

KELLER PLANNED DEVELOPMENT
CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA

WATER AND SEWER AGREEMENT

THIS WATER AND SEWER AGREEMENT ("**Agreement**") is made and entered into this _ day of _____, 2026, by and between HOPETON SOUTH LAND TRUST, LLC, a Georgia limited liability company, hereinafter referred to as "**Hopeton**"; and the CITY OF SAVANNAH, a municipal corporation of the State of Georgia, hereinafter referred to as the "**City**".

WHEREAS, Hopeton desires certain commitments from the City in regards to extending and making additions to existing water and sanitary sewer systems, or in regards to the construction of water distribution and sanitary sewer collection and disposal systems to serve 697 residential or equivalent residential units within the Travis Field Service Area as shown on Exhibit A, the drawing entitled Master Water Exhibit and Master Sewer Exhibit, prepared by Barge Design Solutions, Inc. and dated March 21, 2025. The attached Exhibit A may be revised as the final design and construction documents are finalized to better serve the Keller Planned Development or in response to comments from the City;

WHEREAS, the parties desire to establish a unified framework for water and sewer service for the development of the entire Keller Planned Development ("**Keller PD**"), 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 have been or will be requested.

IT IS AGREED that the total Keller PD shall be allocated 697 residential or equivalent residential units (each an "**ERU**"). See Exhibit B for allocation schedule. See Exhibit C for boundaries of the Keller PD.

IT IS FURTHER AGREED that Hopeton shall be allocated ERUs in accordance with the schedule attached hereto as Exhibit B, with each Annual Allocation (as defined therein) deemed issued and available for allocation by Hopeton as of 12:01 a.m. on January 1st of the applicable calendar year, subject to the terms and conditions of this Agreement. Any unused portion of the Annual Allocation shall accrue and carry forward to subsequent years until the expiration of this Agreement. Specifically: (1) if fewer than the ERUs prescribed for each year are utilized, the unused ERUs shall be added to the available capacity for future years, (2) accrued unused ERUs may be utilized in any subsequent year, and (3) the accrual of unused ERUs shall continue until the full 697 ERUs have been utilized or until the expiration of this Agreement. Hopeton may bank unused ERUs until the expiration of this Agreement. ERUs shall be transferable within the Keller PD without additional approval from the City, provided all applicable fees are paid at the time of connection. Hopeton may, upon written notice to the City, request the issuance of additional ERUs in advance of the schedule attached hereto as Exhibit B if the anticipated pace of construction and development activity materially exceeds the projected ERU issuance timeline established in this Agreement. Such request shall be made in good faith and shall include documentation demonstrating the accelerated construction progress that necessitates the early issuance of ERUs. The City acknowledges that the ERU issuance schedule is based upon projected development timelines and construction phases, which are inherently subject to variation due to market conditions, weather, labor availability, and other factors beyond the parties' reasonable control. Nothing in this provision shall obligate the City to grant any request for early or additional ERU issuance, and any such determination shall remain within the City's sole discretion, subject to applicable laws, regulations, and the City's infrastructure capacity and planning considerations.

IT IS FURTHER AGREED that for purposes of annual ERU allocation limits, an ERU shall be deemed "secured" by a developer for use in the Keller PD upon issuance of a building permit, but the "allocation" or "utilization" of the ERU shall occur only upon the issuance of a certificate of occupancy for each residential unit or ERU.

IT IS FURTHER AGREED that Hopeton and the City shall memorialize each ERU allocation to any assignee from Hopeton in the form attached hereto as Exhibit D. For the avoidance of doubt, the mutual execution and delivery of said form shall not be a condition precedent to the allocation or utilization of ERUs under this Agreement; rather, each form shall simply serve as documentary evidence of the specific allocation of the general Annual Allocations.

IT IS FURTHER AGREED that the City shall approve 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. Hopeton shall be responsible to provide 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. Hopeton shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the City's specifications and standards. Upon request of the City, 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 initial construction of these systems shall be borne by Hopeton. The City will provide only the sewage treatment facility and the water supply facility.

IT IS FURTHER AGREED that this Agreement shall contain the following special conditions/requirements:

Any development which requires sanitary sewer main extension and/or involves storm sewer conduits will require televising by the City of Savannah 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. This fee will be paid to the City of Savannah in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance.

IT IS FURTHER AGREED that Hopeton shall hold the City harmless for any claims and damages due to work associated with the tie-in to existing sanitary sewers.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities serving the Keller PD, including all water and sewage fees fully paid for by Hopeton, per the current City of Savannah Revenue Ordinance at the time of connection, and provision of two copies of "as-built" 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 Hopeton 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.

IT IS FURTHER AGREED that Hopeton 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 of such utilities. Should installation deviate from the original recordable plat, Hopeton will provide to the City a revised recordable plat showing all utilities in public easements and rights-of-way. Should Hopeton fail to provide the revised plat the City will not release the project nor will a Certificate of Occupancy or water meter be issued.

IT IS FURTHER AGREED that as development proceeds under the terms of this Agreement, and prior to occupancy, there will be a sanitary sewer tap-in fee paid 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 City of Savannah Revenue Ordinance.

IT IS FURTHER AGREED that Hopeton shall pay to the City a proportionate share of the capital cost for expanding the capacity of the wastewater treatment facilities and of meeting discharge requirements for the Keller PD, as established by the Georgia Environmental Protection Division. The cost will be **\$1,300.00** for water and **\$5,775.00** for sewer (\$3,049.00 for Travis Field Treatment Plan and \$2,726.00 for SW Quadrant) and **\$600.00** for reuse water, per residential or equivalent residential unit or as provided in the Revenue Ordinance at the time of connection, whichever is greater. These additional fees will be paid by Hopeton to the City Treasurer as each customer connects to the sewage system and shall be in addition to the **\$600.00** water tap-in and **\$400.00** sewer tap-in fee. Water meters will not be installed until all fees, including the additional fees, are paid. Notwithstanding anything in this Agreement to the contrary, with respect to water and sewer service for the Keller PD, Hopeton will not be subject to any laws, ordinances or modifications thereto enacted by the City after the date of this Agreement except those that apply uniformly to all developers.

IT IS FURTHER AGREED that this Agreement between the City and Hopeton shall be binding on successors and assigns and may be transferred or assigned in whole or in part to successor land owners within the Keller PD development upon thirty (30) days written notice to the City, provided the assignee executes an assumption agreement accepting all obligations of the assigning party hereunder with respect to its portion of the Keller PD.

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 Agreement.

IT IS FURTHER AGREED that this Agreement shall finally terminate 1/1/2036 after which the City shall not be liable for any obligations hereunder. This Agreement may be extended by mutual written agreement between the parties in the form of an executed amendment.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed these presents under seal, and the City has caused these presents to be executed by its proper officer, with its seal, affixed, this ____ day of _____, 2026.

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

EXECUTED IN THE PRESENCE OF:

WITNESS

BY:

CITY MANAGER

NOTARY PUBLIC
Chatham County, Georgia

ATTEST:

CLERK OF COUNCIL

[Signatures Continued on Next Page]

HOPETON SOUTHLAND TRUST, LLC

EXECUTED IN THE PRESENCE OF:

Saul Roberts
WITNESS

Michael Kill
NOTARY PUBLIC

BY: *Charles Roberts, manager*
Attest: *Anthony Switz*

MICHAEL KILL
NOTARY PUBLIC
CHEROKEE County
State of Georgia
My Comm. Expires 11/02/2029

EXHIBIT A

MASTER WATER EXHIBIT AND MASTER SEWER EXHIBIT

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DEVELOPMENT SUMMARY

Keller
Acreage Calculation
278 Acres
(8.07 AC) Salt Marsh
(15.05 AC) Floodline Easement (Retail)
(5.35 AC) Future Public Right-of-Way
(103.45 AC) Open Space
(0.41 AC) Greenspace (Retail)
• 0.38 AC Open Space Filled as Buildable Land for Parcel 4
• 1.47 AC Open Space Filled as Buildable Land for 5
• 2.65 AC Open Space Filled as Buildable Land for 6
• 1.15 AC Open Space Filled as Buildable Land for 9
• 0.04 AC Open Space Filled as Buildable Land for 10
• 0.08 AC Open Space Filled as Buildable Land for 11

• 92.2 Acres Net Buildable

SITE DATA

PHASE I:

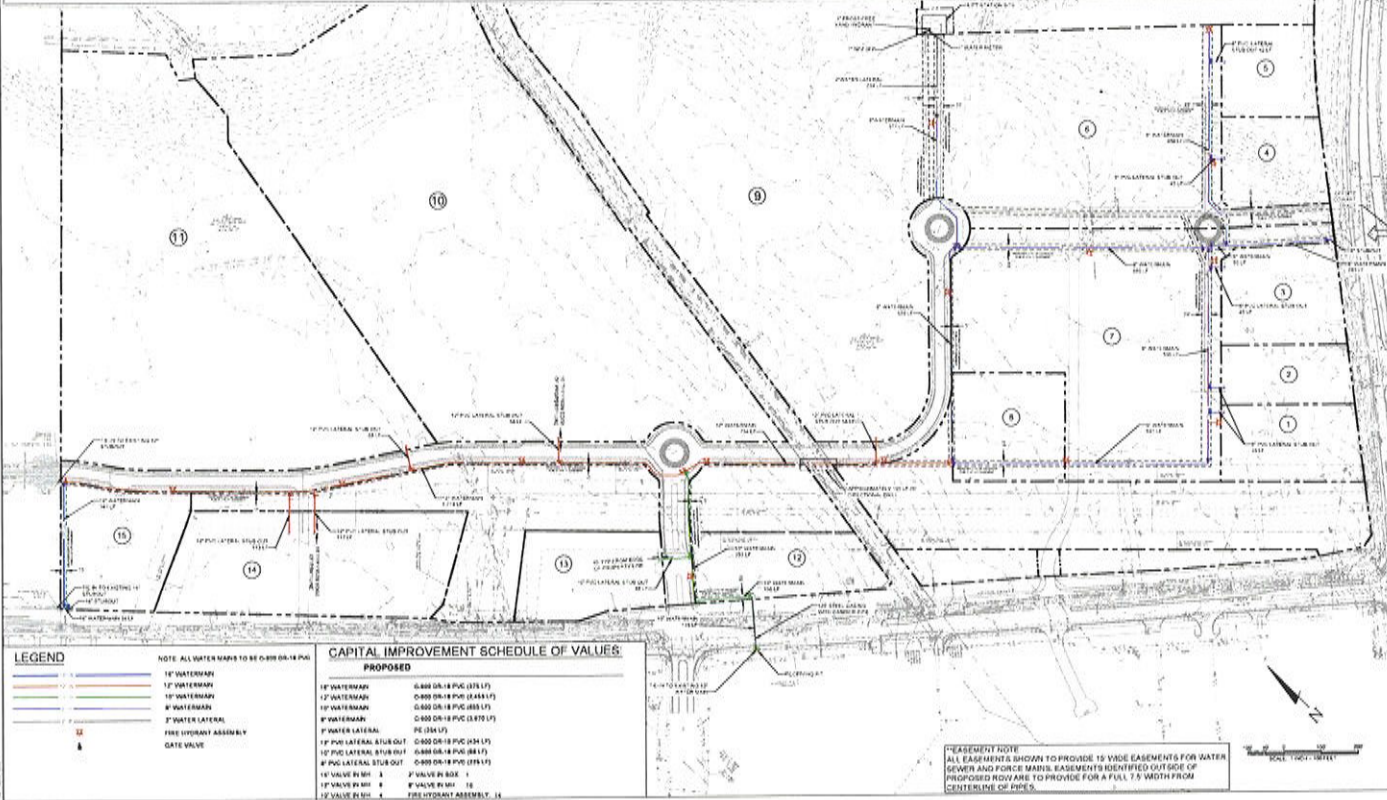
PARCEL	LAND USE	BUILDABLE AREA	DENSITY PER ACRE
10	MULTI-FAMILY	22.14 AC	12 DU/AC
11	SENIOR LIVING	14.10 AC	20 DU/AC
12	RETAIL	1.49 AC	6,000 SF/AC
13	RETAIL	1.38 AC	6,000 SF/AC
14	RETAIL	3.44 AC	6,000 SF/AC
15	RETAIL	1.02 AC	6,000 SF/AC
44.47 AC TOTAL			

PHASE II:

PARCEL	LAND USE	BUILDABLE AREA	DENSITY PER ACRE
16	RETAIL	2.71 AC	3,500 SF/AC
17	RETAIL	1.98 AC	3,500 SF/AC
18	RETAIL	1.55 AC	3,500 SF/AC
19	RETAIL	1.47 AC	3,500 SF/AC
20	RETAIL	10.14 AC	6,000 SF/AC
21	RETAIL	9.16 AC	6,000 SF/AC
22	RETAIL	2.10 AC	50,000 SF/AC
23	MULTI-FAMILY	18.62 AC	14 DU/AC
47.73 AC TOTAL			

KELLER PD:
Estimated ERU Allocations per Parcel

PARCEL	ERU
PARCEL 1	25
PARCEL 2	15
PARCEL 3	15
PARCEL 4	15
PARCEL 5	15
PARCEL 6	90
PARCEL 7	70
PARCEL 8	15
PARCEL 9	145
PARCEL 10	140
PARCEL 11	107
PARCEL 12	15
PARCEL 13	15
PARCEL 14	15
PARCEL 15	15
TOTAL	677



CAPITAL IMPROVEMENT SCHEDULE OF VALUES

8' SANITARY SEWER MAIN: \$28,000/LINEAL FOOT
 12' SANITARY SEWER MAIN: \$35,000/LINEAL FOOT
 18' SANITARY SEWER MAIN: \$45,000/LINEAL FOOT
 24' SANITARY SEWER MAIN: \$55,000/LINEAL FOOT
 30' SANITARY SEWER MAIN: \$65,000/LINEAL FOOT
 36' SANITARY SEWER MAIN: \$75,000/LINEAL FOOT
 42' SANITARY SEWER MAIN: \$85,000/LINEAL FOOT
 48' SANITARY SEWER MAIN: \$95,000/LINEAL FOOT
 54' SANITARY SEWER MAIN: \$105,000/LINEAL FOOT
 60' SANITARY SEWER MAIN: \$115,000/LINEAL FOOT

KELLER LIFT STATION ASSUMPTIONS

1. LIFT STATION ASSUMED TO BE ALL-TIME FLOOD ELEVATION
 2. LIFT STATION ASSUMED TO BE ALL-TIME FLOOD ELEVATION + 4 FEET

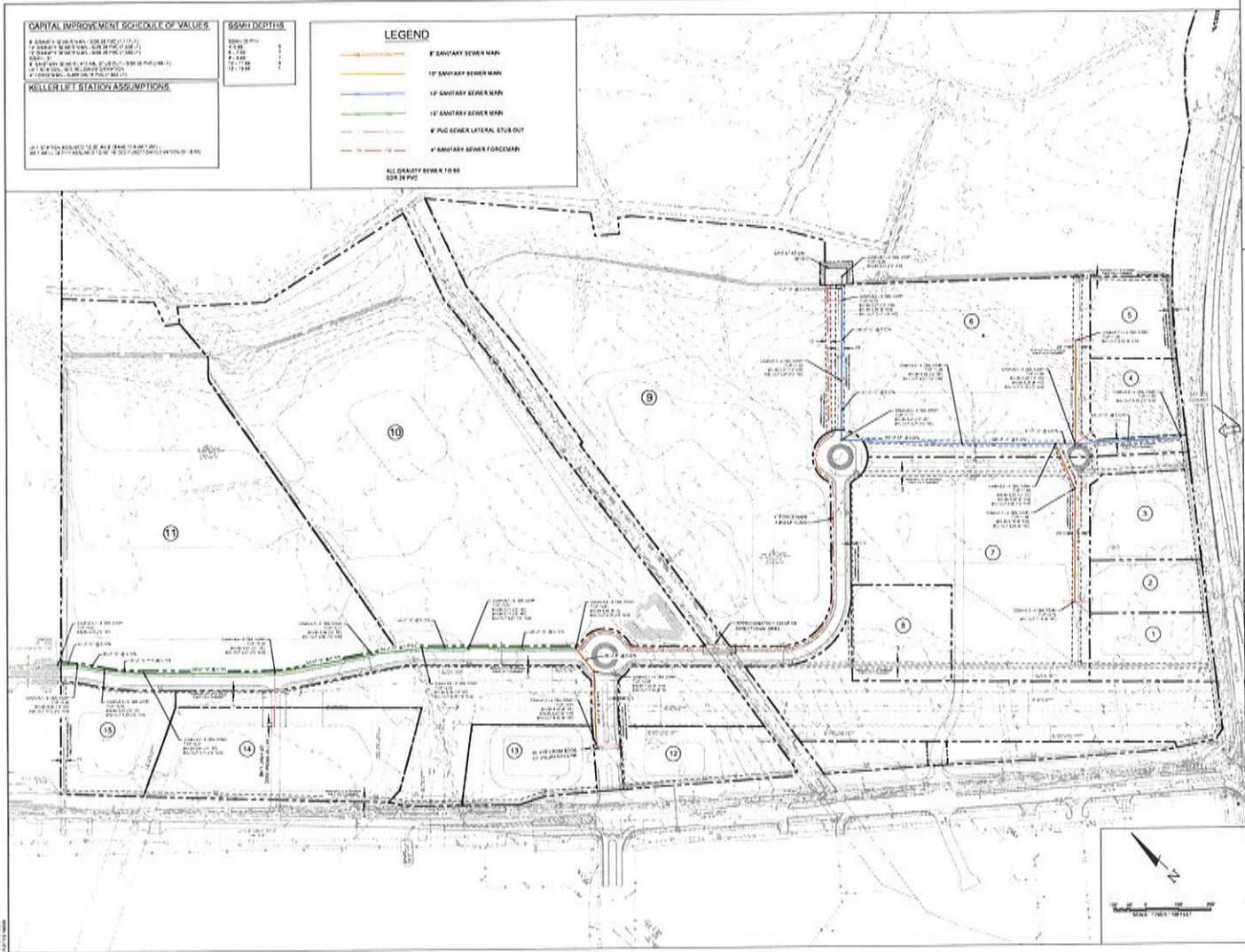
REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMIT
2	1/10/12	REVISIONS TO PERMIT
3	1/10/12	REVISIONS TO PERMIT
4	1/10/12	REVISIONS TO PERMIT
5	1/10/12	REVISIONS TO PERMIT
6	1/10/12	REVISIONS TO PERMIT
7	1/10/12	REVISIONS TO PERMIT
8	1/10/12	REVISIONS TO PERMIT
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41	1/10/12	REVISIONS TO PERMIT
42	1/10/12	REVISIONS TO PERMIT
43	1/10/12	REVISIONS TO PERMIT
44	1/10/12	REVISIONS TO PERMIT
45	1/10/12	REVISIONS TO PERMIT
46	1/10/12	REVISIONS TO PERMIT
47	1/10/12	REVISIONS TO PERMIT
48	1/10/12	REVISIONS TO PERMIT
49	1/10/12	REVISIONS TO PERMIT
50	1/10/12	REVISIONS TO PERMIT

LEGEND

- 8" SANITARY SEWER MAIN
- 12" SANITARY SEWER MAIN
- 18" SANITARY SEWER MAIN
- 24" SANITARY SEWER MAIN
- 30" SANITARY SEWER MAIN
- 36" SANITARY LATERAL STUB OUT
- 42" SANITARY SEWER FORCE MAIN

ALL QUALITY SEWER TORS FOR 30' P.C.



BARGE
SEWER SOLUTIONS

PERMITTING
NOT FOR
CONSTRUCTION

MASTER SEWER EXHIBIT
 SITE DEVELOPMENT DRAWINGS FOR
 HOPETON SOUTH/KELLER TRACT
 LITTLE ROCK, ARKANSAS
 DRAWING NUMBER

SEWER
11-1401

EXHIBIT B

Annual ERU Allocation Schedule

<u>Year</u>	Annual ERU Allocation	Cumulative ERU Allocations
2027	307	307
2028	335	642
2029	55	697
2030	0	697
2031	0	697
2032	0	697
2033	0	697
2035	0	697
TOTAL		697

EXHIBIT C

Boundaries of Keller PD

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DEVELOPMENT SUMMARY

Keller
Acreage Calculation
275 Acres

(64.07 AC) Salt Marsh
 (15.98 AC) Powerline Easement (Retail)
 (5.36 AC) Future Public Right-of-Way
 (103.45 AC) Open Space
 (0.41 AC) Greenspace (Retail)

- + 0.98 AC Open Space Filled as Buildable Land for Parcel 4
- + 1.47 AC Open Space Filled as Buildable Land for 5
- + 2.89 AC Open Space Filled as Buildable Land for 6
- + 1.15 AC Open Space Filled as Buildable Land for 9
- + 0.08 AC Open Space Filled as Buildable Land for 10
- + 0.08 AC Open Space Filled as Buildable Land for 11

92.2 Acres Net Buildable

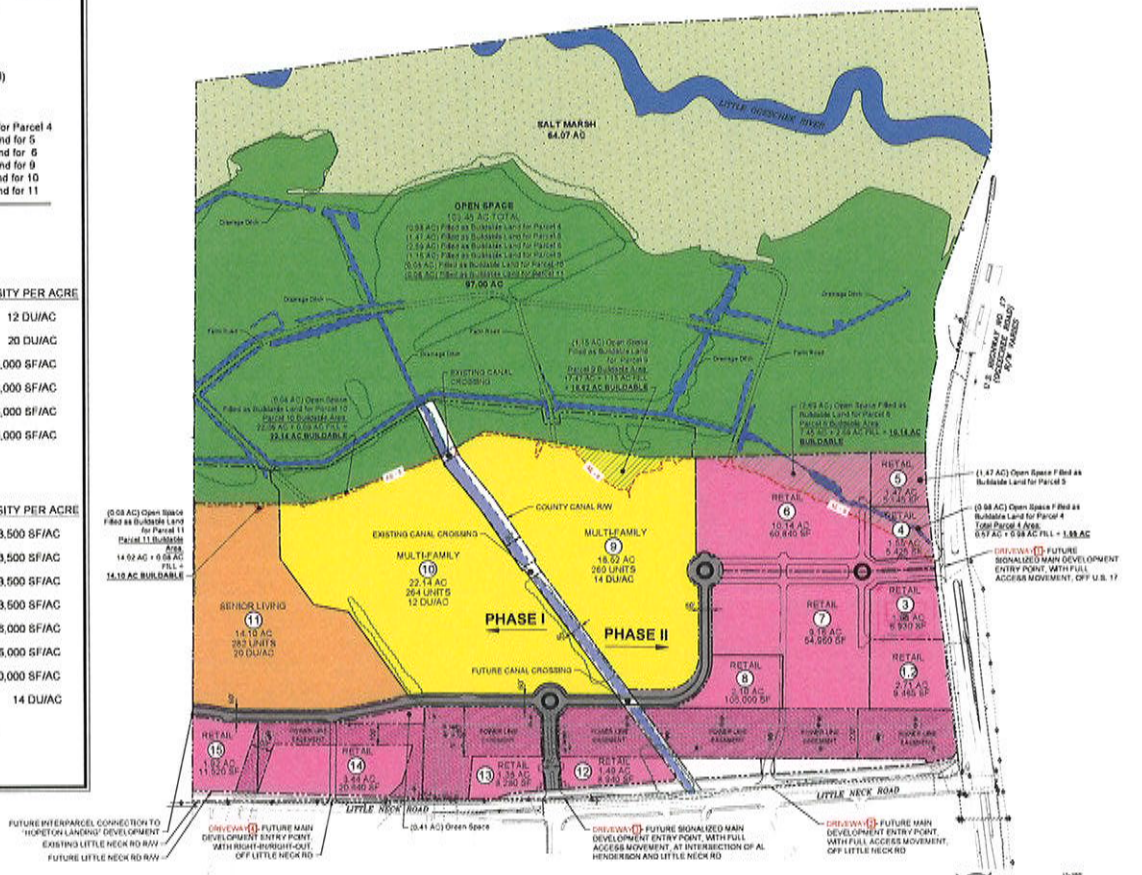
SITE DATA

PHASE I

PARCEL	LAND USE	BUILDABLE AREA	DENSITY PER ACRE
10	MULTI-FAMILY	22.14 AC	12 DU/AC
11	SENIOR LIVING	14.10 AC	20 DU/AC
12	RETAIL	1.49 AC	6,000 SF/AC
13	RETAIL	1.38 AC	6,000 SF/AC
14	RETAIL	3.44 AC	6,000 SF/AC
15	RETAIL	1.92 AC	6,000 SF/AC
		44.47 AC TOTAL	

PHASE II:

PARCEL	LAND USE	BUILDABLE AREA	DENSITY PER ACRE
12	RETAIL	2.71 AC	3,500 SF/AC
3	RETAIL	1.98 AC	3,500 SF/AC
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7	RETAIL	9.16 AC	6,000 SF/AC
8	RETAIL	2.10 AC	60,000 SF/AC
9	MULTI-FAMILY	18.62 AC	14 DU/AC
		47.73 AC TOTAL	



KELLER MARKET SQUARE MASTER PLANNED DEVELOPMENT
 275 TOTAL ACRES WITH 92.2 BUILDABLE ACRES
 NOVEMBER 17, 2025

EXHIBIT D

ERU Allocation Form

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KELLER PD - ERU ALLOCATION FORM

Pursuant to the Keller Planned Development Water and Sewer Agreement dated as of _____, 2026 (the "**Agreement**"), by and between HOPETON SOUTH LAND TRUST, LLC, a limited liability company organized under the laws of the State of Georgia, its successors and/or assigns, hereinafter referred to as "**Developer**"; and _____, a limited liability company organized under the laws of the State of _____, its successors and/or assigns, hereinafter referred to as "**Customer**"; and the CITY OF SAVANNAH, a municipal corporation of the State of Georgia, hereinafter referred to as the "**City**"; this ERU Allocation Form shall memorialize the assignment of Developer's ERUs to Customer.

Date of this Memorialization: _____, 20__

Project Identification: Keller Planned Development

Number of ERUs Hereby Allocated to
Customer: _____ ERUs

Developer's Remaining Cumulative ERU Allocations After This Allocation (until January 1 of the following calendar year, as applicable, per the Agreement): _____ ERUs

This instrument memorializes the allocation of the ERUs described above pursuant to the Agreement.

IN WITNESS WHEREOF, the parties have executed this ERU Allocation Form as of the date written above.

HOPETON SOUTH LAND TRUST, LLC

BY: _____
Name:
Title:

XXX, LLC

BY: _____
Name:
Title:

CITY OF SAVANNAH, GEORGIA

BY: _____
Name:
Title: