

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

MEMORANDUM OF UNDERSTANDING

This agreement is entered into this 31st day of July, 2026 by and among Chatham County Board of Commissioners ("County"), City of Savannah ("City") and Landmark 24 Homes ("Developer").

Whereas **LANDMARK 24 HOMES** (hereafter referred to as **DEVELOPER**) proposes to undertake roadway improvements (hereafter referred to as **ROADWAY IMPROVEMENTS**) associated with the **Wild Heron Landing Major Subdivision** (hereafter referred to as **PROJECT**); and

Whereas the **ROADWAY IMPROVEMENTS** consist of a roundabout at Cherryfield Lane and Wild Heron Road; and a restricted crossing u-turn at King George Boulevard and Wild Heron Road; and

Whereas this Memorandum of Understanding applies solely to the Wild Heron Landing single-family residential subdivision as depicted on Exhibit A and the associated **ROADWAY IMPROVEMENTS** described herein. This Memorandum shall not govern, regulate, limit, or otherwise apply to any adjacent or future townhome development, multifamily development, or any other project, including any roadway improvements associated therewith. The adjacent townhome development shall remain subject solely to its separately approved plans, permits, and encroachment permit(s), independent of this Agreement; and

Whereas **Chatham County** (hereafter referred to as **COUNTY**) is the jurisdiction in which the **ROADWAY IMPROVEMENTS** limits reside; and

Whereas the **City of Savannah** (hereafter referred to as **CITY**) is the jurisdiction in which the **PROJECT** limits reside; and

Whereas the **COUNTY** and **CITY** desire to clearly define roles, responsibilities, and expectations of the **DEVELOPER** during project development, permitting, and construction; and

Whereas the **COUNTY** and **CITY** acknowledge that coordinated participation will ensure the **ROADWAY IMPROVEMENTS** and **PROJECT** advance efficiently, minimize conflicts with existing **CITY** infrastructure, and reflect local planning priorities;

Now therefore, the following is hereby mutually agreed to and understood by both parties:

1. The **COUNTY** acknowledges and the **CITY** concurs that all **PROJECT** limits are within the jurisdictional boundaries of the **CITY**.
2. The **CITY** acknowledges and the **COUNTY** concurs that all **ROADWAY IMPROVEMENTS** limits are within the jurisdictional boundaries of the **COUNTY**.
3. The **COUNTY** shall have no financial responsibility or obligation for any costs associated with the **PROJECT** or the **ROADWAY IMPROVEMENTS** contemplated by this Memorandum of Understanding.

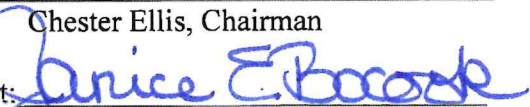
4. Nothing contained herein shall prohibit the **CITY**, or any other governmental agency or funding partner, from voluntarily participating in or contributing toward the costs of the **PROJECT** or the **ROADWAY IMPROVEMENTS** through a separate written agreement. Any such participation shall not amend or modify this Memorandum of Understanding unless expressly stated in writing by all Parties.
5. The **DEVELOPER** shall complete the **ROADWAY IMPROVEMENTS** within two (2) years following the issuance of a Land Disturbing Activities Permit from the Chatham County Department of Engineering. The **ROADWAY IMPROVEMENTS** shall be considered complete at acceptance of record drawings by Chatham County Department of Engineering.
6. The **CITY** agrees to only release building permits for Phase one (1) (as shown on Exhibit A) of the **PROJECT** prior to the completion of **ROADWAY IMPROVEMENTS** and acceptance by the **COUNTY**.
7. Should the **ROADWAY IMPROVEMENTS** not be completed within the timeframe established herein, the **CITY** will suspend issuance of new building permits for the **PROJECT**, upon receipt of request from the **COUNTY**, until the **DEVELOPER** completes the **ROADWAY IMPROVEMENTS**, unless otherwise mutually agreed upon by the **CITY**, **COUNTY**, and **DEVELOPER**.
8. The **COUNTY** agrees to reasonably cooperate in the review, permitting, inspection, and acceptance of the **ROADWAY IMPROVEMENTS** and shall not unreasonably delay approvals or inspections necessary for completion of the work. The **COUNTY** shall conduct final inspection within thirty (30) days of the **DEVELOPER'S** written request for final acceptance and shall not unreasonably withhold, condition, or delay acceptance if the **ROADWAY IMPROVEMENTS** have been completed in substantial conformance with the approved construction plans and applicable County standards.
9. Following **ROADWAY IMPROVEMENTS** completion, a one (1) year warranty period is required prior to **COUNTY** acceptance. A final inspection will be conducted at the one (1) year mark. For the warranty period, the **DEVELOPER** shall provide: 50% of the estimated cost of **ROADWAY CONSTRUCTION AND IMPROVEMENTS** by bond or letter of credit or grant the **COUNTY** security interest in 10% of the lots in Phase One of the subdivision being lots _____ and which upon completion of construction and one year warranty period has passed inspection the **COUNTY** will cancel its security interest in the lots and release such lots to **DEVELOPER**.
10. Upon final inspection following the warranty period and written acceptance of the **ROADWAY IMPROVEMENTS** by the **COUNTY**, the **COUNTY** shall accept ownership and maintenance of all **ROADWAY IMPROVEMENTS** and any associated right-of-way dedicated as part of the **PROJECT**. Upon acceptance, the **COUNTY** shall assume all responsibility for the operation, maintenance, repair, replacement, and all costs associated with the accepted improvements, including any electrical infrastructure, utility services, and related utility charges. Following such acceptance, the **DEVELOPER** shall have no further maintenance or financial responsibility for the accepted **ROADWAY IMPROVEMENTS** or dedicated right-of-way.
11. Any completion deadlines established herein shall be equitably extended for delays resulting from force majeure, utility relocations, governmental review delays, permit processing delays, third-party actions, weather events, unforeseen site conditions, material shortages, labor shortages, or other circumstances beyond the reasonable control of the **DEVELOPER**.
12. **Amendments:** This MOU may be amended only by mutual agreement of the **COUNTY**, **CITY**,

and DEVELOPER.

WITNESS the following authorized signatures made under seal as of the date hereinabove stated.

**THE BOARD OF COMMISSIONERS
OF CHATHAM COUNTY:**

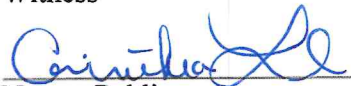
By: 
Chester Ellis, Chairman

Attest: 

Title: Clerk of Commission

Signed, sealed and delivered
This 5th day of August,
2026, in the presence of:


Witness


Notary Public

My Commission Expires 12/10/2027

**THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH:**

By: _____
Joseph Melder, City Manager

Attest: _____

Title: _____

Signed, sealed and delivered
This _____ day of _____,
2026, in the presence of:

Witness

Notary Public



LANDMARK 24 HOMES:

By: [Signature]
Bryan Wardlaw, Chief Development Officer

Attest: _____

Title: Chief Development Officer

Signed, sealed and delivered
This 23rd day of July,
2026, in the presence of:

[Signature]
Witness

[Signature]
Notary Public



