

## DEVELOPMENT AGREEMENT

THIS **DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between **HUTCHINSON ISLAND APARTMENTS, LLC**, a Georgia limited liability company (“Daniel”) and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“City”). Daniel and City are referred to hereinafter collectively as the “Parties” and individually as a “Party”.

### WITNESSETH:

**WHEREAS**, Daniel is the fee owner of certain real property located on Hutchinson Island in the City of Savannah and being approximately 16.4 acres of land designated as Parcel 20436 01006 as shown on Exhibit “A” attached hereto (the “Daniel Property”);

**WHEREAS**, Daniel has developed a multifamily residential apartment complex on the Daniel Property (the “Daniel Project”);

**WHEREAS**, the Daniel Project will provide needed housing in the City of Savannah and is in the best interests of the citizens of the City;

**WHEREAS**, City intends to construct certain storm water and road improvements to portions of Grand Prize of America Avenue on Hutchinson Island (the “ROW Improvements”); and

**WHEREAS**, in order to provide for the expedited and orderly development of the Daniel Project and the ROW Improvements, City has made certain agreements with Daniel, all as set forth more fully herein.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto have agreed and do agree as follows:

### **ARTICLE 1** **INTRODUCTION**

The Preamble, Recitals and Exhibits A through D are parts of this Agreement and are incorporated herein by reference. The Exhibits to this Agreement are as follows:

Exhibit A	Daniel Property
Exhibit B	ROW Improvements Area
Exhibit C	ROW Improvements Plan
Exhibit D	City Improvements

## ARTICLE 2 DEFINITIONS

In addition to any other terms which are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

“Affiliate” shall mean an entity controlled by, under common control with, or controlling the entity to which it is being designated an Affiliate. For purposes of this definition, a person (or entity) shall be deemed to “control” another person (or entity) if it owns more than 50% of the voting capital stock or other voting equity interests of such other person (or entity) or otherwise has possession, direct or indirect, of the power to direct or cause the direction of the management and policies of another person (or entity).

“Developer” means Daniel and all Affiliates or successors in title or lessees of Daniel who undertake development of the Daniel Property or who are transferred Development Rights.

“Development” means development as that term is defined in the Zoning Regulations.

“Development Rights” means actions to be undertaken by Daniel or Developer(s) in accordance with the Zoning Regulations and this Development Agreement.

“Expiration Date” shall mean the date Daniel and City have fully performed their respective obligations hereunder.

“Force Majeure” shall mean any event that causes an increase in time and/or cost of construction of the applicable construction obligation, if and so long as such event is caused by natural disaster, fire, earthquake, floods, explosion, extraordinarily adverse weather conditions, declared or undeclared war, terrorism, riots, protests, mob violence, inability to procure or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, unforeseen physical conditions, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, rules, regulations, orders of governmental or military authorities or any event of force majeure customarily found in construction contracts used in the building construction industry in the Savannah, Georgia vicinity and actually contained in the pertinent construction contract, so long as such cause is not within the control of the Party undertaking same.

“Improvements” mean the construction and installation of the storm water drainage infrastructure services as well as the construction and installation of certain street improvements, drainage facilities, landscaping/hardscape and related improvements, if any, within the “ROW Improvement Area” as shown on Exhibit “B” attached hereto.

“Zoning Regulations” mean and include Chapter 3 Zoning of Part 8 of the Code of Ordinances of the City of Savannah, and all attachments thereto, including but not limited to, the narratives, applications, site development standards and applicable ordinances as the same may be hereafter amended.

**ARTICLE 3**  
**NATURE OF ENGAGEMENT**

Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between Daniel and the City.

**ARTICLE 4**  
**TERM OF AGREEMENT**

The term of this Agreement shall commence on the date hereof, and shall continue, unless sooner terminated as herein provided, until the Expiration Date.

**ARTICLE 5**  
**OBLIGATIONS OF PARTIES**

5.1 Construction of ROW Improvements.

- (a) Daniel has had plans for the ROW Improvements prepared by Thomas and Hutton Engineering at Daniel's sole cost and expense. Daniel will provide City with copies of evidence of payment and lien waivers provided by Daniel to Thomas and Hutton for the ROW Improvement plans. Daniel has submitted the plans to the City's Development Services Department for review and approval. A copy of the current state of the plans is attached hereto as Exhibit "C". Daniel shall be solely responsible for obtaining approval of the plans, revising the plans to address any comments/concerns received from the City reviewing departments.
- (b) Once plans for the ROW Improvements have been finalized and approved (the "Approved Plans"), then City will procure all permitting, labor, materials and equipment and construct the ROW Improvements in accordance with the Approved Plans. In addition, City has agreed to perform certain improvements to Grand Prize of America Avenue as more particularly described on Exhibit "D" attached hereto (the "City Improvements").
- (c) The budget for the construction of the ROW Improvements and City Improvements is expected not to exceed \$400,000.00. After bidding and awarding the project in accordance with City procurement ordinances and regulations, then City shall promptly commence to construct the ROW Improvements and the City Improvements ("Commencement of Construction"). City shall use commercially reasonable efforts to Commence Construction within 21 days following approval of the plans and City shall diligently pursue completion of the same, subject to force majeure. City shall construct the ROW Improvements and the City Improvements in accordance with the ROW Improvement Plans in a good and workmanlike manner using a contractor of its choosing. The ROW Improvements and the City Improvements will be constructed at City's expense, in an amount not to exceed \$450,000.00. The City is exploring the history and cause of placement of tires upon the Grand Prize of America Avenue right-of-way; is exploring potential remedies, restitution, and resolutions for the City to remove the tires; as well as associated costs and requisite funding.

(d) Throughout the construction period, City shall provide Daniel with copies of all payment applications, invoices and lien waivers provided by City's contractor. Should the cost of the ROW Improvements exceed \$450,000.00, Daniel shall be responsible to cover that overage in an amount not to exceed \$50,000.00. City may request reimbursement from Daniel after City has expended the first \$450,000.00 for the construction of the ROW Improvements. Daniel shall pay such reimbursement within thirty (30) days of receipt of City's request together with applicable payment applications, invoices and lien waivers.

(e) At all times during construction of the ROW Improvements, access, ingress and egress shall be maintained to and from the Daniel Property across public roads.

5.2 Default. The parties hereto shall have available all remedies at law and in equity in the event of a default hereunder, including, without limitation, the right to seek specific performance.

## **ARTICLE 6** **MISCELLANEOUS**

6.1 Controlling Laws; Venue. This Agreement and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Georgia and all duly adopted ordinances, regulations, and policies of City now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for particular issues, all City ordinances, rules, regulations and policies are applicable. The location or venue for settlement or resolution of any and all suits, claims, controversies, or disputes arising out of or relating to this Agreement, or any breach hereof, shall be Chatham County, Georgia.

6.2 Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement or the subject matter covered by this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

6.3 Binding Effect. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties and their respective legal representatives, successors and permitted assigns.

6.4 No Third-Party Rights. The benefit of this Agreement is intended to inure only to the Parties and nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or deemed to confer any third-party beneficiary status on any person or entity not a Party to this Agreement.

- 6.5 Waiver; Time. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provisions of this Agreement or any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of the Agreement shall be construed as a waiver of such breach. Time is of the essence in the performance of the terms and provisions of this Agreement.
- 6.6 Estoppel Certificates. During the term of this Agreement, any Party may, at any time, and from time to time, deliver written notice to the other applicable Party or Parties requesting that such Party or Parties certify in writing that this Agreement is in full force and effect; that this Agreement has not been amended or modified, or if so amended, identifying said amendments; whether, to the knowledge of such Party or Parties, the requesting Party is in default or claimed default in the performance of its obligations under this Agreement, and if so, describing the nature of such default or claimed default; whether, to the knowledge of such Party or Parties, any event has occurred or failed to occur which, with the passage of time or the giving of notice, would constitute a default and, if so, specifying each such event.
- 6.7 Captions and References; Interpretation. The captions and section headings in this Agreement are for ease of reference only and are not intended to limit, describe, supplement or be part of this Agreement. Any reference in this Agreement to “Section” or “Exhibit” shall refer to the corresponding Section or Exhibit of this Agreement, unless otherwise expressly indicated. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Whenever the word “including” is used, it shall have the same meaning as “including but not limited to” and “including without limitation”. Any reference in this Agreement to “herein” or “hereof” shall refer to this Agreement as a whole rather than being limited to the particular section or subsection in which such term is used.
- 6.8 Severability. In the event that any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such provision shall be deemed an independent provision and such determination shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect and which shall be construed as to be valid and enforceable under applicable law.
- 6.9 Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) upon receipt as evidenced by delivery receipt if sent by a national overnight delivery service, or (iii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party’s name below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Parties delivered in accordance herewith:

If to Daniel: Hutchinson Island Apartments, LLC  
505 20th Street N  
Birmingham, Alabama 25203  
E-mail: [airish@danielcorp.com](mailto:airish@danielcorp.com)

With a copy to: McCorkle, Johnson & McCoy, LLP  
Attn: Robert L. McCorkle, III, Esq.  
319 Tattnall Street  
Savannah, Georgia 31401  
E-mail: [rlm@mccorklejohnson.com](mailto:rlm@mccorklejohnson.com)

If to City: City of Savannah  
Attn: City Manager  
City Hall, 2 E Bay Street  
Savannah, Georgia 31401  
E-mail: [Jay.melder@savannahga.gov](mailto:Jay.melder@savannahga.gov)

With a copy to: Office of City Attorney  
Attn: Bates Lovett, Esq.  
6 East Bay Street, Third Floor  
Savannah, Georgia 31401  
E-mail: [blovett@savannahga.gov](mailto:blovett@savannahga.gov)

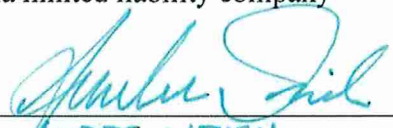
- 6.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

**HUTCHINSON ISLAND APARTMENTS,  
LLC,**  
a Georgia limited liability company

By: 

Name: ANDREW IRISH

Title: VICE PRESIDENT OF DEVELOPMENT

**CITY OF SAVANNAH,**  
a Georgia municipal corporation

By: \_\_\_\_\_

Joseph A. Melder  
City Manager

Exhibit A

Daniel Property

[See Attached]



# SAGIS Map Viewer



5/1/2025, 9:26:57 AM

 Property Boundaries (Parcels)

1:4,514  
0 0.05 0.1 0.15 0.19 mi  
0 0.07 0.3 km

SAGIS

Exhibit B

ROW Improvement Area

[See Attached]



# SAGIS Map Viewer



5/1/2025, 9:26:57 AM

Property Boundaries (Parcels)

1:4,514  
0 0.05 0.1 0.15 0.19 mi  
0 0.07 0.15 0.3 km

SAGIS

Exhibit C

ROW Improvement Plans

[See Attached]





SPECIFIC DEVELOPMENT PLANS  
OF  
GRAND PRIZE OF AMERICA AVE.  
DRAINAGE IMPROVEMENTS

HUTCHINSON ISLAND  
SAVANNAH, GA

PREPARED FOR:  
CITY OF SAVANNAH  
20 INTERCHANGE DRIVE  
SAVANNAH, GA 31415

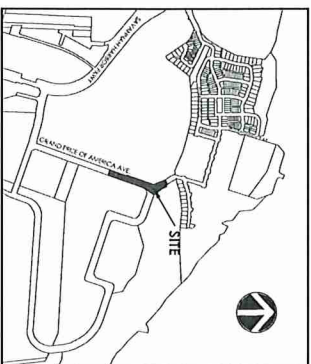
JANUARY 13, 2025

J-29249.0002

PREPARED BY:



PERMIT SET - FOR REVIEW PURPOSES ONLY



J-29249.0002  
01/13/25  
GRAND PRIZE OF AMERICA AVE.  
DRAINAGE IMPROVEMENTS

Sheet List Table	
Sheet Number	Sheet Title
C0	COVER SHEET
C0.1	GENERAL NOTES & INDEX
C1.1	EXISTING CONDITIONS PLAN
C2.1	SITE IMPROVEMENT PLAN
C2.2	SITE IMPROVEMENT PROFILES
C2.3	SITE IMPROVEMENT DETAILS
C3.1	ES & PC PLAN
C3.2	ES & PC DETAILS
C3.3	ES & PC DETAILS

REVISION HISTORY	
REV. NO.	DESCRIPTION

SUBMITTAL HISTORY	

811 logo

THOMAS & HUTTON

20 West of Commerce Way  
Savannah, GA 31405  
404.913.2100  
www.thomashutton.com

1. The first step in the synthesis of a protein is the translation of an mRNA molecule into a polypeptide chain. This process occurs in the cytoplasm of the cell, where ribosomes are responsible for the assembly of the protein.
2. The second step is the folding of the polypeptide chain into its functional three-dimensional shape. This process is often assisted by chaperone proteins, which help to prevent the protein from aggregating or misfolding.
3. The third step is the modification of the protein. This can include the addition of various chemical groups, such as phosphate groups, which can alter the protein's activity or stability.
4. The fourth step is the transport of the protein to its site of action. This can involve the protein being packaged into a vesicle and then transported to the cell membrane, where it can be released into the extracellular space.
5. The fifth step is the degradation of the protein. Once the protein has completed its function, it is often broken down into smaller peptides or amino acids, which can then be recycled by the cell.

[illegible]

OTHER UTILITIES LEGEND	
DESCRIPTION	EXTING
NATURAL GAS	— UG —
WATER	— CRF —
UNDERGROUND TUNNEL	— UT —
ELECTRICITY	— CRF —
UNDERGROUND RAILWAY	— UGR —


Abbreviations		Abbreviations	
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[illegible]



- NOTES:**
1. CONTROL OF STORMWATER THROUGHOUT THE CONSTRUCTION PERIOD SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE EXISTING DRAINAGE CONVEYANCES SHALL BE MAINTAINED BASED UPON AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY AND TAKE STEPS TO PROTECT THE EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING NEW CONSTRUCTION.
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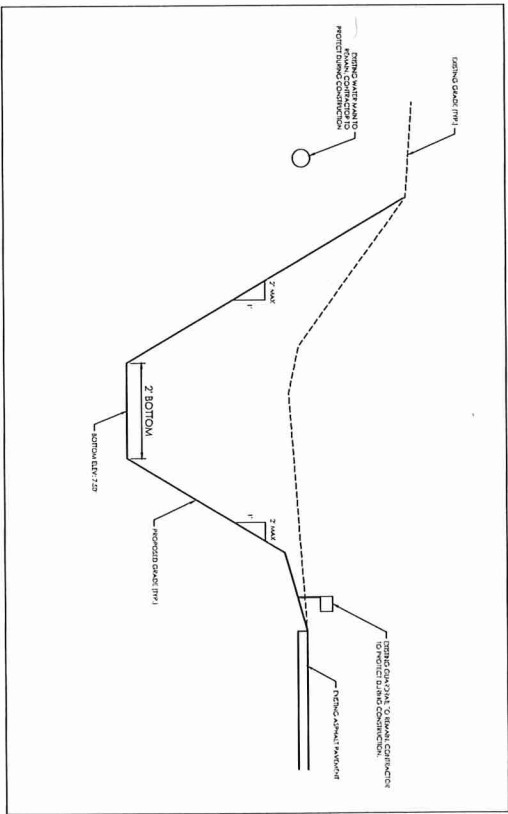
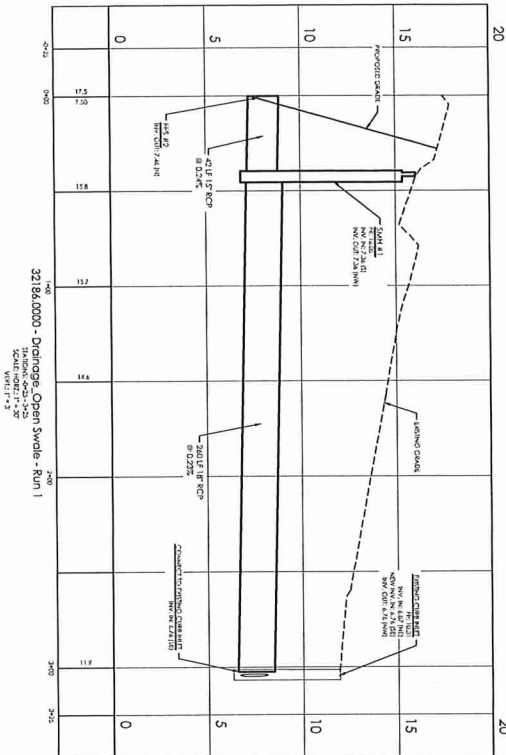
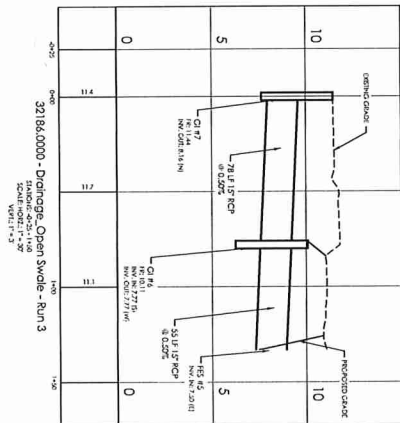
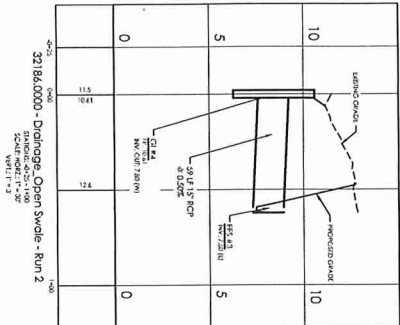
 <p><b>THOMAS &amp; HUTTON</b> INCORPORATED 1000 WEST 10TH AVENUE DENVER, CO 80202 303.733.1111 WWW.THOMASANDHUTTON.COM</p>		<p><b>EXISTING CONDITIONS PLAN</b></p> <p><b>GRAND PRIZE OF AMERICA AVE. DRAINAGE IMPROVEMENTS</b></p> <p><b>PROJECT LOCATION:</b></p> <p><b>CLIENT/OWNER:</b></p> <p><b>DATE:</b></p> <p><b>SCALE:</b></p> <p><b>BY:</b></p> <p><b>CHECKED:</b></p> <p><b>DATE:</b></p>		<p><b>GRAPHIC SCALE</b></p> <p>1" = 100'</p> <p><b>C1.1</b></p>	
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- CAUTION:** EXISTING CA POWER EQUIPMENT WITH UNDERGROUND CABLES. CONTRACTOR TO PROCEED WITH CAUTION FOR ANY AND ALL WORK ADJACENT TO THE DUCTBANK. CONTRACTOR TO COORDINATE WITH CA POWER PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY.







CROSS-SECTION A-A (PROPOSED SWALE)  
SEE SHEET C2.1 FOR ELEVATIONS

**THOMAS & HUTTON**  
3000 W. 10th Street, Suite 100  
Tulsa, Oklahoma 74107  
www.thomashutton.com

**PROJECT SET - FOR REVIEW PURPOSES ONLY**

**CLIENT/OWNER:**  
GRAND PRIZE OF AMERICA, INC.  
3000 W. 10th Street, Suite 100  
Tulsa, Oklahoma 74107

**PROJECT LOCATION:**  
32186.0000 - Drainage, Open Swale - Run 1

**DATE:** 10/1/2018

**SCALE:** 1" = 10'

**PROJECT NO.:** 18-0000

**PROJECT NAME:** GRAND PRIZE OF AMERICA, INC. DRAINAGE IMPROVEMENTS

**PROJECT LOCATION:** 32186.0000 - Drainage, Open Swale - Run 1

**DATE:** 10/1/2018

**SCALE:** 1" = 10'

**PROJECT NO.:** 18-0000

**PROJECT NAME:** GRAND PRIZE OF AMERICA, INC. DRAINAGE IMPROVEMENTS

### STANDARD CONSTRUCTION DETAILS

#### GRATE INLET DETAIL

SAVANNAH

NOTES:  
1. FRAME AND GRATE TO BE SET AS SHOWN IN SECTION 1-1.  
2. GRATE MUST BE SET TO THE TOP OF THE FRAME.  
3. GRATE MUST BE SET TO THE TOP OF THE FRAME.

PLAN VIEW

FRAME SECTION

GRATE SECTION

SAVANNAH

### STANDARD CONSTRUCTION DETAILS

#### RECTANGULAR GRATE INLET DETAIL

SAVANNAH

NOTES:  
1. FRAME AND GRATE TO BE SET AS SHOWN IN SECTION 1-1.  
2. GRATE MUST BE SET TO THE TOP OF THE FRAME.  
3. GRATE MUST BE SET TO THE TOP OF THE FRAME.

PLAN VIEW

FRAME SECTION

GRATE SECTION

SAVANNAH

### STANDARD CONSTRUCTION DETAILS

#### 6" UNDERDRAIN PIPE

SAVANNAH

NOTES:  
1. FRAME AND GRATE TO BE SET AS SHOWN IN SECTION 1-1.  
2. GRATE MUST BE SET TO THE TOP OF THE FRAME.  
3. GRATE MUST BE SET TO THE TOP OF THE FRAME.

PLAN VIEW

FRAME SECTION

GRATE SECTION

SAVANNAH

### STANDARD CONSTRUCTION DETAILS

#### FLARED END SECTION

SAVANNAH

NOTES:  
1. FRAME AND GRATE TO BE SET AS SHOWN IN SECTION 1-1.  
2. GRATE MUST BE SET TO THE TOP OF THE FRAME.  
3. GRATE MUST BE SET TO THE TOP OF THE FRAME.

PLAN VIEW

FRAME SECTION

GRATE SECTION

SAVANNAH

### STANDARD CONSTRUCTION DETAILS

#### MANHOLE COVER & FRAME DETAIL

SAVANNAH

NOTES:  
1. FRAME AND GRATE TO BE SET AS SHOWN IN SECTION 1-1.  
2. GRATE MUST BE SET TO THE TOP OF THE FRAME.  
3. GRATE MUST BE SET TO THE TOP OF THE FRAME.

PLAN VIEW

FRAME SECTION

GRATE SECTION

SAVANNAH

### STANDARD CONSTRUCTION DETAILS

#### STANDARD STORM RIGID PIPE BEDDING DETAIL

SAVANNAH

NOTES:  
1. FRAME AND GRATE TO BE SET AS SHOWN IN SECTION 1-1.  
2. GRATE MUST BE SET TO THE TOP OF THE FRAME.  
3. GRATE MUST BE SET TO THE TOP OF THE FRAME.

PLAN VIEW

FRAME SECTION

GRATE SECTION

SAVANNAH

### STANDARD CONSTRUCTION DETAILS

#### BITUMINOUS PAVEMENT REPLACEMENT

SAVANNAH

NOTES:  
1. FRAME AND GRATE TO BE SET AS SHOWN IN SECTION 1-1.  
2. GRATE MUST BE SET TO THE TOP OF THE FRAME.  
3. GRATE MUST BE SET TO THE TOP OF THE FRAME.

PLAN VIEW

FRAME SECTION

GRATE SECTION

SAVANNAH

### STANDARD CONSTRUCTION DETAILS

#### TYPICAL SWALE DETAIL

SAVANNAH

NOTES:  
1. FRAME AND GRATE TO BE SET AS SHOWN IN SECTION 1-1.  
2. GRATE MUST BE SET TO THE TOP OF THE FRAME.  
3. GRATE MUST BE SET TO THE TOP OF THE FRAME.

PLAN VIEW

FRAME SECTION

GRATE SECTION

SAVANNAH

### THOMAS & HUTTON

GRAND PRIZE OF AMERICA AVE  
DRAINAGE IMPROVEMENTS

PROJECT LOCATION:  
SAVANNAH, GA 31405

CLIENT/OWNER:  
CITY OF SAVANNAH

DATE: 10/1/2013

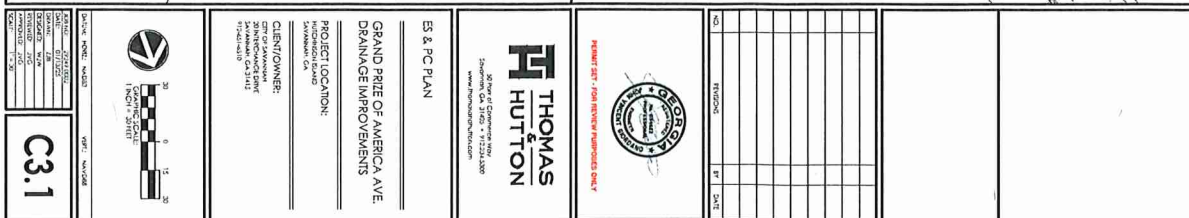
SCALE: 1" = 12"

### C2.3

SAVANNAH

[illegible]

CAVALIERE HOTEL, LLC  
1901 Peachtree Road, N.E.  
Atlanta, GA 30309









## Exhibit D

### City Improvements

1. Stripe double yellow center line.
2. Stripe bike lanes along the shoulder section of each lane if pavement width allows.
4. Post Speed Limit Signs.
5. Remove barricades and any obstructions to traffic flow.