

WATER AND SEWER AGREEMENT
116 GULFSTREAM ROAD
SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS, the City of Savannah, Georgia (the “**CITY**”) and PSG Terminals, LLC, Tennessee Commercial Warehouse, Inc., and/or its affiliated companies (the “**ORIGINAL DEVELOPER**”) entered into that certain Water and Sewer Agreement dated April 10, 2008 (“**PSG AGREEMENT**”), related to extending and making additions to existing water and sanitary sewer systems, or constructing water distribution and sanitary sewer collection and disposal systems, to serve the real property commonly known as 116 Gulfstream Road, Savannah, Georgia, consisting of approximately 10.46 acres of land, with two (2) modular office trailers and container storage areas located thereon (the “**PROPERTY**”);

WHEREAS, on August 22, 2014, the Original Developer conveyed the Property to 116 Gulfstream Road LLC, a Georgia limited liability company (“**PRIOR OWNER**”), by virtue of that certain deed filed for record September 19, 2014, and recorded in Deed Book 399-A, Page 171, in the Office of the Clerk of Superior Court for Chatham County, Georgia, and in connection with said conveyance, the City and Prior Owner entered into that certain Water and Sewer Agreement dated April 10, 2008 (“**GULFSTREAM AGREEMENT**”), related to extending and making additions to existing water and sanitary sewer systems, or constructing water distribution and sanitary sewer collection and disposal systems, to serve the Property;

WHEREAS, pursuant to that certain Limited Warranty Deed and Quitclaim Deed filed for record on June 21, 2022, and recorded in Deed Book 2838, Page 792 and Deed Book 2838, Page 797, respectively, in the Office of the Clerk of Superior Court for Chatham County, Georgia, Prior Owner conveyed the Property to Gulfstream Park Place, LLC, a Georgia limited liability company (“**GPP**”), and in connection with said conveyance, the City and GPP entered into that certain Water and Sewer Agreement dated August 25, 2022 (“**GPP AGREEMENT**”);

WHEREAS, all construction, engineering and inspection requirements set forth in the PSG Agreement, the Gulfstream Agreement and GPP Agreement have been completed and accepted by the parties thereto;

WHEREAS, prior to construction, the Original Developer provided the City with the recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by the City, and installation of the aforesaid water and sanitary sewer systems did not deviate therefrom;

WHEREAS, prior to occupancy, the Original Developer, the Prior Owner and/or GPP paid to the City any required sanitary sewer tap-in fee, water tap-in fee and water meter installation fee for each residential or equivalent residential unit on the Property, based on those fees in effect at the time of the water/sewer connection, or as provided in the Revenue Ordinance, as set forth in the PSG

Agreement, the Gulfstream Agreement and the GPP Agreement;

WHEREAS, prior to water meter installation, the Original Developer, the Prior Owner and/or GPP fully paid any fees representing its proportionate share of the capital cost to the City for expanding the capacity of the wastewater treatment facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division;

WHEREAS, beginning in calendar year 2008, the Original Developer, the Prior Owner, GPP and/or the prior owner(s) of the Property, as applicable, have each year paid an annual fee to the City for the cost to maintain the City-owned offsite water and sewer mains serving the Property in an amount equal to \$1,554.52. The annual fee represents the City's total actual construction cost of said main(s) of \$77,726.00, divided by 50 years, with said annual fee to continue through the final payment being made in the year 2057;

WHEREAS, on November 22, 2024, GPP conveyed the Property to GPSS GULFSTREAM OWNER, LLC, a Delaware limited liability company ("OWNER") by virtue of that certain Limited Warranty Deed filed for record on November 22, 2024, and recorded in Deed Book 3533, Page 520 - 524, in the Office of the Clerk of Superior Court for Chatham County, Georgia and Owner desires to enter into this Water and Sewer Agreement with the City related to its ownership of the Property and continued use of the water and sewer systems heretofore governed by the GPP Agreement;

NOW THEREFORE, IT IS HEREBY ACKNOWLEDGED AND AGREED by the City that there has been no default, violation, or breach of the PSG Agreement by Original Developer, the Gulfstream Agreement by the Prior Owner, or the GPP Agreement by GPP or otherwise related to the Property (and, without limiting the foregoing, there is no default under that certain Declaration of Restrictive Covenants recorded in Deed Book 339-B, Page 402 in the Office of the Clerk of Superior Court for Chatham County, Georgia), nor has any event occurred or failed to occur which, with the giving of notice or the passage of time, or both, would constitute such a default, violation, or breach; that the engineering, construction, installation and maintenance of the water and sanitary systems (and all related facilities) on the Property conform to all applicable City requirements governing same; that all obligations including, without limitation, the payment of any tap-in and meter installation fees, capital expenditure surcharges and annual operation and maintenance fees, have been fully performed and/or paid through the date hereof; that the amount of the annual operation and maintenance fee is \$1,554.52 and has been paid through December 31, 2024;

IT IS FURTHER AGREED, the Property is located on a portion of capped Clifton Landfill, and the City of Savannah will provide water and sewer service to the Property provided that no permanent structures or permanent buildings requiring water and sewer services are constructed or proposed to be constructed on the Property without the prior written approval of the Georgia Environmental Protection Department or the City of Savannah. It is also agreed that the City will continue to provide water and sewer service to the existing modular office trailers located on the Property by way of connection to existing City of Savannah infrastructure located along Gulfstream Road and within the Westside Wastewater Treatment Facility. It is further agreed that the City has granted or will grant a construction easement for the water mains and force mains serving the Property that are to be located within City owned property. Furthermore, all portions of the proposed water and

sewer mains outside the Property shall be owned, operated, and maintained by the City of Savannah following acceptance of the system. OWNER agrees to pay an annual operation and maintenance fee to the City through calendar year 2058 for the cost to maintain the offsite water and sewer mains, the amount of which shall be calculated as follows:

$$\text{Annual Fee} = \frac{\text{Total Actual Construction Cost of Force Main Outside Property Boundaries } (\$77,726)}{50 \text{ Years}} = \$1,554.52$$

IT IS FURTHER AGREED, the maximum allowable wastewater to be discharged from the Property to the City system is limited to 72,000 gallons per day (GPD);

IT IS FURTHER AGREED, that expansion on the Property will be allowed for additional modular trailers to be serviced with water and sewer as long as the capacity limits specified in this Water and Sewer Agreement are not exceeded. In such case, the engineering and construction requirements set forth in the PSG Agreement, the Gulfstream Agreement and the GPP Agreement, each of which is hereby incorporated herein by this reference, shall be complied with;

IT IS FURTHER AGREED that Owner shall render the City harmless for any claims and damages due to any work associated with any future tie-in(s) to existing sanitary sewers, and that Owner shall render the City harmless for any claims, losses, and damages related to or incidental to the site's proximity to an existing landfill;

IT IS FURTHER AGREED that this Water and Sewer Agreement may not be transferred or assigned in whole or in part to any entity not affiliated with Owner without prior approval of the City being endorsed thereon, and that any violation of this limitation shall terminate the City's obligations hereunder and forfeit Owner's rights hereunder;

IT IS FURTHER AGREED that upon completion of the water and sewer systems governed by this Water and Sewer Agreement and all related facilities, except the sewage treatment facility and the water supply facility, and the full payment of all water and sewage fees due and owing hereunder, and the provision of two copies of "as-builts" drawings, the City will, subject to approval of the City Manager, accept title to said systems and facilities and assume responsibility for maintenance and operation of those portions located within public easements and rights-of-way. This acceptance shall include all rights, title and interest that Owner may have in the water and sanitary sewer systems serving the Property and also all easements and/or rights-of-way required for the purpose of maintenance thereof;

IT IS FURTHER AGREED that all provisions of law now or hereafter in effect relating to water and sewer service by the City of Savannah shall be applicable to this Water and Sewer Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Owner has executed these presents under seal, and the City has caused these presents to be executed by its proper officer and its seal affixed on this 14 day of April, 2021.

CITY:

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

EXECUTED IN THE PRESENCE OF:

Unofficial Witness

By: _____
Name:
Title: City Manager

Notary Public, Chatham County, Georgia

My commission expires:

(NOTARIAL SEAL)

OWNER:

**GPSS GULFSTREAM OWNER, LLC,
a Delaware limited liability company**

EXECUTED IN THE PRESENCE OF:

[Signature]
Unofficial Witness

By: GPSS Mezz I, LLC,
a Delaware limited liability company,
its Member

[Signature]
Notary Public, ~~Chatham County, Georgia~~

By: [Signature]
Name: Diana Simrhov
Title: Vice President/Signatory

My commission expires:
4-30-2021

(NOTARIAL SEAL)

Neslie Brunacha
Notary Public, State of New York
Reg. No. 01ER6374388
Qualified in Queens County County
Commission Expires 04/30/2026

