COMPREHENSIVE AGREEMENT

This COMPREHENSIVE AGREEMENT (this "Agreement") entered this 19th day of April, 2018, by **SLF IV – GA SINCLAIR, LLC**, its, successors and assigns (hereinafter "Developer"), and **BRUNSWICK-GLYNN COUNTY WATER & SEWER COMMISSION**, a body corporate and politic created by Local Act of the General Assembly of the State of Georgia (hereinafter "Utility").

WITNESSETH THAT:

WHEREAS, the Utility owns and operates the water and wastewater system serving customers inside the limits of the City of Brunswick and in the unincorporated portion of Glynn County, Georgia (hereinafter "System");

WHEREAS, Developer owns property within the System on the east side of Lawrence Road on Saint Simons, Georgia, known as "Sinclair" (hereinafter the "Property") and desires that the Property be serviced by the System;

WHEREAS, Developer desires to improve the sewer infrastructure located on and serving the Property, including the installation and manifold of a new parallel force main and upgrades to a wastewater lift station known as Lift Station 2056 to serve the Property (hereinafter the "Project");

WHEREAS, the Utility has created a uniform Unsolicited Proposal Policy (hereinafter the "Policy") through which private entities may submit proposals the Utility is not currently pursuing and to provide a mechanism through which the System may be improved with minimal concurrent cost to the Utility;

WHEREAS, the Developer submitted an unsolicited proposal dated March 21, 2018 (hereinafter the "Proposal") pursuant to the Policy to address capacity shortages to support the Project;

WHEREAS, the Utility and Developer desire to enter into this Comprehensive Agreement (hereinafter the "Agreement") wherein Developer will pay for the Project and the Utility will reimburse Developer through applying an equivalent amount of credit toward future capital improvement fees that would otherwise be due upon the phased development of the Property;

WHEREAS, it is the intention of the parties hereto to enter into this Agreement to provide a statement of the respective covenants, conditions and agreements in connection with the Project;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. CONTRACT DOCUMENTS

(a) This Agreement consists of this document and other documents which are incorporated herein by reference as though set forth fully herein as follows:

(1) Developer's Proposal, including Addendums, if any;

(2) Utility Purchasing Policy;

(3) Utility Water and Wastewater Systems Development Procedures;

(4) Preliminary Engineering Report dated March 20, 2018;

(5) Offsite Water and Sewer Detailed Design Drawings and Construction Plans [as included in the Sinclair plans] to be prepared to the mutual satisfaction of the Parties following execution of the Agreement;

(b) In case of any conflicts, the terms and conditions set forth in this Agreement shall control over the terms and conditions of the documents incorporated herein by this Section 1, Contract Documents.

2. REPRESENTATIONS AND WARRANTIES

Developer hereby represents and warrants to Utility as follows:

(a) **Good Standing.** Developer is a Limited Liability Company in the State of Texas, duly organized, validly existing, and in good standing under the laws of Texas and authorized to transact business in the State of Georgia, and has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, including Georgia.

(b) **Authority and Compliance.** Developer has full power and authority to execute and deliver this Agreement and accompanying Contract Documents outlined in Section 1 above, and to incur and perform the obligations provided for therein, all of which has been duly authorized by all proper and necessary action of the appropriate governing body of Developer. To the best of its knowledge, Developer is in compliance with all laws and regulatory requirements to which it is subject.

(c) **Binding Agreement.** This Agreement, including the other Contract Documents incorporated herein outlined in Section 1 above, executed by Developer and Utility constitute valid and legally binding obligations of Developer and Utility, enforceable in accordance with their terms.

(d) **No Conflicting Agreements.** To the best of Developer's knowledge, there is no charter, articles, bylaw, stock provision, operating or partnership agreement, or other document pertaining to the organization, power, or authority of Developer and no provision of any existing agreement, mortgage, indenture, or contract binding on Developer or affecting its property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement and the Contract Documents.

(e) **Continuation of Representation and Warranties.** All representations and warranties made under this Agreement shall be deemed to be made at and as of the date hereof.

3. RESPONSIBILITIES

(a) Developer shall provide to Utility the Preliminary Engineering Report, including plans sufficient to bid the Project in accordance with Utility Purchasing Policy;

(b) Utility will solicit and review bids for the Project in accordance with the Utility Purchasing Policy;

(c) The Scope of Work for the Project shall include the improvements as outlined in the Preliminary Engineering Report, including, but not limited to the following ("Scope of Work"):

1. **Phase One:**
    i. Upgrades to Lift Station 2056 sufficient to ensure operation at 530 gpm at 135 feet of tdh, including but not limited to:
        1. Upgrade existing pumps to the following specifications:
            a. Flygt model NP 3202 3-phase;
            b. 468 Impeller;
            c. 45 Horsepower;

2. **Phase Two:**
    i. Upgrades to force main:
        1. Approximately 3,250 feet of new 6-inch diameter force main parallel to existing force main beginning near Lift Station 2032 and extending North along Frederica Road and Lawrence Road;
        2. Tie into new force main into existing force main prior to the manifold at Frederica Stables;

(d) The Scope of Work shall be limited to the work identified in this Agreement, and shall not be changed unless agreed to by both Parties in writing.

(e) Developer shall in good faith enter into negotiations to contract with the contractor whom Utility votes to be awarded the contract;

(f) Developer shall manage the Project in a reasonable manner;

(g) Utility shall have an opportunity to review and approve or disapprove of all change order requests;

(h) Utility shall have the right to inspect the Project at any time;

(i) Developer shall have the right to complete the project in two (2) phases as set out in Section 3(c) of this Agreement, or to construct both phases at one time.

(j) Upon completion of one or both phases of the Project, Developer shall dedicate such Project improvements to the Utility in accordance with the Utility Water and Wastewater Systems Development procedures;

(k) Utility has the right to inspect and accept or refuse to accept each phase of the Project improvements in the event the Scope of Work for such phase was not completed in accordance with the Contract Documents;

(l) Utility shall inspect and test the improvements to ensure the Scope of Work for each phase was performed satisfactorily and results in a minimum of 530 gpm at 135 feet of tdh;

1. If Utility determines that the Scope of Work is completed in a satisfactory manner, yet results in less than 530 gpm at 135 feet of tdh, Utility may:
    i. Demand additional improvements payable by Developer, and credited as outlined herein, or
    ii. Reduce the credited amount by the amount necessary to make the improvements perform as required by this Agreement;

(m) Upon dedication of each phase of the project improvements, Utility shall apply credit as outlined in Section 4 herein toward future capital improvement fees that would otherwise become due from Developer in an amount equal to all amounts paid by the Developer and not refunded.

4. CREDIT FOR AMOUNTS PAID

(a) All amounts paid by Developer for the Project shall be credited by Utility toward future capital improvement fees that would otherwise become due from Developer upon construction plan approval, and the contemporaneous opening of accounts, during the development of the Property;

a. Developer shall submit evidence of expenses and payments upon completion of the Project, or each phase thereof;

b. Utility may request additional information to verify all amounts claimed;

(b) The amount credited by Utility to Developer, and that may be redeemed by Developer shall be based on the capital improvement fee rates current as of April 5, 2018, totaling $6,800.00 per 1-inch service line;

a. Thus, for example purposes only, if the amount paid by Developer for the Project totals $680,000.00, Developer shall be credited capital improvement fees equal to that amount and may redeem that credit, upon the phased approval of construction plans and the contemporaneous opening of accounts, toward one hundred (100) 1-inch service lines;

b. Upon Developer redeeming the full amount of credit for the amounts paid for the Project, the Developer and remaining Property shall be subject to the fees outlined in the then-current Utility Rate Resolution, as amended;

(c) Developer may submit construction plans for review, and, have accounts opened contemporaneously upon approval, in phases and at its discretion;

(d) Developer shall be responsible for any operational and administrative fees associated with opening of the accounts and installation of meters based on the Utility Rate Resolution as of the time of any construction plan approval;

(e) Developer shall be responsible for all monthly rates and fees, in accordance with the then-current Utility Rate Resolution, once an account is opened;

(f) In no event shall Developer be entitled to reimbursement or redemption of credit in excess of the amounts paid for the Project, nor shall any credit be redeemable following expiration of the Term Date of this Agreement as defined in Section 6;

(g) Developer and Utility hereby acknowledge that the amounts paid by Developer for the Project, and credited by Utility toward development of the Property, may not be fully recuperated or redeemed by Developer. Any credit not redeemed on or before the Term Date shall be forfeited and shall be deemed a gift to the Utility.

5. RESERVATION OF CAPACITY

Upon completion of each phase of the Project, Utility hereby agrees to reserve and guarantee sewer capacity and System access for the Property (hereinafter referred to as

"Reservation of Capacity"). Prior to allowing access to the System, Developer shall obtain all approvals necessary from the Glynn County Development Department, and, further, Developer shall either redeem credit as outlined hereinabove, or pay the associated fees as outlined in the then-current Utility Rate Resolution. Upon expiration of the Term Date, the Reservation of Capacity shall cease.

6. TERM OF THE AGREEMENT:

The effective date of the Agreement shall be the date first written below (hereinafter "Effective Date"). This Agreement, including the Reservation of Capacity, shall terminate ten (10) years from the date that the Phase 1 Project improvements provided hereunder are first dedicated and accepted by the Utility (hereinafter the "Term Date"). The Utility shall not be liable for any further obligation to Developer following the termination of this Agreement. The Indemnification provision of this Agreement shall survive the termination of the Agreement. Termination of this Agreement will not affect the utility service of any existing single family residents on the Property.

7. INDEMNIFICATION

Developer shall indemnify, defend and hold harmless the Utility, its officers, employees, and agents from and against all actions, liabilities, claims, suits damages, losses and expenditures, liens, judgments, attorney's' fees and costs arising out of or resulting from this Agreement or the Project; provided, however, Developer shall not indemnify the Utility, its officers, employees, and/or agents for Utility's own, sole negligence.

This Section shall survive termination of this Agreement.

8. ENFORCEABILITY

Utility hereby warrants and agrees that this Agreement shall be entered into the minutes of the Utility, and shall be binding and enforceable upon Utility and its successors and assigns. To the extent necessary, the adoption of this Agreement by Utility shall be deemed an express waiver of any legal immunities that may apply to Utility with respect to this Agreement or the Project.

9. MODIFICATION OF AGREEMENT

Any modification, alteration, or change to this Agreement, including but not limited to, modification of the Scope of Work for the Project and extension of the Term Date shall be made by written amendment to this Agreement and executed by the parties.

10. WAIVER

The failure of either party at any time to enforce or require performance of any provision hereof shall in no way operate as a waiver of, or affect the rights of, such party at a later time to enforce the same. No waiver by either party of any condition or the breach of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or a waiver of any other condition or of any breach of any other provision contained in this Agreement.

11. TERMINATION OF AGREEMENT

Developer may terminate this Agreement, without cause, by giving written notice to Utility thirty (30) calendar days before the effective date of such termination. Upon termination by Developer, the amounts paid by Developer and redemption of the same shall be forfeited and no further redemption may be had. Further, upon termination by Developer, the Reservation of Capacity shall cease.

Utility may terminate this Agreement only upon a material breach of this Agreement by Developer which Developer fails to cure within thirty (30) days following Developer's receipt of written notice of said breach from Utility. Upon termination by Utility, any amounts paid by Developer and not refunded that have not been redeemed, shall be immediately payable along with 10% interest.

12. NOTICES

(a) All notices, approvals, consents, requests, demands, claims or other communications shall be in writing (collectively referred to as "Notice").

(b) It shall be sufficient service of any Notice if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) If to Developer:
SLF IV-GA Sinclair, LLC
c/o Ocie Vest
5949 Sherry Lane
Suite 800
Dallas, Texas 75225

With a copy to:
Jason M. Tate
Roberts Tate, LLC
2487 Demere Road
Suite 400
PO Box 20828
St. Simons, Georgia 31520

(2) If to Utility: Jimmy Junkin
Executive Director
Brunswick – Glynn County Joint Water
and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

With a copy to: Charles Dorminy, J.D., LL.M.
JWSC Attorney
Hall Booth Smith, P.C.
3528 Darien Highway, Suite 300
Brunswick, Georgia 31525

(c) Any Notice hereunder shall be deemed to have been given or made as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of posting. Any notice by facsimile transmission shall be deemed to have been given or made upon receipt and if verified by the facsimile apparatus that the transmission was, in fact, sent, including the number to which the facsimile was sent, and the time and date it was transmitted successfully.

(d) The parties hereto may, by Notice given hereunder, designate any different address to which subsequent Notices shall be sent or the person to whose attention the same shall be directed.

13. ENTIRE AGREEMENT: BENEFIT TO PARTIES

(a) This Agreement and any attached exhibit(s) constitute the entire agreement between the parties hereto: no prior written promises, or contemporaneous or subsequent oral promises or representations shall be binding.

(b) With the exception of rights expressly conferred herein, nothing expressed or mentioned in or implied herein is intended or shall be construed to give to any person other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect hereto. Nor shall any agreement or condition or provision herein contained be construed as creating any debt against Developer or Utility in favor of any third person, except the Parties' successors and assigns. This Agreement and the covenants, conditions and provisions hereof are intended to be used for the sole and exclusive benefits of the parties hereto and their successors and assigns.

14. ASSIGNMENT

Developer's rights and duties under this Agreement shall be freely assignable without need for the consent of the Utility. Specifically, the Parties hereto acknowledge that Developer may desire to sell the Property or portions thereof in the future, and Utility agrees and

acknowledges that any rights Developer has under this Agreement shall be freely assignable and transferable to any such purchaser. As defined above, the term "Developer" includes Developer and its successors and assigns.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

16. TIME IS OF THE ESSENCE

Time is of the essence in fulfilling all terms and conditions of this Agreement.

17. EXECUTION IN COUNTERPARTS

This Agreement may be simultaneously executed in two counterparts, each of which shall be an original and which shall constitute one and the same instrument.

18. MISCELLANEOUS PROVISIONS

(a) Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Agreement.

(b) The foregoing "whereas" clauses are hereby incorporated into this Agreement and made a part thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names under seal, all by their fully authorized officers or agents as written below.

[Remainder of page left intentionally blank. Signatures on following page.]

BRUNSWICK – GLYNN COUNTY
WATER AND SEWER COMMISSION

Donald Elliott May 10, 2018
Donald Elliott, Chairman Date

5/10/18
Jimmy Junkin, Executive Director

SLF IV – GA SINCLAIR, LLC,
a Texas limited liability company

By: SLF IV GA Sinclair Investor, LLC,
a Texas limited liability company,
its Managing Member

By: Stratford Land Fund IV, L.P.,
a Delaware limited partnership,
its Co-Managing Member

By: Stratford Fund IV GP, LLC,
a Texas limited liability
company,
its General Partner

By: _____
Name: CHRIS VEST
Title: SVP ENTITLEMENTS