. Due Diligence. The Parties shall use reasonable diligence to perform the work described herein but shall not be liable to each other, or their successors or assigns, for damages, costs, attorneys' fees, reasonably and actually incurred (including costs or attorneys' fees on appeal) for breach of contract, or otherwise, for failure, suspension, diminution, or other variations of services occasioned by any caused Force Majeure or Unforeseen Conditions (as hereinafter defined).
6. Agency. Developer and the City, and their respective agents, contractors or subcontractors, shall perform all activities that are outlined in this Agreement as independent contractors and not as agents of each other.
7. Binding Nature of Agreement. This Agreement shall be binding upon, and shall inure to the benefit of the successors or assigns of the parties, and shall run with the Property and be binding upon and inure to the benefit of any person, firm or corporation that may become the successor in interest, directly or indirectly, to the Property, or any portion thereof.
8. Controlling Laws:
 - (a) This Agreement and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Georgia and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for particular issues, all the City ordinances, rules, regulations and policies are applicable.
 - (b) The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Chatham County, Georgia.
9. 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.

10. Miscellaneous:

- (a) Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement or the subject matter covered by this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.
- (b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and successors in title.
- (c) Waiver; Time. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provisions of this Agreement or any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of the Agreement shall be construed as a waiver of such breach. Time is of the essence in the performance of the terms and provisions of this Agreement.
- (d) Captions and References; Interpretation. The captions and paragraph headings in this Agreement are for ease of reference only and are not intended to limit, describe, supplement or be part of this Agreement. Any reference in this Agreement to "Section" or "Exhibit" shall refer to the corresponding Section or Exhibit of this Agreement, unless otherwise expressly indicated. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Whenever the word "including" is used, it shall have the same meaning as "including but not limited to" and "including without limitation." Any reference in this Agreement to "herein" or "hereof" shall refer to this Agreement as a whole rather than being limited to the particular section or subsection in which such term is used.
- (e) Severability. In the event that any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such provision shall be deemed an independent provision, and such determination shall not affect the validity or enforceability of any other provision of this Agreement, which shall

remain in full force and effect and which shall be construed as to be valid and enforceable under applicable law.

- (f) Letter of Assurance. Upon request of Developer or its lender for the Project, the City hereby agrees to furnish a letter to Developer or said lender stating that (i) this Agreement is in full force and effect (or, if not, the reason that this Agreement is no longer in full force and effect), (ii) there are no defaults under this Agreement (or, if not, the nature of the default(s)), and (iii) all amounts due and payable hereunder have been paid in full (or, if not, the outstanding balances due and payable hereunder). The City shall use its best efforts to furnish said letter within ten (10) days after request, therefore.
- (g) Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) upon receipt as evidenced by delivery receipt if sent by a national overnight delivery service, (iii) sent by electronic mail or facsimile to the addresses or numbers below if a confirmed receipt, which includes the date and time of delivery, is provided, or (iv) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance with:

If to City: City of Savannah
Attention: City Manager
City Hall
2 East Bay Street
Savannah, GA 31401
Email: Jay.Melder@savannahga.gov
Facsimile: (912) 238-0872

with a copy to: City Attorney
Office of the City Attorney
2 East Bay Street, 3rd Floor
Savannah, GA 31401
Email: Blovett@savannahga.gov

If to Developer: Vyom 2920, LLC
Attn: Kalpesh Patel
5 Grand Lake Circle

Savannah, GA 31405
Email: kalps_vr@yahoo.com

with a copy to:

Robert C. Hughes, III, Esq.
410 E. Bay Street
Savannah, GA 31401
Email: robert@hughes-lawfirm.com &
rhughes@rhp-law.com

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

VYOM 5920, LLC

By: 

Name: Karishkumar Patel

Title: owner

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

**MAYOR AND ALDERMEN OF THE CITY OF
SAVANNAH**, a Georgia municipal corporation

By: _____

Name: _____

Title: City Manager

EXHIBIT "A"

Legal Property Description

All that tract or parcel of land lying, and being in Chatham County, Georgia, described upon a plat thereof entitled "Boundary Survey-Portion of the Pike & Galin Tract 7th G.M. District, Chatham County, Georgia" prepared for Ambema Enterprises, Inc., by Yawn Land Surveys, LLC, dated October 6, 2006, recorded in Plat Record Book 35-P, page 20, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said lot is bounded on the North by Wal-mart Business Tract Parcel A; on the East by the Lands of JJJ, Inc.; on the South by the Right-of-Way of U.S. Highway 17, and on the West by Lands of 5990 Ogeechee Road Investments, LLC Parcel 1-B. Said property was conveyed to VYOM 5920, LLC by Quitclaim deed dated August 9th, 2024, recorded in Deed Book 4352, Pages 457-458, in the aforesaid Clerk's Office. Said plat and deed are incorporated herein by specific reference. Containing improvements thereon known as 5920 Ogeechee Road, Savannah, Georgia. PIN# 1-1029-04-030.

Subject to all restrictions, easements, and rights of way of record.