

HOPETON LANDING PLANNED UNIT 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 among CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, DBA MUNGO HOMES and DEVELOPER'S CAPITAL FUND, LLC, a South Carolina limited liability company, collectively hereinafter referred to as "**Mungo**"; LITTLE OGEECHEE PARTNERS, LLC, a limited liability company organized under the laws of the State of Georgia, its successors and/or assigns, hereinafter referred to as "**Little Ogeechee Partners**"; and the CITY OF SAVANNAH, a municipal corporation of the State of Georgia, hereinafter referred to as the "**City**".

WHEREAS, this Agreement is subject to and incorporates by reference the executed Water and Sewer Agreement between Mungo and the City dated December 19, 2024, for Hopeton Landing West (the "**West Agreement**"), consisting of 275 residential or equivalent residential units as shown on the attached drawing entitled "Hopeton Landing West Water & Sewer Exhibit" prepared by Coleman Company, Inc. and dated November 13, 2024 ("**Hopeton West**");

WHEREAS, Little Ogeechee Partners 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 1,489 residential or equivalent residential units within the Travis Field Service Area as shown on the attached drawing entitled "Hopeton

East Water & Sewer Agreement Exhibit 1” prepared by Coleman Company, Inc. and dated March 18, 2025 (“**Hopeton East**”);

WHEREAS, the parties desire to establish a unified framework for the development of the entire Hopeton Landing Planned Unit Development (“**PUD**”) encompassing both Hopeton East and Hopeton West components,

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.

IT IS AGREED that the West Agreement is hereby incorporated by reference in its entirety, and all terms, conditions, and obligations contained therein shall remain in full force and effect as to Hopeton West, except as specifically modified by this Agreement.

IT IS FURTHER AGREED that the total PUD shall be allocated 1,489 residential or equivalent residential units (each an “**ERU**”). See Exhibit A for allocation schedule. See Exhibit B for boundaries of the PUD.

IT IS FURTHER AGREED that Mungo shall retain all rights, privileges, obligations and responsibilities set forth in the West Agreement for Hopeton West, including but not limited to: (i) construction and installation of all on-site water and sewer infrastructure for the 275 ERUs in Hopeton West, (ii) payment of all applicable fees, tap-in charges, and capital costs as specified in the West Agreement, and (iii) compliance with all engineering standards and inspection requirements associated therewith.

IT IS FURTHER AGREED that Little Ogeechee Partners shall be allocated ERUs in accordance with the schedule attached hereto as Exhibit A, with each Annual Allocation (as defined therein) deemed issued and available for allocation by Little Ogeechee Partners 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 (whether for Hopeton East or Hopeton West) 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 1,489 ERUs have been utilized or until the expiration of this agreement. Little Ogeechee Partners may bank unused ERUs until the expiration of this Agreement, and such banked ERUs shall be transferable within the PUD without additional approval from the City, provided all applicable fees are paid at the time of connection. Little Ogeechee Partners may, upon written notice to the City, request the issuance of additional ERUs in advance of the schedule attached hereto as Exhibit A if the actual pace of construction and development activity materially exceeds the projected ERU issuance timeline established in this Agreement; provided, however, that such issuance shall not interfere with Mungo's rights under the West 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 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 PUD 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 or ERU.

IT IS FURTHER AGREED that Little Ogeechee Partners and the City shall memorialize each ERU allocation referenced in the immediately preceding paragraph in the form attached hereto as Exhibit C. 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 upon completion of all platting and construction activities within the Hopeton West development phase, any ERUs allocated to Hopeton West that remain unused and unassigned shall automatically transfer to the Hopeton East development phase for use by Little Ogeechee Partners in connection with development activities therein. Little Ogeechee Partners shall provide written notice to the City within one hundred eighty (180) days of the completion of Hopeton West, which notice shall specify the number of unused ERUs to be transferred to Hopeton East. Such transferred ERUs shall be subject to all terms and conditions of this Agreement applicable to ERUs generally. The transferred ERUs shall be deemed allocated to Hopeton East as of the date of Little Ogeechee Partners' written notice to the City and may be utilized for development activities within Hopeton East in accordance with the terms of this Agreement.

IT IS FURTHER AGREED that Little Ogeechee Partners shall assume and be responsible for: (i) all off-site infrastructure obligations referenced in that certain "Original

Water and Sewer Agreement, Executed 2/13/2020," including construction of off-site water and sewer infrastructure improvements with an estimated cost not to exceed \$3,081,156, (ii) all development responsibilities for Hopeton East, and (iii) compliance with all engineering standards and inspection requirements associated therewith.

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. Little Ogeechee Partners 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. Little Ogeechee Partners 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 these systems shall be borne by Little Ogeechee Partners. The City will provide only the sewage treatment facility and the water supply facility.

IT IS FURTHER AGREED that any component of the PUD which requires sanitary sewer main extension and/or involve 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 by the owner of the applicable property in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance. Each party shall be responsible for all fees associated with their respective development areas as specified in this Agreement.

IT IS FURTHER AGREED that the parties hereto shall hold the City harmless for any claims and damages due to work associated with tie-ins to existing sanitary sewers on their respective components of the PUD. Each party shall be responsible for fulfilling its indemnification obligations with respect to their development areas as specified in this Agreement.

IT IS FURTHER AGREED that the City shall reimburse Little Ogeechee Partners for the actual cost of construction of the Off-Site water and sewer infrastructure in an amount not to exceed \$3,081,156. Notwithstanding any provision to the contrary, Little Ogeechee Partners may request reimbursement in the form of periodic payments. Requests for periodic payment shall be made no more frequently than on sixty (60) day intervals and shall include all necessary documentation to verify that payment by Little Ogeechee Partners has been made of all funds for which reimbursement is requested. Under no circumstance shall any of Little Ogeechee Partners' On-Site infrastructure connections be made to either the Off-Site Water infrastructure or the Off-Site Sewer infrastructure until all Off-Site infrastructure is complete, successfully tested, and accepted for operation and maintenance by Savannah.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities serving the PUD, including all water and sewage fees fully paid for by Little Ogeechee Partners, 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 Little Ogeechee Partners 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 Little Ogeechee Partners 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, Little Ogeechee Partners will provide to the City a revised recordable plat showing all utilities in public easements and rights-of-way. Should Little Ogeechee Partners 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 Revenue Ordinance. Each party shall be responsible for all fees associated with their respective development areas as specified in this Agreement.

IT IS FURTHER AGREED that Little Ogeechee Partners 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 Hopeton East, all as established by the Georgia Environmental Protection Division. The cost will be **\$1,300.00** for water, **\$5,775.00**

for sewer (\$3,049.00 for Travis Field Treatment Plant and \$2726.00 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 Little Ogeechee Partners to the City Treasurer for as each Hopeton East 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. Little Ogeechee Partners and Mungo, as applicable, shall be entitled to pay fees based on the rate structure in effect at the time of this Agreement, subject only to modifications required by the City's Revenue Ordinance that apply uniformly to all developers. For the avoidance of doubt, each party shall be responsible for all fees associated with their respective development areas as specified in this Agreement – Mungo with respect to Hopeton West, and Little Ogeechee Partners with respect to Hopeton East.

IT IS FURTHER AGREED that this Agreement between the City, Little Ogeechee Partners and Mungo shall be binding on successors and assigns and may be transferred or assigned in whole or in part to qualified parties within the PUD 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 PUD.

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 thereunder. This Agreement may be extended by mutual written agreement between the parties in the form of an executed amendment.

[Remainder of page intentionally left blank]

[Signature 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 its seal, affixed, the month, day and year first above written.

**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

EXECUTED IN THE PRESENCE OF:

WITNESS

BY:

NOTARY PUBLIC

ATTEST:

(SEAL)

CLAYTON PROPERTIES GROUP, INC.
DBA MUNGO HOMES and
DEVELOPER'S CAPITAL FUND, LLC

Katie DeKuan
WITNESS

BY: [Signature]
S. Lynn Stevens

Carla Kent Simerly
NOTARY PUBLIC

ATTEST: Carla Kent Simerly
exp. 5/1/27
(SEAL)



LITTLE OGEECHEE PARTNERS, LLC

BZ Well
WITNESS

BY: *Alice Wilcox Keller*
Manager

Amanda N. Nease Exp. 09/21/2020
NOTARY PUBLIC

ATTEST: *[Signature]*

(SEAL)

EXHIBIT A

Annual ERU Allocation Schedule

<u>Year</u>	<u>Annual ERU Allocation</u>	<u>Cumulative ERU Allocations</u>
2025	100	100
2026	120	220
2027	438	658
2028	239	897
2029	380	1277
2030	110	1387
2031	50	1437
2032	37	1474
2033	5	1479
2034	5	1484
2035	5	1489
TOTAL		1489

EXHIBIT C

ERU Allocation Form

[Remainder of page intentionally left blank]

HOPETON LANDING PUD - ERU ALLOCATION FORM

Pursuant to the Hopeton Landing Planned Unit Development Water and Sewer Agreement dated as of January ____, 2026 (the "**Agreement**"), by and between LITTLE OGEECHEE PARTNERS, 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: Hopeton Landing Planned Unit 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.

LITTLE OGEECHEE PARTNERS, LLC

By: _____
Name:
Title:

XXX, LLC

By: _____
Name:
Title:

CITY OF SAVANNAH, GEORGIA

By: _____
Name:
Title: