

**STATE OF GEORGIA**  
**CHATHAM COUNTY, GEORGIA**

**WATER AND SEWER AGREEMENT**

WHEREAS, WILMINGTON PARTNERS, LLC hereinafter referred to as the DEVELOPER, the developer of WILMINGTON ISLAND MARINA - PHASE 1 located at 606, 612 and 618 Wilmington Island Road consisting of 7.46 acres of land located within the **WILMINGTON ISLAND SERVICE AREA**, consisting of 152.4 residential or equivalent residential units as shown on the attached drawing entitled Wilmington Island Marina – Phase 1 prepared by Thomas & Hutton Engineering Co and dated September 22, 2022, Scale 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 and water supply facilities.

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

1. The DEVELOPER shall pay to the CITY up to a maximum \$117,660.00 for upgrades to the existing Pump Station #69 (PS-69). These upgrades will be performed by the CITY and their annual contractor. Said payment of \$117,660.00 shall be made as an additional Capital Cost Recovery fee at the rate of \$117,660.00 divided by the total ERUs for the approved Specific Development Plan (SDP) or \$772.05 per ERU with 152.4 ERUs. This additional Capital Cost Recovery fee will be paid by the DEVELOPER, or its approved assigns, to the CITY Treasurer as each customer connects to the sewage system and shall be in addition to the standard CITY water and sewer tap-in fees. Water meters will not be installed until all fees, including the connection fees, are paid.
2. 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 Televising Procedure Manual, the charge will be \$1.25 per linear foot plus a \$120.00 setup fee. 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-in to existing water and sanitary sewer systems.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities including water and sewage fees fully paid for by the DEVELOPER, or its approved assigns, except

the sewage treatment and 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 and/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 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/or 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 by the DEVELOPER 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, or its approved assigns, 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 as established by the Georgia Environmental Protection Division. The cost per residential or equivalent residential unit shall be \$3,997.05, (\$975 for Islands Transport System, \$2,250 for President Street Plant, and \$772.05 for PS-69 upgrades as described in special condition 1 of this agreement), or as provided for in the Revenue Ordinance at the time of the connection, whichever is greater. These connection fees will be paid by the DEVELOPER, or its approved assigns, 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.

IT IS FURTHER AGREED that this agreement between the CITY and 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 provision of 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 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\_\_\_\_\_.

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 \_\_\_\_\_, 20\_\_\_\_.

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:

Sanatley He  
WITNESS

\_\_\_\_\_  
DEVELOPER,  
Wilmington Partners, LLC

BY: [Signature]  
DEVELOPER SIGNATURE

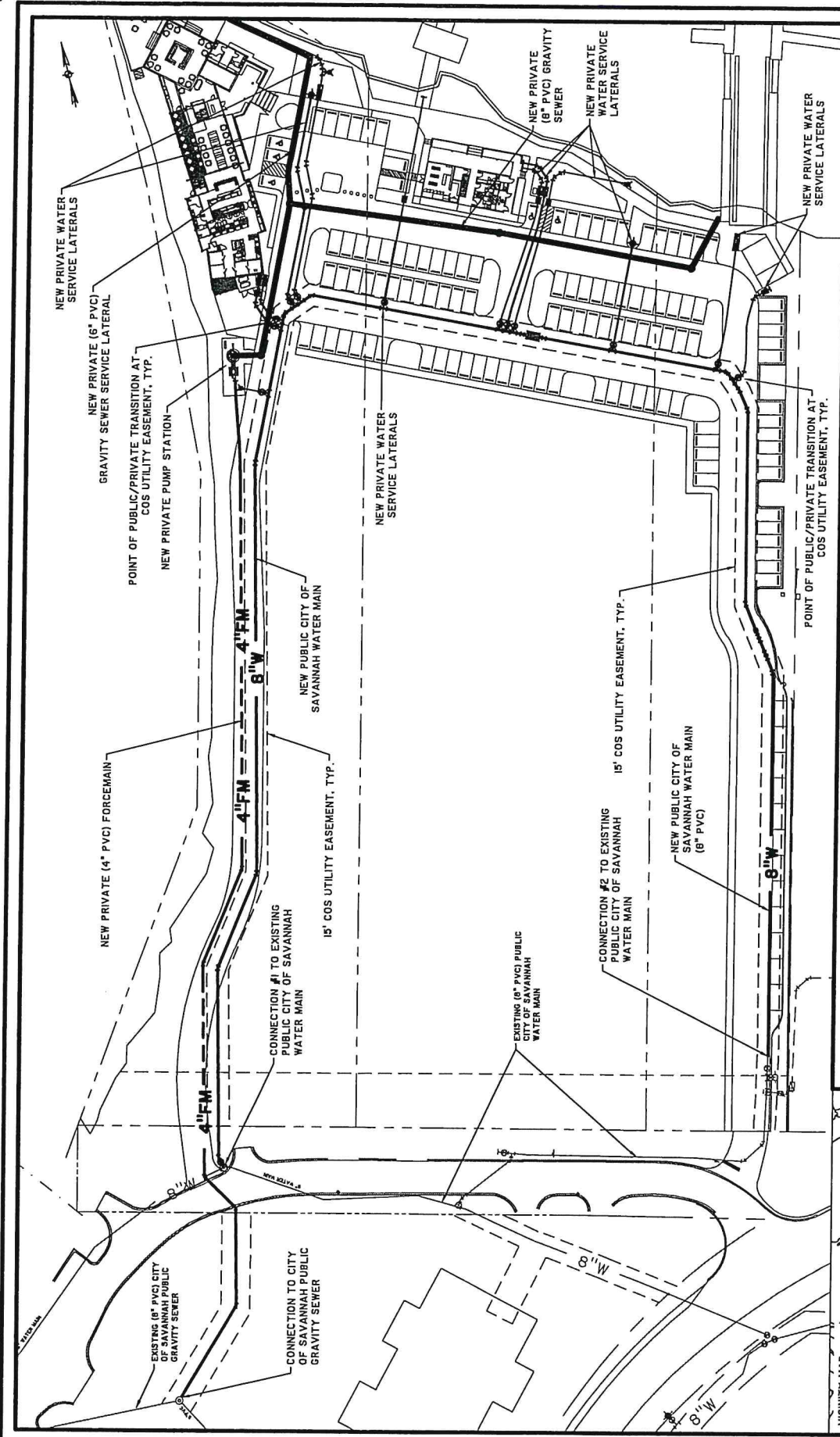
Carla Kent Simerly

Guy P. Davidson, Manager

ATTEST: \_\_\_\_\_



(SEAL, if Incorporated)



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

**WILMINGTON ISLAND MARINA - PHASE 1**  
 SHEET NAME: PUBLIC/PRIVATE WATER & SEWER EXHIBIT  
 CLIENT: WILMINGTON PARTNERS, LLC.  
 LOCATION: CHATHAM COUNTY, GA  
 DATE: 9/22/22  
 JOB NUMBER: J - 26026.0002  
 DRAWN BY: WJW  
 REVIEWED BY: JVG  
 SHEET: 1 OF 1  
 SCALE: 1" = 100'

