



April 16, 2008

Mr. Trent V. Thompson, P.E.
 Thomas & Hutton Engineering Co.
 Post Office 2727
 Savannah, Georgia 31402-2727

**RE: Tennessee Commercial Warehouse
 Water and Sewer Agreement**

Dear Trent:

Enclosed is an executed water and sewer agreement for your client.

Sincerely,

A handwritten signature in black ink, appearing to read 'Harry Jue'. The signature is fluid and cursive, written over a large, light-colored circular mark.

Harry Jue
 Water and Sewer Bureau Director

HJ/aw

Enclosure

cc: Clerk of Council
 Engineering
 Development Services
 Water Quality Control
 file

WATER AND SEWER AGREEMENT
116 GULFSTREAM ROAD
SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS, PSG TERMINALS, LLC, TENNESSEE COMMERCIAL WAREHOUSE, INC., AND/OR ITS AFFILIATED COMPANIES hereinafter referred to as the **DEVELOPER**, the developer of the site at 116 Gulfstream Road Savannah Georgia, consisting of 2 modular office trailers and container storage areas, which shall have flows approximately equal to one (1) Equivalent Residential Unit (ERU), on approximately 10.46 acres of land as shown on the attached drawing entitled **Water and Sewer Extensions for 116 GULFSTREAM ROAD PROJECT** prepared by **THOMAS & HUTTON ENGINEERING CO.**, and dated, 4 December, 2007, 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 system 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 engineer inspection during construction and to ensure the contractor'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:

The City of Savannah acknowledges the 116 Gulfstream Project Site involved herein, is located on a portion of the capped Clifton Landfill. Furthermore, it is agreed that the City of Savannah will provide water and sewer service to the site provided that no permanent structures or permanent buildings requiring water and sewer services are constructed or proposed to be constructed on the site without prior written approval of the Georgia Environmental Protection Department or the City of Savannah. It is also agreed that the City will provide water and sewer service to the existing modular office trailers located at 116 Gulfstream Road by way of connection to existing City of Savannah infrastructure located along Gulf Stream Road and within the Westside Wastewater Treatment Facility. It is further agreed that the City will grant a construction easement for the water mains and force mains serving the Property that are to be located within City owned property. Furthermore, all portions of the proposed water and sewer mains outside the 116 Gulfstream Road property shall be owned, operated, and maintained by the City of Savannah following acceptance of the system. Tennessee Commercial Warehouse agrees to pay an annual operation and maintenance fee to the City for the cost to maintain the offsite water and sewer mains. The amount of this annual fee shall be calculated as follows:

$$\text{Annual Fee (Dollars)} = \frac{\text{Total Actual Construction Cost of Force Main Outside Property Boundaries}}{50 \text{ Years}}$$

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 sanitary sewers. It is further agreed that the Developer shall render the City harmless for claims, losses, and damages related to or incidental to the site's proximity to an existing landfill.

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, except the sewer treatment facility and the water supply facility, and provision of two copies of "as built" 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, except those water and sewer utilities labeled "private" on the attached drawing. 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 final acceptance of the system. 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 per dwelling unit shall be \$3,700, \$900 for Outside City Water Tap-In Fee, \$500 for Outside City Sewer Tap-In Fee, and \$2,300 for Crossroads Treatment Plant, or as provided for in the Revenue Ordinance at the time of connection, whichever is greater. This surcharge 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 surcharge, 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 to any entity not affiliated with PSG Terminals, LLC or Tennessee Commercial Warehouse 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 the DEVELOPER shall have five years from the date of this agreement to complete the project which is the subject of this agreement unless prior written approval for an extension is approved in writing by the City. Otherwise, the obligations of the CITY under this agreement shall finally terminate five (5) years after date of execution, and the City shall not be liable for any further obligation thereunder. On this basis, this agreement shall expire

April 10, 2013.

IN WITNESS THEREOF, the said 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 10 day of April, 2008.

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

Sheila M. Taylor
WITNESS

BY: Michael B. Brown
CITY MANAGER

[Signature]
NOTARY PUBLIC
Chatham County, Georgia

ATTEST: [Signature]
CLERK OF COUNCIL

(SEAL)

TANET U. TAHARKA
Notary Public, Chatham County, GA
My Commission Expires January 2, 2012

EXECUTED IN THE PRESENCE OF:

[Signature]
WITNESS

PSG TERMIALS, LLC AND TCW

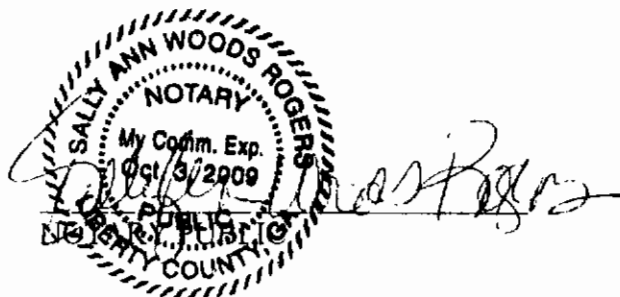
BY: [Signature]
Scott George, President PSG

ATTEST: [Signature]
Alan D. Witt, Secretary PSG

BY: [Signature]
Scott George, CEO TCW

ATTEST: [Signature]
Alan D. Witt, VP of Finance TCW

(SEAL, IT INCORPORATED)



WATER & SEWER LEGEND

- FM — PROPOSED CITY OWNED/MAINTAINED FORCE MAIN
- W — PROPOSED CITY OWNED/MAINTAINED WATER MAIN
- FM — PROPOSED TCW OWNED/MAINTAINED FORCE MAIN
- W — PROPOSED TCW OWNED/MAINTAINED WATER MAIN
- PROPOSED TCW OWNED/MAINTAINED PUMP STATION
- W — EXISTING CITY OF SAVANNAH WATER MAIN



NO.	REVISED FOR	DATE
	ISSUED FOR REVIEW	



116 GULFSTREAM ROAD
 PIN: 1-0913-01-011

LEGAL DESCRIPTION OF PROPERTY
 THE SUBJECT PROPERTY IS LOCATED AT 116 GULFSTREAM ROAD IN UNINCORPORATED CHATHAM COUNTY, GEORGIA. PROPERTY CONSISTS OF APPROXIMATELY 10.46 ACRES OF LAND.

LEGAL DESSCRPTION FROM TAX RECORDS IS "LOT B-1 RECOMBINATION OF LOT B & PARCELS 1 AND 2 LANDS OF AMBROSE".

PARCEL ID IN TAX RECORDS OF CHATHAM COUNTY, GEORGIA IS 1-0913-01-011.

THOMAS & HUTTON ENGINEERING CO.
 50 PARK OF COMMERCE WAY
 POST OFFICE BOX 2727
 SAVANNAH, GA 31402
 PHONE: (912) 234-3300
 FAX: (912) 234-2950
 WWW.THOMAS-HUTTON.COM

GEORGIA - SAVANNAH BRANCHES
 SOUTH CAROLINA - CHARLESTON, MYRTLE BEACH
 NORTH CAROLINA - WILMINGTON

TENNESSEE COMMERCIAL WAREHOUSE SITE
 CHATHAM COUNTY, GEORGIA

TCW-SAVANNAH, GULFSTREAM ROAD

WATER & SEWER EXTENSIONS

JOB NO:	J-19879.0000
DATE:	2/6/08
DRAWN:	TMM
DESIGNED:	TVT
REVIEWED:	TVT
APPROVED:	ACS
SCALE:	" = 400'

