

SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS, Savannah Harbor Owner LLC hereinafter referred to as the Developer, the developer of Savannah Harbor BTR located within the **HUTCHINSON ISLAND SERVICE AREA**, consisting of 210 equivalent residential units as shown on the attached drawing entitled “**Savannah Harbor – Parcels 8A, 8B-2, & 8C-1**” prepared by **Thomas & Hutton** and dated **07/29/2025**, scale 1" = 400', desires certain commitments from the City of Savannah, hereinafter referred to as 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;

IT IS AGREED between the parties hereto 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. 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 lines, 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, 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 the Developer. 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 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 in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance.

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

IT IS FURTHER AGREED that upon completion of the systems and all related facilities including all water and sewage fees fully paid for by the Developer, except the sewer treatment facility and the water supply facilities, and the provision of two copies of "as built" drawings on Chronoflex Mylar, the City will, subject to approval of the City Manager, accept title hereto and assume responsibility for maintenance and operation of those portions located within public easements or 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 easements and/or rights-of-way required for the purpose of maintenance thereof.

IT IS FURTHER AGREED that the 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.

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.

IT IS FURTHER AGREED that the Developer shall pay to the City a proportionate share of the capital cost for expanding the wastewater treatment and/or transport facilities and of meeting discharge requirements and the Reclaimed Water Project Connection Fee as established by the Georgia Environmental Protection Division. The cost will be \$1,000 per residential or equivalent residential unit for Hutchinson Island water and \$3,850 (\$1,600 for Hutchinson Island and \$2,250 for President Street Treatment Plant) for sewer per residential or equivalent residential unit, or as provided for in the Revenue Ordinance, whichever is greater. These additional 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 sewer tap-in fee. Water meters will not be installed until all fees, including the additional connection fees, are paid.

IT IS FURTHER AGREED that this agreement between the City and the Developer 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.

IT IS FURTHER AGREED that all provisions of the law now or thereafter 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 remain in full force and effect for an initial term of five (5) years from the date of execution. Thereafter, the Agreement may continue to be extended annually for successive one (1) year periods, provided that the Developer is actively engaged in construction activities related to the development. These extensions shall continue without further action by either party unless the Developer ceases active construction for a period of greater than 12 consecutive months, in which case the Agreement shall be subject to termination by the City with 60 days notice to Developer. Upon termination, the City shall have no further obligations under this 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 _____, 2____.

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

(SEAL)

EXECUTED IN THE PRESENCE OF:

Savannah Harbor Owner LLC,
a Delaware limited liability company

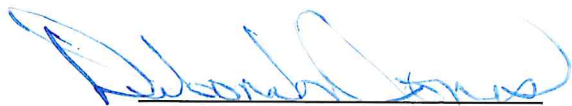


WITNESS

BY:


John Boniface, Authorized Signatory

ATTEST: _____



NOTARY PUBLIC

(SEAL, if Incorporated)

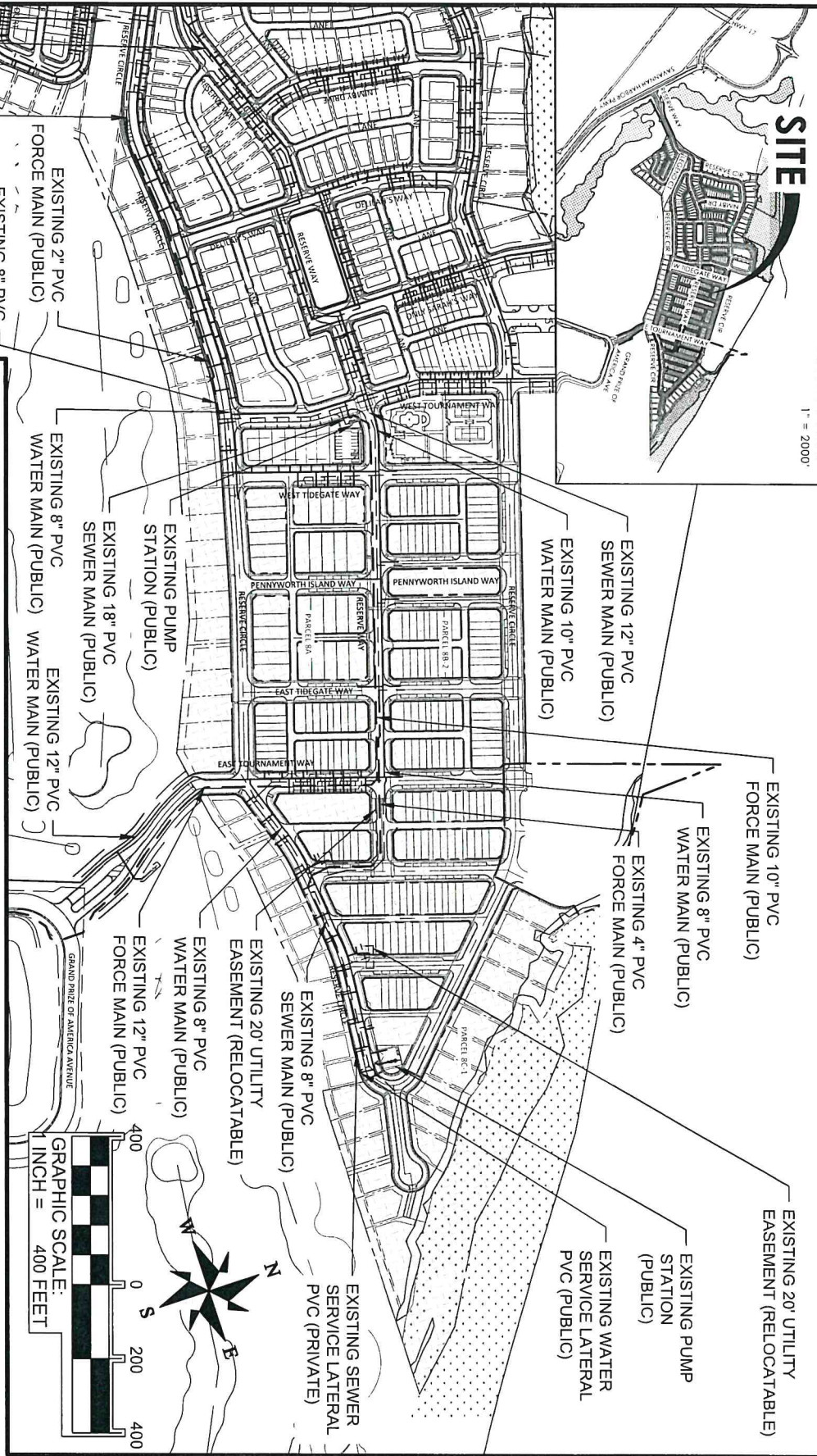
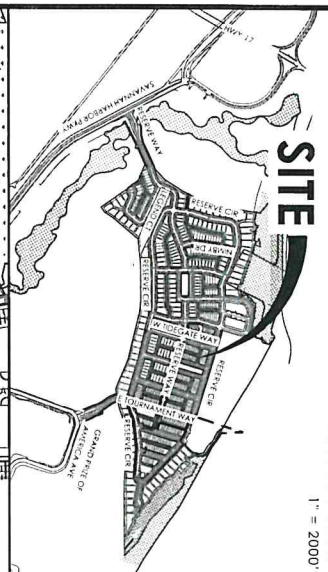


Exhibit A

Water & Sewer Agreement Exhibit

SITE

VICINITY MAP
1" = 2000'



EXISTING 30\"/>

SAVANNAH HARBOR - PARCELS 8A, 8B-2, & 8C-1
WATER AND SEWER AGREEMENT
EXHIBIT A
 CLIENT:
SAVANNAH HARBOR OWNER, LLC
 LOCATION: SAVANNAH, GEORGIA
 DATE: 7/29/2025
 JOB NUMBER: J-16716.5101
 DRAWN BY: SGJ
 REVIEWED BY: FIT
 SHEET: 1
 SCALE: 1" = 400'

THOMAS & HUTTON
 50 Park of Commerce Way
 Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

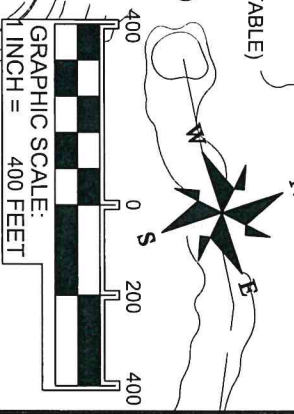


Exhibit B

Chatham County, Georgia Records - Recorded Plats

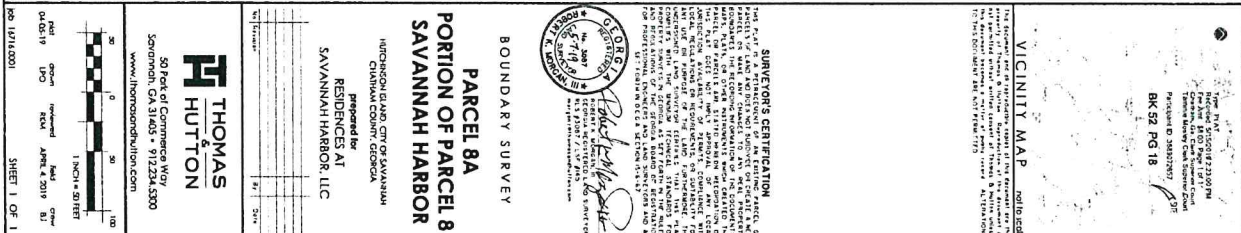
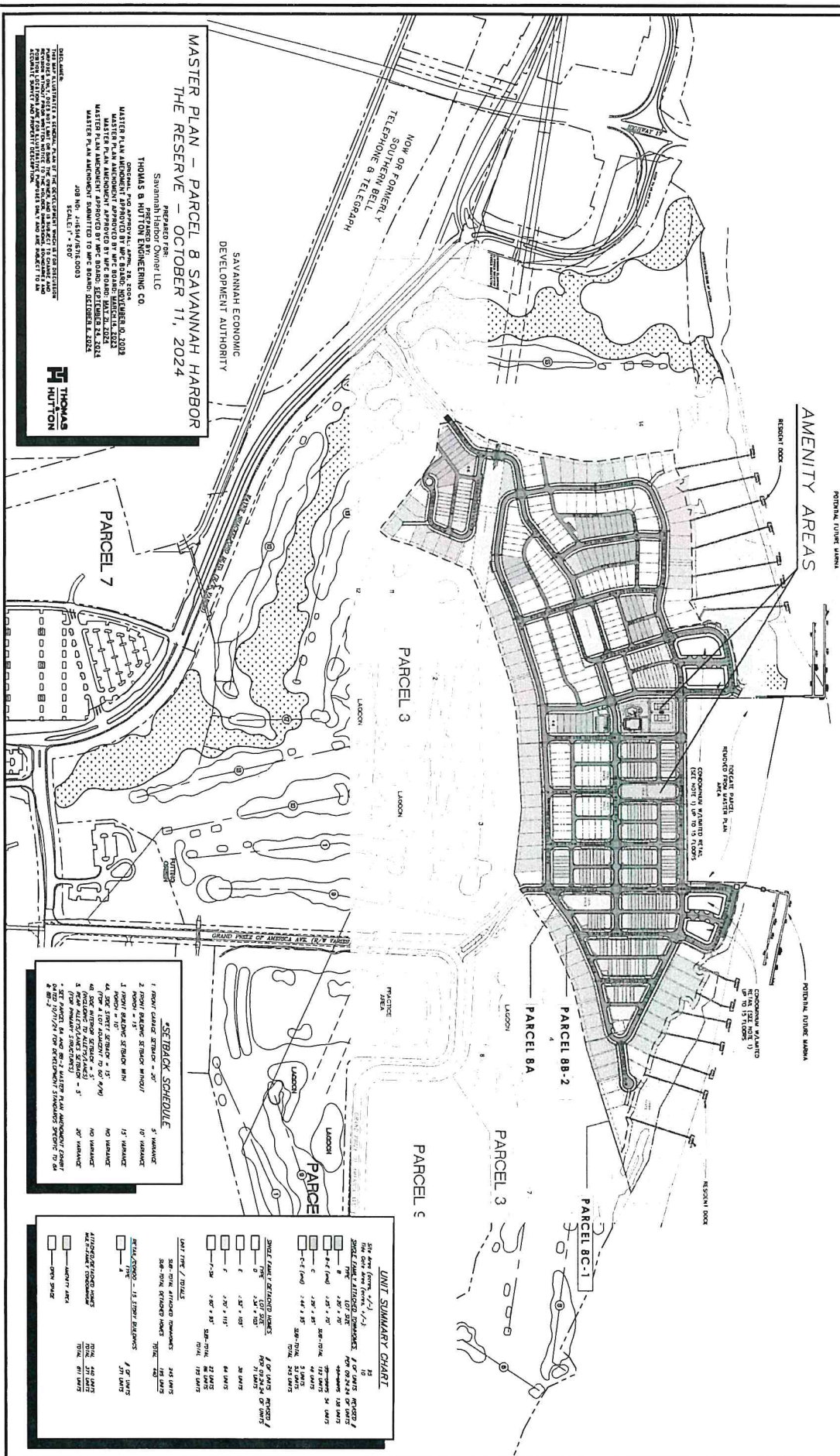
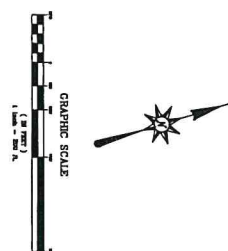
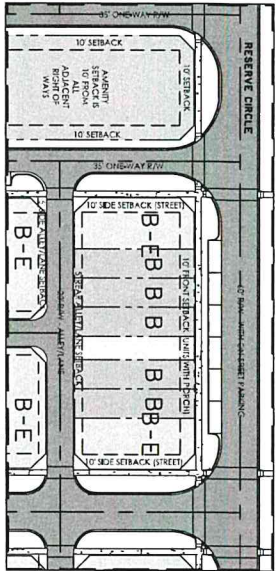


Exhibit C
Supplemental Exhibits

[illegible]

**BACK RIVER
(STATE WATERS)**





SETBACK EXAMPLE INSET - 1"=40'

- TYPE B SINGLE FAMILY ATTACHED TOWNHOMES
- TYPE B-E SINGLE FAMILY ATTACHED TOWNHOMES
- TYPE D SINGLE FAMILY DETACHED HOMES
- DEVELOPMENT STANDARD NOT APPLICABLE

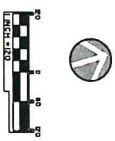
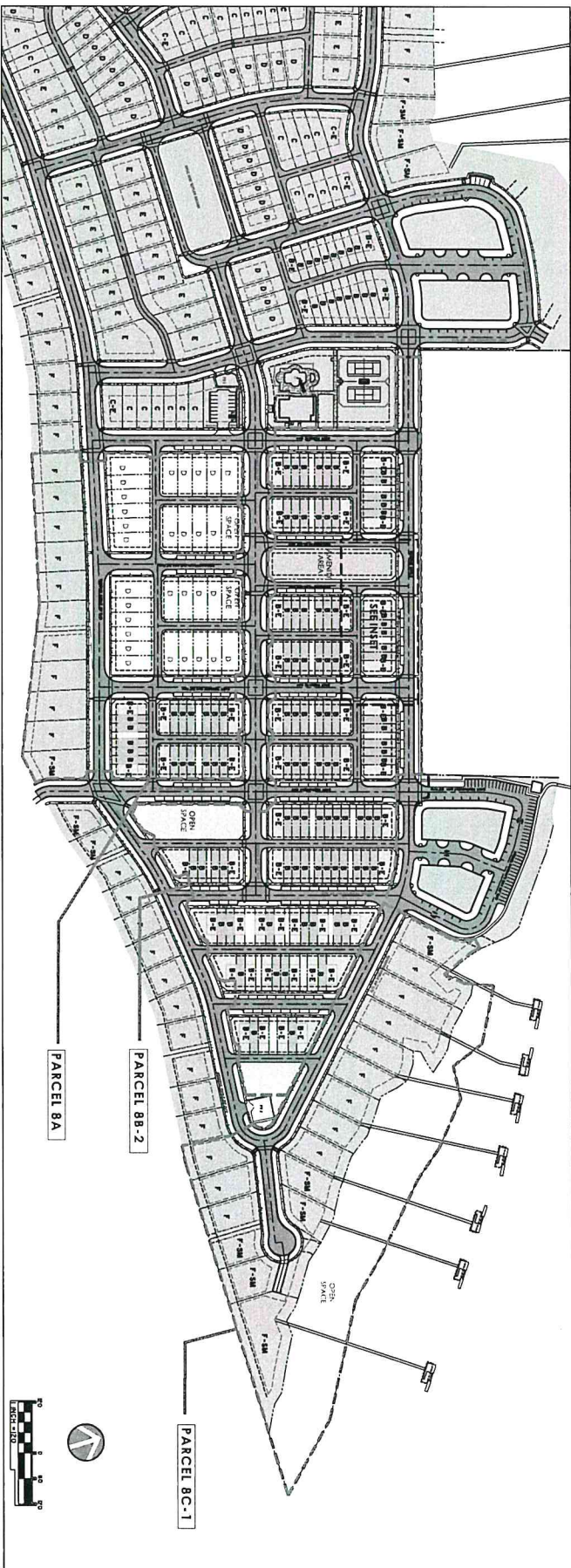
EXISTING APPROVED MASTER PLAN UNITS (11/04/24):

- (124) TYPE B SINGLE FAMILY ATTACHED TOWNHOMES
- (28) TYPE B-E SINGLE FAMILY ATTACHED TOWNHOMES
- (30) TYPE D SINGLE FAMILY DETACHED HOMES
- (11) TYPE F SINGLE FAMILY DETACHED HOMES

193 TOTAL CURRENT UNITS

PARCEL 8A & 8B-2 DEVELOPMENT STANDARDS

SETBACKS	
FRONT	10'
UNIT WITH A PORCH	15'
UNIT WITHOUT A PORCH	20'
SIDE	10'
FRONT LOADED GARAGE	5'
INTERIOR (INCLUDING ALLEYS/LANES)	5'
REAR	5'
ALLEYS/LANES	5'
LOT WIDTHS (MINIMUMS)	34'
DETACHED	20'
ATTACHED	



REDAINED 7/24
SAVANNAH HARBOR
OWNER, LLC

SAVANNAH HARBOR - PARCEL 8A & 8B-2
DEVELOPMENT STANDARDS

SAVANNAH, GEORGIA
JULY 2025

THOMAS HUTTON
50 Park of Commerce, Way
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www.thomashutton.com

This plan is a preliminary plan and is not a final plan. It is subject to change without notice. The owner is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The plan is not to be used for construction without the approval of the appropriate authorities.