

STATE OF GEORGIA

COUNTY OF PAULDING

AMENDMENT 1

DEVELOPMENT AGREEMENT BETWEEN

**PINEHILL INVESTMENTS, Ltd.
AND**

CITY OF DALLAS, GEORGIA

WEST DALLAS SEWER COLLECTOR PROJECT

SHEFFIELD HIGHLANDS DEVELOPMENT PHASE 1

This Agreement is made this 12th day of May, 2022, by and between City of Dallas, Georgia, a political subdivision of the State of Georgia, (hereinafter "City of Dallas"), and Pinehill Investments, Ltd. (hereinafter "Owner"), its successors and assigns, and collectively "the parties."

WHEREAS, Owner is the titleholder of certain properties located within land lots 1070, 1089, 1090, 1091, 1092, 1093, 1139, 1140, 1141, and 1142, of the 3rd District, 3rd Section within Paulding County, Georgia (hereinafter referred to as "Sheffield Highlands Development Phase 1") and intends to market the property to a developer/homebuilder for the construction of 721 residential lots and 17.02 acres of commercial; and

WHEREAS, the City of Dallas desires to install gravity sewer in the West Dallas Sewer Basin to assist in expanding economic development, and further expand sewer access within the service area; and

WHEREAS, the City of Dallas will construct the West Dallas Sewer Collector System ("WDSCS"), which has been a key element of the City's Wastewater Master Plan for many years. The construction of this gravity-flow system will eliminate (6) six sewer lift stations and (14,000) Fourteen Thousand feet of 16-inch force main and replace (8,200) Eight Thousand Two Hundred feet of existing 12-inch and 10-inch gravity flow sewer known as the "Weaver Creek Line"; and

WHEREAS, the City of Dallas will finance construction of the system through loans from the Georgia Environmental Finance Authority (hereafter known as "GEFA"). The City will repay the loan, interest, and associated costs by establishing a per-lot fee for all future developments seeking connection to the West Dallas Sewer Collector System; and

WHEREAS, the attached **Addendum A** "West Dallas Sewer Collector System Plans and Components," identifies the scope, construction time schedule and projected costs of the system to include: one 4,291 GPM Regional sewer lift station; 4,000 feet of 18-inch sewer force main; 850 feet of 24-inch diameter gravity sewer piping; approximately 21,000 feet of 20-inch diameter gravity sewer piping , approximately 13,800 feet of 18inch diameter gravity sewer piping: approximately 4,200' 16-inch diameter gravity sewer piping; approximately 16,500 feet of 12-inch diameter gravity sewer piping, and approximately 5,000' of 10-inch and 8-inch diameter gravity sewer piping; and related components. Replacement of 8,200 feet of existing 12-inch and 10-inch diameter gravity sewer piping known as "Weaver Creek Line" with 4000 feet of 16-inch diameter gravity

sewer piping and 4,200 feet of 12-inch diameter gravity sewer piping and all tie-in/reconnections; and

WHEREAS the current estimated cost to construct the WDSCS is \$17,226,525.00 (Seventeen Million Two Hundred Twenty-Six Thousand Five Hundred Twenty-Five Dollars); and

WHEREAS the City of Dallas projects a total of 9,349 (Nine Thousand Three Hundred Forty-nine) future lots to be serviced by the project; and

WHEREAS, the cost of the project divided by the number of lots expected to be served equals \$1,843.00 (One Thousand Eight-hundred Forty-three dollars) and shall be known as the "Sewer Basin Fee;"; and

WHEREAS, upon any property owner's request for connection to the WDSCS on or after January 1, 2021, such property owner shall be required to pay to the City of Dallas the Sewer Basin Fee of \$1,843.00 for each proposed connected lot and/or the commercial equivalent unit requirement upon the issuance of the Land Disturbance Permit by the governing authority. The aforementioned Sewer Basin Fee shall not be applied to any/all prior development agreements, development upgrades, and development system improvements required by the City prior to January 1, 2021 and

WHEREAS, Sheffield Highlands Development Phase I will contain 721 (Seven hundred twenty-one) residential lots; and

WHEREAS, Owner agrees to prepay the sum of \$422,047.00 (Four Hundred Twenty-Two Thousand Forty-Seven Dollars) to the City of Dallas in NON-REFUNDABLE CASH, at the time of Land Disturbance Permit issuance for Sheffield Highlands Development Phase I. The balance of \$906,756.00 (Nine Hundred Six Thousand Seven Hundred Fifty-Six Dollars) in NON-REFUNDABLE CASH shall be paid within 7 (seven) business days of the close of sale for the initial 229 lots, or by **May 15, 2022**, whichever is sooner. Total of said payments shall fully satisfy Owner's obligation for payment of the non-refundable Sewer Basin Fee of \$1,843.00 per lot for 721 lots; and

WHEREAS, the City of Dallas will be responsible for all costs for the design and construction of the WDSCS; and

WHEREAS, Owner is a voluntary party to this Development Agreement which is based on the ability of the Owner to obtain sanitary sewer service necessary for the development of Sheffield Highlands Development Phase I; and

NOW THEREFORE, in consideration of the sum of (\$10.00) ten dollars and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

- 1.

The City of Dallas will be solely responsible for the design and construction of the WDSCS.

2.

Upon connection by any property owner to the WDSCS, the property owner will pay to the City of Dallas, Georgia, \$1,843.00 in cash for each connected lot and/or the commercial equivalent unit requirement ("Sewer Basin Fee") based off the Equivalent Residential Unit "ERU" formula at time of issuance of the land disturbance permit.

3.

Owner agrees to prepay the sum of \$422,047.00 (Four Hundred Twenty-Two Thousand Forty-Seven Dollars) to the City of Dallas in NON-REFUNDABLE CASH, at the time of Land Disturbance Permit issuance for Sheffield Highlands Development Phase I. The balance of \$906,756.00 (Nine Hundred Six Thousand Seven Hundred Fifty-Six Dollars) in NON-REFUNDABLE CASH shall be paid within 7 (seven) business days of the close of sale for the initial 229 lots, or by **June 6, 2022**, whichever is sooner. Total of said payments shall fully satisfy Owner's obligation for payment of the non-refundable Sewer Basin Fee of \$1,843.00 per lot for 721 lots whether or not all 721 lots are connected to the WDSCS. In addition to this Sewer Basin Fee, there shall be the normal Sewer Tap Fee, per lot, as defined in paragraphs 4 & 5 below.

4.

The owner agrees to pay \$5,100.00 (Five Thousand One Hundred Dollars), per lot residential Sewer Tap Fee which shall be in addition to the \$1,843.00 Sewer Basin Fee;

Residential Sewer Tap Fee will be paid to the City of Dallas, at the time of application for any building permits for Sheffield Highlands Development Phase I.

5.

For any commercial sewer taps, the Owner shall pay a minimum of \$10,000.00 (Ten Thousand Dollars) per lot, as a Commercial Sewer Tap Fee, for any other amount over and above this \$10,000.00 minimum fee to be determined by the Equivalent Residential Unit "ERU" formula. The Commercial Sewer Tap Fee shall be paid by the Owner to the City of Dallas at the time of application for any building permit for a commercial lot for Sheffield Highlands Development Phase I.

Residential or Commercial sewer tap fees shall be paid in addition to the \$1,843.00 per lot Sewer Basin Fee.

6.

In the event the City Regional Lift Station is not operational by July 1, 2022, the Owner may install its own lift pump and overground metal piping necessary to reach the Pumpkinvine (WPCP). Owner will bear this cost. Any lift pump, overground piping or temporary sewer plan, must be approved by all governmental entities with jurisdiction, including, but not limited to the City of Dallas, Paulding County, Georgia and the Georgia Environmental Protection Division. City of Dallas and Owner agree to adhere to all governmental requirements at the time any temporary sewer pump plan is created. This plan will utilize all currently installed, tested, accepted, and governmentally-

approved infrastructure, along with addressing the current sewer transporting need: i.e., pumping from development manhole, regional sewer lift station receiving manhole and/or engineer recommendation. Any temporary plan for such sewer will only allow use of such plan by a maximum of 229 lots within Sheffield Highlands Development Phase I.

7.

The Owner shall hold the City of Dallas harmless for any and all liability for any and all damages including but not limited to attorney fees caused by the owner's installation and use of lift pump or over the ground metal piping necessary to reach the Pumpkinvine (WPCP).

8.

Except as otherwise provided herein, upon execution of this Agreement by both parties, the City will provide all necessary certification regarding sanitary sewer service to the agency responsible for approving permitting, inspecting, construction plans, final plats, building permits, and certificates of occupancy.

9.

Owner agrees to notify and bind any of its successors to this Agreement; successor(s) in title to Sheffield Highlands Development Phase I will be responsible for any unpaid portion of the agreement. Any unused prepaid sewer basin fees may be transferred to a subsequent successor and/or assign to the title of Sheffield Highlands

Development Phase I. Any transfer or assignment of the title to Sheffield Highlands Development Phase I, shall require any such transferee or assignee to be responsible and liable for the terms and conditions of this agreement.

10.

Should any dispute arise out of this Agreement the parties hereto consent that venue and jurisdiction for any litigation concerning this agreement, bid or dispute and all documents or contract(s) concerning this matter must be asserted in and determined by the Superior Court of Paulding County, Georgia. (The parties hereto also waive any right to object to venue and jurisdiction for any litigation concerning this Agreement which must be asserted in and determined by the Superior Court of Paulding County, Georgia.) The parties also agree and consent that this Agreement and any litigation concerning this Agreement must be construed and determined pursuant to the Laws of the State of Georgia.

11.

This Agreement sets forth the full and complete agreement of the parties hereto concerning the subject matter herein and may not be altered or amended without the express written consent and agreement of both parties hereto.

12.

This Agreement and/or any controversy or litigation arising out of this Agreement, will be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in its name by its duly authorized officers, this ____ day of _____, 2022.

Signed, sealed and delivered in the presence of:

City of Dallas, Georgia

Unofficial Witness

By: _____
James Kelly

Its: Mayor

Notary Public
[NOTARIAL SEAL]

Signed, sealed and delivered Pinehill Investments, Ltd. (OWNER) in the presence of:

Unofficial Witness

Pinehill Investments, Ltd. (Owner)
By: Pinehill Investments, Inc., Its General Partner

Notary Public
[NOTARIAL SEAL]

By: _____
W. Barrett Howell, II,
Its: President

ADDENDUM A

Project: Pumpkinvine Outfall Sewer (West Basin)

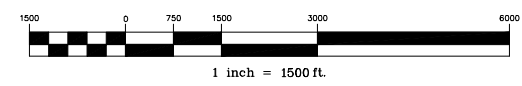
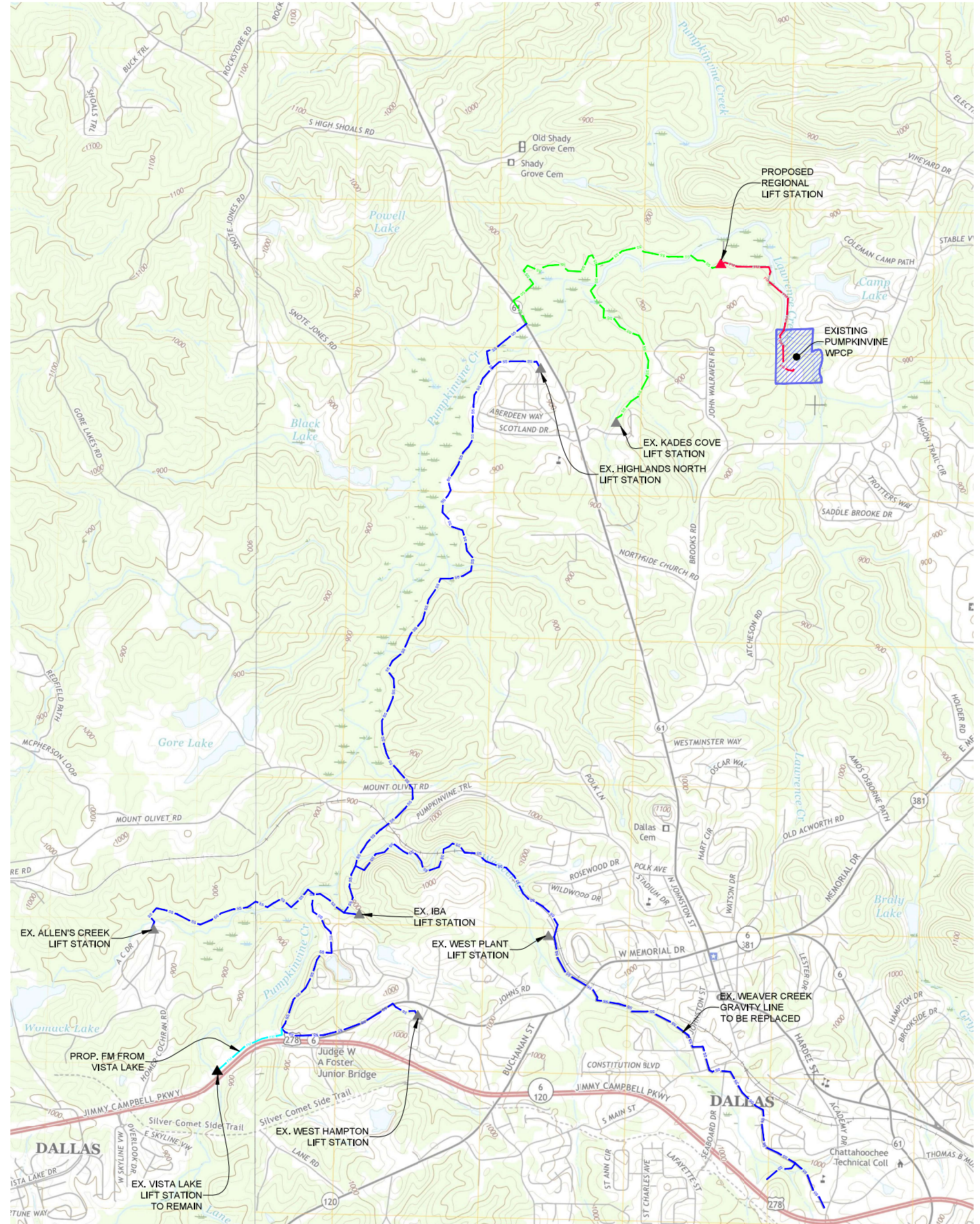
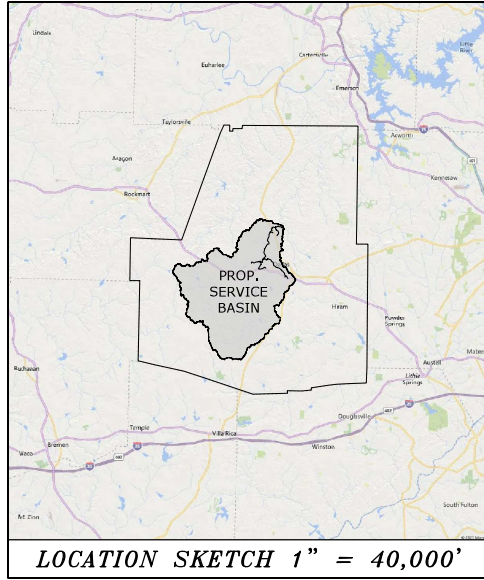
Item Description	Units	Quantity	Unit Cost	Total Cost
Mobilization	Allowance	1	\$ 400,000	\$ 400,000
Clearing and Grubbing	Acres	60	\$ 4,000	\$ 240,000
Erosion Control	Acres	60	\$ 8,500	\$ 510,000
12" PVC	LF	12500	\$ 70	\$ 875,000
18" PVC	LF	13800	\$ 155	\$ 2,139,000
20" PVC	LF	21000	\$ 170	\$ 3,570,000
24" PVC	LF	850	\$ 190	\$ 161,500
18" C900 PVC FM	LF	4000	\$ 120	\$ 480,000
Trench Check Dams	EA	20	\$ 1,000	\$ 20,000
4' Diameter MH	EA	190	\$ 3,800	\$ 722,000
6" Diameter MH	EA	4	\$ 5,200	\$ 20,800
ARV Assemblies	EA	1	\$ 7,500	\$ 7,500
36" Casing	LF	120	\$ 530	\$ 63,600
30" Casing	LF	500	\$ 460	\$ 230,000
24" Casing	LF	150	\$ 400	\$ 60,000
18" Casing	LF	420	\$ 370	\$ 155,400
New Pump Station	Allowance	1	\$ 1,400,000	\$ 1,400,000
Permanent Grassing	Acres	60	\$ 3,700	\$ 222,000
Pavement Demo/Replacement	SY	300	\$ 60	\$ 18,000
Traffic Control	Allowance	1	\$ 25,000	\$ 25,000
LS Demo	EA	6	\$ 10,000	\$ 60,000
Bypass Pumping	Allowance	6	\$ 1,500	\$ 9,000
Cut and Plug Ex. SS	Allowance	1	\$ 2,500	\$ 2,500
Record Drawings	Allowance	1	\$ 12,000	\$ 12,000
Construction Sub-total				\$ 11,403,300
Contingency (20%)				\$ 2,400,000
Construction Grand Total				\$ 13,803,300
Project Engineering Report				\$ 17,500
Survey				\$ 120,000
Geotech Investigation				\$ 50,000
NEPA				\$ 15,000
Design				\$ 775,000
Permits				\$ 40,000
Easements (prep 7 plats)				\$ 5,000
Bidding Assistance				\$ 45,000
Const. Admin				\$ 200,000
Resident Project Eng.				\$ 230,000
Consulting Services Sub-total				\$ 1,497,500
Consultant Contingency (10%)				\$ 150,000
Professional Services Total				\$ 1,647,500
Project Grand Total				\$ 15,450,800

ADDENDUM A

Project: Weaver Creek Outfall (replacement) Sewer

Item Description	Units	Quantity	Unit Cost	Total Cost
Mobilization	Allowance	1	\$ 75,000	\$ 75,000
Clearing and Grubbing	Acres	7.5	\$ 2,750	\$ 20,625
Erosion Control	Acres	7.5	\$ 8,500	\$ 63,750
12" PVC	LF	4000	\$ 70	\$ 280,000
16" PVC	LF	4200	\$ 135	\$ 567,000
Trench Check Dams	EA	5	\$ 1,000	\$ 5,000
4' Diameter MH	EA	30	\$ 3,800	\$ 114,000
30" Casing	LF	160	\$ 460	\$ 73,600
24" Casing	LF	80	\$ 400	\$ 32,000
Permanent Grassing	Acres	7.5	\$ 3,700	\$ 27,750
Pavement Demo/Replacement	SY	450	\$ 60	\$ 27,000
Traffic Control	Allowance	1	\$ 10,000	\$ 10,000
Bypass Pumping	Allowance	1	\$ 75,000	\$ 75,000
Record Drawings	Allowance	1	\$ 8,500	\$ 8,500
Construction Sub-total				\$ 1,379,225
Contingency (15%)				\$ 210,000
Construction Grand Total				\$ 1,589,225
Project Engineering Report				\$ 5,000
Survey				\$ 23,000
NEPA				\$ 5,000
Design				\$ 80,000
Permits				\$ 7,500
Bidding Assistance				\$ 5,000
Const. Admin				\$ 20,000
Resident Project Eng.				\$ 24,000
Consulting Services Sub-total				\$ 169,500
Consultant Contingency (10%)				\$ 17,000
Professional Services Total				\$ 186,500
Project Grand Total				\$ 1,775,725

ADDENDUM A



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DESIGN: MLJ
DRAWN: YMS
CHECK: MLJ

BAR BELOW IS 1" LONG FOR SCALES SHOWN ON THIS SHEET. IF NOT 1" LONG ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER	SCALE	DATE	REVISION	DATE
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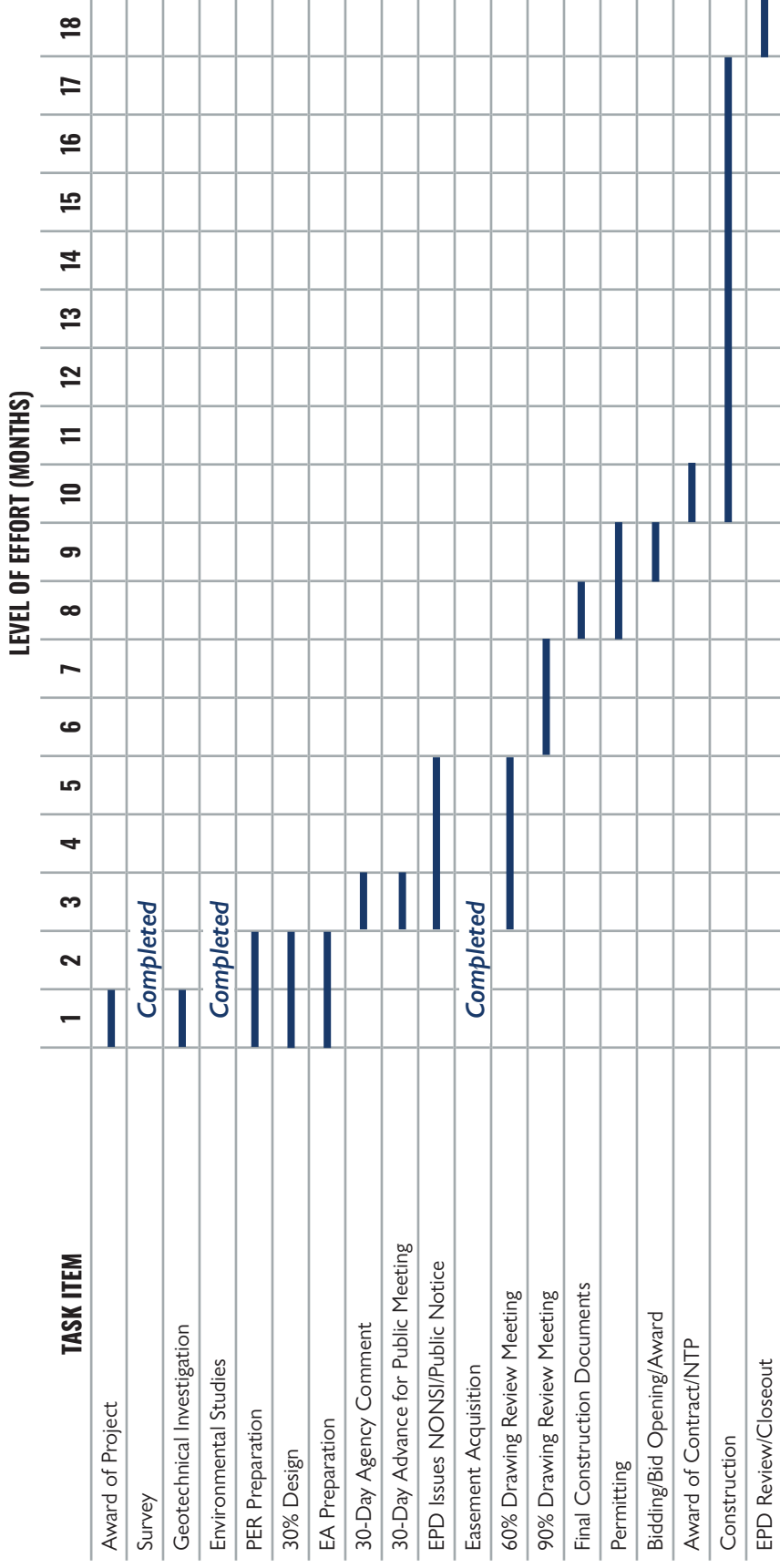
EDISON ENGINEERING GROUP
MUNICIPAL ENVIRONMENTAL-LAND PLANNING
 2203 Charles Hardy Parkway • Dallas, GA 30157
 Office (770) 505-8115

WEST DALLAS COLLECTOR SEWER EXTENSION
PROJECT OVERVIEW EXHIBIT

SHEET NO.
AP. B

PROJECT SCHEDULE

PHASE I



PHASE II

