

FIRST AMENDMENT
TO
WATER AND SEWER AGREEMENT
(Southern Woods)

THIS FIRST AMENDMENT (the “Agreement”) is made and entered into October _____, 2024, between the **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as the “City”) and **Southern Woods Atlanta, LLC**, a Delaware limited liability company, formerly known as Drapac Group 43, LLC (“Owner”):

WITNESSETH:

WHEREAS, City and Southern Woods Development, LLC entered into that Water and Sewer Agreement, dated July 19, 2004 (as amended and assigned, the “Water and Sewer Agreement”).

WHEREAS, Owner is the successor to Southern Woods Development, LLC under the Water and Sewer Agreement by virtue of acquisition of a portion of the subject real property pursuant to that certain Limited Warranty Deed dated July 15, 2014 and recorded July 23, 2014 in Deed Book 397U, page 544, Chatham County, Georgia records and that certain Quitclaim Deed dated July 15, 2014 and recorded July 23, 2014 in Deed Book 397U, Page 549 Chatham County, Georgia records, and Owner and the City desire to confirm the assignment of the rights thereunder to Owner;

WHEREAS, City and Owner desire to update the Water and Sewer Agreement to provide for the allocation and timing of the City’s provision to the Owner of water service under the Regional Water System and sanitary sewer service under the Regional Sewer System;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements and benefits to the parties, the City and the Owner agree as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Water and Sewer Agreement.
2. The City confirms that Owner has been transferred, granted, conveyed and assigned all of the right, title, interest and benefits and any unsatisfied obligations of Southern Woods Development, LLC under the Water and Sewer Agreement as it relates to the Property owned by Owner., and Owner does hereby assume all obligations of Southern Woods, LLC under the Water and Sewer Agreement which accrue from and after the date hereof.

3. Section 5 is amended by replacing the current fees with the following.

“The rates for the connection charges levied on a per ERU basis which are currently applicable are:

Water Tap-in Fee: \$600

Sewer Tap- in Fee: \$400

Water Additional Fee: \$585

Reclaim Water Connection Fee: \$600

Treatment Plant Fee: \$700

Sewer Additional Fee: \$1,056

Meter Fees will apply based relevant rate in addition to the above fees according to the revenue ordinance at the time of connection for each unit”

4. Section 7, Reservation of Water Supply and Sewage Treatment Capacity is deleted and replaced with the following:

“The accommodation for water supply and sewer conveyance would be limited to 134 ERUs to initiate on or after December 1, 2025.

The Connection charges described in Sections 4 and 5 must be paid before any customer shall be permitted to connect to the water and sewer system. The customer shall be responsible for maintaining sewage lateral line. In the case of lateral water lines, the City shall provide maintenance to and including the water meter.

Recurring water and sewer service fees based on metered water consumption shall be billed to the user in the system’s customary manner at the rates set forth in the most recent Revenue Ordinance.”

5. Section 8 of the Water and Sewer Agreement is amended by adding the following at the end thereof:

“In accordance with the April 2014 Availability Letter, additional expense for connection to the existing facilities was understood to be at the cost of the developer.”

6. Section 9 of the Agreement is amended to delete the second paragraph and replace it with the following:

“The Owner shall have the right to convey the Property, or any portion of the Property, to a new owner, and each such new owner shall have the right to water supply and sewage treatment capacity made available herein pro rata to the portion of acreage conveyed, but only if such new owner executes an agreement agreeing to be bound by the terms of this Agreement with regard to the portion of the Property purchased.”

7. Section 13 of the Water and Sewer Agreement is amended to change the address of the Owner to the following:

Owner: Southern Woods Atlanta, LLC
Attn: Richard Stevenson
1031 Marietta Street
Atlanta, Georgia 30318
E-mail: Richard@Stbourke.com

8. Section 14 of the Water and Sewer Agreement is deleted in its entirety and replaced with the following:

“Unless otherwise modified or extended by the mutual written agreement of the parties, this Agreement and any water and sewer capacity commitments contained herein shall expire within eight years following installation of the first water meter. Any unallocated water and sewer capacity remaining after the eight-year period will be returned to the City and thereafter the City will no longer be liable for any capacity made available in this Agreement.”

9. Except as specifically amended hereby, the terms and conditions of the Water and Sewer Agreement shall remain in full force and effect and the City and Owner do hereby ratify and affirm the Water and Sewer Agreement.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their seals affixed as of the day and year first above written.

Executed in the presence of:

**MAYOR AND ALDERMEN OF THE CITY OF
SAVANNAH, GEORGIA**

Witness

By:

Notary Public

Attest:

Clerk of Council

(NOTARY S E A L)

Executed in the presence of:

OWNER

Southern Woods Atlanta, LLC
a Delaware limited liability company



Witness

By: 

Sebastian Drapac, Manager



Notary Public

(NOTARY PUBLIC)

