CITY OF SAVANNAH

CHATHAM COUNTY, GEORGIA

WHEREAS, C5 AT SIP95, LLC, a Delaware limited liability company hereinafter referred to as the DEVELOPER, the developer of Savannah Interchange Park @ 95 located within the **TRAVIS FIELD**, consisting of 21.31 residential or equivalent residential units as shown on the attached drawing entitled Exhibit 7 prepared by Coleman Company, Inc. and dated 7/30/2025, Scale 1" = 500' and 1" = 100', 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 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, 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 hold the City harmless for any claims and damages due to the work associated with the tie-in 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 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.

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 capacity of the wastewater treatment facilities and of meeting discharge requirements 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 for Travis Field Treatment Plan and $2,726 for SW Quadrant) 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 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 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 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 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 _____2____.

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:

_____ BY: _____
WITNESS CITY MANAGER

_____ ATTEST: _____
NOTARY PUBLIC CLERK OF COUNCIL
Chatham County, Georgia

EXECUTED IN THE PRESENCE OF:

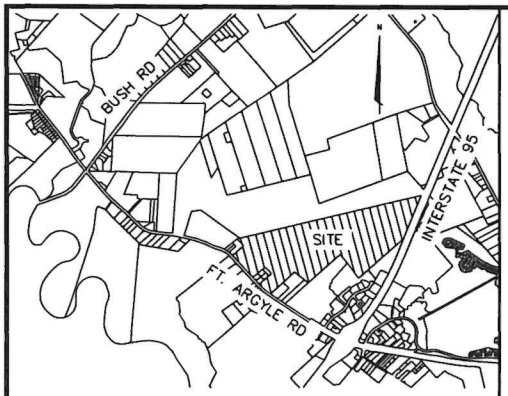
C5 AT SIP 95, LLC

_____ BY: _____
WITNESS Kelly Granson Rodney Davidson

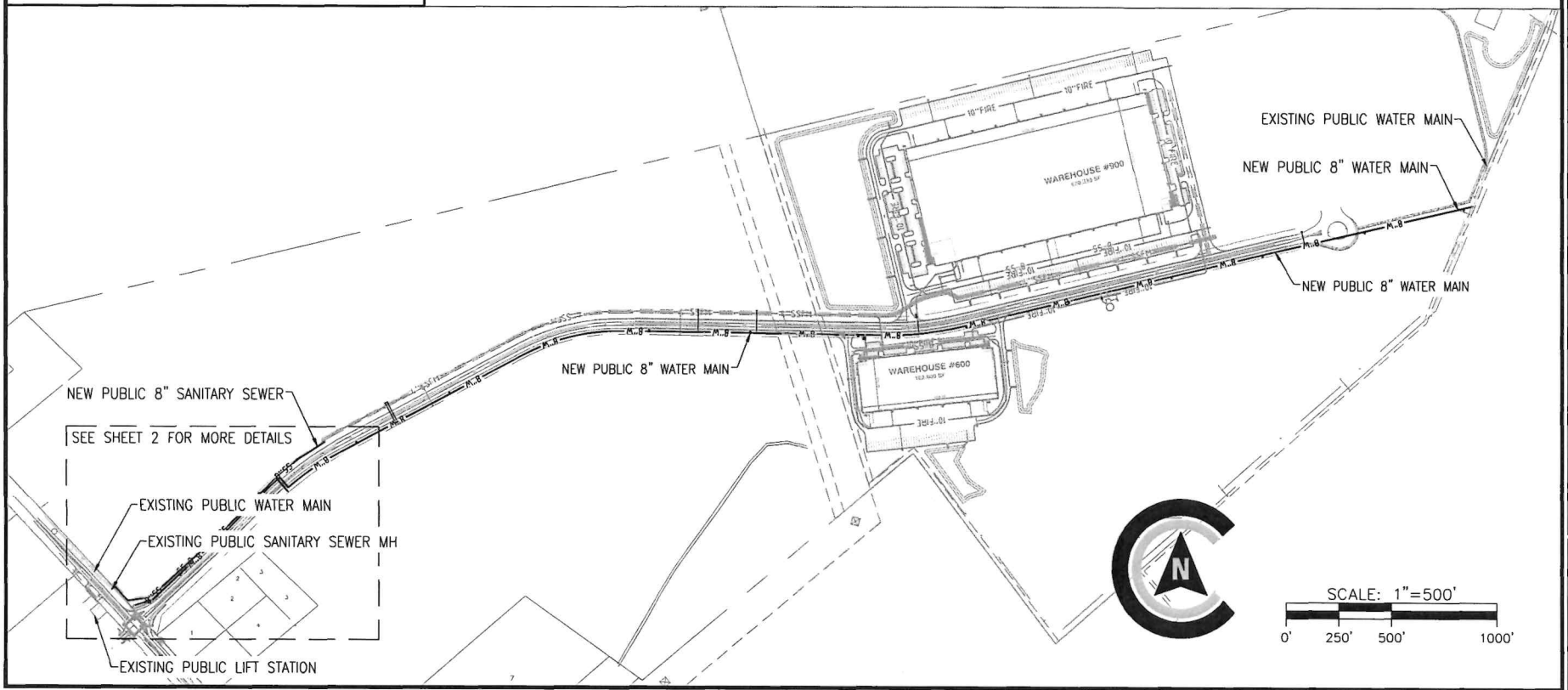
_____ Attest: _____
NOTARY PUBLIC Mitchell Townsend

AMY JOY RICHARDSON
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires October 27, 2026

(SEAL, if Incorporated)



VICINITY MAP
NOT TO SCALE



COLEMAN COMPANY
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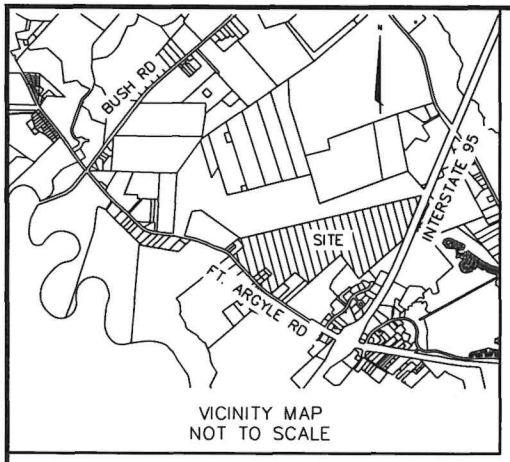
EXHIBIT 7
WATER & SEWER AGREEMENT EXHIBIT
FOR SAVANNAH INTERCHANGE PARK @ 95
PREPARED FOR C5 AT SIP95, LLC
LOCATED IN SAVANNAH, GA

JOB NUMBER: 21-879.001
DATE: 7/30/2025
DRAWN BY: WKS
CHECKED BY: DLF
SCALE: AS NOTED

SHEET: 2/3

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DATE PLOTTED: 10/12/2026 4:34 PM BY: William Steele DRAWING PATH: Q:\2021\21-879.001\OWC\Civil\Exhibits\WAS Agreement_Restrictive Covenant Exhibit\2025.07.30_21-879.001_SPINE ROAD UTILITY Exhibits.dwg



VICINITY MAP
NOT TO SCALE

NEW PUBLIC 8" SANITARY SEWER

NEW PUBLIC 8" WATER MAIN

NEW PUBLIC 8" SANITARY SEWER

NEW PUBLIC 8" WATER MAIN

EXISTING PUBLIC SANITARY SEWER MH

EXISTING PUBLIC LIFT STATION

EXISTING PUBLIC WATER MAIN

HILL-DURRENCE TRACT
322.979 AC.
14,068,957 SF.

SCALE: 1"=100'
0' 50' 100' 200'

COLEMAN COMPANY
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EXHIBIT 7
WATER & SEWER AGREEMENT EXHIBIT
FOR SAVANNAH INTERCHANGE PARK @ 95
PREPARED FOR C5 AT SIP95, LLC
LOCATED IN SAVANNAH, GA

JOB NUMBER: 21-879.001
DATE: 7/30/2025
DRAWN BY: WRS
CHECKED BY: DLF
SCALE: AS NOTED

SHEET: 3/3

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DATE PLOTTED: 10/12/2026 4:34 PM BY: William Sleutz DRAWING PATH: Q:\2021\21-879.001\DWG\Civil\Exhibits\W&S Agreement_Restrictive Covenant Exhibit\2025.07.30_21-879.001_SPINE ROAD UTILITY Exhibits.dwg