

Staff Report

Final Plat

Subject: Final Plat Approval (Third District)
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: October 1, 2024
Item Description: **Coleman Company** request **approval** of a **Final Plat** for “Lonadine Phase 2B” Located on Hwy 119 S, zoned **R-6**. **[Map# 344 Parcel# 26A]**

Summary Recommendation

Staff has reviewed the plat and inspected the roads and drainage infrastructure identified in the warranty deed and recommends Alternative 1.

Executive Summary/Background

- Contractors have built roads and drainage infrastructure for Phase 2B of Lonadine in order to sell the 13 lots in this R-6 subdivision located off Hwy 119.
- Water & Sewer service will be provided by the City of Springfield.
- The County Engineer has inspected all roads, right-of-ways, and drainage infrastructure that is being dedicated to the county, and he recommends approval.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. All documents are in order.
- GIS and E-911 has approved the proposed Road Names.
- The County Attorney has reviewed and approved the warranty deed, and infrastructure agreement, and approves.
- The County Engineer has reviewed the bond recommendation and is recommending approval.
- Staff has been in communication with the applicant to receive the Maintenance Bond.

Alternatives

1. **Approve** the final plat and infrastructure agreement for Lonadine 2B, and accept the roads and drainage infrastructure identified in the warranty deed.
2. **Take no action**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments:

1. Final Plat for Lonadine 2B
2. Final Plat Submittal Form & Checklist
3. Deed
4. Infrastructure Agreement
5. Maintenance Bond Recommendation



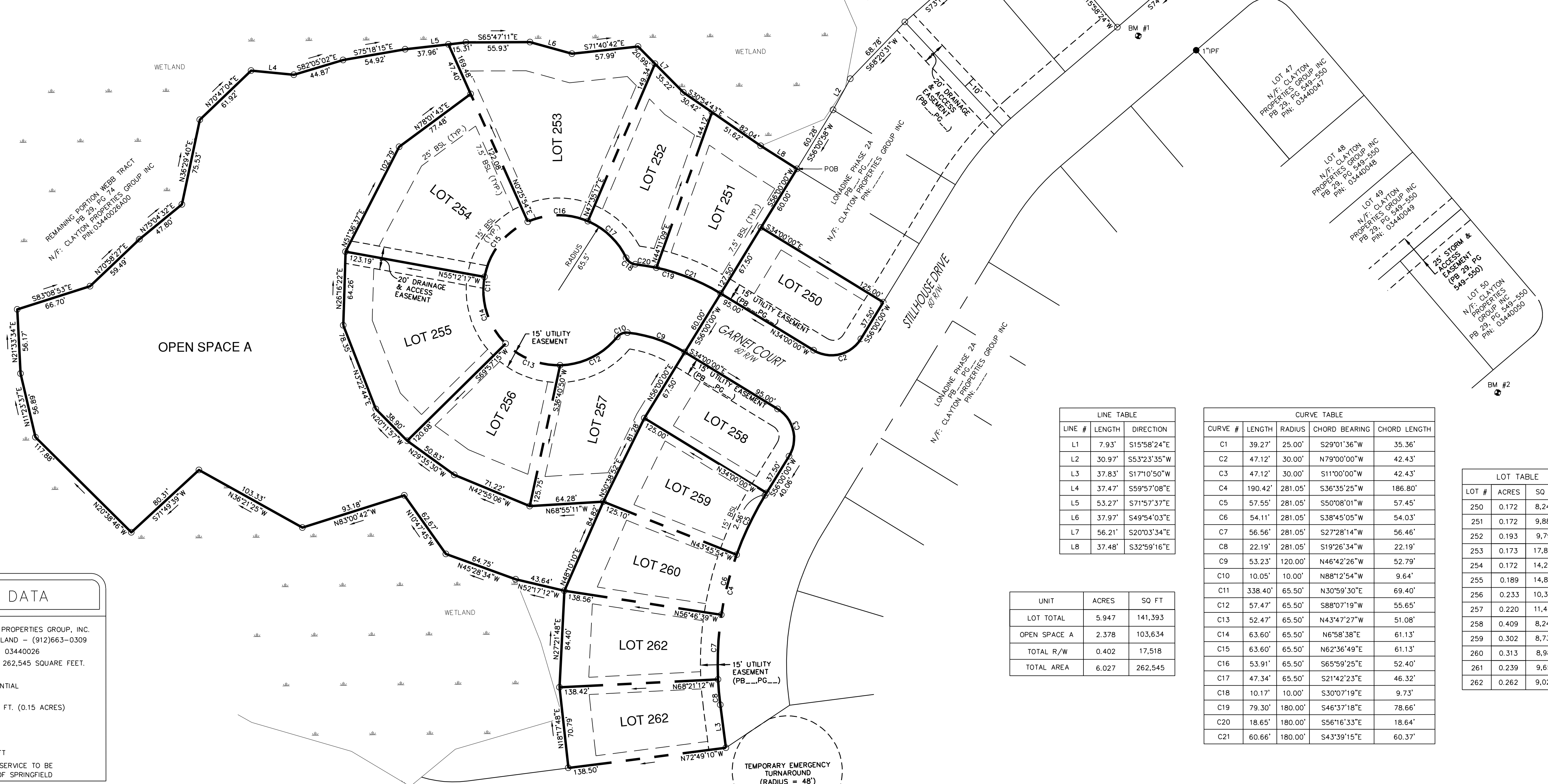
- NOTES:**
- THIS SUBDIVISION CONTAINS 13 LOTS.
 - TOTAL AREA: 6.027 ACRES, 262,545 SQUARE FEET.
 - PARENT PROPERTY ADDRESS: 0 HIGHWAY 119
 - PARENT PARCEL IDENTIFICATION NUMBER: 03440026A00
 - THIS PROPERTY IS CURRENTLY ZONED R-6
 - THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83.
 - AS OF THE DATE OF THIS SURVEY, BASED ON MY OBSERVATION THIS PROPERTY IS LOCATED IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 13103C025D, EFFECTIVE DATE: 12/17/2010. BASE FLOOD ELEVATION: N/A, NAVD 88. FEMA MAPS ARE SUBJECT TO REVISIONS AND AMENDMENTS AND SHOULD BE REVIEWED PRIOR TO CONSTRUCTION.
 - LOTS TO BE SERVED BY CITY OF SPRINGFIELD WATER AND SANITARY SEWER SYSTEMS.
 - ALL BUILDING SETBACKS ARE TO CONFORM TO LOCAL ZONING ORDINANCES.
 - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.
 - THERE SHALL BE ACCESS GRANTED FOR OFFICIAL AND EMERGENCY VEHICLES.
 - ANY PROPERTY LINES SHOWN HEREON THAT ARE NOT LABELED WITH BEARINGS AND DISTANCES ARE NOT TO BE ASSUMED TO BE SURVEY GRADE, AND ARE FOR VISUAL REFERENCE ONLY.
 - GPS WAS UTILIZED TO ESTABLISH THE HORIZONTAL AND VERTICAL CONTROL FOR THIS PROJECT. THE EQUIPMENT USED WAS A CARLSON BRX7 DUAL FREQUENCY ROVER ON THE EGPS NETWORK ADJUSTED REAL TIME KINEMATIC SYSTEM. HORIZONTAL PRECISION IS $\pm 1\text{CM} + 1\text{ PART PER MILLION}$ AND VERTICAL PRECISION IS $\pm 2\text{CM} + 1\text{ PART PER MILLION}$.
 - COMMON AREAS, DETENTION POND, AND SIDEWALKS SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
 - AQUATIC RESOURCES SHOWN ON THE SURVEY MAY BE UNDER THE JURISDICTION OF THE USACE AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREA WITHOUT PROPER PERMIT APPLICATION & APPROVAL.
 - ALL STREETS, RIGHTS-OF-WAY, EASEMENTS, AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USES INTENDED.

BENCH MARK #1:
MAG NAIL SET
ELEVATION: 106.17'
NAVD 88

BENCH MARK #2:
MAG NAIL SET
ELEVATION: 105.63'
NAVD 88

- LEGEND**
- ◆ BENCH MARK
 - IPS 1" IRON PIPE SET
 - IPF 1" IRON PIPE FOUND
 - R/W RIGHT-OF-WAY
 - PIN PARCEL IDENTIFICATION NUMBER
 - PB PLAT BOOK
 - BM BENCHMARK
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCING
 - POR POINT OF REFERENCE
 - TP TYPICAL

OWNER(AUTHORIZED PRINCIPLE) _____ DATE: _____



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	7.93'	S15°58'24"E
L2	30.97'	S53°23'35"W
L3	37.83'	S17°10'50"W
L4	37.47'	S59°57'08"E
L5	53.27'	S71°57'37"E
L6	37.97'	S49°54'03"E
L7	56.21'	S20°03'34"E
L8	37.48'	S32°59'16"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	S29°01'36"W	35.36'
C2	47.12'	30.00'	N79°00'00"W	42.43'
C3	47.12'	30.00'	S11°00'00"W	42.43'
C4	190.42'	281.05'	S36°35'25"W	186.80'
C5	57.55'	281.05'	S50°08'01"W	57.45'
C6	54.11'	281.05'	S38°45'05"W	54.03'
C7	56.56'	281.05'	S27°28'14"W	56.46'
C8	22.19'	281.05'	S19°26'34"W	22.19'
C9	53.23'	120.00'	N46°42'26"W	52.79'
C10	10.05'	10.00'	N88°12'54"W	9.64'
C11	338.40'	65.50'	N30°59'30"E	69.40'
C12	57.47'	65.50'	S88°07'19"W	55.65'
C13	52.47'	65.50'	N43°47'27"W	51.08'
C14	63.60'	65.50'	N6°58'38"E	61.13'
C15	63.60'	65.50'	N62°36'49"E	61.13'
C16	53.91'	65.50'	S65°59'25"E	52.40'
C17	47.34'	65.50'	S21°42'23"E	46.32'
C18	10.17'	10.00'	S30°07'19"E	9.73'
C19	79.30'	180.00'	S46°37'18"E	78.66'
C20	18.65'	180.00'	S56°16'33"E	18.64'
C21	60.66'	180.00'	S43°39'15"E	60.37'

LOT TABLE

LOT #	ACRES	SO FT
250	0.172	8,244
251	0.172	9,885
252	0.193	9,791
253	0.173	17,838
254	0.172	14,297
255	0.189	14,876
256	0.233	10,390
257	0.220	11,432
258	0.409	8,244
259	0.302	8,738
260	0.313	8,981
261	0.239	9,651
262	0.262	9,026

UNIT	ACRES	SO FT
LOT TOTAL	5.947	141,393
OPEN SPACE A	2.378	103,634
TOTAL R/W	0.402	17,518
TOTAL AREA	6.027	262,545

PROJECT DATA

OWNER/DEVELOPER: CLAYTON PROPERTIES GROUP, INC.
24HR CONTACT: RYAN STRICKLAND - (912)663-0309
TAX MAP & PARCEL NUMBER: 03440026
PARCEL AREA: 6.027 ACRES; 262,545 SQUARE FEET.
ZONING CLASSIFICATION: R-6
PROPOSED LAND USE: RESIDENTIAL
NUMBER OF LOTS: 13
MINIMUM LOT SIZE: 6,600 SQ. FT. (0.15 ACRES)
FRONT SETBACK: 15 FT
REAR SETBACK: 25 FT
SIDE SETBACK: 7.5 FT
SIDE SETBACK (STREET): 15 FT
WATER AND SEWER SERVICE TO BE PROVIDED BY CITY OF SPRINGFIELD

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT AND ACCURATE SURVEY AS REQUIRED BY EFFINGHAM COUNTY SUBDIVISION REGULATIONS, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

CERTIFICATE OF OWNERSHIP AND DEDICATION
I HEREBY CERTIFY THAT CLAYTON PROPERTIES GROUP, INC. DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA BY (PRINCIPLES AUTHORIZED TO SIGN THE CERTIFICATE) IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON, AND THAT ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES SHOWN HEREON, ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED.

ENGINEER'S CERTIFICATION
I HEREBY CERTIFY THAT THE STREETS, DRAINAGE SYSTEM, SEWER SYSTEM, AND WATER SYSTEM IN THE SUBDIVISION KNOWN AS LONADINE PHASE 2B SHOWN ON THE PLAT DATED 7/15/2024, PREPARED BY DON EDWARD TAYLOR HAS BEEN INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION PLAN FOR WEBB TRACT PHASE 2 APPROVED 7-15-2022

CERTIFICATE OF APPROVAL FOR RECORDING
THE SUBDIVISION PLAT KNOWN AS LONADINE PHASE 2B HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA

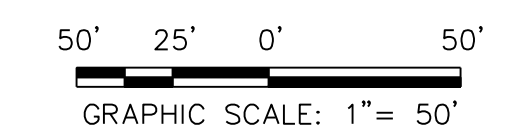
By _____ (REGISTERED SURVEYOR) _____ (DATE)
DON EDWARD TAYLOR, JR.
GA REG. LAND SURVEYOR NO. 3417

PRINT CORPORATION NAME _____ WITNESS NAME _____
PRINTED NAME AND TITLE OF PRINCIPLE AUTHORIZED TO SIGN _____ WITNESS SIGNATURE _____
PRINCIPLE SIGNATURE _____

NEIL MCKENZIE, P.E. _____ DATE _____

(CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS) _____ WITNESS _____ DATE _____

- REFERENCE:**
- PLAT RECORD BOOK 10, PAGE 111
 - PLAT RECORD BOOK A377, PAGE B2
 - PLAT RECORD BOOK K, PAGE 112
 - PLAT RECORD BOOK C181, PAGE D1
 - PLAT RECORD BOOK 13, PAGE 1
 - PLAT RECORD BOOK D31, PAGE C1
- GPS EQUIPMENT USED:** CARLSON BRX7 ON EGPS RTK NETWORK
CONVENTIONAL EQUIPMENT USED: ELECTRONIC TOTAL STATION
ANGULAR ERROR PER "Δ" = 02"
ADJUSTED BY COMPASS RULE
PLAT ERROR OF CLOSURE: 1/263,717
FIELD ERROR OF CLOSURE: 1/15,647



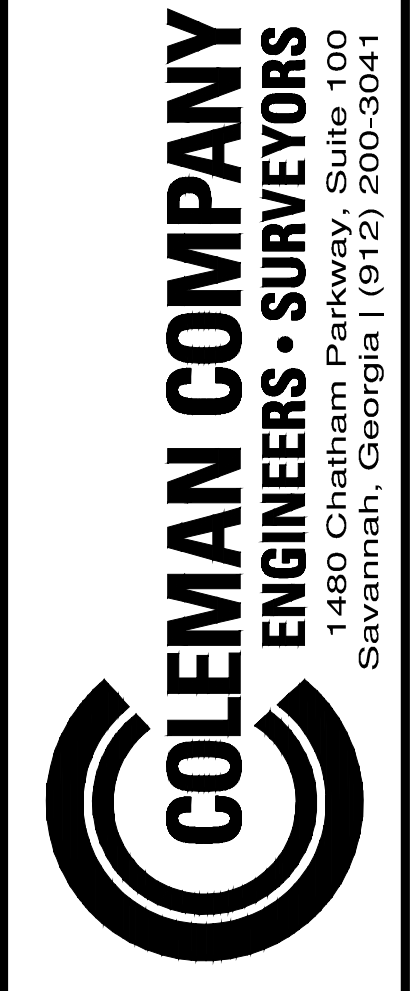
SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AT ANY TIME. THE USE OF ANY PARCEL FOR ANY PURPOSE THAT IS NOT UNDERSTOOD LAND SURVEYOR OR CERTIFICATE THAT THIS PLAT COMPLIES WITH THE MINIMUM EG STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

DON EDWARD TAYLOR, JR.
GA REG. LAND SURVEYOR NO. 3417
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1167

MAJOR SUBDIVISION

1/1



A MAJOR SUBDIVISION OF LONADINE PHASE 2B,
BEING A PORTION OF PARCEL A OF THE WEBB TRACT,
EFFINGHAM COUNTY, 10TH G.M.D
STATE OF GEORGIA
PREPARED FOR: CLAYTON PROPERTIES GROUP, INC

JOB NUMBER: 21-948
DATE: 7/15/2024
DRAWN BY: JTP
CHECKED BY: _____
SCALE: 1" = 50'

DATE PLOTTED: 7/23/2024 4:19 PM BY: Justin Palmer - DRAWING PATH: Q:\2024\131-948\001\DWG\SURV\21-948_Coleman\281_MajorSub_6.16.2024.dwg

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE made this ____ day of _____, 2024, by and between **CLAYTON PROPERTIES GROUP, INC**, a Corporation as Party or Parties of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party or Parties of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All those certain roads and storm drainage, situate, lying and being in the 10th G.M. District, Effingham County, Georgia, consisting of the entire right-of-way of Stillhouse Drive and Daylily Drive, located within the Lonadine Subdivision, Phase TWO-B (2B), as more particularly described on that certain subdivision plat entitled "A MAJOR SUBDIVISION OF LONADINE 2B, BEING A PORTION OF PARCEL A OF THE WEBB TRACT" prepared by Coleman Company, Inc., Don Edward Taylor, Jr., GA P.L.S. No. LS003417, dated July 15, 2024 recorded in Plat Cabinet ____, Slide ____, in the office of the Clerk of Superior Court of Effingham County, Georgia. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforementioned streets or rights of way for public access.

Subject to that certain Utility Easement Agreement dated ____ day of _____, 2024, by and between Grantor and the City of Springfield, Georgia, recorded in Deed Book ____, Page ____ in the Office of Superior Court of Effingham County, Georgia.

Grantor further conveys all right, title and interest in and to the drainage improvements, within said right-of-way and public easement, all located within the Lonadine Subdivision, Phase Two-B (2B), as shown on the above-referenced plat which are incorporated herein for descriptive and all other purposes. However, this Warranty Deed excludes all water and sewer systems and lines lying within the said right-of-way and public easement all located within Lonadine Subdivision, Phase Two-B (2B), as shown on the aforedescribed plats which is incorporated herein for descriptive and all other purposes.

A non-exclusive perpetual easement to install, maintain, repair and replace any improvements for water systems and sewer systems located within the rights of way of these roads is hereby acknowledged to exist with the owner or owners of those systems. The Board of Commissioners of Effingham County, Georgia shall have no obligation to install, maintain, repair or replace any of the water and sewer systems.

Together with a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair, and replacement of permanent above ground or underground utilities and for the inspection of the storm water management facilities, over, through and across and in those areas designated as utility easements and drainage easements, including the right to ingress and egress over the easements, all located within Lonadine Subdivision, Phase Two-B (2B), as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

Further, this Warranty Deed does not include the conveyance of any detention ponds, sidewalks, or common areas.

TO HAVE AND TO HOLD said road and easements, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

CLAYTON PROPERTIES GROUP, INC.

_____(SEAL)
BY: TITLE

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2023.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY,
GEORGIA

BY: _____
Wesley Corbitt, Chairman

ATTEST: _____
Stephanie Johnson, Effingham County Clerk

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Record and return to:
Oliver Maner LLP
Post Office Box 10186
Savannah, GA 31412

Please cross reference to:
Deed Book ____, Page ____

STATE OF GEORGIA
COUNTY OF EFFINGHAM

UTILITY EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as the “Agreement”) is made and entered into this ___ day of _____, 2024 by and between CLAYTON PROPERTIES GROUP, INC, a Corporation, having its principal place of business at 441 Western Lane Irmo, SC 29063 (hereinafter, the “Grantor”) 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 “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain land located in Effingham County, Georgia, LONADINE SUBDIVISION PHASE 2B as shown upon a plat entitled “A MAJOR SUBDIVISION PLAT OF LONADINE PHASE 2B, BEING A PORTION OF PARCEL A OF THE WEBB TRACT” recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the “Grantor’s Property”); 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 “A MAJOR SUBDIVISION PLAT OF LONADINE PHASE 2B, BEING A PORTION OF PARCEL A OF THE WEBB TRACT” recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as “Easement Premises”); 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, Grantor hereby grants to

Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 2 below in, under, through, over, across, and upon the Grantor's Land, as follows:

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.

2. **Utility Easement.**

a. **Grant of the Easement.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its lessees, licensees, successors, and assigns, and creates and establishes for the benefit of Grantee and its lessees, licensees, successors and assigns, a perpetual, appurtenant, non-exclusive utility easement (the "Easement") shown as "UTILITY EASEMENT" on that certain map or plat entitled "A MAJOR SUBDIVISION PLAT OF LONADINE PHASE 2B, BEING A PORTION OF PARCEL A OF THE WEBB TRACT" recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia and incorporated herein by reference, to have and to hold, unto Grantee, its lessees, licensees, successors and assigns, forever.

b. **Nature and Purpose.** The Easement is for the purpose of providing water and sewer services and/or other utilities across the Grantor's Property and shall now and forever encumber and run with the Grantor's Property. The Easement is for the use and benefit of Grantee and its lessees, licensees, successors, and assigns, as well as their contractors, employees, agents, vendors, guests, licensees and invitees.

c. **Rights and Privileges Conferred by Easement.**

i. Grantee shall have the right of ingress and egress to the easement, to construct, reconstruct, relocate, extend, repair, replace, maintain, operate, and inspect to the extent Grantee considers desirable, lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to LONADINE SUBDIVISION PHASE 2B (collectively, the "Facilities"). The Facilities shall not include any storm water drainage system installed by Effingham County. Grantee shall also have the right to take any other action it considers necessary for the proper maintenance and operation of the Facilities.

- ii. Grantee shall have the right to abandon or remove the Facilities at its pleasure, to maintain or improve the Facilities by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across the Easement Premises and the roadways abutting or running through the Easement Premises, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Premises, and utilize the Facilities within the Easement Premises for the purpose of providing water and sewer services and/or other utilities.
- iii. Grantee shall have the right, but not the obligation, to clear and keep cleared, by physical, chemical, or other means, the Easement Premises of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots, and vegetation adjacent to the Easement Premises that interfere with Grantee's use of the Easement Premises. The clearing area adjacent to the Easement shall be equal to the full width of the easement at each point in the Easement. For example, where the Easement is 20 feet wide, the clearing area shall be 20 feet on each side of the Easement, measured from the edge of the Easement facing that side of the clearing area. Where the Easement is 15 feet wide, the clearing area shall be 15 feet on each side of the Easement, measured from each edge of the Easement facing that side of the clearing area.
- iv. Grantee shall have the right, but not the obligation, to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Premises but outside the clearing area which in Grantee's sole opinion may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above.
- v. Grantee shall have the right to excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper

for any and all purposes described in this Agreement; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

- vi. Grantee shall have the right to pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.
 - vii. Grantee shall have the right to install, maintain and use accessory utility structures (by way of non-exhaustive example: manholes and vents) on the lands of the Grantor adjacent to the Easement Premises as such accessory utility structures are necessary to operate, maintain, or upgrade the water and/or sewer systems or other utility systems to be installed within the Easement Premises.
 - viii. Grantee shall have the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Premises.
- d. Terms, Conditions and Restrictions.
- i. Maintenance. Grantee shall maintain the Easement Premises as shown on that certain map or plat entitled "UTILITY EASEMENT" on that certain map or plat entitled "A MAJOR SUBDIVISION PLAT OF LONADINE PHASE 2B, BEING A PORTION OF PARCEL A OF THE WEBB TRACT recorded in Plat Book _____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia, as it deems necessary and in its sole discretion.
 - ii. Grantee shall have no obligation to pay for any insurance or taxes, assessments or other charges or fees applicable or chargeable to the Easement Premises or owners thereof.

- iii. Grantor covenants and agrees that it shall not plant within or allow to grow into the Easement Premises any trees, bushes or other planted material that would interfere with Grantee's use of the Easement Premises, and that they shall not construct any buildings, walls, fences, or other improvements within, or over or upon the Easement Premises.
 - iv. Grantor hereby warrants title to the Easement herein granted and conveyed to Grantee. Grantor warrants that the easement is free and clear of all liens and encumbrances. Grantor agrees to protect and defend the title from and against all persons whomsoever. Grantor agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Grantee from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.
 - v. It is agreed that if the City accepts dedication of the Facilities, such Facilities shall forever remain the property of the Grantee, its successors, and assigns. Grantor's dedication to Effingham County of the roads and rights-of-way shown in Exhibit B shall not affect Grantee's sole ownership of the Facilities within the Easement Premises.
 - vi. Grantor reserves the right to cross and recross the Easement Premises provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted herein and shall not disturb the grade of said ground as it now exists.
- e. Miscellaneous.
- i. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
 - ii. Severability: In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
 - iii. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject

matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect.

- iv. Amendment. This Agreement may not be modified, amended, or terminated except by written modification executed by all parties hereto.
- v. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- vi. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall comprise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.
- vii. Governing Law and Forum Selection. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN THE SUPERIOR COURT OF EFFINGHAM COUNTY UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF

FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE.

- viii. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- ix. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

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

THE CITY OF SPRINGFIELD

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

CLAYTON PROPERTIES GROUP, INC; a Georgia Corporation

By: _____
Manager

Signed, sealed and delivered this
____ day of _____, 2024,
in the presence of:

WITNESS

NOTARY PUBLIC

This Agreement is approved as to form:

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

**CONSENT TO CITY OF SPRINGFIELD – WEBB TRACT (LONADINE)
SUBDIVISION PHASE 1A
EASEMENT AGREEMENT BY:**

_____ BANK

By: _____

Its: _____

Signed, sealed and delivered this
____ day of _____, 2022, in
the presence of:

WITNESS

NOTARY PUBLIC

EFFINGHAM COUNTY

FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

Office Use	Applicant Use	
Project Information:		
	✓	1. Graphic scale.
	✓	2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
	✓	3. North arrow.
	✓	4. Land reference point.
	✓	5. Point of beginning designated.
	✓	6. Date of preparation (under Surveyor's signature).
	✓	7. Name of Subdivision.
	✓	8. Names of adjacent subdivisions and owners of adjoining parcels of land.
	✓	9. Names and widths of adjacent streets.
	✓	10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.
	✓	11. Plat boundaries darkened.
	✓	12. Proposed building setback lines.
	✓	13. Location of all existing easements or other existing features.
	✓	14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
	✓	15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
	✓	16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
	✓	17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
	✓	18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
	✓	19. Location of city limits and county lines, if applicable.

<input checked="" type="checkbox"/>	20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).
<input checked="" type="checkbox"/>	21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS
<input checked="" type="checkbox"/>	22. Certificate of Approval – To be signed by County Commission chair.
<input checked="" type="checkbox"/>	23. Signed Certificate of Accuracy.
<input checked="" type="checkbox"/>	24. Signed Certificate of Ownership and Dedication – Individuals.
<input checked="" type="checkbox"/>	25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).
<input checked="" type="checkbox"/>	26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.
<input checked="" type="checkbox"/>	27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.
<input checked="" type="checkbox"/>	28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 8th day of July, 2024

Tracie T. McIntyre
Notary

Applicant [Signature]
Owner [Signature]

