

SAVANNAH, CHATHAM COUNTY, GEORGIA

WATER AND SEWER AGREEMENT

THIS WATER AND SEWER AGREEMENT (the "Agreement") is effective as of _____, 2023, by and between **Cobblestone AC LLC**, a Georgia limited liability company (the "**Developer**"), and **The Mayor and Aldermen of the City of Savannah**, a Georgia municipal corporation (the "**City**").

WITNESSETH:

WHEREAS, Developer is the owner of that certain 67.199 acres of real property along Bush Road, located in the City of Savannah, Chatham County, Georgia (parcel tax ID 21026 01001) consisting of a prospective multifamily community within the **TRAVIS FIELD SERVICE AREA**, consisting of 143 equivalent residential units as shown on the attached drawing entitled Water and Sewer Agreement Exhibit prepared by Roberts Civil Engineering, LLC and dated January 13, 2023 , Scale 1" = 250', and;

WHEREAS, Developer desires certain commitments from the City in regard to extending and making additions to existing water and sanitary sewer systems, or in regard to the construction of water distribution and sanitary sewer collection and disposal systems to serve said development, and;

WHEREAS, the engineering design for said water and sanitary sewer systems has been, or will be, accomplished by competent professional engineers registered in the State of Georgia, and bids for the construction of said systems has been or will be requested.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. City Approval of Engineer: Developer's Cooperation. Developer shall obtain City's approval of the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of the said water and sanitary sewer systems. The Developer shall be responsible to provide resident inspection during construction and to ensure the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of line, capacity and arrangement of lift stations, and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, joint restraints, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the City's specifications and standards. Upon City's request, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection cost in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

2. Payment of Televising Fee. Developer acknowledges that any development under the City's jurisdiction that requires sanitary sewer main extension and/or involve storm sewer conduits will require televising by the City's televising crew. In accordance with the City of Savannah Revenue Ordinance, the charge will be \$1.25 per linear foot with a set-up fee in the amount of \$120.00 (collectively, the "Fees"). Developer shall pay the Fees to the City, in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance.

3. Hold Harmless. The Developer shall hold the City harmless for any claims and damages due to the work associated with the tie-in to existing sanitary sewers.

4. Acceptance of Water and Sewer Systems Dedication. Upon completion of the systems and all related facilities including all water and sewage fees fully paid for by the Developer, except the sewage treatment facility and the water supply facility, and provision of two copies of "as-builts" drawings on Chronoflex Mylar, the City will, subject to approval of the City Manager, accept title thereto 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 the Developer has in the water and sanitary sewer systems serving the said project and also all easements and/or rights-of-way required for the purpose of maintenance thereof.

5. Recordable Plat Required. Developer will provide to the City a recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by the City. This document shall be provided prior to construction. Should installation deviate from the original recordable plat, the Developer will provide to the City a revised recordable plat showing all utilities in public easements and rights-of-way. Should the Developer fail to provide the revised plat the City will not release the project nor will a Certificate of Occupancy or water meter be issued.

6. Sanitary Sewer and Water Tap-in Fees. As development proceeds under the terms of this agreement, and prior to occupancy, Developer shall pay a sanitary sewer tap-in fee to the City for each residential or equivalent residential unit, and there shall be a separate water meter installed and a water tap in fee and a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection, or as provided in the Revenue Ordinance.

7. Capital Cost. Developer, or its approved assigns, shall pay to the City a proportionate share of the capital cost for expanding the capacity of the wastewater treatment facilities and/or transport facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division. The cost will be \$1,300.00 for water and \$3,500.00 for sewer per residential or equivalent residential unit or as provided in the Revenue Ordinance at the time of connection, whichever is greater. These connection fees will be paid by the Developer to the City Treasurer as each customer connects to the sewage system and shall be in addition to the water and sewer tap-in fees. Water meters will not be installed until all fees, including the connection fees, are paid.

8. Transfers and Assignments. This Agreement may not be transferred or assigned in whole or in part without prior approval of the City being endorsed thereon, and that any violation of this limitation shall terminate the City's obligation and forfeit the Developer's rights thereunder.

9. Conformity to Law. Developer agrees 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 Agreement.

10. Termination: This agreement shall finally terminate five (5) years after date of execution, after which the City shall not be liable for any further obligation thereunder. On this basis, this agreement shall expire _____, 20____.

[INTENTIONALLY LEFT BLANK]
[SIGNATURES ARE ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO THE WATER AND SEWER AGREEMENT]

IN WITNESS WHEREOF, the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer its seal, affixed, this ___ day of _____, 2023.

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

EXECUTED IN THE PRESENCE OF:

WITNESS

BY: _____
CITY MANAGER

NOTARY PUBLIC

ATTEST: _____
CLERK OF COUNCIL

COBBLESTONE AC LLC, a Georgia
limited liability company

By: Cornelian Woods Management, LLC, a
Georgia limited liability company
Its: Sole Member

EXECUTED IN THE PRESENCE OF:



WITNESS

BY: 

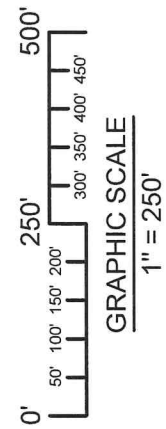
Adam Whitmire, Manager



NOTARY PUBLIC

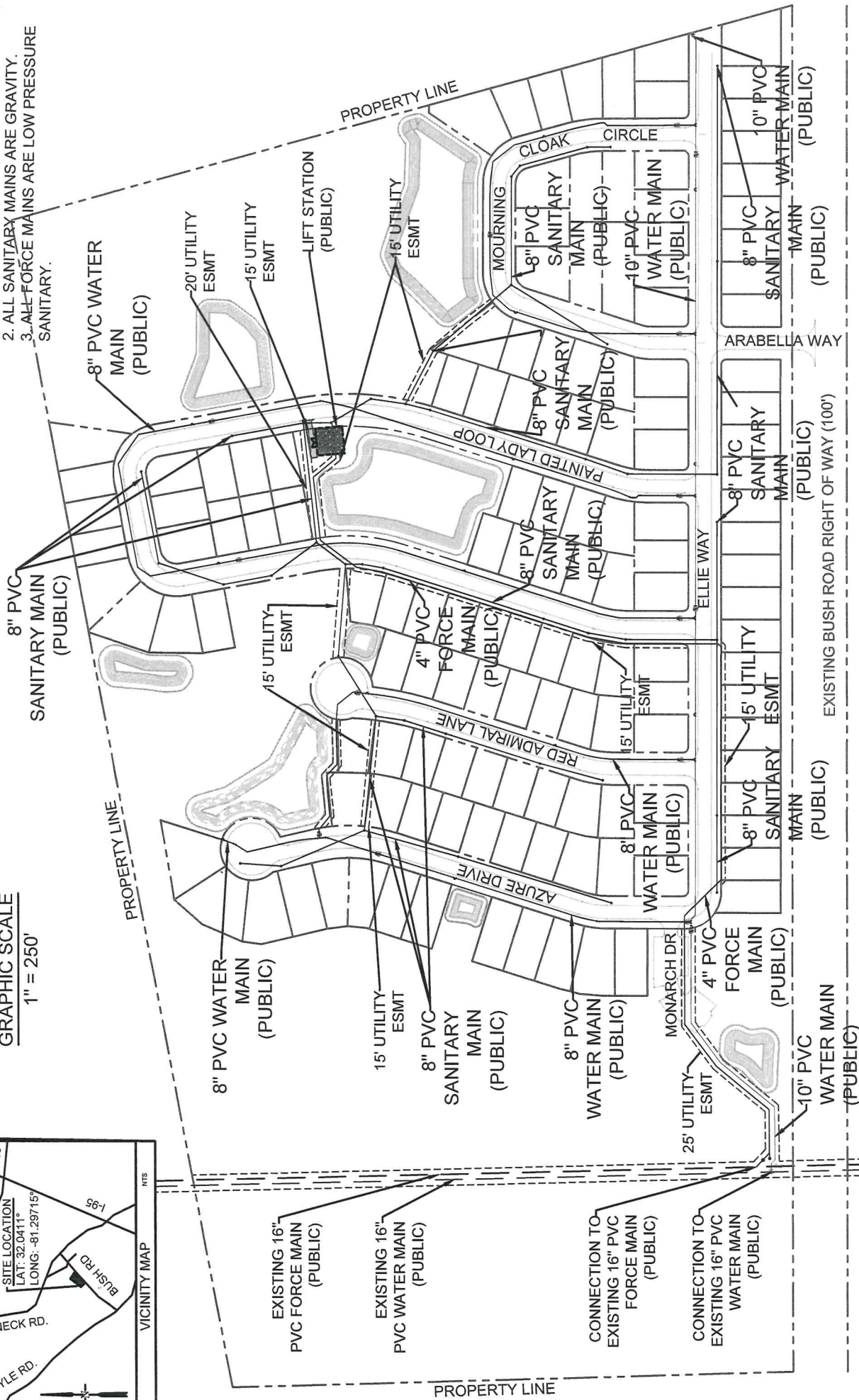
ATTEST: _____





NOTES

1. ALL INTERIOR ROW ARE 60' WIDE, ALL INTERIOR ROADS ARE 24' WIDE. INTERIOR ROADS AND ROW WILL BE DEDICATED TO COS.
2. ALL SANITARY MAINS ARE GRAVITY.
3. ALL FORCE MAINS ARE LOW PRESSURE SANITARY.



REVISIONS

NO.	DATE	DESCRIPTION

ROBERTS
CIVIL ENGINEERING
701 SEA ISLAND ROAD, SUITE 10
ST. SIMONS, GA 31522
912-638-9681 OFFICE
912-289-0339 FAX
WWW.ROBERTSCIVILENGINEERING.COM

DATE: 2023-08-14
PROJECT NUMBER: 20513
DRAWN BY: JLV
CHECKED BY: JLV
SCALE: 1"=250'

**COBBLESTONE SUBDIVISION
SAVANNAH, GEORGIA
EXHIBIT A**

PREPARED FOR:
Cornelian Woods Management, LLC

