

-DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____ 2026 (“Effective Date”) by and between **BROOKHAVEN DEVELOPMENT, LLC**, a Georgia limited liability company and **FOREST LAKES DEVELOPERS, LLC**, a Georgia limited liability company (collectively, “Owner”) and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“City”). Owner and City are collectively referred to herein as “Parties.”

WITNESSETH:

WHEREAS, Owner is the owner of certain property being more specifically described on Exhibit A (PIN No. 11037 02002) attached hereto and incorporated herein by reference (“Property”);

WHEREAS, Owner annexed the Property into the City of Savannah and rezoned the Property to Planned Development to develop the Property for residential and commercial uses, to donate certain property for vehicular connection between the current termination of New Hampstead Parkway and Fort Argyle Road, and to donate approximately one and one-half (1.5) acres of the Property to the City and contribute Five Hundred and No/100 Dollars (\$500.00) per residential dwelling unit to the Savannah Affordable Housing Fund;

WHEREAS, the Parties hereto desire to set forth the terms and conditions of a development agreement that will serve the best interests of the Parties and the residents of the City of Savannah.

NOW THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

1. Property Development. Owner annexed the Property into the City of Savannah and developed the Property as a planned development approved by the City (“PD”), so that there will be a comprehensive and predictable land planning guide for the future development of the Property, which PD is more further shown and described on Exhibit B attached hereto and made a part hereof. The parties acknowledge and agree as follows:

(a) Connector Road. An extension of New Hampstead Parkway from the property line of the Property to Fort Argyle Road (“Connector Road”) will be constructed by Owner in substantially the location and in the form attached hereto as Exhibit C, subject to any changes in location as may be required by the Georgia Department of Transportation. The costs to construct such Connector Road are shown and described on Exhibit D. The City will reimburse Owner up to the Maximum Reimbursement associated with the design, project management, and construction costs of the Connector Road and for all such costs and expenses incurred in connection with the same pursuant to Sections 1(e) and 1(f) herein. Notwithstanding anything herein to the contrary, Owner shall be permitted to complete the construction of the Connector

Road in phases. Owner shall be responsible for selecting the general contractors (GC) and engineering firms to complete the Connector Road. Upon Owner completion and City approval of the Connector Road, (i) Owner shall convey to the City any portion of the Connector Road that is located on the Property; and (ii) the City shall thereafter maintain and repair the Connector Road as a public right-of-way, subject to Section 1(d).

(b) Traffic Signalization at Connector Road and Fort Argyle Road. The Parties acknowledge that the Owner's Traffic Impact Study identifies the need for future traffic signalization at the intersection of the Connector Road and Fort Argyle Road as development progresses. The Owner shall be solely responsible, at its expense, for all costs associated with the Traffic Signal, including signal warrant analysis, design, engineering, permitting, project management, acquisition of any necessary right-of-way or easements, utility relocation, and construction. The Owner shall coordinate with the City and the Georgia Department of Transportation ("GDOT") to obtain all required approvals and permits and shall design and construct the Traffic Signal when warranted and authorized by GDOT. The City shall have no financial obligation for the Traffic Signal, and no costs associated with the Traffic Signal shall be eligible for reimbursement under Sections 1(e) or 1(f) of this Agreement or otherwise. The Parties acknowledge that the need for the Traffic Signal is attributable to the traffic impacts generated by the Development and that all associated costs shall remain the sole responsibility of the Owner.

(c) Utility Improvements. The utility improvements and costs for design and construction to make such improvements are more particularly shown and described in that certain Water and Sewer Agreement attached hereto as Exhibit E made a part hereof.

(d) Guarantee. Owner expressly warrants that all work performed under this Agreement shall conform in all respects to the requirements set forth herein; be free from defects in materials, equipment, and workmanship; and be completed in a good and workman like manner consistent with industry standards. Owner shall not be responsible for normal wear and tear, improper maintenance, or damage resulting from events beyond Owner's control. Owner shall promptly correct and be responsible for repairing any defects of the Connector Road for a period of one (1) year from the date of final conveyance and acceptance upon receipt of written notice from City.

(e) Disbursements. The maximum disbursement for improvements described in Section 1(a) shall be \$3,000,000.00 ("Maximum Reimbursement"); provided, however Owner 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 the City that would constitute a change in scope of work. Owner shall apply for disbursements for such improvements in accordance with the terms of this Agreement in order to complete the improvements described herein. Owner may, at its option and sole cost and expense, spend more than the Maximum Reimbursement for the construction of improvements if it feels that it would be in the best interests of the Property to modify or augment improvements above and beyond customary improvements. Any such modifications or augmentations shall be subject to the City's reasonable review and approval without regard to any change in cost. Upon compliance with the terms of this Agreement, City shall disburse in accordance with each request for disbursement submitted by Owner from time to time (each, a "Disbursement Request").

(f) Procedures for Disbursement. Each Disbursement Request submitted by Owner to the City shall be reviewed and approved by City staff, without the need for further approval by City Council, in accordance with the following procedures and deliveries:

(i) Form of Disbursement Request. To initiate each Disbursement Request, Owner shall prepare an Owner's Affidavit and Requisition for Funds in the form attached hereto as Exhibit F which shall be accompanied by invoices for all such costs submitted for payment with a Disbursement Request. With each Disbursement Request, Owner shall submit to City a review and approval of the GC's Requisition by Owner's Engineer, which shall be evidenced by the Engineer's written certification to the City that the work covered by such requisition has been performed in accordance with the plans and specifications ("Certified GC's Requisition").

(ii) Use of Proceeds. With each Disbursement Request, Owner 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 supported by the invoices or other appropriate documentation submitted in connection with such Disbursement Request, which costs, expenses and fees have been actually incurred by Owner. Disbursement Requests based on phased progress shall be commensurate with costs actually incurred, supported by invoices and documentation, shall not exceed the percentage of verified, inspected, and satisfactorily completed work calculated based on costs outlined in Exhibit D.

(iii) Frequency. Owner may not submit a Disbursement Request more frequently than monthly.

(iv) Disbursement of Funds. City shall disburse by wire transfer into the designated account of Owner the amount of each Disbursement Request within thirty (30) days of receipt thereof. Notwithstanding the foregoing, City shall timely disburse any undisputed portion of each Disbursement Request within said thirty (30) day period and shall notify Owner, in writing, of any disputed portion during such period. Any undisputed amount to be disbursed within such thirty (30) day period shall bear interest, from the expiration of such period, at the rate of seven percent (7%) per annum.

(v) Supporting Documentation. With each Disbursement Request, Owner shall provide City with interim lien waivers for all sums disbursed in the prior month by the general contractor 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 interim 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, schedules of values and releases for the purposes of issuing interim mechanic's lien coverage all in form and substance satisfactory to the City in its reasonable discretion. City expressly agrees that all bonding requirements shall be waived for the plotting of the Connector Road, any spine roads located on the Property, and the subdivision of the Property.

(g) Access. Owner grants the City, its employees and agents, a license and temporary access easement in, over, and through Property for the purposes of ingress and egress in order to inspect and verify construction progress of Connector Road before any disbursement is made. Nothing in this subsection is intended to waive or circumvent Owner's obligation to comply with all aspects of the City's permitting process, including, but not limited to, all permitting obligations related to entering upon or working in public rights-of-way owned by the City.

(h) Correction of Work. Owner shall promptly correct all work rejected by City inspection staff as defective or as failing to reasonably conform to requirements herein, whether observed before or after substantial completion. Owner shall bear all costs of correcting such rejected work. Owner's obligations under this subsection are subject to, and coextensive with, the warranty period and standards set forth in Section 1(d).

(i) Land Donation. Owner shall convey to the City, by limited warranty deed and at no cost to the City, approximately one and one-half (1.5) acres of the Property (the "Donated Parcel") for public/municipal purposes as mutually agreed by the Parties, as described in Exhibit G. The Owner shall convey the Donated Parcel to the City no later than thirty (30) days after the issuance of the Land Disturbance Permit for the New Hampstead Parkway extension. The Donated Parcel shall be delivered free and clear of monetary liens. Owner shall convey good and marketable fee simple title, and the Parties shall cooperate in the delivery of a current survey and a customary owner's title affidavit in connection with such conveyance.

(j) Affordable Housing Contribution. As additional consideration for the City's approval of the Entitlements, Owner shall contribute Five Hundred and No/100 Dollars (\$500.00) per fee simple residential lot developed on the Property to the Savannah Affordable Housing Fund (the "SAHF") administered by the City (or its designated fund administrator). Such contribution shall be due and payable on a per-lot basis at the closing of the initial sale of each residential dwelling unit (but specifically excluding any sale of a tract or parent parcel to a developer) to a bona fide third-party purchaser, and shall be remitted within forty-five (45) days after each such closing. Owner shall provide the City with a quarterly report identifying the residential dwelling lots closed (or, if applicable, receiving certificates of occupancy) during the preceding calendar quarter and the corresponding contribution amounts. For the avoidance of doubt, no contribution under this Section shall be due with respect to commercial units, and the obligations of this Section shall run with the Property and be binding upon Owner's successors and assigns.

(k) Section 404 Permitting; Nationwide Permit Applicant. The Parties acknowledge that construction of the Connector Road may require authorization under Section 404 of the Clean Water Act, 33 U.S.C. § 1344, whether by an individual permit or a Nationwide Permit ("NWP") verification issued by the U.S. Army Corps of Engineers ("Corps"). Because the Connector Road is a public road improvement that will be dedicated to and owned by City upon completion, the Parties agree that: (i) City shall be the applicant and permittee of record for any Section 404 individual permit application or NWP pre-construction notification associated with the Connector Road, and Owner shall not be named, and shall not seek to be named, as a co-applicant or co-permittee on any such authorization; (ii) Owner shall, at Owner's sole cost and expense, prepare, or cause its consultants to prepare, all wetland delineations, pre-construction notifications, mitigation plans, and other materials required to obtain such Section 404

authorization for the Connector Road, and shall submit the same to City for City's review, execution, and subsequent submission to the Corps in City's name; (iii) City and Owner shall cooperate in good faith and use commercially reasonable efforts to have the Connector Road treated by the Corps as a single and complete project that is separate and distinct from any Section 404 authorization obtained or sought for development activities on the Property, including by coordinating the timing and sequencing of any pre-construction notification, jurisdictional determination request, or other Corps submittal relating to the Connector Road; provided, that the Parties acknowledge the Corps retains sole authority and discretion to determine project scope, aggregation, and permittee status under applicable federal law, and neither Party warrants or guarantees any particular outcome of such determination; (iv) City shall execute such agent authorization forms, rights-of-entry, or landowner authorizations as may reasonably be required by the Corps to permit Owner, and Owner's contractors and consultants, to perform construction and mitigation work on the Connector Road under City's Section 404 authorization; and (v) Owner shall bear, at its sole cost and expense, all costs incurred in connection with the Section 404 authorization for the Connector Road, including compensatory mitigation, monitoring, and related agency-imposed conditions, and such costs shall not be charged against, or reimbursed from, the Maximum Reimbursement or otherwise be an obligation of City.

2. Due Diligence.

(a) 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.

(b) Owner and the City will act in good faith to negotiate and finalize the terms and conditions of the conveyance of property from Owner to the City for the location of the Connector Road and the related improvements. City agrees to review and approve of all permits, site plans, and other similar items, related to the work described herein and related to the development of the Property in a timely manner.

3. Agency. Owner and the City, and their respective agents, contractors or subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents of each other.

4. 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.

5. Amendment. Any amendment to this Agreement will not be binding upon the Parties unless such amendment is in writing duly executed by the Parties. City and Owner acknowledge and agree that the Parties may need to execute one or more amendments to this Agreement which shall provide greater detail with respect to the rights, duties and obligations of each Party. The approval of this Agreement by City will authorize the City Manager to execute amendments to this Agreement that are in furtherance of the terms and conditions contained herein.

6. 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.

7. Force Majeure and Unforeseen Conditions. 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, 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 the Owners’ 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 environmental contamination not previously disclosed by any prior environmental report or 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.

8. 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) No Assignment. This Agreement is a contract for specialized services and is personal to the Parties and shall not be assignable in whole or in part by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment without prior written consent shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

(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) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

(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
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with a copy to:	Mr. R. Bates Lovett
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Office of the City Attorney
2 East Bay Street, 3rd Floor
Savannah, GA 31401
blovett@savannahga.gov

If to Owners: Brookhaven Development, LLC & Forest Lakes
Developers, LLC
2702 Whatley Avenue
Savannah, Ga 31404

with a copy to: Hunter Maclean
Attention: Joshua Yellin
200 East Saint Julian Street
Savannah, GA 31412
jyellin@huntermaclean.com

(h) Exhibits. The following exhibits are attached hereto and incorporated by this reference herein:

Exhibit A	Legal Description - Property
Exhibit B	Planned Development
Exhibit C	Connector Road Plat and Legal Description
Exhibit D	Budget Costs
Exhibit E	Water and Sewer Agreement
Exhibit F	Disbursement Request; Requisition of Funds
Exhibit G	Legal Description – Tract 10

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OWNER:

BROOKHAVEN DEVELOPMENT, LLC, a
Georgia limited liability company

By: _____

Name: _____

Title: _____

FOREST LAKES DEVELOPERS, LLC, a
Georgia limited liability company

By: _____

Name: _____

Title: _____

CITY:

CITY OF SAVANNAH, a Georgia municipal
corporation

By: _____

Name: _____

Title: City Manager

EXHIBIT A TO DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION – PROPERTY

EXHIBIT A.

PROPERTY DESCRIPTION:

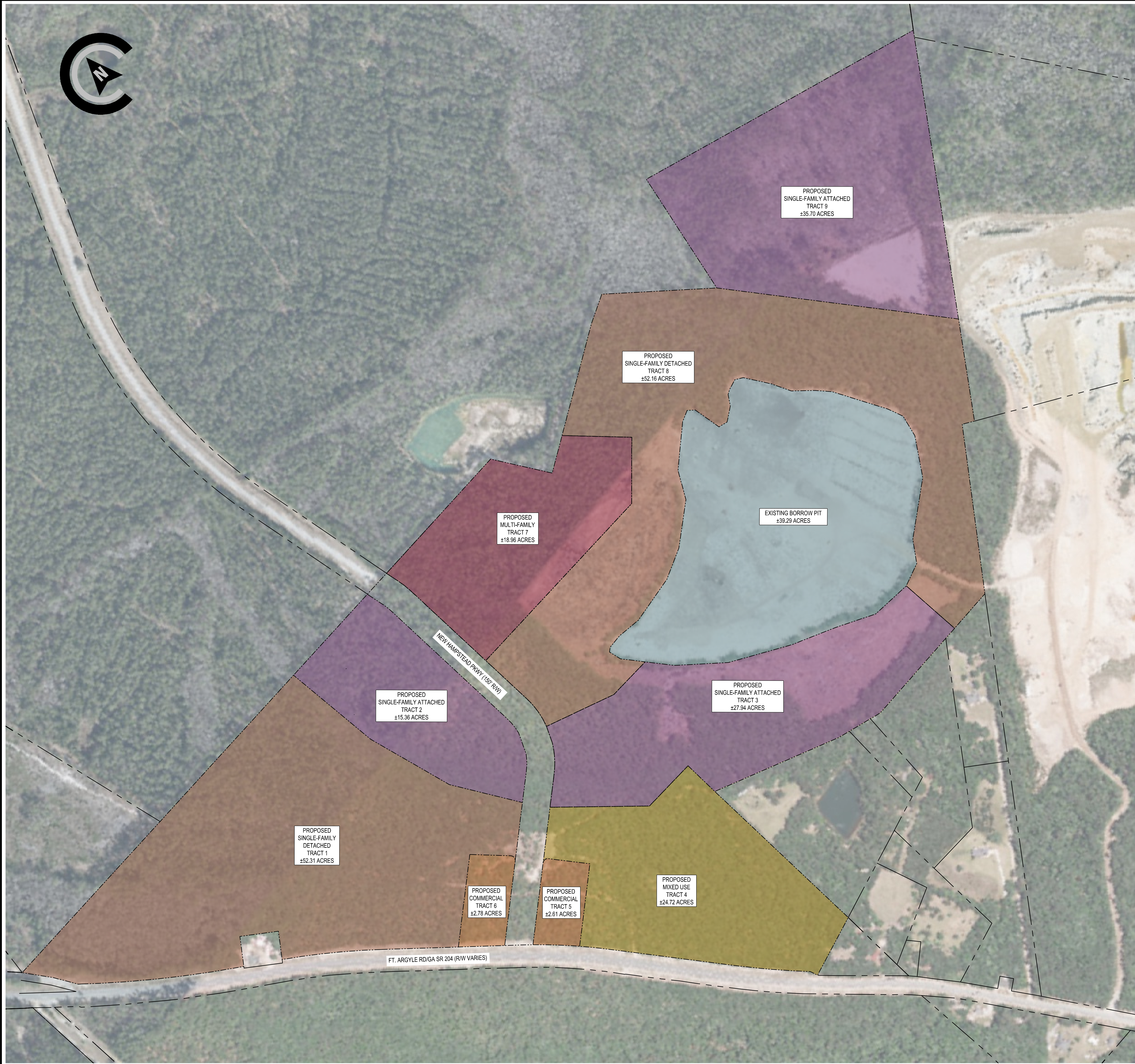
ALL THAT CERTAIN TRACT OF LAND KNOWN AS GOLDWIRE TRACT 8A, BEING A PORTION OF THE GOLDWIRE TRACT 8TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA, BEING A PORTION OF THE GOLDWIRE TRACT RECORDED IN PLAT BOOK R, PAGE 63 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHWESTERN RIGHT-OF-WAY OF FORT ARGYLE ROAD AND THE NORTHWESTERN RIGHT-OF-WAY OF OLD FORT ARGYLE ROAD, THENCE ALONG THE NORTHWESTERN RIGHT-OF-WAY OF OLD FORT ARGYLE ROAD THE FOLLOWING COURSES AND DISTANCES, N25°47'05"W A DISTANCE OF 140.12' TO A POINT, N31 °18'34"W A DISTANCE OF 168.27' TO AN IRON ROD; THENCE ALONG THE SOUTHERN PROPERTY LINE OF LANDS KNOWN AS PARCEL 2, NOW OR FORMERLY OWNED BY CHATHAM SAND, LLC AND SHOWN IN PLAT BOOK 42S, PAGE 173B, S88°02'44"E A DISTANCE OF 1097.89' TO A CONCRETE MONUMENT; THENCE ALONG THE SOUTHERN PROPERTY LINE OF LANDS KNOWN AS A PORTION OF PARCEL B-1, NOW OR FORMERLY OWNED BY NEW HAMPSTEAD HOLDINGS LLC, RECORDED IN DEED BOOK 1246, PAGE 762, S88°03'56"E A DISTANCE OF 2179.56' TO A CONCRETE MONUMENT; THENCE ALONG THE WESTERN PROPERTY LINE OF 160.75 ACRE LANDS NOW OR FORMERLY OWNED BY CHATHAM SANDS, LLC AND DESCRIBED IN DEED BOOK 1535, PAGE 588, S03°23'29"W A DISTANCE OF 2091.97' TO AN IRON PIPE; THENCE ALONG THE WESTERN PROPERTY LINE OF LOT 2 OF THE TILLMAN SUBDIVISION, NOW OR FORMERLY OWNED BY DBEL, LLC AND DESCRIBED IN DEED BOOK 393J, PAGE 275, S02°54'19"W A DISTANCE OF 985.04' TO A CONCRETE MONUMENT; THENCE ALONG THE NORTHERN PROPERTY LINE OF PARCEL D, BEING A PORTION OF THE GOLDWIRE TRACT, NOW OR FORMERLY OWNED BY DBEL, LLC AND DESCRIBED IN DEED BOOK 393J, PAGE 275, S77°34'30"W A DISTANCE OF 350.62' TO AN IRON PIPE, THENCE ALONG THE NORTHEASTERN RIGHT-OF-WAY OF FORT ARGYLE ROAD (STATE ROAD 204) THE FOLLOWING COURSES AND DISTANCES, N13°49'56"W A DISTANCE OF 42.66' TO A CONCRETE MONUMENT, ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 427.60', A RADIUS OF 4619.97', A CHORD BEARING OF N35°43'28"W AND A CHORD LENGTH OF 427.45' TO A CONCRETE MONUMENT, N33°04'22"W A DISTANCE OF 662.32' TO A POINT, ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 471.85', A RADIUS OF 2934.79', A CHORD BEARING OF N37°40'44"W AND A CHORD LENGTH OF 471.34' TO A POINT, N42°17'05"W A DISTANCE OF 751.27' TO A POINT, ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 534.81', A RADIUS OF 3889.72', A CHORD BEARING OF N46°13'24"W AND A CHORD LENGTH OF 534.39' TO A POINT;

THENCE ALONG 0.824 ACRE LANDS NOW OR FORMERLY OWNED BY NORMAN L. BURNSED AND SHOWN IN PLAT BOOK 9P, PAGE 33 THE FOLLOWING COURSES AND DISTANCES, N42°00'19"E A DISTANCE OF 153.06' TO A POINT, N48°07'35"W A DISTANCE OF 208.70 TO A POINT, S42°00'19"W A DISTANCE OF 162.06' TO A POINT; THENCE ALONG THE NORTHEASTERN RIGHT-OF-WAY OF FORT ARGYLE ROAD (STATE ROAD 204) THE FOLLOWING COURSES AND DISTANCES, N50°37'56"W A DISTANCE OF 46.32' TO A CONCRETE MONUMENT, ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 830.15', A RADIUS OF 5659.58', A CHORD BEARING OF N46°25'49"W AND A CHORD DISTANCE OF 829.41' TO A CONCRETE MONUMENT, N43°30'40"W A DISTANCE OF 17.84' TO THE POINT OF BEGINNING AND CONTAINING 123.159 ACRES OR ACRES OR 5,364,824 SQUARE FEET.

EXHIBIT B TO DEVELOPMENT AGREEMENT
PLANNED DEVELOPMENT

© 2018 COLEMAN COMPANY, INC. DATE PLOTTED: 5/7/2026 12:02 PM BY: William Cunningham DRAWING PATH: Q:\2025\135-055-000\DWG\ChilArgyle Grove Masterplan 5.4.2026.dwg



DENSITY CALCULATIONS

MAX. DENSITY ALLOWED:

SINGLE-FAMILY ATTACHED (TRACTS 2, 3 & 9):
12.0 UNITS / NET ACRE

SINGLE-FAMILY DETACHED (TRACTS 1 & 8): 6.0
UNITS / NET ACRE

MULTI-FAMILY (TRACT 7): 16.0 UNITS / NET ACRE

MIXED-USE (TRACT 4): 24.0 UNITS / NET ACRE

TOTAL PROPOSED DENSITY:

SINGLE-FAMILY DETACHED (TRACT 1):
313 UNITS / ±52.31 AC = ±6.0 UNITS / NET ACRE

SINGLE-FAMILY ATTACHED (TRACT 2):
184 UNITS / ±15.36 AC = ±12.0 UNITS / NET ACRE

SINGLE-FAMILY ATTACHED (TRACT 3):
335 UNITS / ±27.94 AC = ±12.0 UNITS / NET ACRE

MIXED-USE (TRACT 4):
593 UNITS / ±24.72 AC = ±24.0 UNITS / NET ACRE

MULTI-FAMILY (TRACT 7):
303 UNITS / ±18.96 AC = ±16.0 UNITS / NET ACRE

SINGLE-FAMILY DETACHED (TRACT 8):
312 UNITS / ±52.16 AC = ±6.0 UNITS / NET ACRE

SINGLE-FAMILY ATTACHED (TRACT 9):
428 UNITS / ±35.70 AC = ±12.0 UNITS / NET ACRE

TOTAL SITE ACREAGE = 274.29
TOTAL PROPOSED RESIDENTIAL UNITS = 2,468



NOT FOR CONSTRUCTION

SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

REVISIONS:

MASTER PLAN

ARGYLE GROVE PD
SAVANNAH, GEORGIA

JOB NUMBER: 25-058
DATE: 3/3/2026
DRAWN BY: MCS
CHECKED BY: CJP
SCALE: AS NOTED

GENERAL
DEVELOPMENT PLAN

SHEET:

1

EXHIBIT C TO DEVELOPMENT AGREEMENT
CONNECTOR ROAD PLAT AND LEGAL DESCRIPTION

COLEMAN COMPANY, INC. DATE PLOTTED: 9/27/2026 4:47 PM BY: Jacob Peavy DRAWING PATH: Q:\2025\26-0416.DWG(Survey)\26-0416_ArgyleGoldwire.dwg 07-21-2026.dwg

OWNER'S DEDICATION
ALL STREETS, RIGHTS-OF-WAY, EASEMENTS, AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USES INTENDED. ALL COMMON AREAS INCLUDING STORMWATER DETENTION PONDS AND THEIR ASSOCIATED OUTFALL STRUCTURE(S) SHALL BE MAINTAINED BY THE OWNER OR HOMEOWNER ASSOCIATION.

OWNER: BROOKHAVEN DEVELOPMENT, LLC

PRINTED NAME

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

APPROVED BY THE CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENVIRONMENTAL HEALTH

DIRECTOR DATE

APPROVED BY THE CITY ENGINEER, CITY OF SAVANNAH, GEORGIA

JULIE McLEAN, P.E., CITY ENGINEER DATE

APPROVED BY THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, GEORGIA

MARK MASSEY, CLERK OF COUNCIL DATE

APPROVED BY THE METROPOLITAN PLANNING COMMISSION

MELANIE WILSON, EXECUTIVE DIRECTOR DATE

REFERENCE:

1. PLAT BOOK 9P, PAGE 33A
2. PLAT BOOK R, PAGE 63
3. GA DOT PROJECT "SIP-1857(4)", PID# 530190
4. PLAT BOOK 42S, PAGE 173A-B
5. PLAT BOOK 32P, PAGE 30
6. DEED BOOK 153S, PAGE 592
7. DEED BOOK 214F, PAGE 157
8. SUBDIVISION MAP BOOK 3S-S, PAGE 74
9. PLAT RECORD BOOK 27P, PAGE 96
10. PLAT BOOK 9P, PAGE 97A
11. PLAT BOOK 19S, PAGE 66A
12. PLAT BOOK 32S, PAGE 69
13. PLAT BOOK 50, PAGE 261
14. PLAT BOOK 27P, PAGE 96
15. SUBDIVISION MAP BOOK 34S, PAGE 77G
16. DEED BOOK 183B, PAGE 577

SURVEY DATE: 01/19/2026
GPS EQUIPMENT USED: CARLSON BRX7
ON EGPS RTK NETWORK
CONVENTIONAL EQUIPMENT USED:
ADJUSTED BY LEAST SQUARES
PLAT ERROR OF CLOSURE: 1/1,925,874

THIS SURVEY WAS COMPLETED USING GPS BASE AND ROVER, REAL TIME KINEMATIC SURVEYING METHODS USE MULTI-FREQUENCY RECEIVERS. THE FIELD DATA FOR THIS BOUNDARY SURVEY HAS A RELATIVE POSITIONAL ACCURACY OF .08 FEET OR LESS, HORIZONTALLY AT THE 95% CONFIDENCE LEVEL.

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT. I INTEND TO USE OR ANY PART THEREOF TO CORRECT THIS UNDERSTANDING LAND SURVEY CERTIFICATE. I UNDERSTAND THAT THE MINIMUM STANDARD FOR PROFESSIONAL SURVEYING IN GEORGIA IS TO BE A LICENSED LAND SURVEYOR AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

TERRY MACK COLEMAN
GA REG. LAND SURVEYOR NO. 2486
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1167



LEGEND

- BENCH MARK
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- IRFC IRON ROD FOUND WITH CAP
- IPF IRON PIPE FOUND WITH CAP
- CMF CONCRETE MONUMENT FOUND
- CMF RIGHT-OF-WAY CMF
- RWCMF 1" IRON PIPE SET
- IPS CONCRETE MONUMENT SET
- CMS DEED BOOK
- DB SUBDIVISION MAP BOOK
- SMB PLAT BOOK
- PIN PARCEL IDENTIFICATION NUMBER
- R/W RIGHT-OF-WAY
- (D) DISTURBED
- POB POINT OF BEGINNING

NOTES:

1. THIS SUBDIVISION CONTAINS 13 TRACTS.
2. TOTAL AREA: 274.297 ACRES; 11,948,367 SQUARE FEET.
3. PARENT PROPERTY ADDRESS: 0 FORT ARGYLE ROAD AND 1150 FORT ARGYLE ROAD.
4. PARENT PARCEL IDENTIFICATION NUMBER: 11037 02002 AND 21037 01001.
5. THIS PROPERTY IS CURRENTLY ZONED RSF-6.
6. THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83.
7. AS OF THE DATE OF THIS SURVEY, BASED ON MY OBSERVATION A PORTION OF THIS PROPERTY IS LOCATED IN ZONE A, A SPECIAL FLOOD HAZARD AREA AS DEPICTED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 13051C0115H, EFFECTIVE DATE: 08/16/2018. FEMA MAPS ARE SUBJECT TO REVISIONS AND AMENDMENTS AND SHOULD BE REVIEWED PRIOR TO CONSTRUCTION.
8. LOTS TO BE SERVED BY CITY OF SAVANNAH WATER AND SANITARY SEWER SYSTEMS.
9. ALL BUILDING SETBACKS ARE TO CONFORM TO LOCAL ZONING ORDINANCES.
10. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.
11. THERE SHALL BE ACCESS GRANTED FOR OFFICIAL AND EMERGENCY VEHICLES.
12. ANY PROPERTY LINES SHOWN HEREON THAT ARE NOT LABELED WITH BEARINGS AND DISTANCES ARE NOT TO BE ASSUMED TO BE SURVEY GRADE, AND ARE FOR VISUAL REFERENCE ONLY.
13. OPS WAS UTILIZED TO ESTABLISH THE HORIZONTAL AND VERTICAL CONTROL FOR THIS PROJECT. THE EQUIPMENT USED WAS A CARLSON BRX7 DUAL FREQUENCY ROVER ON THE EGPS NETWORK ADJUSTED REAL TIME KINEMATIC SYSTEM. HORIZONTAL PRECISION IS +/- 1CM + 1 PART PER MILLION AND VERTICAL PRECISION IS +/- 2CM + 1 PART PER MILLION.
14. AQUATIC RESOURCES SHOWN ON THE SURVEY MAY BE UNDER THE JURISDICTION OF THE USAGE AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATION & APPROVAL.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	140.12'	N25°47'05"W
L2	168.27'	N31°18'34"W
L3	168.68'	N69°07'01"E
L4	131.33'	N71°05'46"W
L5	68.09'	N71°09'51"W
L6	42.66'	N13°49'56"W
L7	153.06'	N42°00'19"E
L8	208.70'	N48°07'35"W
L9	162.06'	S42°00'19"W
L10	46.32'	N50°37'56"W
L11	17.75'	N43°32'38"W
L12	21.67'	S6°17'10"E
L13	106.31'	S46°29'42"W
L14	156.66'	S33°14'17"W
L15	79.92'	S36°02'41"W
L16	119.29'	S53°58'12"W
L17	99.74'	S74°21'01"W
L18	242.97'	S79°34'57"W
L19	54.39'	S75°44'27"W
L20	109.92'	S64°50'37"W
L21	118.58'	S75°53'08"W
L22	307.88'	S87°18'48"W
L23	110.26'	S2°41'12"E
L24	37.02'	N53°46'33"W
L25	227.53'	N1°27'28"E
L26	206.75'	N13°28'01"W
L27	117.60'	N75°35'33"W
L28	127.92'	N2°41'12"W
L29	37.02'	N53°46'33"W
L30	100.00'	S33°21'37"E
L31	100.00'	S56°38'23"W
L32	100.00'	N33°21'37"W
L33	93.49'	S32°32'29"W

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
E1	265.65'	N87°18'48"E
E2	123.60'	N16°33'20"W
E3	60.05'	N75°53'08"E
E4	115.01'	S16°33'20"E
E5	1183.75'	N67°42'12"E
E6	836.70'	N79°26'36"E
E7	72.36'	S44°32'21"E
E8	870.98'	S79°26'36"W
E9	1248.25'	S67°42'12"W
E10	276.02'	S87°18'48"W
E11	61.82'	N2°41'12"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	427.60'	4619.97'	N35°43'28"W	427.45'
C2	471.85'	2934.79'	N37°40'44"W	471.34'
C3	221.38'	2934.79'	N35°14'02"W	221.32'
C4	250.47'	2934.79'	N39°50'23"W	250.40'
C5	534.81'	3889.72'	N46°13'24"W	534.39'
C6	830.15'	5659.58'	N46°25'49"W	829.41'
C7	591.07'	625.00'	N29°32'49"E	569.29'
C8	129.67'	850.00'	N1°54'57"W	129.54'
C9	152.55'	1000.00'	S1°54'57"E	152.40'
C10	732.93'	775.00'	S29°32'49"W	705.92'
C11	64.55'	775.00'	S4°50'25"W	64.53'
C12	343.46'	775.00'	S19°55'21"W	340.65'
C13	97.55'	775.00'	S36°13'27"W	97.48'
C14	227.37'	775.00'	S48°14'06"W	226.56'
C15	110.63'	270.00'	N65°50'50"W	109.86'
C16	30.16'	20.00'	N10°34'43"W	27.38'
C17	151.67'	330.00'	N66°56'34"W	150.34'
C18	30.16'	20.00'	S83°01'38"W	27.38'

EASEMENT CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
EC1	72.74'	270.00'	S84°58'09"E	72.52'
EC2	72.44'	330.00'	N86°23'53"W	72.29'

LOT TABLE			
LOT #	ACRE	SF	ADDRESS
TRACT 1	47.471	2,067,835	
TRACT 2	18.118	789,235	
TRACT 3	36.296	1,581,034	
TRACT 4	27.339	1,190,908	
TRACT 5	2.035	88,640	
TRACT 6	2.041	88,910	
TRACT 7	20.001	871,222	
TRACT 8	76.843	3,347,283	
TRACT 9	32.463	1,414,072	
TRACT 10	1.500	65,342	
AMENITY AREA	2.160	94,110	
LIFT STATION	0.230	10,000	
RIGHT-OF-WAY	7.800	339,776	
TOTAL AREA	274.297	11,948,367	

200' 100' 0' 200'
GRAPHIC SCALE: 1"=200'

BENCH MARK:
1" IRON PIPE
ELEVATION: 18.12'
NAVD 88
NORTH: 745413.8988
EAST: 913358.4305

BENCH MARK:
MAG NAIL IN ASPHALT
ELEVATION: 17.55'
NAVD 88
NORTH: 744752.9434
EAST: 913969.8117

OLD FORT
ARGYLE ROAD
50' R/W (PUBLIC)

PARCEL "A"
EASEMENT FOR
BELLSOUTH SAVANNAH
(PB 42S, PG 173B)
(DB 214F, PG 157)

PARCEL 2
N/F: CHATHAM SAND LLC.
PB 42S, PG 173B
PIN: 11037 01025

CHATHAM COUNTY
CITY OF SAVANNAH

PORTION OF PARCEL B-1
SMB 3S-S, PAGE 74
N/F: NEW HAMPSHIRE HOLDINGS LLC.
DB 1246, PG 762
PIN: 21047 03002

TRACT 1
47.471 AC
2,067,835 SF

TRACT 2
18.118 AC
789,235 SF

TRACT 7
20.001 AC
871,222 SF

TRACT 10
1.500 AC
65,342 SF

TRACT 8
76.843 AC
3,347,283 SF

TRACT 3
36.296 AC
1,581,034 SF

TRACT 4
27.339 AC
1,190,908 SF

PARCEL D
PORTION OF GOLDWIRE TRACT
PRB 27P, PAGE 96
N/F: DBEL, LLC.
DB 393J, PG 275
PIN: 11037 01017

LOT 1
DICKERSON ESTATE
PRB 27P, PAGE 96
N/F: HICKEY, ANNETTE
DB 3254, PG 602
PIN: 11037 01016

LOT 2
TILLMAN CARTER SUBDIVISION
DB 159, PG 602
PIN: 11037 01015

MATCH LINE SHEET 2

MATCH LINE SHEET 2



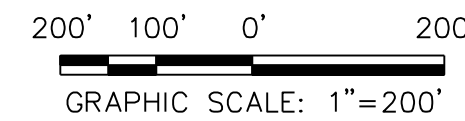
A MAJOR SUBDIVISION AND RECOMBINATION OF
GOLDWIRE TRACT 8A, AND CHATHAM SAND TRACT,
BEING A PORTION OF THE GOLDWIRE TRACT,
8TH G.M. DISTRICT, CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA
PREPARED FOR: FORT ARGYLE DEVELOPERS LLC

JOB NUMBER: 26-0416
DATE: 07/16/2026
DRAWN BY: JNP
CHECKED BY:
SCALE: 1"=200'

MAJOR
SUBDIVISION

SHEET:

1/2



MELANIE WILSON, EXECUTIVE DIRECTOR _____ DATE _____

TERRY MACK COLEMAN
GA REG. LAND SURVEYOR NO. 2486
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION; LSF 1167

PREPARED FOR: FORT ARGYLE DEVELOPERS LLC

EXHIBIT C.

PROPERTY DESCRIPTION:

ALL THAT CERTAIN TRACT OF LAND KNOWN AS NEW HAMPSTEAD PARKWAY, BEING A PORTION OF THE LANDS OF LEWIS COMMERCIAL PROPERTIES LLC, 8TH G.M. DISTRICT, CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHEASTERN RIGHT-OF-WAY OF FORT ARGYLE ROAD AND THE NORTHEASTERN RIGHT-OF-WAY OF OLD FORT ARGYLE ROAD; THENCE ALONG THE NORTHEASTERN RIGHT-OF-WAY OF FORT ARGYLE ROAD THE FOLLOWING COURSES AND DISTANCES; S43°32'38"E A DISTANCE OF 17.75' TO A CONCRETE MONUMENT, ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 830.15', A RADIUS OF 5,659.58', A CHORD BEARING OF S46°25'49"E, AND CHORD LENGTH OF 829.41' TO A CONCRETE MONUMENT, S50°37'56"E A DISTANCE OF 46.32' TO AN IRON ROD; S42°00'19"W A DISTANCE OF 9.29' TO A POINT, S47°51'56"E A DISTANCE OF 208.70' TO A POINT, N42°00'19"E A DISTANCE OF 19.24' TO A POINT, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 534.81', A RADIUS OF 3,889.72', A CHORD BEARING OF S46°13'24"E, AND CHORD LENGTH OF 534.39' TO A POINT, S42°17'05"E A DISTANCE OF 549.79' TO THE POINT OF BEGINNING; THENCE MEANDERING THROUGH LANDS KNOWN AS GOLDWIRE TRACT 8A, NOW OR FORMERLY LEWIS COMMERCIAL PROPERTIES, PARCEL NUMBER 11037 02002 THE FOLLOWING COURSES AND DISTANCES; N56°38'23"E A DISTANCE OF 910.52' TO A POINT, ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 591.07', A RADIUS OF 625.00', A CHORD BEARING OF N29°32'49"E, AND CHORD LENGTH OF 569.29' TO A POINT, N02°27'15"E A DISTANCE OF 552.50' TO A POINT, ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 129.67', A RADIUS OF 850.00', A CHORD BEARING OF N01°54'57"W, AND CHORD LENGTH OF 129.54' TO A POINT, N06°17'10"W A DISTANCE OF 21.67' TO A POINT; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF NEW HAMPSTEAD PARKWAY S88°03'56"E A DISTANCE OF 151.56' TO A CONCRETE MONUMENT; THENCE MEANDERING THROUGH LANDS KNOWN AS GOLDWIRE TRACT 8A, NOW OR FORMERLY LEWIS COMMERCIAL PROPERTIES, PARCEL NUMBER 11037 02002 THE FOLLOWING COURSES AND DISTANCES; ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 152.55', A RADIUS OF 1,000.00', A CHORD BEARING OF S01°54'57"E, AND A CHORD LENGTH OF 152.40' TO A POINT, S02°27'15"W A DISTANCE OF 552.50' TO A POINT, ALONG

A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 732.93', A RADIUS OF 775.00', A CHORD BEARING OF S29°32'49"W, AND CHORD LENGTH OF 705.92' TO A POINT, S56°38'23"W A DISTANCE OF 886.96' TO A POINT; THENCE ALONG THE NORTHEASTERN RIGHT-OF-WAY OF FORT ARGYLE GROVE N42°17'05"W A DISTANCE OF 151.84' TO THE POINT OF BEGINNING AND CONTAINING 7.800 ACRES OR 339,783 SQUARE FEET.

EXHIBIT D TO DEVELOPMENT AGREEMENT
BUDGET COSTS

Fort Argyle Lewis Tract Spine Road Estimated Cost

23-Sep-26

(NH Connection with 204; Wetland Impacts; Stop Light; Regional LS; Forcemain Mainfold; Water Loop)

Road Length = 2600 LF

Pavement Width = 24 FT

Back of Paved Shoulder Width = 32 FT

Right of Way Width = 150 FT

1.91 AC

8.95 AC

Road Segment	Estimated Quantity	Units	Unit Price	Cost
Erosion & Sediment Control				
Construction Exit (4" GAB)	2,412	SY	\$ 16.70	\$ 40,280.40
Type A Silt Fence	5,790	LF	\$ 2.50	\$ 14,475.00
Inlet Protection	20	EA	\$ 250.00	\$ 5,000.00
Seeding Stabilization	12	AC	\$ 1,300.00	\$ 15,600.00
Rip Rap Inlets	150	SY	\$ 85.00	\$ 12,750.00
Subtotal				\$ 88,105.40
Paving & Grading				
Clearing (burn on-site)	9.0	AC	\$ 5,500.00	\$ 49,242.42
Retention Area	4,992	CY	\$ 8.00	\$ 39,936.00
Roadside Swale/Detention	2,311	CY	\$ 8.00	\$ 18,488.89
Strip Topsoil, Cut/Shift	5,023	CY	\$ 8.00	\$ 40,185.19
Haul In	4,690	CY	\$ 20.00	\$ 93,800.00
Remove Unsuitable Material (2')	6,163	CY	\$ 30.50	\$ 187,970.37
Fine Grade Subgrade	9,244	SY	\$ 4.50	\$ 41,600.00
Fine Grade for Curb	5,200	LF	\$ 3.20	\$ 16,640.00
Fine Grade GABC	7,627	SY	\$ 1.60	\$ 12,202.67
8" GABC	7,627	SY	\$ 33.00	\$ 251,680.00
HD Asphalt 5.5" Base +2.5" Binder+2" Surface	8,389	SY	\$ 110.00	\$ 922,826.67
18" Roll Top Curb & Gutter	5,200	LF	\$ 18.00	\$ 93,600.00
Sidewalk or Walking Trail	2,889	SY	\$ 64.00	\$ 184,888.89
Signage, Signals & Traffic Markings	1	LS	\$ 75,000.00	\$ 125,000.00
Traffic Control	1	LS	\$ 35,000.00	\$ 35,000.00
Testing & Supervision	1	LS	\$ 45,000.00	\$ 45,000.00
Staking	1	LS	\$ 35,000.00	\$ 35,000.00
Subtotal				\$ 2,193,061.09
Storm Drainage System				
Type C Inlets	20	EA	\$ 10,400.00	\$ 208,000.00
Box Culvert/Wingwall @ Wetland Crossing	1	LS	\$ 175,000.00	\$ 175,000.00
24" RCP Road Crossings	600	LF	\$ 92.00	\$ 55,200.00
42" RCP Road Crossings	400	LF	\$ 198.00	\$ 79,200.00
Select Fill	1,200	CY	\$ 24.00	\$ 28,800.00
Bedding Stone	1,000	TN	\$ 88.00	\$ 88,000.00
Subtotal				\$ 634,200.00
Sanitary Sewer System				
10" PVC Sewer	2000	LF	\$ 56.00	\$ 112,000.00
12" Manifold to Existing 16" FM	1	LS	\$ 61,410.00	\$ 61,410.00
Connect to existing MH @ 7' Depth	1	LS	\$ 8,500.00	\$ 8,500.00
Sewer Manhole	14	EA	\$ 8,800.00	\$ 123,200.00
Fittings	1	LS	\$ 55,000.00	\$ 55,000.00
Select Fill	4400	CY	\$ 24.00	\$ 105,600.00
Bedding Stone	4340	TN	\$ 88.00	\$ 381,920.00
12" PVC FM	6300	LF	\$ 85.00	\$ 535,500.00
12" PVC FM Direction Drill	400	LF	\$ 145.00	\$ 58,000.00
Lift Station Regional Size	1	LS	\$ 1,300,000.00	\$ 1,300,000.00

Testing	1	LS	\$ 100,000.00	\$ 100,000.00
Subtotal				\$ 2,841,130.00
Water System				
16" PVC	2900	LF	\$ 98.00	\$ 284,200.00
16" Gate Valve in MH	2	EA	\$ 18,500.00	\$ 37,000.00
Fittings	1	LS	\$ 150,000.00	\$ 150,000.00
Select Fill	580	CY	\$ 24.00	\$ 13,920.00
Bedding Stone	870	TN	\$ 88.00	\$ 76,560.00
Testing & Chlorination	1	LS	\$ 35,000.00	\$ 35,000.00
Subtotal				\$ 596,680.00
Miscellaneous				
Demo Curb, Sidewalk, ETC	1	LS	\$ 30,000.00	\$ 30,000.00
Street Lights	52	EA	\$ 3,000.00	\$ 156,000.00
Conduit Crossings	5000	LF	\$ 8.00	\$ 40,000.00
Street Trees	260	EA	\$ 600.00	\$ 156,000.00
Land Value	8.95	AC	\$ 125,000.00	\$ 1,119,146.01
Guard Rails	1.00	LS	\$ 150,000.00	\$ 150,000.00
Entrance Sign & Landscaping	1	LS	\$ 200,000.00	\$ 200,000.00
Wetland Credits	2.0	EA	\$ 65,000.00	\$ 128,201.91
Utility Easements	1.0	TOTAL	\$ 100,000.00	\$ 100,000.00
Subtotal				\$ 2,079,347.91
GDOT 204 Improvements				
Demo Curb, Sidewalk, ETC	1	LS	\$ 35,000.00	\$ 35,000.00
Street Lights	30	EA	\$ 4,500.00	\$ 135,000.00
Excel/Decel Lanes	1	LS	\$ 350,000.00	\$ 350,000.00
3 Way Traffic Light on 204	1.00	LS	\$ 500,000.00	\$ 500,000.00
Landscaping (Berm with Hedge)	1	LS	\$ 100,000.00	\$ 100,000.00
Widen 204/ Add Left Turn In Lane	1	LS	\$ 400,000.00	\$ 400,000.00
Subtotal				\$ 1,520,000.00
General & Management				
Management Fee	1	LS	\$ 497,626.22	\$ 497,626.22
Engineering Costs	1	LS	\$ 454,850.00	\$ 454,850.00
Consultant Fees	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal				\$ 1,002,476.22
Erosion & Sediment Control				
			\$ 88,105.40	\$ 88,105.40
Paving & Grading				
			\$ 2,193,061.09	\$ 2,193,061.09
Storm Drainage System				
			\$ 634,200.00	\$ 634,200.00
Sanitary Sewer System				
			\$ 2,841,130.00	\$ 2,841,130.00
Water System				
			\$ 596,680.00	\$ 596,680.00
Miscellaneous				
			\$ 2,079,347.91	\$ 2,079,347.91
GDOT 204 Improvements				
			\$ 1,520,000.00	\$ 1,520,000.00
General & Management				
			\$ 1,002,476.22	\$ 1,002,476.22
			\$ 10,955,000.62	\$ 10,955,000.62
			\$ 1,095,500.06	\$ 1,095,500.06
Project Total				\$ 12,050,500.68

EXHIBIT E TO DEVELOPMENT AGREEMENT
WATER AND SEWER AGREEMENT

EXHIBIT F TO DEVELOPMENT AGREEMENT

OWNER'S AFFIDAVIT AND

REQUISITION FOR FUNDS NO. _____

Date: _____

To: City of Savannah

From: _____, LLC

Re: _____ ("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 in compliance with the plans and specifications, with 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 on the Property through _____.

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: _____

Schedule A to Owner's Affidavit and Requisition for Funds No.

EXHIBIT G TO DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION – TRACT 10

EXHIBIT G.

PROPERTY DESCRIPTION:

ALL THAT CERTAIN TRACT OF LAND KNOWN AS TRACT 10, BEING A PORTION OF THE LANDS OF LEWIS COMMERCIAL PROPERTIES LLC, 8TH G.M. DISTRICT, CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE NORTHEASTERN RIGHT-OF-WAY OF FORT ARGYLE ROAD AND THE SOUTHEASTERN RIGHT-OF-WAY OF NEW HAMPSTEAD PARKWAY; THENCE ALONG THE SOUTHEASTERN RIGHT-OF-WAY OF NEW HAMPSTEAD PARKWAY THE FOLLOWING COURSES AND DISTANCES; , N56°38'23"E A DISTANCE OF 886.96' TO A POINT, ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 668.38', A RADIUS OF 775.00', A CHORD BEARING OF N31°55'59"E, AND CHORD LENGTH OF 647.86' TO A POINT; THENCE ALONG THE NORTHERN PROPERTY LINE OF LANDS KNOWN AS AMENITY AREA, NOW OR FORMERLY LEWIS COMMERCIAL PROPERTIES LLC, S88°32'32"E A DISTANCE OF 243.12' TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN PROPERTY LINE OF LANDS KNOWN AS TRACT 7, NOW OR FORMERLY LEWIS COMMERCIAL PROPERTIES LLC THE FOLLOWING COURSES AND DISTANCES; S88°32'32"E A DISTANCE OF 244.24' TO A POINT, S01°27'28"W A DISTANCE OF 227.53' TO A POINT; THENCE ALONG THE NORTHERN PROPERTY LINE OF LANDS KNOWN AS TRACT 8, NOW OR FORMERLY LEWIS COMMERCIAL PROPERTIES LLC THE FOLLOWING COURSES AND DISTANCES; S64°50'37"W A DISTANCE OF 50.00' TO A POINT, S75°53'08"W A DISTANCE OF 118.58' TO A POINT, S87°18'48"W A DISTANCE OF 85.54' TO A POINT; THENCE ALONG THE EASTERN PROPERTY LINE OF LANDS KNOWN AS AMENITY AREA, NOW OR FORMERLY LEWIS COMMERCIAL PROPERTIES LLC N01°27'28"E A DISTANCE OF 287.94' TO THE POINT OF BEGINNING AND CONTAINING 1.500 ACRES OR 65,342 SQUARE FEET.