

**STATE OF GEORGIA
COUNTY OF EFFINGHAM**

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (hereinafter referred to as the "Agreement") is made and entered into this ___ day of _____, 202__ by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia, having its principal place of business at 601 N. Laurel Street, Springfield, GA 31829 (hereinafter, the "County") and THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the "City").

WITNESSETH:

WHEREAS, Pine Hill Group, LLC is the fee owner of certain land located off of Ebenezer Road, Effingham County, Georgia, designated as 52.736 acres, more or less, as shown more particularly described by a metes and bounds description on that certain map or plan made by William H. Gray, Jr. GA. P.L.S. No. LS003235, dated November 8, 2018, recorded in PlatBook 28, Page 422 in the records of the Clerk of the Superior Court of Effingham County, Georgia, attached here to as Exhibit A to Exhibit 1 and made a part hereof by this reference (hereinafter referred to as the "Rain Dance Subdivision"); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting Grantee the right to use and exercise all rights in and to the utility easements as shown on that certain map or plat entitled "Plat of Lots 42-81, Phase Two, Rain Dance Subdivision" prepared by Atlas Surveying, Inc., William H. Gray, Jr., GA P.L.S. No. LS003235, dated January 04, 2022, recorded in Plat Cabinet ____, Slide ____, in the office of the Clerk of Superior Court of Effingham County, Georgia made a part hereof by this reference (hereinafter referred to as "Easement Premises"); ; and

WHEREAS, the County has accepted ownership of the roads and rights-of-way shown on Exhibit 1; and

WHEREAS, portions of the City's infrastructure necessary for the provision of water and sewer services to the Rain Dance Subdivision (the "Facilities") are or will be located within the County-owned right-of-way; and

WHEREAS, absent agreement to the contrary, facilities located within a county-owned right-of-way can become the property of that county; and

WHEREAS, the County does not want to own or maintain the Facilities;

WHEREAS, the City's continued ownership of all personal property within the Easement Premises (including, without limitation, the Facilities and **all** infrastructure necessary for the provision of utility services) is paramount to the City's provision of utility services to the Rain Dance Subdivision; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the County and the City hereby agree as follows:

1. Ownership of the Facilities and all Infrastructure within the Easement Premises. The City shall now and forever more be the sole owner of the Facilities and **all** personal property within the Easement Premises, whether that personal property is currently within the Easement Premises or may be placed there in the future.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Infrastructure Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

[signatures on following page]

THE CITY OF SPRINGFIELD

By: _____
Barton A. Alderman
Mayor, City of Springfield

THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, a
political subdivision of the State of Georgia

By: _____
Its: _____

PINE HILL GROUP, LLC

By: 
Matthew J. Byrd
Managing Member, Pine Hill Group, LLC

This Agreement is approved as to form:

By: _____
Benjamin M. Perkins
City Attorney, City of Springfield

By: _____
Lee Newberry
Attorney for Effingham County, Georgia

EXHIBIT 1

UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF
SPRINGFIELD, GEORGIA AND PINE HILL GROUP, LLC