

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 26th day of February, 2026 (the “Effective Date”), by and between **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Bryan”) and **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Effingham”).

WHEREAS, Effingham, Bryan, and the City of Savannah (collectively, hereinafter the “Coastal Georgia Regional Water Partnership” or “CGRWP”) are working collaboratively on efforts to develop a plan for, and construct, a regional surface water supply and transmission system to meet the increasing water supply demands for residential, commercial, and industrial customers in coastal Georgia.

WHEREAS, both Bryan and Effingham (the “Parties”) are committed to construct respective portions of the CGRWP’s regional surface water supply project (the “Surface Water Project”) based on funding provided by the State of Georgia as part of the State’s Amended Fiscal Year 2025 and Fiscal Year 2026 budget (the “Funding”).

WHEREAS, Bryan has acquired certain interests in land located in unincorporated Effingham County for the purposes of constructing regional sewer improvements, commonly known as the I-16 Regional Sewer Improvements Project (the “Sewer Project”).

WHEREAS, Bryan has acquired certain exclusive permanent and temporary construction easement rights from the property owners of Effingham Tax Parcels: 030-40-010, 030-04-011, 030-40-012, 030-50-001, 030-05A-072, 032-90-041B00, 032-9D-001, 0331-0003, 0331-0004, 0331-0005, 0331-0013, 0331-0014, and 030-05-A072 (collectively, “Bryan’s Easement Area within Effingham County”).

WHEREAS, Bryan has acquired certain exclusive permanent and temporary construction easement rights from the property owners of Bryan Tax Parcel: 036-001 (collectively, “Bryan’s Easement Area within Bryan County”).

WHEREAS, the Parties previously executed the Permanent Water and Sewer and Access Easement Agreement on December 6, 2023, and recorded August 9, 2024, at Deed Book 2924, Page 886, Effingham County real estate records (the “Permanent Water and Sewer Easement”), for exclusive permanent sewer and temporary construction easement rights over that certain Effingham Tax Parcel currently owned by Effingham County Board of Commissioners: 0331-0022 A (the “Effingham BOC Parcel”).

WHEREAS, Effingham has acquired, and is acquiring, certain interest in land located in unincorporated Effingham County for the purposes of constructing Effingham’s portion of the Surface Water Project, and desires to obtain certain rights to use portions of Bryan’s Easement Area within Effingham County for the Sewer Project to co-locate and construct a segment of the Surface Water Project within the same designated portions of said easement area.

WHEREAS, both the Sewer Project and Surface Water Project are of immense public import and concern, and further and protect the public health, safety, and welfare.

WHEREAS, both the Sewer Project and Surface Water Project have certain deadlines and other time constraints that make it critically important for Bryan and Effingham to continue construction of the Sewer Project and Surface Water Project without unnecessary delays and impairments.

WHEREAS, the Sewer Project will be owned, maintained, managed, repaired, and all other incidentals related to the same, by Bryan.

WHEREAS, Bryan's portion of the Surface Water Project will be located completely within the political boundaries of Bryan County, and will be owned, maintained, managed, repaired, and all other incidentals related to the same, by Bryan.

WHEREAS, Effingham's portion of the Surface Water Project will be partly located within the political boundaries of Effingham County and partly located within the political boundaries of Bryan County (specifically limited to a designated portion of Bryan's exclusive easement on Bryan County Tax Parcel No. 036-001 up to a mutually agreed up service delivery point approximately 1,000 linear feet west of the Ogeechee River as depicted on **Exhibit "A"** - Effingham's Portion of the Surface Water Project, which will be located within Bryan's Easement Area within Bryan County), and will be owned, maintained, managed, repaired, and all other incidentals related to the same, by Effingham.

WHEREAS, Bryan and Effingham desire to enter into a definitive intergovernmental agreement that sets forth the expectations and obligations of both Parties in connection with the ownership, maintenance, management, and repair of the Surface Water Project within Bryan County's existing exclusive easements within the unincorporated areas of Effingham and Bryan County.

WHEREAS, Bryan and Effingham have unresolved and outstanding legal claims related to certain interests in the Effingham BOC Parcel, identified as Effingham County Tax Parcel No. 0331-0022 A, which is the subject of a filed PETITION FOR CONDEMNATION AND DECLARATION OF TAKING, filed by Bryan on June 7, 2023 (the "Petition for Condemnation"), and a subsequent PETITION TO SET ASIDE, DISMISS, VACATE AND ANNUL CONDEMNOR'S PETITION FOR CONDEMNATION IN REM AND DECLARATION OF TAKING AND BRIEF IN SUPPORT THEREOF, filed by Effingham on June 30, 2023 (the "Petition to Set Aside"), all in the Superior Court of Effingham County, Civil Action File No. SUCV2023000077 (the "Condemnation Action").

WHEREAS, to aid in the drafting of the definitive intergovernmental agreement and the settlement of the unresolved claims associated with the Effingham BOC Parcel, Bryan and Effingham enter into this MOU for the purposes of setting forth the material terms of the definitive intergovernmental agreement and a resolution of the Condemnation Action.

NOW AND THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Bryan and Effingham agree as follows:

1. Intergovernmental Agreements. The Parties agree that within thirty (30) days of the execution of this MOU, the Parties shall cause their representatives to commence the preparation of a new Water Service Agreement (“Water Service Agreement”), which shall establish (i) the terms and conditions by which Effingham shall provide available surface water for a municipal water supply to Bryan County, (ii) wholesale rates in accordance with Section 7 of this MOU, (iii) minimum capacities and a schedule for the delivery of such capacities, (iv) service areas, and (v) other terms as may be customary and necessary for water service agreements, all in accordance with Georgia Department of Natural Resources Environmental Protection Division requirements. The Parties further agree that within thirty (30) days of the execution of this MOU, the Parties shall cause their representatives to commence the preparation of an Intergovernmental Agreement (“IGA”), which shall establish (i) the ownership and responsibilities of respective portions of the Surface Water Project, (ii) the terms and conditions of Effingham’s use of designated portions Bryan’s Easement Area within Effingham County and Bryan’s Easement Area within Bryan County (as defined above), (iii) service delivery restrictions for both Parties, and (iv) other terms as may be customary and necessary for IGAs. The Parties agree that both the Water Service Agreement and IGA shall be completed and authorized by the respective governing bodies no later than one hundred and twenty (120) days from the execution of this MOU. The following sections outline mutually acceptable key provisions and material terms that shall be included in this Water Service Agreement and IGA.
  
2. Ownership of Surface Water Project.
  - a. Bryan and Effingham acknowledge and agree that Effingham shall own the portion of the Surface Water Project within Effingham County and the limited area of Bryan County specifically described above as Bryan’s Easement Area within Bryan County, including all lines, pipes, pumps, buildings, improvements, equipment, and infrastructure related to Effingham’s portion of the Surface Water Project.
  
  - b. Bryan and Effingham acknowledge and agree that Bryan shall own the portion of the Surface Water Project within Bryan County, excluding Effingham’s portion of the Surface Water project located within Bryan’s Easement Area within Bryan County, and including all lines, pipes, pumps, buildings, improvements, equipment, and infrastructure related to Bryan’s portion of the Surface Water Project, as depicted on **Exhibit “B”** - Bryan’s Portion of the Surface Water Project.

- c. Bryan and Effingham agree that each shall be fully responsible for any and all costs associated with the installation, maintenance, repair, use, service, and ownership of their respective portions of the Surface Water Project.
  - d. Bryan and Effingham further acknowledge and agree that neither party shall have any right, license, or interest in the other party's portion of the Surface Water Project or to use the other party's portion of the Surface Water Project, without the express written consent of the respective party. Furthermore, neither party shall have any right to assess fees, taxes, levies, or any other charge to the other party related to the Surface Water Project, except those wholesale consumptive water use rates mutually agreed upon by the Parties in the IGA.
3. Emergency Services. Subject to any mutual aid agreement that exists now or may exist in the future between Bryan and Effingham, Bryan and Effingham acknowledge and agree that each party shall be solely responsible for receiving, dispatching, investigating, and managing the deployment of emergency services to their respective portion of the Surface Water Project, including, without limitation, fire, emergency medical, and law enforcement.
4. Use of Easements. Subject to final terms and conditions of an easement encroachment and use agreement between and mutually acceptable to the Parties, Bryan will grant and convey to Effingham (a) a 30-foot wide non-exclusive, temporary construction easement over Bryan's Easement Area within Effingham County and Bryan's Easement Area within Bryan County (as depicted on **Exhibit "C"**) for the purpose of installing and constructing Effingham's portion of the Surface Water Project, and access thereto, in, on, over, under, upon, across, and through Bryan's Easement Area within Effingham County and Bryan's Easement Area within Bryan County, together with the right of ingress and egress over the same as may be reasonably necessary to accomplish the aforesaid purposes, and (b) a perpetual, non-exclusive easement over the same portion of Bryan's Easement Area within Effingham County and Bryan's Easement Area within Bryan County, no more than 30-feet in width, for the purpose of inspecting, utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving Effingham's portion of the Surface Water Project, and ingress and egress access thereto. Effingham shall be solely responsible for (i) drafting all easement amendment language necessary to correct the legal descriptions in the recorded easement agreements for Bryan's Easement Area within Effingham County, and Bryan shall cooperate in good faith with the efforts to amend the same, and (ii) obtaining any and all separate easement rights as necessary from the underlying property owners, including but not limited to any and all negotiation, appraisals, title work, platting, payments, plats, and recording such easement rights in the appropriate public real estate records. Effingham shall also be responsible for executing Bryan County's Utility Encroachment Agreement (sample agreement attached herein as **Exhibit "F"**), which Bryan shall not unreasonably deny or withhold. The parties shall work in mutual good faith to plan, design, and locate Effingham's portion of the Surface

Water Project and coordinate the encroachment of the same with the designated portions of Bryan’s Easement Area within Effingham County and Bryan’s Easement Area within Bryan County so as not to in any way impair, hinder, damage, or destroy the Bryan County’s utilities and use of the easements. The Parties also agree to coordinate in good faith to finalize, execute and record a permanent easement in substantially the form attached hereto as **Exhibit “D”** and incorporated herein by reference (the “Water Tower Easement”) for water, sewer and access over certain real property owned by Effingham and described in the Warranty Deed dated October 21, 2016, and recorded in Deed Book 2374, Page 882, in the records of the Clerk of Effingham County, and comprised of approximately 1 acre +/-, being described by legal metes and bounds and being more fully shown on the Minor Subdivision Well Plat, dated May 3, 2016 and prepared by Hussey Gay Bell, recorded at Plat Cabinet 0184, Page C1-D1 in the records of the Clerk of Effingham County, and further identified as Parcel 10A of the Sewer Project (the “Water Tower Parcel”), which easement was inadvertently not executed or recorded pursuant to Bryan’s acquisition of necessary property rights and interests for the Sewer Project.

5. Available Capacity. Pursuant to the draft CGRWP Memorandum of Understanding addressed to Dr. Wei Zeng, Georgia Department of Natural Resources Environment Protection Division, dated July 25, 2025 (the “CGRWP MOU”), it is the intent of Effingham County, via water supplied by the City of Savannah, to provide 2.0 million gallons per day (mgd) on an Annual Average Daily Demand (ADD) basis and 2.0 mgd on a Maximum Daily Demand (MDD) basis of surface water starting in 2028 upon completion of the initial phase of the Surface Water Project. The supply of surface water shall be increased in 2030 to 4.0 mgd ADD and 4.0 mgd MDD prior to the completion of the future phase of the Surface Water Project that includes the planned Effingham County Surface Water Treatment Plant (EC WTP). Upon completion of the EC WTP, Effingham will supply surface water to Bryan in accordance with the schedule presented in Figure 1 as follows:

**Figure 1. Schedule of Surface Water Capacity to Bryan County**

<b>Demand Basis</b>	<b>2030 (post EC WTP completion)</b>	<b>2035</b>	<b>2040</b>	<b>2045</b>	<b>2050</b>
ADD - provided directly by EC	5.3	6.0	6.7	7.5	8.2
ADD - regional flex supply by City of Savannah	0.0	0.0	1.0	1.2	1.5
<b>Total ADD Supply to BC</b>	<b>5.3</b>	<b>6.0</b>	<b>7.7</b>	<b>8.7</b>	<b>9.7</b>
MDD - provided directly by EC	6.4	7.6	8.8	10.2	11.5
MDD - regional flex supply by City of Savannah	1.0	3.0	4.0	4.0	4.0
<b>Total MDD Supply to BC</b>	<b>7.4</b>	<b>10.6</b>	<b>12.8</b>	<b>14.2</b>	<b>15.5</b>

6. Wholesale Rate. The Parties recognize and agree that Bryan has existing agreements in place with Bulloch County, Hyundai Motor Group Metaplant America (“HMGMA”), and HL-GA Battery Company (“HL-GA”), which require Bryan to purchase and provide groundwater supplied by four (4) Floridan aquifer wells in Bulloch County at rates that are frozen for a minimum five year period, ending no sooner than January 1, 2029. The Parties recognize and agree that Bryan has certain debt service obligations to the Georgia Environmental Finance Authority (“GEFA”) and other financial obligations used to fund infrastructure to serve HMGMA and HL-GA. Furthermore, the Parties recognize and agree that both parties will have additional future GEFA debt service obligations associated with their respective portions of the Surface Water Project, and in addition, Effingham will have operating, maintenance and depreciation expenses associated with its respective portion of the Surface Water Project of which Bryan’s use will represent a pro-rata cost commensurate with actual usage relative to the Surface Water Project’s capacity. Therefore, the Parties agree to negotiate a mutually acceptable wholesale rate, which shall be negotiated by Effingham and Bryan as part of the Water Service Agreement, and such rate shall be locked until January 1, 2029, and such rate shall not negatively impact or jeopardize Bryan’s ability to cover its existing debt service and other financial obligations. After January 1, 2029, the Parties agree, that they will negotiate in good faith to develop a mutually acceptable rate, which rate shall be subject to an escalation clause, the terms of which shall likewise be mutually acceptable to the Parties, and that will allow both Bryan and Effingham meet their respective debt service obligations based on adjusted rates that Bryan must negotiate with HMGMA and HL-GA and Bryan’s pro-rata use of Effingham’s portion of the Surface Water Project directly related to Bryan’s actual commensurate operating, maintenance, and depreciation expenses.
  
7. Settlement of Past Claims and Disputes. The Parties agree that by March 2, 2026, the Parties shall take the following actions:
  - a. Both Bryan and Effingham shall submit, in the form attached hereto as **Exhibit “E”** and incorporated herein by reference, a final consent order and judgment in the Condemnation Action, amending the filed Order of June 12, 2023 to update, reflect and be consistent with the easement rights and easement areas established in the Permanent Water and Sewer Agreement, and dismissing all pending claims in the Condemnation Action, including the pending Petition to Set Aside and all claims and allegations set forth therein (“**Final Consent Order and Judgment**”).
  
  - b. Once approved by the Court and entered in the case docket, Bryan shall record the Final Consent Order and Judgment in the real estate records of Effingham County, to further update, reflect and be consistent with the easement rights and easement areas established in the Permanent Water and Sewer Agreement.

- c. Effingham shall consent to Bryan receiving a refund for all of the money it paid in the condemnation for the Effingham BOC Parcel, as set forth in the attached form of Final Consent Order and Judgment.
  - d. Bryan and Effingham acknowledge that the execution of the IGA shall constitute the removal of all restrictions related to water infrastructure contained in that certain Intergovernmental Agreement between the Parties dated December 6, 2023 concerning Effingham County Tax Parcel Nos. 0304-10, 030-01-11, 030-40-012, 030-50-001, 030-05A-072, 032-90-041B, 0329D-001, 0331-0003, 0331-0004, 0331-0005, 0331-0013, 0331-0014, 0331-0022, 030-05-A072, and 0329-041-A01 and the Permanent Water and Sewer Easement (as defined in the Recitals to this MOU) between the Parties dated December 6, 2023, recorded in Deed Book 2924, Page 886, Effingham County, Georgia real estate records. Notwithstanding the foregoing, the restrictions contained in Section 2.3 of the Permanent Water and Sewer Easement (prohibiting the construction of permanent structures unrelated to the Sewer Infrastructure and the Water Infrastructure, each as defined therein) shall remain in effect.
8. Definitive Agreement. Bryan and Effingham acknowledge and agree that the terms of this MOU are intended to be incorporated into a definitive IGA and Water Services Agreement, which each shall be on a form mutually acceptable to Bryan and Effingham, with such acceptance not to be unreasonably conditioned, delayed, or denied, and that the terms set forth in this MOU shall not be materially modified or changed. Except with respect to the provisions of Section 7 of this MOU concerning the resolution of the Condemnation Action, which provisions shall be legally binding upon the parties, neither Bryan nor Effingham shall be bound by any of the terms and provisions contained in this MOU until such time as a fully executed IGA and Water Service Agreement are entered into between the Parties.
9. Counterparts; Electronic Signatures. This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this MOU, any signature affixed and/or transmitted by electronic means shall be considered an original signature.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING]

REVIEWED AND APPROVED as of the Effective Date.

**BRYAN**

**EFFINGHAM**

Bryan County, Georgia, a political subdivision  
of the State of Georgia,

Effingham County, Georgia, a political  
subdivision of the State of Georgia,

By: Carter Infinger

By: Damon Rahn

Name: *Carter Infinger*

Name: *Damon M Rahn*

Title: Chairman

Title: Chairman

Date: 02/26/26

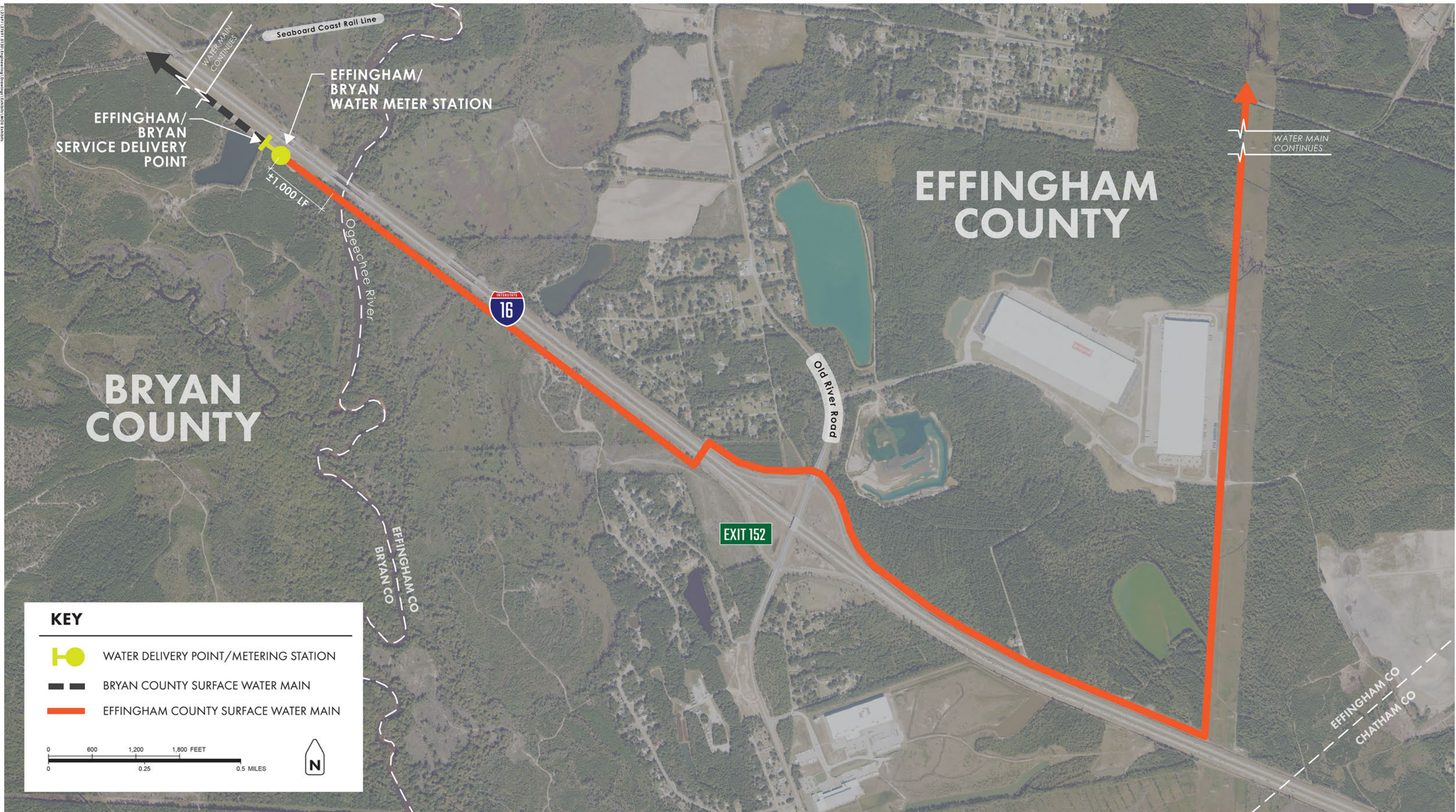
Date: 01/31/26

Approved by the Board of Commissioners of Effingham County, Georgia  
at the December 16, 2025 regular meeting






**Exhibit "A"**  
**Effingham's Portion of the Surface Water Project**

[To be added by Bryan]



**KEY**

-  WATER DELIVERY POINT/METERING STATION
-  BRYAN COUNTY SURFACE WATER MAIN
-  EFFINGHAM COUNTY SURFACE WATER MAIN

0 600 1,200 1,800 FEET  
0 0.25 0.5 MILES




EXHIBIT  
**A**

# EFFINGHAM'S PORTION OF THE SURFACE WATER PROJECT

BRYAN COUNTY • EFFINGHAM COUNTY

DECEMBER 2025



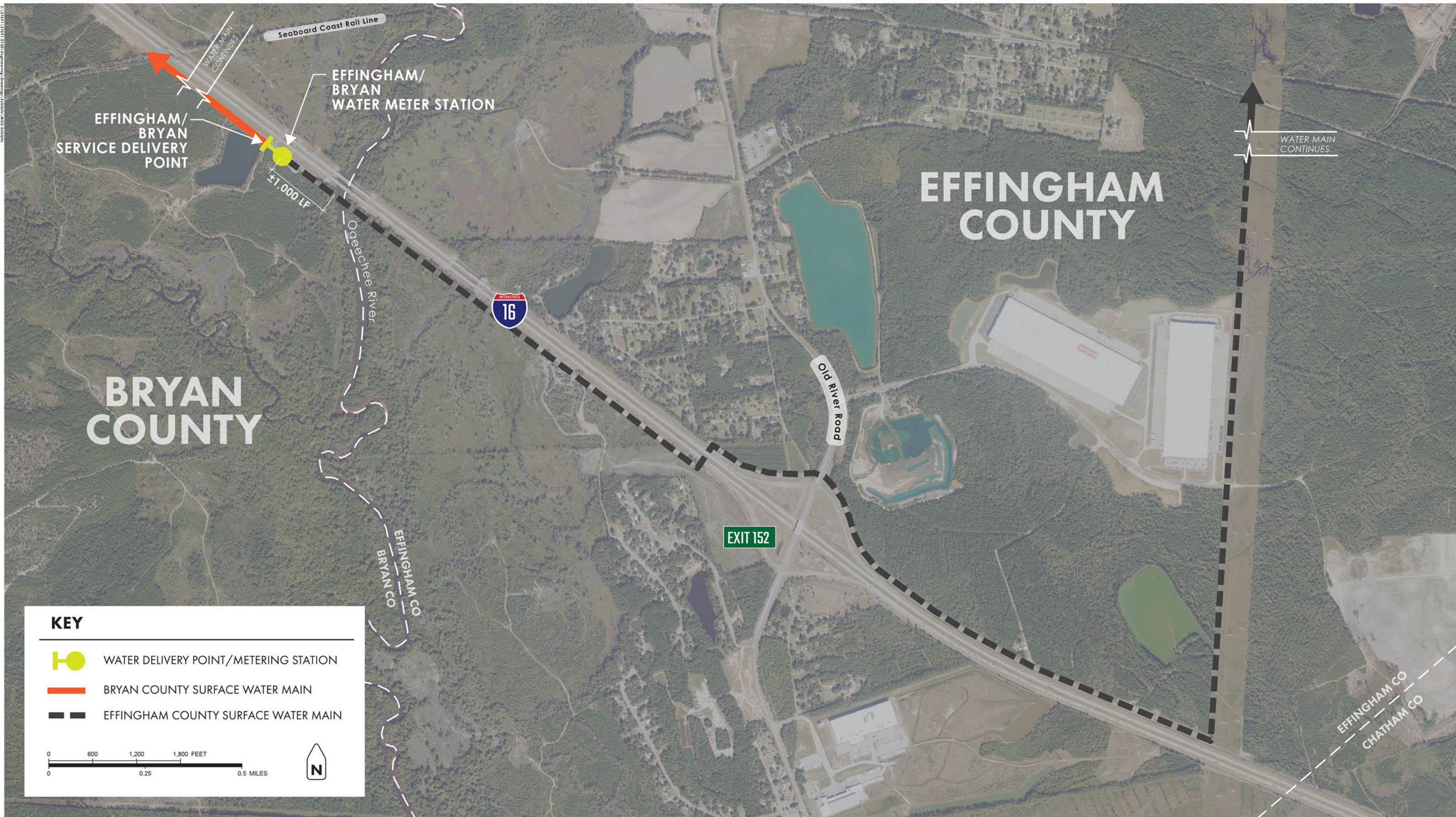
50 PARK OF COMMERCE WAY  
SAVANNAH, GA 31405 • 912.234.5300  
WWW.THOMASANDHUTTON.COM

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.




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**Exhibit “B”**  
**Bryan’s Portion of the Surface Water Project**

[To be added by Bryan]



**KEY**

-  WATER DELIVERY POINT/METERING STATION
-  BRYAN COUNTY SURFACE WATER MAIN
-  EFFINGHAM COUNTY SURFACE WATER MAIN

0 600 1,200 1,800 FEET  
0 0.25 0.5 MILES




EXHIBIT  
**B**

# BRYAN'S PORTION OF THE SURFACE WATER PROJECT

BRYAN COUNTY • EFFINGHAM COUNTY

DECEMBER 2025



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**Exhibit “C”**  
**Temporary Construction Easement Over Bryan’s Effingham County Easement Area**

[To be added by Bryan]

# BRYAN COUNTY I-16 REGIONAL WATER & SEWER IMPROVEMENTS BRYAN COUNTY, GEORGIA

## EXHIBIT C

PREPARED FOR:  
BRYAN COUNTY & EFFINGHAM COUNTY

DECEMBER 9, 2025

J-27691.0130

PREPARED BY:



VICINITY MAP  
SCALE: 1" = 6000'

BRYAN COUNTY I-16 REGIONAL SEWER  
IMPROVEMENTS  
J-27691.0130

### SHEET LIST INDEX

SHEET NUMBER	SHEET TITLE
RCS	COVER SHEET
RC0.1	OVERALL SITE PLAN
RC1.1	EXHIBIT C - EASEMENT EXHIBIT
RC1.2	EXHIBIT C - EASEMENT EXHIBIT
RC1.3	EXHIBIT C - EASEMENT EXHIBIT
RC1.4	EXHIBIT C - EASEMENT EXHIBIT
RC1.5	EXHIBIT C - EASEMENT EXHIBIT
RC1.6	EXHIBIT C - EASEMENT EXHIBIT
RC1.7	EXHIBIT C - EASEMENT EXHIBIT
RC1.8	EXHIBIT C - EASEMENT EXHIBIT
RC1.9	EXHIBIT C - EASEMENT EXHIBIT
RC1.10	EXHIBIT C - EASEMENT EXHIBIT
RC1.11	EXHIBIT C - EASEMENT EXHIBIT
RC1.12	EXHIBIT C - EASEMENT EXHIBIT
RC1.13	EXHIBIT C - EASEMENT EXHIBIT
RC1.14	EXHIBIT C - EASEMENT EXHIBIT
RC1.15	EXHIBIT C - EASEMENT EXHIBIT
RC1.16	EXHIBIT C - EASEMENT EXHIBIT
RC1.17	EXHIBIT C - EASEMENT EXHIBIT
RC1.18	EXHIBIT C - EASEMENT EXHIBIT
RC1.19	EXHIBIT C - EASEMENT EXHIBIT
RC1.20	EXHIBIT C - EASEMENT EXHIBIT



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2:18 PM 12/09/2025  
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EXHIBIT C

NO	REVISIONS	BY	DATE

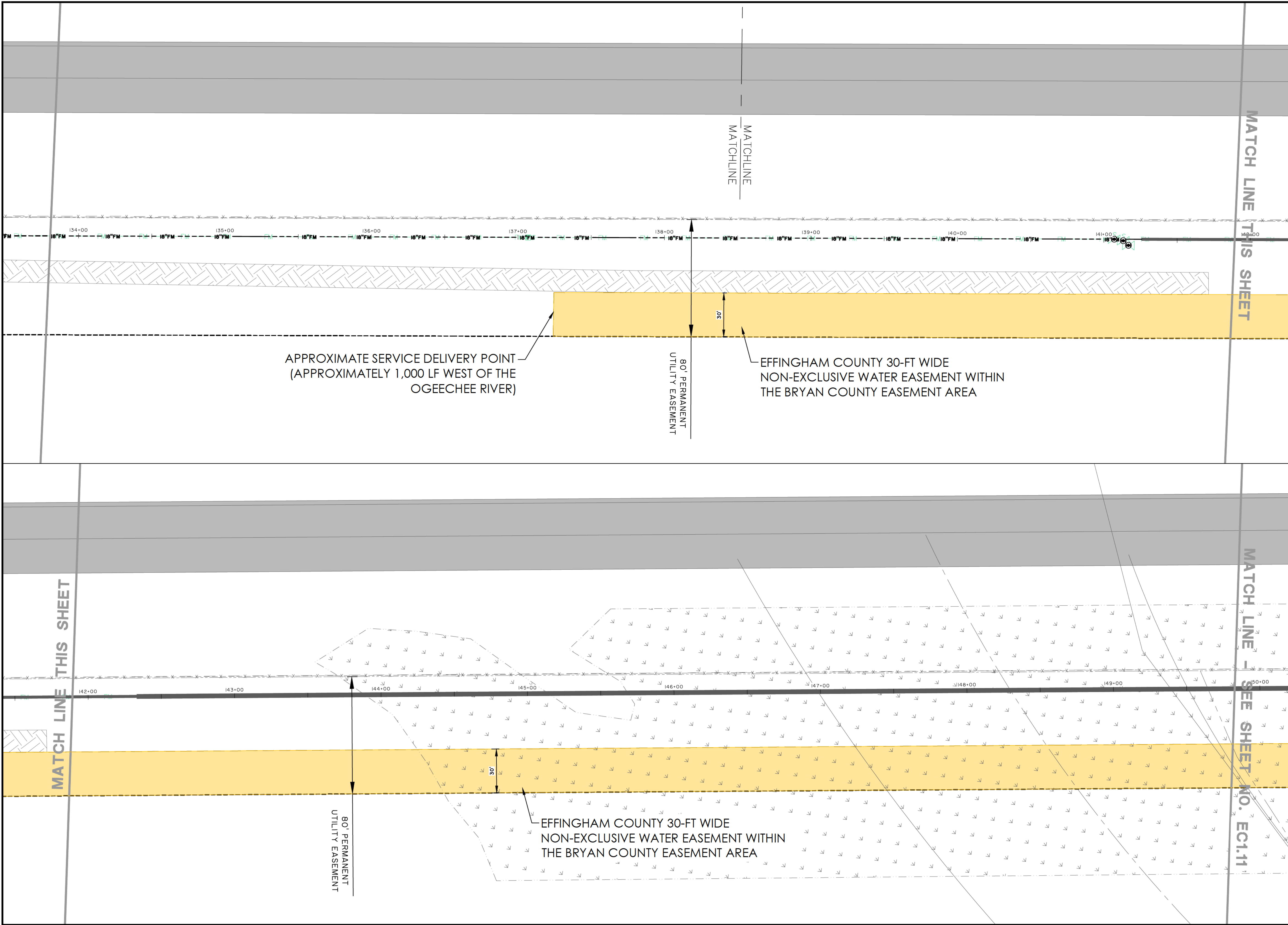
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**BRYAN COUNTY BOARD OF COMMISSIONERS**  
 BRYAN COUNTY, GEORGIA  
 BRYAN COUNTY H16 REGIONAL SEWER IMPROVEMENTS  
**SHEET INDEX**

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DATE:	12 09 2025
DRAWN:	BTR
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APPROVED:	TVT
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**EC0.1**

23/10/2025 10:00 AM (GMT-04:00) [User Name]



NO	REVISIONS	BY	DATE

NO	REVISIONS	BY	DATE

EXHIBIT C

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**EASEMENT EXHIBIT**

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**BRYAN COUNTY I-16 REGIONAL SEWER IMPROVEMENTS**

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**PROJECT LOCATION:**  
 BRYAN COUNTY  
 GEORGIA

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**CLIENT/OWNER:**  
 BRYAN COUNTY BOARD OF COMMISSIONERS

DATUM: HORIZ.: NAD 83      VERT.: NAVD 88

GRAPHIC SCALE: 1 INCH = 30 FEET

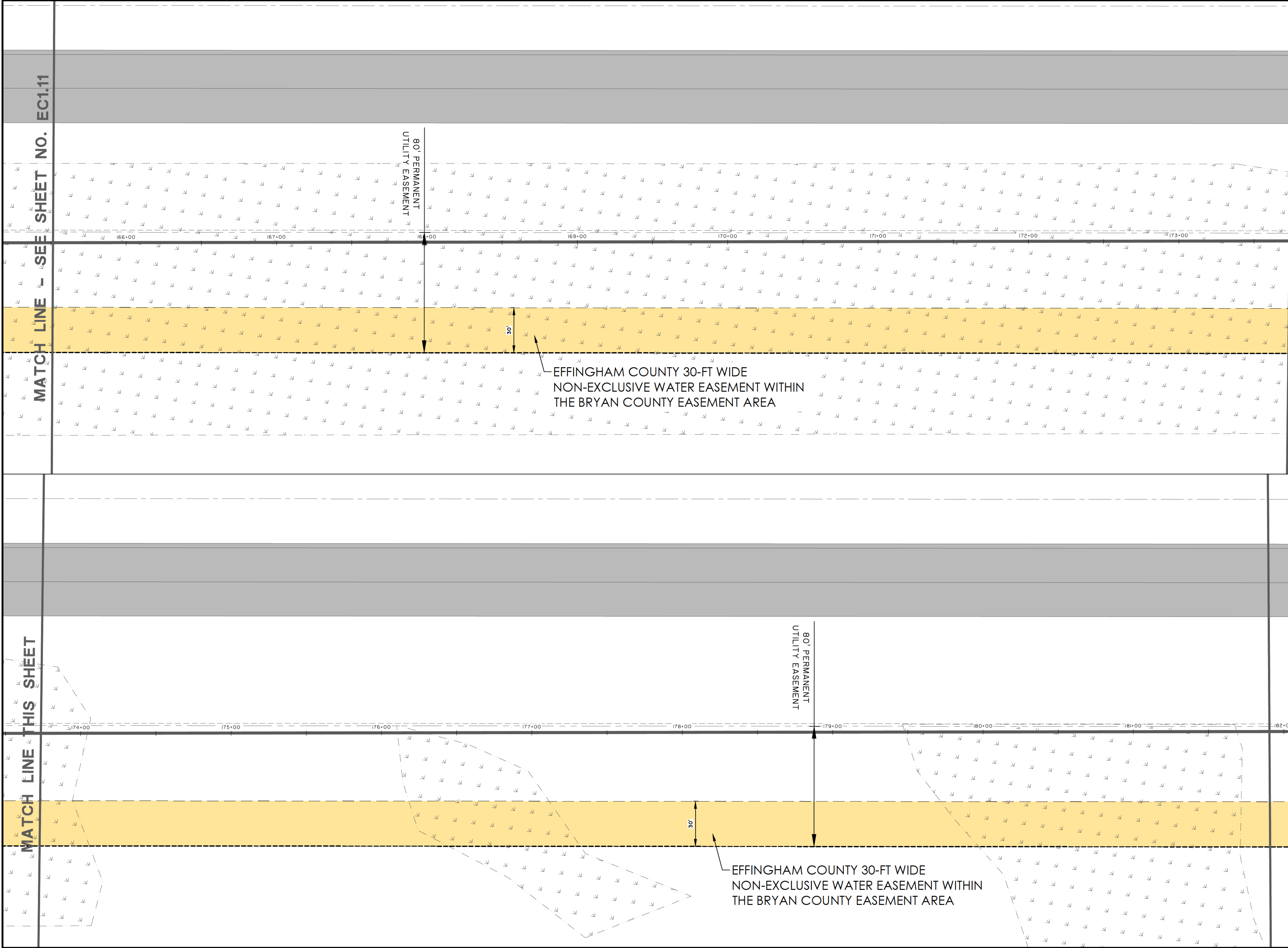
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APPROVED:	TVT
SCALE:	1" = 30'

**EC1.10**



P:\2025\2503\BRYAN COUNTY REGIONAL SEWER IMPROVEMENTS\DWG\EC12.DWG - 04.09.2025 - 4:05 PM



MATCH LINE - SEE SHEET NO. EC1.11

MATCH LINE - THIS SHEET

MATCH LINE - THIS SHEET

MATCH LINE - SEE SHEET NO. EC1.13

NO	REVISIONS	BY	DATE

EXHIBIT C



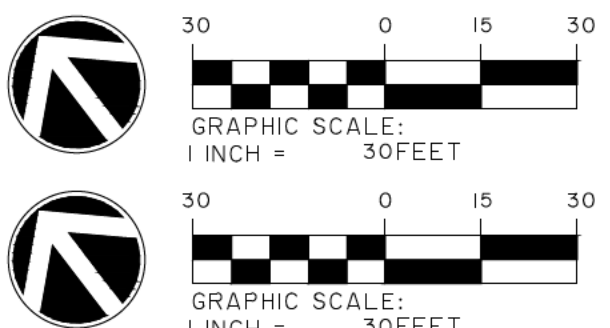
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**EASEMENT EXHIBIT**

**BRYAN COUNTY I-16  
REGIONAL SEWER  
IMPROVEMENTS**

**PROJECT LOCATION:**  
BRYAN COUNTY  
GEORGIA

**CLIENT/OWNER:**  
BRYAN COUNTY BOARD OF COMMISSIONERS



DATUM: HORIZ.: NAD 83      VERT.: NAVD 88

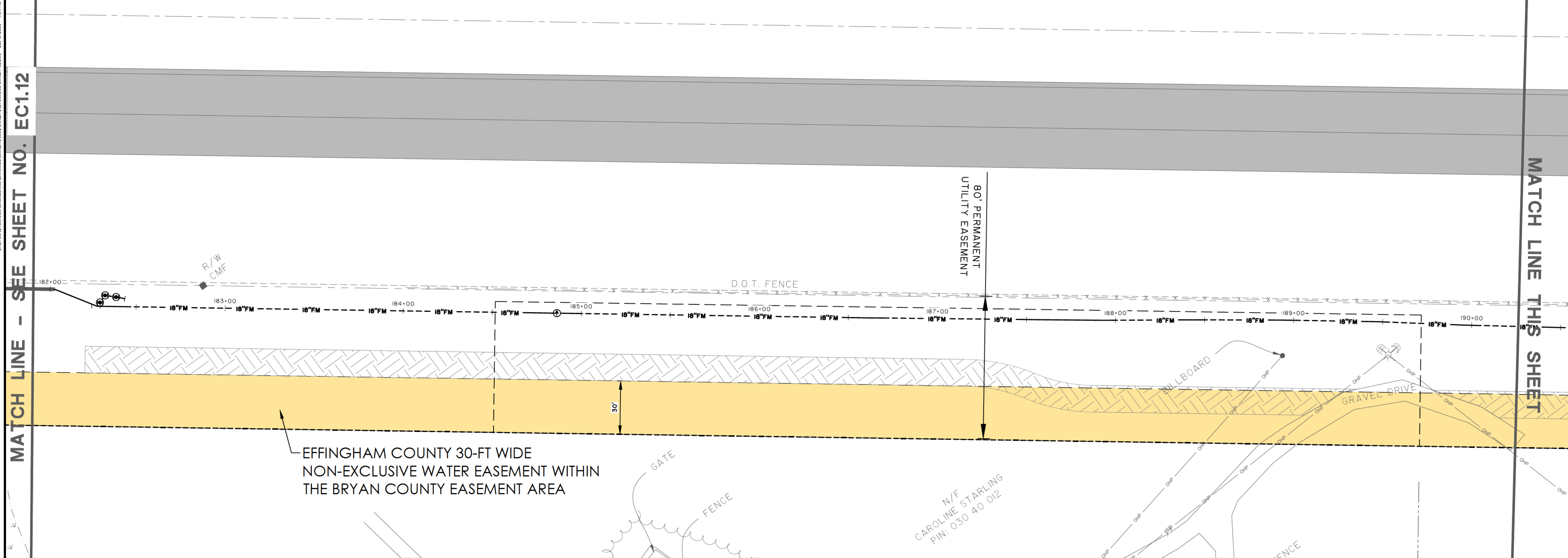
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**EC1.12**

PLAN VIEW OF PROPOSED SEWER MAINS AND EASEMENTS FOR THE BRYAN COUNTY REGIONAL SEWER IMPROVEMENTS PROJECT - SHEET NO. EC1.12

MATCH LINE - SEE SHEET NO. EC1.12

MATCH LINE THIS SHEET



NO.	REVISIONS	BY	DATE

EXHIBIT C

**THOMAS & HUTTON**

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**EASEMENT EXHIBIT**

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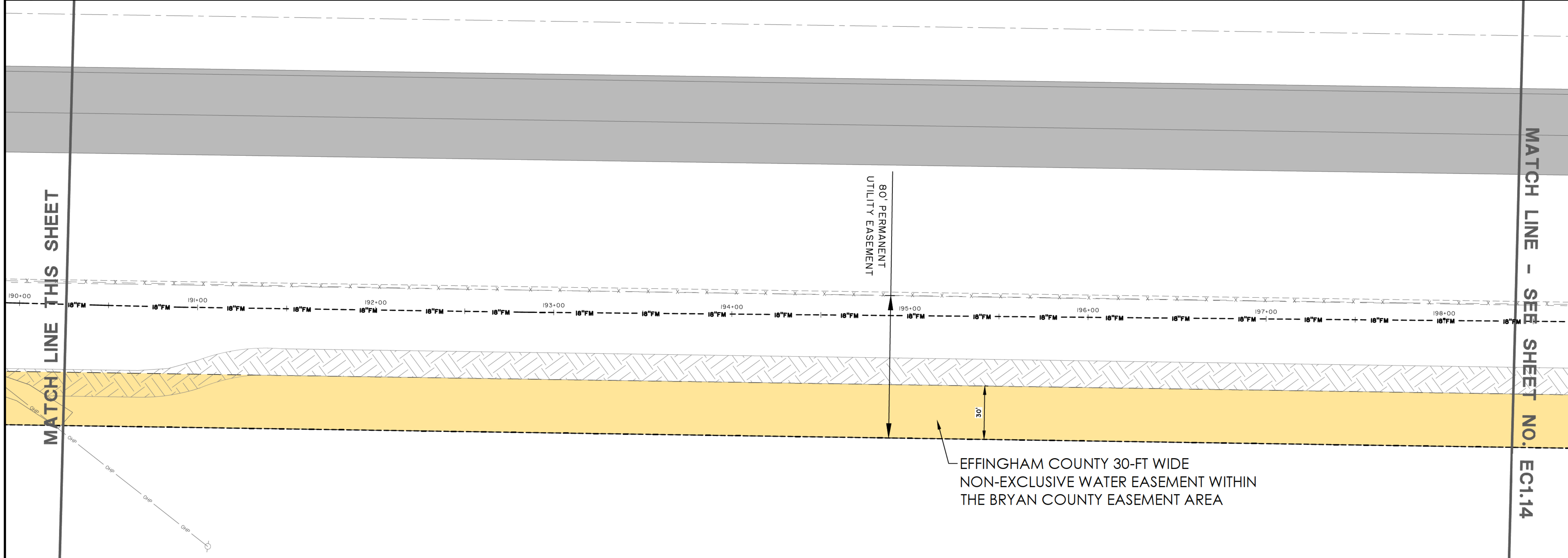
**BRYAN COUNTY I-16 REGIONAL SEWER IMPROVEMENTS**

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**PROJECT LOCATION:**  
BRYAN COUNTY  
GEORGIA

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**CLIENT/OWNER:**  
BRYAN COUNTY BOARD OF COMMISSIONERS



MATCH LINE - SEE SHEET NO. EC1.14

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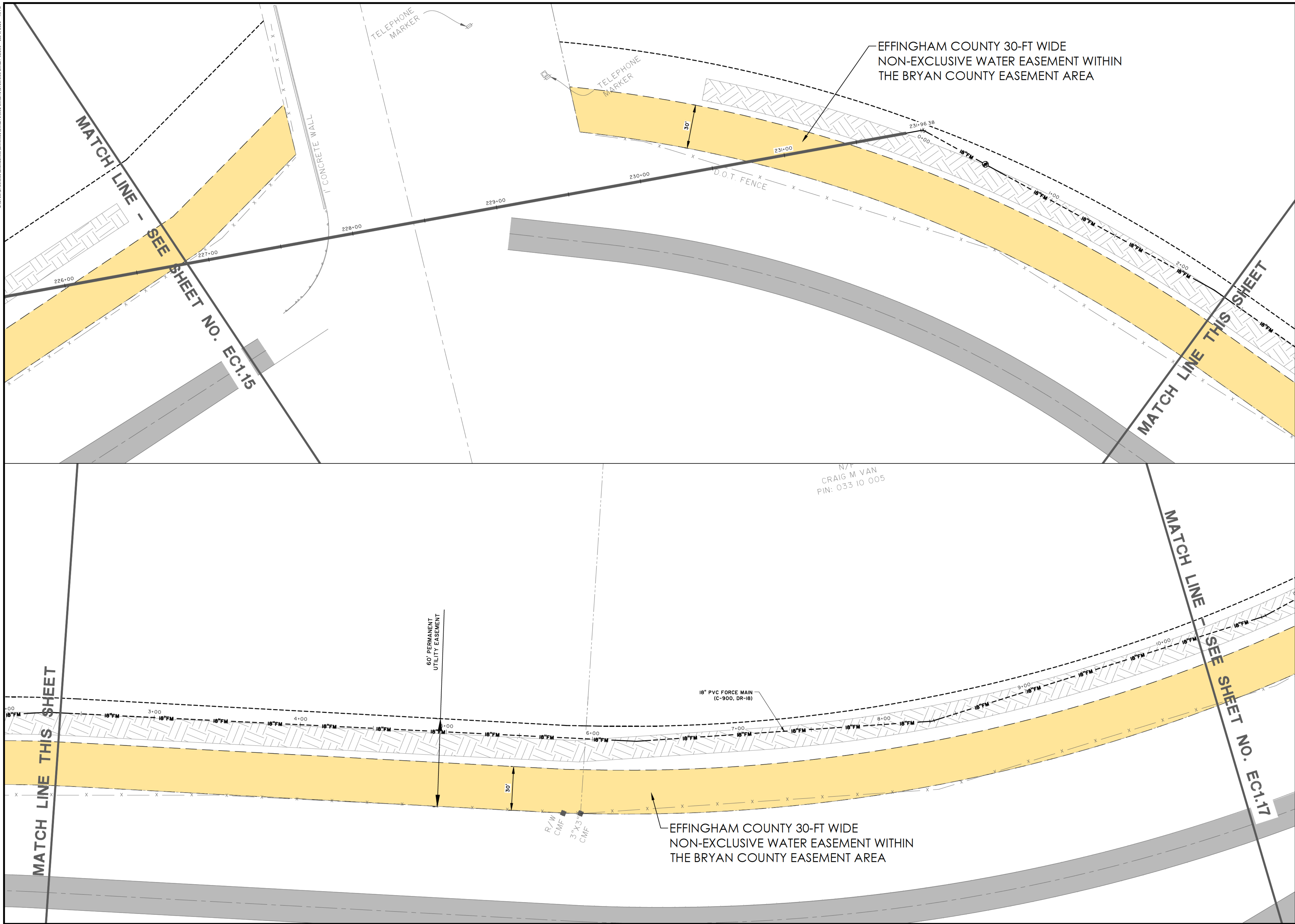
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REVIEWED: TVT  
APPROVED: TVT  
SCALE: 1" = 30'

**EC1.13**





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TELEPHONE MARKER

TELEPHONE MARKER

EFFINGHAM COUNTY 30-FT WIDE NON-EXCLUSIVE WATER EASEMENT WITHIN THE BRYAN COUNTY EASEMENT AREA

MATCH LINE - SEE SHEET NO. EC1.15

MATCH LINE - SEE SHEET NO. EC1.15

MATCH LINE THIS SHEET

N7P CRAIG M VAN PIN: 033 10 005

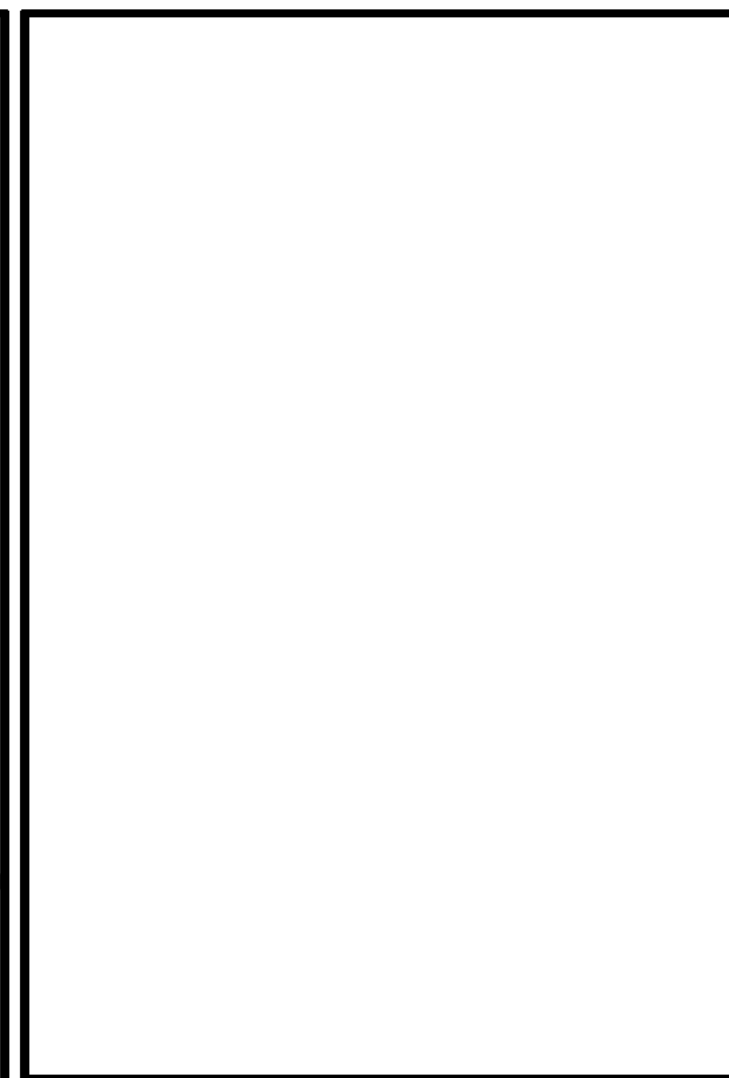
MATCH LINE THIS SHEET

60' PERMANENT UTILITY EASEMENT

18" PVC FORCE MAIN (C-900, DR-18)

EFFINGHAM COUNTY 30-FT WIDE NON-EXCLUSIVE WATER EASEMENT WITHIN THE BRYAN COUNTY EASEMENT AREA

MATCH LINE - SEE SHEET NO. EC1.17



NO	REVISIONS	BY	DATE

EXHIBIT C

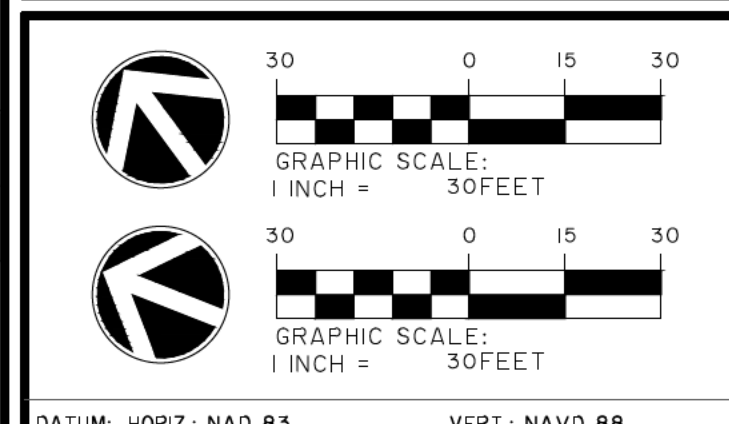
**THOMAS & HUTTON**  
 50 Park of Commerce Way  
 Savannah, GA 31405 • 912.234.5300  
 www.thomasandhutton.com

**EASEMENT EXHIBIT**

**BRYAN COUNTY I-16 REGIONAL SEWER IMPROVEMENTS**

**PROJECT LOCATION:**  
BRYAN COUNTY  
GEORGIA

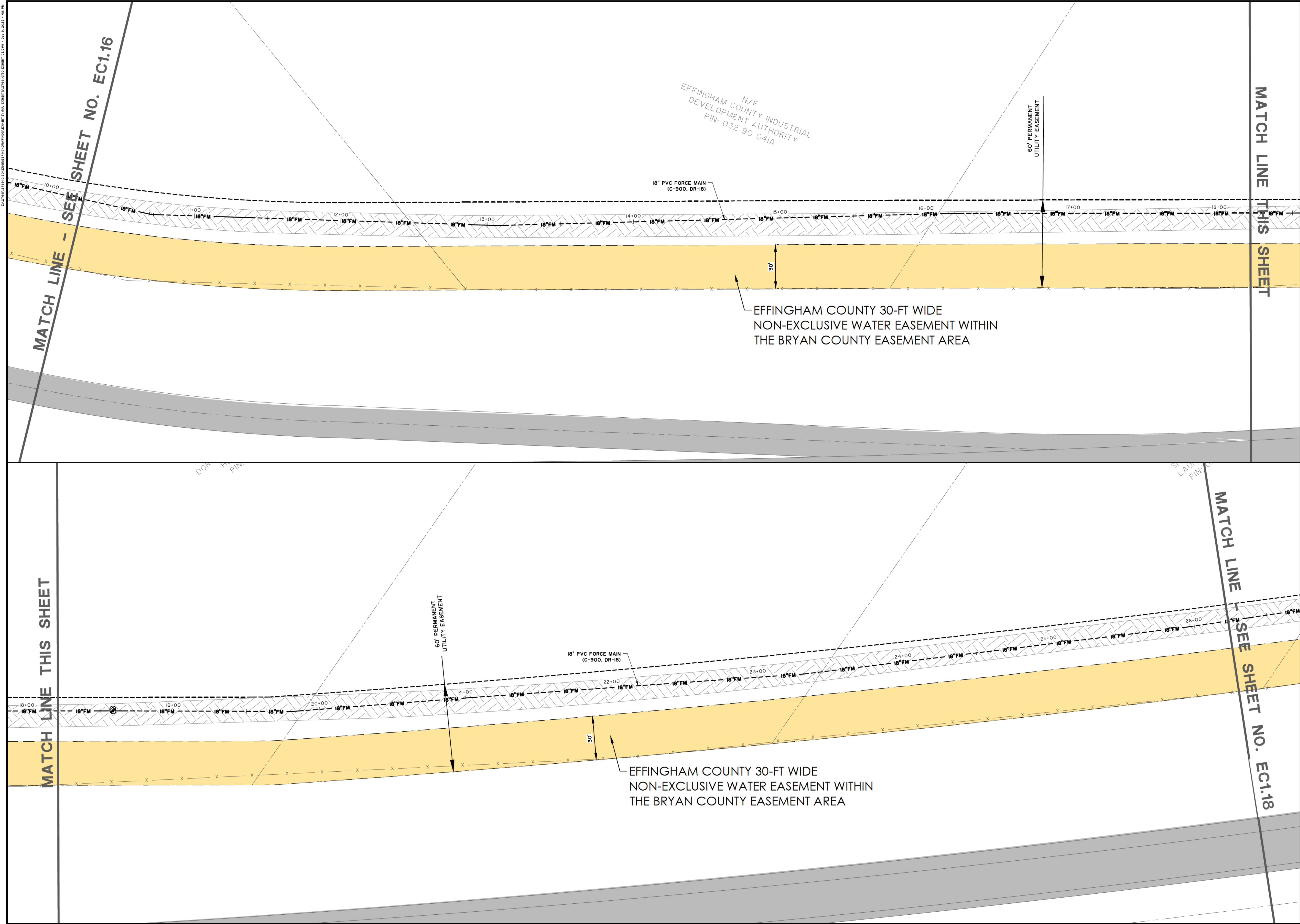
**CLIENT/OWNER:**  
BRYAN COUNTY BOARD OF COMMISSIONERS



DATUM: HORIZ.: NAD 83 VERT.: NAVD 88

JOB NO: 276910130  
 DATE: 12 09 2025  
 DRAWN: BTR  
 DESIGNED:  
 REVIEWED: TVT  
 APPROVED: TVT  
 SCALE: 1" = 30'

**EC1.16**



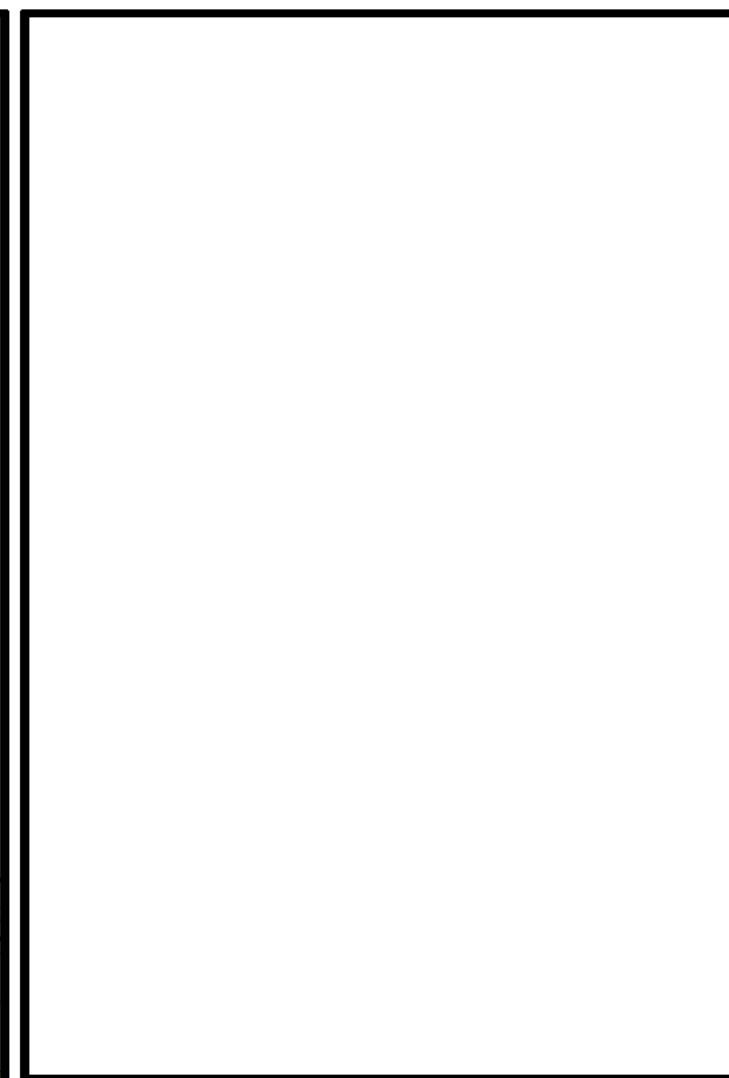
N/F  
EFFINGHAM COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY  
PIN: 032 90 041A

EFFINGHAM COUNTY 30-FT WIDE  
NON-EXCLUSIVE WATER EASEMENT WITHIN  
THE BRYAN COUNTY EASEMENT AREA

EFFINGHAM COUNTY 30-FT WIDE  
NON-EXCLUSIVE WATER EASEMENT WITHIN  
THE BRYAN COUNTY EASEMENT AREA

MATCH LINE THIS SHEET

MATCH LINE - SEE SHEET NO. EC1.18



NO	REVISIONS	BY	DATE

EXHIBIT C



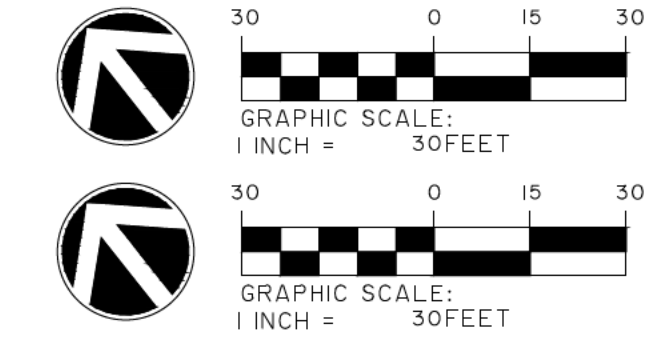
50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300  
www.thomasandhutton.com

EASEMENT EXHIBIT

**BRYAN COUNTY I-16  
REGIONAL SEWER  
IMPROVEMENTS**

**PROJECT LOCATION:**  
BRYAN COUNTY  
GEORGIA

**CLIENT/OWNER:**  
BRYAN COUNTY BOARD OF COMMISSIONERS

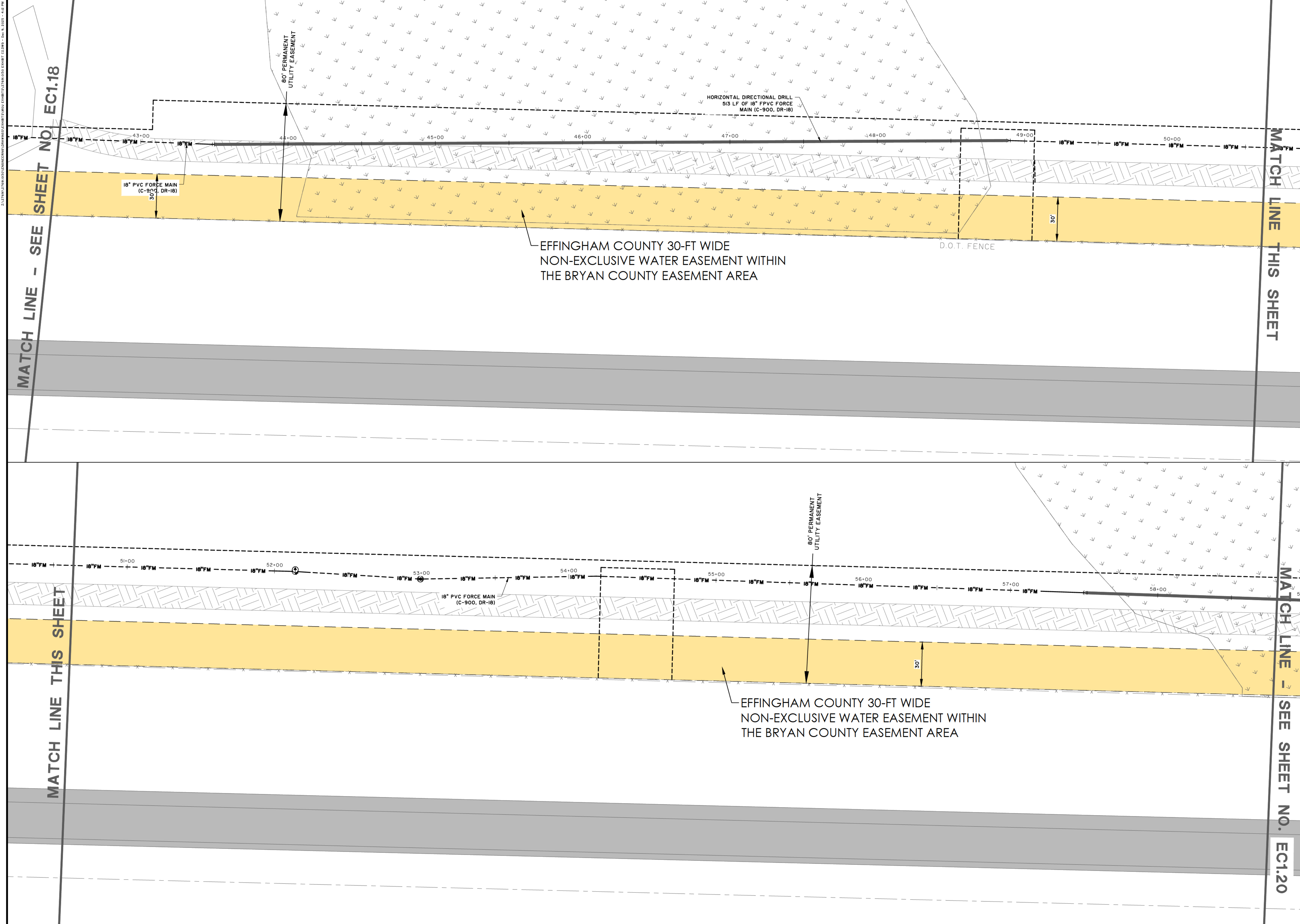


DATUM: HORIZ.: NAD 83      VERT.: NAVD 88

JOB NO: 2769/0130  
DATE: 12 09 2025  
DRAWN: BTR  
DESIGNED: -  
REVIEWED: TVT  
APPROVED: TVT  
SCALE: 1" = 30'

**EC1.17**





MATCH LINE - SEE SHEET NO. EC1.18

MATCH LINE THIS SHEET

EFFINGHAM COUNTY 30-FT WIDE  
NON-EXCLUSIVE WATER EASEMENT WITHIN  
THE BRYAN COUNTY EASEMENT AREA

EFFINGHAM COUNTY 30-FT WIDE  
NON-EXCLUSIVE WATER EASEMENT WITHIN  
THE BRYAN COUNTY EASEMENT AREA

MATCH LINE THIS SHEET

MATCH LINE - SEE SHEET NO. EC1.20



NO	REVISIONS	BY	DATE

EXHIBIT C



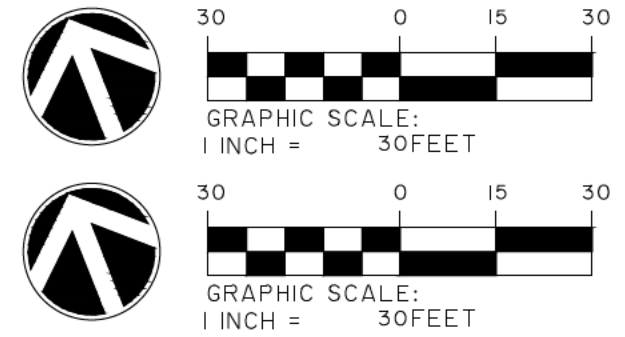
50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300  
www.thomasandhutton.com

**EASEMENT EXHIBIT**

**BRYAN COUNTY I-16  
REGIONAL SEWER  
IMPROVEMENTS**

**PROJECT LOCATION:**  
BRYAN COUNTY  
GEORGIA

**CLIENT/OWNER:**  
BRYAN COUNTY BOARD OF COMMISSIONERS



DATUM: HORIZ.: NAD 83 VERT.: NAVD 88

JOB NO: 2769/0130  
DATE: 12/09/2025  
DRAWN: BTR  
DESIGNED: -  
REVIEWED: TVT  
APPROVED: TVT  
SCALE: 1" = 30'

**EC1.19**



**Exhibit "D"**  
**Form of Water Tower Easement**

[To be attached]

**EXHIBIT "D" - FORM OF WATER TOWER EASEMENT**

---

**Space Above This Line for Recorder's Use**

After recording return to:

Aaron M. Kappler  
Thompson, O'Brien, Kappler & Nasuti, P.C.  
100 Timber Trail  
Suite 201  
Richmond Hill, Georgia 31324

**STATE OF GEORGIA** )  
)  
**COUNTY OF EFFINGHAM** )

**PERMANENT EASEMENT FOR WATER, SEWER AND ACCESS**

THIS PERMANENT SEWER EASEMENT ("Easement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia, and **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** ("Grantor") and **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (together with its successors and assigns, "Grantee").

**WITNESSETH:**

WHEREAS, Grantor owns certain real property by Warranty Deed dated October 21, 2016, and recorded in Deed Book 2374, Pages 882-883, in the records of the Clerk of Effingham County, and comprised of approximately 1 acres +/-, being described by legal metes and bounds and being more fully shown on the Minor Subdivision Well Plat, dated May 3, 2016 and prepared by Hussey Gay Bell, recorded at Plat Cabinet 0184, Page C1-D1 in the records of the Clerk of Effingham County (the "Property"), and attached hereto as Exhibit "A" and incorporated herein by such reference; and

WHEREAS, Grantee requires certain temporary and permanent easement rights for the construction and maintenance of the project identified as the I-16 Regional Sewer Improvements Project/I-16 Force Main Improvements/PI Number 29088.0000 (the "Project"); and

WHEREAS, as set forth herein, Grantor agrees to grant and convey to Grantee such easement rights over a portion of the Property identified as Parcel 10A for the Project, and being described by legal metes and bounds and being more fully shown and identified on the Easement Plat for Bryan County Board of Commissioners, dated \_\_\_\_\_ and prepared by Thomas & Hutton, attached hereto at Exhibit “B”, and incorporated herein by such reference; and

WHEREAS, Grantor and Grantee have entered into that certain Intergovernmental Agreement Between Effingham County and Bryan County as of December 6, 2023 (“IGA”), relating to the issuance of certain development and building permits, inspections, final plats and certificates of occupancy and collection of fees thereof for the Project and for the provision of emergency services on property located in the jurisdiction of Effingham County; and

WHEREAS, Grantor and Grantee have entered into that certain Sewer Service Agreement between Effingham County and Bryan County as of December 6, 2023 (“Sewer Service Agreement”), relating to the grant of certain sewer capacity and related rights for the Project;

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants and conveys an easement as set forth herein:

## **Article 1 Definitions**

1.1 “Permanent Easement Area” shall mean and refer to that the area comprised of 0.003 acres +/- (135 square feet) and as more fully described by metes and bounds description and as shown and labeled as “Required Permanent Water, Sewer and Access Easement Area” on the Easement Plat defined below and attached hereto as on Exhibit “B”, and incorporated herein by such reference.

1.2 “Temporary Construction Easement Area” shall mean and refer to the area comprised of 0.199 acres +/- (866 square feet) and as more fully described by metes and bounds description and as shown and labeled as “Temporary Construction Easement Area” on the Easement Plat attached hereto as on Exhibit “B”, and incorporated herein by such reference.

1.3 “Easements” shall mean and refer to collectively, (i) the Temporary Construction Easement, and (ii) the Required Permanent Water, Sewer and Access Easement.

1.4 “Water/Sewer Facilities”, “Utilities Facilities”, or “Water, Sewer” shall mean and refer to collectively, the water, sewer, reuse water and wastewater infrastructure and equipment, manholes, sampling stations, fire hydrants, utility piping and equipment useful for such purposes and other water and sewer infrastructure, to be constructed within the Permanent Easement Area and operated and maintained by the Grantee.

1.4 “Easement Plat” shall mean and refer to that plat entitled “Exhibit A Bryan County I-16 Regional Sewer Improvements Project”, prepared by Thomas & Hutton, Sheet 4 of 6, attached hereto as Exhibit “B” and incorporated and made a part hereof by such reference.

## **Article 2 Grant of Easements**

2.1 Grantor hereby grants and conveys unto the County, its agents, employees and contractors (collectively, the “Grantee Agents”), a temporary non-exclusive access and construction easement (the

“Temporary Construction Easement”) for the purpose of installing and constructing the Water/Sewer Facilities, and access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area. Upon the earlier of (a) two (2) years from the date of this Agreement or (b) completion and final acceptance of the initial Water/Sewer Facilities by the Grantee, the Temporary Construction Easement shall automatically terminate. Grantee will provide written notice to Grantor upon completion and final acceptance as set forth in subsection (b) above. If Grantee needs additional time beyond two (2) years from the date of this Agreement, Grantee shall request such additional time from Grantor, and Grantor will promptly provide such additional time, at no additional cost to Grantee, so long as the request is reasonably necessary to complete the installation and construction of the Water/Sewer Facilities as described herein.

2.2 Grantor hereby grants and conveys unto the Grantee, the Grantee Agents and the Grantee’s successors and assigns, a perpetual exclusive access and utility easement (the “Required Permanent Water, Sewer, and Access Easement”) for the purpose of utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving the Water/Sewer Facilities, and for access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area.

2.3 The grant of the rights herein includes (and Grantor hereby acknowledges and consents to the Grantee’s grant of) the right at all times deemed necessary by Grantee for the Grantee Agents to exercise the rights herein granted to the Grantee, including, without limitation, to access said Permanent Easement Area, as necessary to obtain access to the Water/Sewer Facilities and for the purpose of exercising the rights herein granted and for no other uses or purposes; provided, however, that Grantor reserves the right to use the Permanent Easement Area in common with Grantee, and may cross and recross said Permanent Easement Area with persons, equipment, vehicles, fences, landscaping and similar uses, provided that such reservation of rights do not interfere with Grantee’s rights hereunder. The failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time-to-time to exercise any or all of the same. Any waiver shall be in writing and signed by the party granting such waiver.

2.4 No building, shed, mobile home, swimming pool, berms or other such permanent structures shall be erected or constructed within the Permanent Easement Area, without Grantee’s express written consent. Grantor furthermore warrants that no fencing, crops, trees, large shrubs, or any other vegetation and landscaping features shall be erected or planted within the Permanent Easement Area in such manner as materially and adversely interferes with Grantee’s exercise of its rights granted herein, including, without limitation, access to and/or use or enjoyment of the Permanent Easement Area. No other utilities shall be permitted within the Permanent Easement Area without prior written encroachment approval issued by Grantee, subject to any existing utilities for Grantor’s use of the Property. In no case shall utilities encroachments approved by Grantee be installed within five feet of the Water/Sewer Facilities. No fill material or paving shall be placed within the Permanent Easement Area unless approved in writing by the Grantee (which approval shall not be unreasonably withheld, conditioned or delayed). Any of the foregoing items placed upon or planted within the Permanent Easement Area in contradiction or violation of this Section 2.4 shall be promptly removed at the Grantor's expense.

2.5 Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Permanent Easement Area by any person, which removal is necessary for the Grantee’s use of the Easement Area; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same condition as existed before such disturbance of the surface area; and, further provided that, if the affected area within the Permanent Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Permanent Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor’s grant of rights herein.

2.6 Grantee and Grantee's Agents shall not disturb the existing water tower owned and maintained by Grantor on the Property, any existing or current utility connections to the water tower on the Property, or the security fence surrounding the water tower on the Property. No rights granted in the Temporary Construction Easement Area or the Permanent Easement Area shall disrupt, limit, prevent or hinder Grantor's use of the Property for purposes of maintenance and operation of the water tower on the Property. No areas of the Property outside the Temporary Construction Easement Area or the Permanent Easement Area shall be used for storage or staging of materials and equipment, ingress/egress or access.

2.7 Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Permanent Easement Area, which removal is necessary for the purposes and uses set forth herein and as necessary for the Grantee's use of the Permanent Easement Area; provided, however, that the Grantee shall minimize any such clearing and removal of existing trees and natural areas and wetlands located in the Permanent Easement Area; and further shall restore all disturbed areas existing in the Permanent Easement Area to the same condition, cut and contour as existed immediately before such disturbance in compliance with federal, state and local requirements. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Permanent Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor's grant of rights herein.

2.8 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Permanent Easement Area or the Temporary Easement Area, but merely grants the rights, privileges and easement rights herein above set out. No rights granted in this Sewer Easement or in the Permanent Easement Area can be assigned to any party without the express consent of Grantor.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this instrument, under seal, after being duly authorized to do so, and delivers the same to Grantee.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

[AFFIX NOTARIAL SEAL OR STAMP]

**GRANTOR:**

EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[AFFIX NOTARIAL SEAL OR STAMP]

**GRANTEE:**

BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

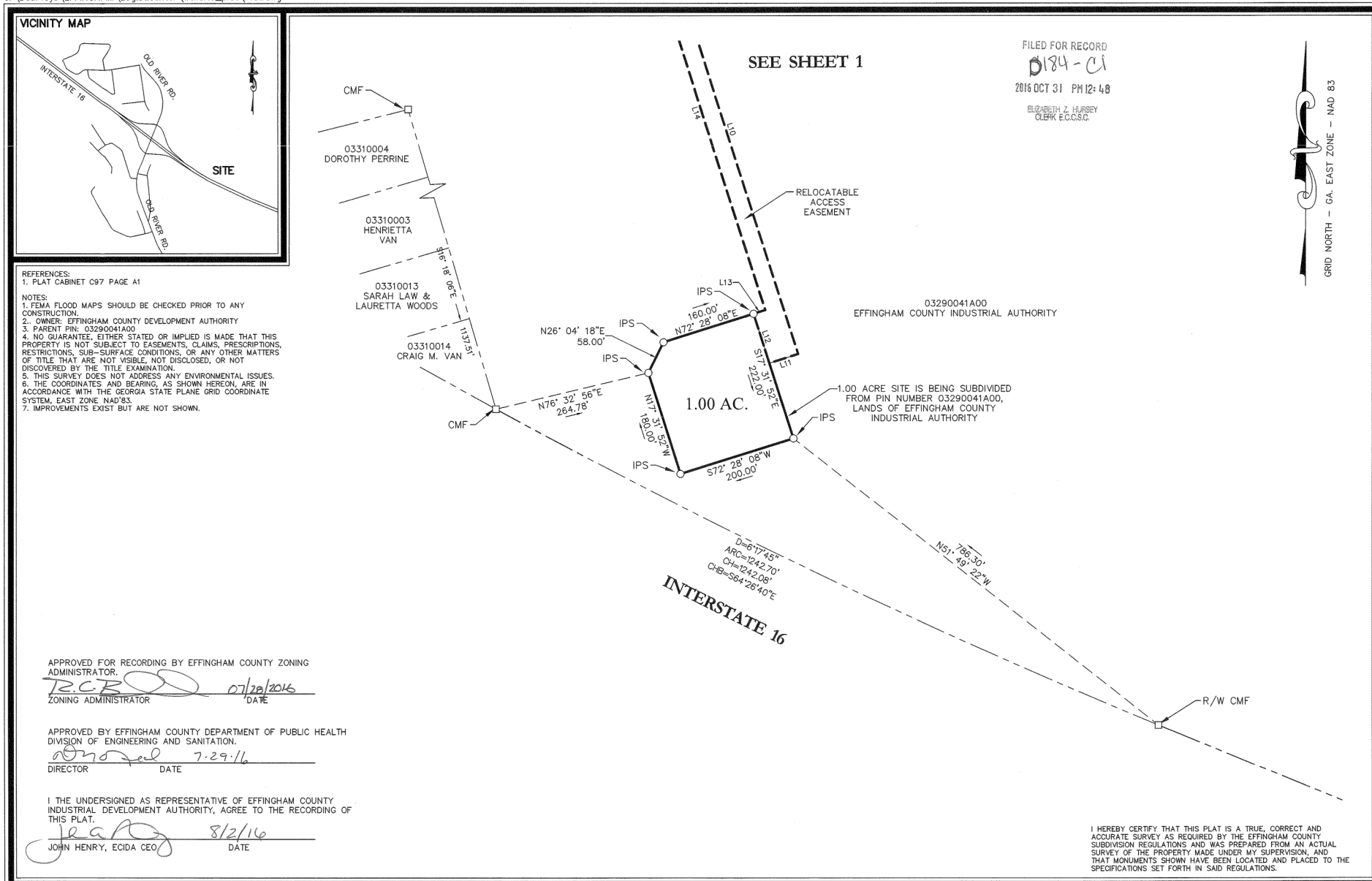
Title: \_\_\_\_\_

**Exhibit "A" to Form of Water Tower Easement**

[APPEARS ON FOLLOWING PAGE]

# Exhibit "A" to Form of Water Tower Easement

J:\dsurveys\EFFINGHAM\Logisticcenter\wellsite\_plat\Plat.dwg



**MINOR SUBDIVISION WELL SITE PLAT**  
BEING A 1.00 ACRE PORTION OF LANDS OF EFFINGHAM COUNTY DEVELOPMENT AUTHORITY, EIGHTH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA  
FOR: EFFINGHAM COUNTY DEVELOPMENT AUTHORITY

FIELD DATE: APR. 29, 2016
PLAT DATE: MAY 3, 2016
REVISED:
JOB NO.
SCALE: 1" = 100'

ERROR OF CLOSURE: FIELD - 1/45,789
ERROR OF CLOSURE: PLAT - 1/INFINITY
ANGULAR ERROR: 1" PER POINT
NUMBER OF LOTS: N/A
AREA: 1.00 ACRE
EQUIPMENT USED: TOTAL STATION
0 50 100

**HUSSEY GAY BELL**  
Established 1958  
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

HUSSEY, GAY, BELL & DEYOUNG, INC.  
CERTIFICATE OF AUTHORIZATION: LSF 300  
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



**Exhibit “B” to Form of Water Tower Easement**

[APPEARS ON FOLLOWING PAGE]

**LEGEND**

- CONC. MONUMENT FOUND
- GUY WIRE
- IRON PIPE FOUND
- IRON REBAR FOUND
- UNDERGROUND UTILITY LINE MARKER
- ☆ LIGHT POLE
- ⊕ POWER POLE
- ⊕ SIGN
- ⊕ SANITARY MANHOLE
- ⊕ TELEPHONE BOX
- ⊕ WATER METER
- COMPUTED POINT (NO MONUMENT)

**HATCH PATTERN LEGEND**

- [Hatched Pattern] ASPHALT PAVEMENT
- [Hatched Pattern] CONCRETE PAVEMENT
- [Hatched Pattern] GRAVEL/EARTH DRIVE

**LINE-TYPE LEGEND (UTILITIES)**

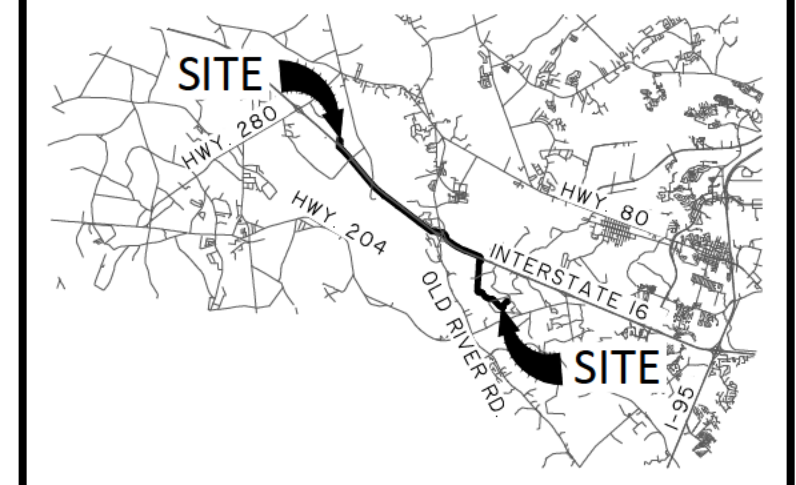
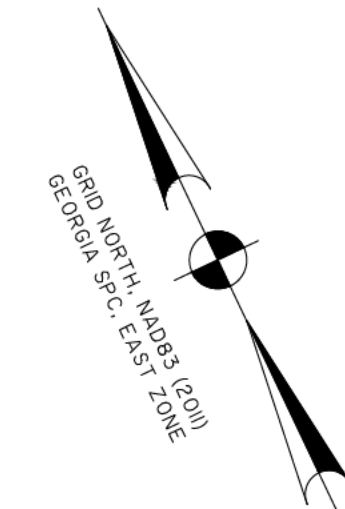
- UTL --- UNDERGROUND TELEPHONE LINE
- GAS --- UNDERGROUND NATURAL GAS LINE
- OHP --- OVERHEAD POWER LINE
- UGP --- UNDERGROUND POWER LINE
- S.F.M. --- SANITARY SEWER FORCE MAIN
- S.S.L. --- SANITARY SEWER LINE
- S.D.L. --- STORM DRAINAGE LINE
- W --- WATER DISTRIBUTION LINE

**LINE-TYPE LEGEND (BOUNDARIES)**

- ADJOINER PROPERTY LINE

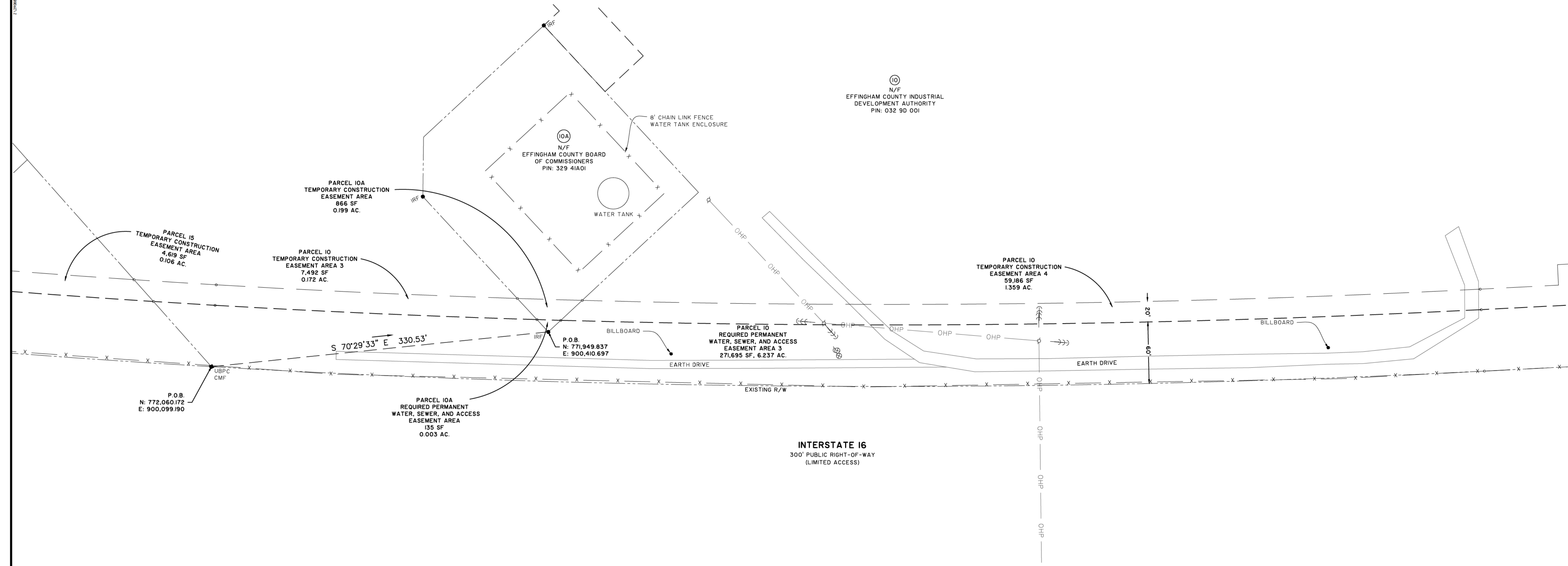
**LINE-TYPE LEGEND (PLANIMETRICS)**

- [Symbol] WOODS LINE
- [Symbol] RAIL ROAD TRACKS
- [Symbol] GUARD RAIL
- [Symbol] DITCH/CREEK CENTER-LINE
- [Symbol] WIRE FENCE



**VICINITY MAP** not to scale

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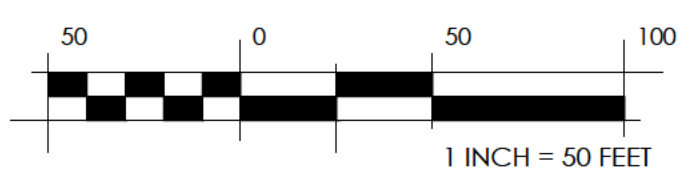
**EXHIBIT A**  
**BRYAN COUNTY**  
**I-16 REGIONAL SEWER**  
**IMPROVEMENTS**  
**PROJECT**

EFFINGHAM COUNTY, GEORGIA

prepared for  
BRYAN COUNTY BOARD  
OF COMMISSIONERS



50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300  
www.thomasandhutton.com



**ACREAGE TABLE - REQUIRED PERMANENT WATER, SEWER, AND ACCESS EASEMENT**

OWNER	PARCEL #	SQUARE FOOTAGE	ACRES
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #10	341,428 SF	7.838 AC.
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	PARCEL #10A	135 SF	0.003 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #11	40,562 SF	0.931 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #12	22,837 SF	0.524 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #13	21,432 SF	0.492 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #14	20,284 SF	0.465 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #15	18,471 SF	0.424 AC.

**ACREAGE TABLE - TEMPORARY CONSTRUCTION EASEMENT**

OWNER	PARCEL #	SQUARE FOOTAGE	ACRES
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #10	100,934 SF	2.317 AC.
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	PARCEL #10A	866 SF	0.199 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #11	12,395 SF	0.285 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #12	7,679 SF	0.176 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #13	7,164 SF	0.164 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #14	6,755 SF	0.155 AC.
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #15	4,619 SF	0.106 AC.

**Exhibit "B" to Form of Water Tower Easement**

**Exhibit "E"**  
**Form of Final Consent Order and Judgment**

[To be attached]

**IN THE SUPERIOR COURT OF EFFINGHAM COUNTY  
STATE OF GEORGIA**

BRYAN COUNTY, a political subdivision of the  
State of Georgia,

Condemnor,

v.

CERTAIN EASEMENT RIGHTS; and IHB  
Holdings Limited Partnership; Linda McDaniel,  
as Tax Commissioner of Effingham County  
Georgia; and any and all other persons having  
or claiming any right or interest in and to said  
lands, individually,

Condemnees.

Civil Action

File No. SUCV2023000077

Parcel 18

**[PROPOSED] FINAL CONSENT ORDER AND JUDGMENT**

This matter having come before the Court on a *Motion for Entry of Final Order and to Dismiss Petition to Set Aside, and Dismiss Condemnation Action*; and having been read and considered,

IT IS HEREBY ORDERED AND ADJUDGED that:

1. The *Motion for Entry of Final Order and to Dismiss Petition to Set Aside, and Dismiss Condemnation Action* is GRANTED.
2. This Court's Order entered on June 12, 2023 in this case (the "June 12th Order") is AMENDED as follows:

- a. The following sentence, "That the property rights described in the Condemnation Petition, being shown to be within the bounds of the required property, are hereby condemned for the use of Bryan County, Georgia, together with such rights as described in the Condemnation Petition under authority of the Official Code of Georgia Annotated," is hereby deleted from the June 12th Order and is replaced

with and superseded by the following: “That the following property rights, being ± 58,561 square feet (1.344 acres) of exclusive permanent sewer easement and ± 37,283 square feet (0.856 acres) of permanent water easement, as further described and shown in that certain Permanent Water and Sewer and Access Easement Agreement, filed and recorded on August 9, 2024, at Deed Book 2924, Pages 886–898, Effingham County, Georgia real estate records, are hereby condemned for the use of Bryan County, Georgia.”

- b. All other portions of the June 12th Order shall remain in full force and effect.
3. Upon execution by the Court and filing in the case docket, Bryan County shall record this Final Consent Order and Judgment in the real estate records of Effingham County cross referencing the affidavit filed by Bryan County’s counsel recorded on June 15, 2023 at Deed Book 2854, Page 240, Effingham County real estate records, to further update, reflect and be consistent with the easement rights and easement areas established in the Permanent Water and Sewer Agreement on the Subject Property in this action.
4. Condemnor also shall execute and record, in the form attached hereto as **Exhibit “A”** and incorporated herein by reference, an updated Affidavit of Facts Affecting Title in the real estate records of Effingham County cross-referencing the two prior affidavits filed by Bryan County’s counsel (the first recorded on May 19, 2023 at Deed Book 2848, Page 768, and the second on June 15, 2023 at Deed Book 2854, Page 240, Effingham County real estate records) and the Affidavit of Facts Affecting Title filed by Edward L. Newberry, Jr. as counsel for Effingham County, recorded on June 30, 2023 at Deed Book 2857, Page 528, Effingham County real estate records.

5. Bryan County previously deposited the sum of \$753,200.00 into the registry of the Court upon the filing of this case on June 7, 2023, as confirmed by the Certificate of the Clerk filed June 7, 2023. The Clerk of Court shall promptly cause the entire \$753,200.00, plus any interest accrued thereon (if any), to be remitted to Bryan County, payable to: Bryan County, Georgia, and delivered to Bryan County, Finance Department, 66 Captain Matthew Freeman Drive, Richmond Hill, Georgia 31324.
6. The *Petition to Set Aside, Dismiss, Vacate and Annul Condemnor's Petition for Condemnation in Rem and Declaration of Taking and Brief in Support Thereof*, filed on June 30, 2023 by Effingham County, a political subdivision of Georgia, and Effingham County Board of Commissioners is DISMISSED.
7. The *Notice of Appeal in Condemnation Action*, filed on June 30, 2023 by Effingham County, a political subdivision of Georgia, and Effingham County Board of Commissioners is DISMISSED.
8. Any and all allegations in this condemnation action that Bryan County damaged any wetlands or that Bryan County failed to comply with the Georgia Constitution, law, and/or acted in bad faith are withdrawn.
9. Upon the return of Bryan County's entire prior deposit in the registry of the Court to County as provided herein, the Clerk is hereby directed to move this action to the closed docket.
10. All costs of this action shall be taxed against Bryan County.
11. Each party shall be responsible for payment of its own attorneys' fees with respect to this action.

12. The entry of this Final Order and Judgment is a full and final adjudication and settlement of any and all claims which were raised or could have been raised by any party in this action, including for just and adequate compensation for the taking and damaging of property and property interests.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2026.

---

JUDGE, SUPERIOR COURT OF EFFINGHAM COUNTY

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE OF THE PARTIES APPEARS ON THE FOLLOWING PAGE]

**PREPARED AND SUBMITTED BY:**

/s/ Christian F. Torgrimson

Christian F. Torgrimson

Georgia Bar No. 714749

Eli W. Awbrey

Georgia Bar No. 260107

*Attorneys for Effingham County, a political subdivision of Georgia, and Effingham County Board of Commissioners*

Parker Poe Adams & Bernstein LLP

1075 Peachtree Street NE

Suite 1500

Atlanta, Georgia 30309

(678)-690-5750 (Telephone)

(404)-869-6972 (Facsimile)

[christiantorgrimson@parkerpoe.com](mailto:christiantorgrimson@parkerpoe.com)

[eliawbrey@parkerpoe.com](mailto:eliawbrey@parkerpoe.com)

**CONSENTED TO BY:**

Aaron M. Kappler

Georgia Bar No. 272533

*Attorney for Bryan County, Georgia*

Thompson, O'Brien, Kappler & Nasuti, P.C.

10950 Ford Avenue

Richmond Hill, Georgia 31324

(912) 348-1776 (Telephone)

[akappler@tokn.com](mailto:akappler@tokn.com)

**EXHIBIT “A” - FORM OF AFFIDAVIT OF FACTS AFFECTING TITLE**

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[SPACE ABOVE RESERVED FOR RECORDER’S USE]

**After recording return to:**

Thompson, O’Brien, Kappler & Nasuti, P.C.  
10950 Ford Avenue  
Richmond Hill, Georgia 31324

**Cross Reference:**

Deed Book 2848, Page 768,  
Deed Book 2854, Page 240,  
Deed Book 2857, Page 528,  
Effingham County, Georgia records

**Effingham County Tax PIN No. 0331 0022**

**AFFIDAVIT OF FACTS AFFECTING TITLE**

STATE OF GEORGIA  
COUNTY OF BRYAN

IN RE: Certain lots, tracts or parcels of land situate, owned by the Board of Commissioners of Effingham County, Georgia by virtue of that certain Limited Warranty Deed recorded at Deed Book 2852, Page 427, and lying and being in the 1559th G.M. District, Effingham County, Georgia, being known as Tract 2 (7.424 acres, more or less) and Tract 3 (2.821 acres, more or less), as shown and more particularly described on that certain map or plat made by M. Jerry Tomberlin, Jr., R.L.S. No. 2942, dated June 6, 2023 and recorded in Plat Book 29, Page 614 in the records of the Clerk of Superior Court of Effingham County, Georgia, further identified as Effingham County Tax PIN No. 0331 0022 (the “Property”).

Before the undersigned attesting officer came Aaron M. Kappler, Bryan County Attorney, who, being duly sworn, did depose and say as follows:

My name is Aaron M. Kappler. I am over twenty-one (21) years of age, am under no legal disability, am competent to give this *Affidavit of Facts Affecting Title* (“Corrective Affidavit”), and have personal knowledge of the facts contained herein.

1.

On May 19, 2023, I filed an Affidavit of Facts Affecting Title, recorded at Deed Book 2848, Page 768–775, Effingham County, Georgia real estate records (the “First Affidavit”), which referenced, and attached as Exhibit “A” thereto, a Notice of Intent to Condemn. The Notice of Intent to Condemn notified the then-owner of the Property of Bryan County’s intent to condemn a

portion of the Property and provided a legal description and plat describing and showing the specific property interests sought by Bryan County over the Property.

2.

On June 15, 2023, I filed another Affidavit of Facts Affecting Title, recorded at Deed Book 2854, Pages 240–251, Effingham County, Georgia real estate records (the “Second Affidavit”), which referenced and attached as Exhibit “A” thereto a June 12, 2023 Order (the “Original Order”) in Civil Action File No. SU23CV077P.

3.

The Superior Court of Effingham County entered a Final Consent Order and Judgment on \_\_\_\_\_, 2026 (the “Amending Order”) amending the Original Order and dismissing the Condemnation Petition and Declaration of Taking contemplated by the Original Order. The Amending Order provided that the following property rights, being ± 58,561 square feet (1.344 acres) of exclusive permanent sewer easement and ± 37,283 square feet (0.856 acres) of permanent water easement, as further described and shown in that certain Permanent Water and Sewer and Access Easement Agreement, filed and recorded on August 9, 2024, at Deed Book 2924, Pages 886–898, Effingham County, Georgia real estate records (the “Easement Agreement”), were condemned for the use of Bryan County, Georgia. A copy of the Amending Order is attached hereto as Exhibit “1”.

4.

I hereby expressly acknowledge that the Original Order has been amended to reflect the property interests acquired by Bryan County under the Easement Agreement. I further expressly acknowledge that the First Affidavit and the Second Affidavit are mooted and superseded by the Amending Order.

5.

This Corrective Affidavit is made pursuant to the provisions of O.C.G.A. § 44-2-20 and in connection with Bryan County, Georgia’s acquisition by in rem condemnation of title to the property rights and interests described herein. This Corrective Affidavit clearly reflects the facts affecting title to the premises described herein.

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
Aaron M. Kappler  
Georgia Bar No. 272533

[AFFIX NOTARIAL SEAL]

# **EXHIBIT “1” - Amending Order**

[Insert Amending Order to be Entered by Court]

**Exhibit "F"**  
**Form of Bryan County Utility Encroachment Agreement**

[To be attached]

# Exhibit F

AFTER RECORDING, RETURN TO:  
Thompson, O'Brien, Kappler & Nasuti, P.C.  
Attn: Aaron M. Kappler, Esq.  
100 Timber Trail, Suite 201  
Richmond Hill, GA 31324

File No.: 7350.00000

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STATE OF GEORGIA  
COUNTY OF BRYAN

## UTILITY ENCROACHMENT AGREEMENT

**THIS UTILITY ENCROACHMENT AGREEMENT** (referred to herein as the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (together with its successors and assigns, the “**County**”) and **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (together with its successors and assigns, “**Utility Provider**”) (County and Utility Provider may be referred to in this Agreement, collectively, as “Parties” or, individually, as a “Party”).

### W I T N E S S E T H

- A. **WHEREAS**, \_\_\_\_\_ (the “**Owner**”) is the fee simple owner of that certain real property located at \_\_\_\_\_, Effingham County, Georgia, Parcel Identification Number \_\_\_\_\_, and being more particularly described on Exhibit “A,” attached hereto and incorporated herein for reference (the “**Property**”); and
- B. **WHEREAS**, the County is the holder of an existing utility easement (the “**County Utility Easement**”) located on the Property by virtue of that certain Easement Agreement by and between the County and the Owner dated \_\_\_\_\_, recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, Effingham County Georgia Records, [and as shown on that Plat recorded contemporaneously therewith, dated \_\_\_\_\_, and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Effingham County Georgia Records], and being more particularly described in Exhibit “B,” attached hereto and incorporated herein for reference (the “**County Utility Easement Area**”); and
- C. **WHEREAS**, Utility Provider desires to encroach upon the County Utility Easement to construct, maintain and repair certain utilities, namely \_\_\_\_\_ (the “**Encroachment**”); and

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, Ten and No/100<sup>ths</sup> Dollars (\$10.00) in hand paid and other good and valuable considerations, the receipt

and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of Encroachment.** Subject to the terms of this Agreement, County hereby grants Utility Provider, its agents, employees and contractors the ability to encroach upon the County Utility Easement Area, together with the right of ingress and egress through and across the County Utility Easement Area to reach the Encroachment. The Encroachment upon the County Utility Easement Area consists of [\_\_\_\_\_], as more particularly shown on the plat, attached hereto as Exhibit "C." The Utility Provider agrees and acknowledges the County's right and title to said easement(s) and the priority of the County's right of use and hereby agrees not to resist or assail said priority. Use of the easement area shall be at the sole risk and expense of the Utility Provider, and the County is specifically relieved of any responsibility for damage to the facilities and property of the Utility Provider resulting or occurring from the use of said easement(s) as provided herein, except to the extent of damage caused by the County, the County's agents, employees or contractors.
2. **Rights from Owners of the Land.** The County neither warrants nor guarantees that the rights granted, conveyed, and assigned herein are sufficient for the Utility Provider's intended use and purposes. Utility Provider shall be solely responsible for making such determination.
3. **Notice Regarding Encroachment Placement.** Utility Provider shall submit all plans, plats, surveys, drawings, legal descriptions and any other document of the proposed Encroachment on the County Utility Easement Area to the County at least sixty (60) days prior to initiating construction or installation of the encroaching utility upon the County Utility Easement Area. Upon receipt of such plans, the County shall have the right to review and comment on all construction plans, including all horizontal and vertical pipeline design drawings proposed as part of the Encroachment. County shall use commercially reasonable efforts to review the submitted plans and drawings, and provide written comments to Utility Provider within forty-five (45) business days after receipt. Utility Provider shall be responsible for providing revised plans/drawings based on County review comments, whose subsequent written acceptance shall not be unreasonably delayed or withheld. No construction may be commenced by Utility Provider until the County provides its written consent.
4. **No Impairment of County Utilities.** The Parties understand and agree that the Encroachment shall not impair, nor in any way interfere with, the County's utilities within the County Utility Easement Area in any way, including but not limited to the County's use of, access to, operation and maintenance of its utilities within the County Utility Easement Area. Should at any time the Utility Provider hinder or otherwise impact the County's infrastructure and/or its operation and maintenance of same, upon notification by the County, the Utility Provider shall immediately rectify the deficiency within 24 hours.
5. **Responsibilities of the Utility Provider.** The Utility Provider hereby agrees and covenants to perform any and all approved work within the County's easement(s) that in no way affects the validity of the County's easement(s) and shall in no way modify or restrict the use or rights of the County, its successor or assigns, in and to the area to be used. Furthermore, the Utility Provider shall:
  - a. Not construct any utilities within five (5) feet of the County's infrastructure and

shall not have any vertical crossings within 24-inches of the County's infrastructure, and;

- b. Not construct any utilities beneath any County structures, manholes, or above ground features, and;
- c. Not construct any buildings, sheds, pumping systems, generators, poles, towers, tanks, panels/cabinets, fencing, walls, headwalls, spillways, or other permanent structures, not consistent or typical of linear water transmission mains, within the County's easement, and;
- d. Provide at the Utility Provider's sole expense any cathodic protection systems and equipment required to provide the County's infrastructure, and;
- e. Design all crossings as close to ninety (90) degrees as possible. Parallel occupation will only be allowed in limited case-by-case circumstances, and;
- f. Provide and install, at the Utility Provider's sole expense, clearly visible and permanent utility markers/signs showing the location of the buried Utility Provider's facilities on each side of the easement crossing, and;
- g. Provide Bryan County with final record/as-built drawings based on record survey of all infrastructure constructed by the Utility Provider inside the County's easement.
- h. Prior to final approval of the proposed easement encroachment, coordinate with the County to expose a test-hole, via vacuum excavation or similar minimally invasive method, to locate horizontal position and depth of the existing County piping/facilities at the proposed crossing. Utility Provider shall be responsible for all local one call (811) notifications prior to any excavation activities and shall be responsible for any damage to existing utilities. Existing County utility horizontal and vertical location information collected during test-pit process shall be incorporated into the Utility Provider engineering plans for County review, and;
- i. Incorporate in any and all of its contracts and agreements, for any work or construction done on or to said County easement(s), with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, and subcontractors to indemnify and hold harmless the County, its agents and employees for any and all costs and expenses resulting from injuries (including death) to any persons or damage to any property attributed to or resulting from the construction, use or maintenance of the Utility Provider's facilities, projects, or programs conducted on said County easement(s), and;
- j. Shall obtain all necessary licenses and permits required for work within the easement(s) and all work shall be done and all improvements constructed in a good and workmanlike manner and shall be free and clear of all liens of contractors, subcontractors, laborers and materialmen and all other liens, and;
- k. Perform all work, and construct all improvements in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over such work, including the Bryan County Code of Ordinances.

6. **Alterations.** It is the understanding of the Parties that in the event inspections, repairs, maintenance, modifications, or similar changes (referred to in this Agreement as “**Alterations**”) are necessary or prudent to ensure that the Encroachment is at all times in good and usable condition, is properly maintained, and is in compliance with all applicable laws, regulations, and ordinances, then any expenses or costs associated with, incident to, or incurred in connection with Alterations located within the County Utility Easement Area shall be incurred entirely by Utility Provider.
7. **Property Disturbance.** Any Alterations performed by Utility Provider pursuant to this Agreement shall be performed so as not to interfere with or adversely affect the rights of the County; if, due to the nature of such Alterations, this is not possible, then such Alterations shall be performed with as little inconvenience to the County as is consistent with reasonable work in progress. Additionally, upon completion of any such Alteration, Utility Provider shall restore the portions of such other Party’s property which are/were disturbed to a condition equal to that which existed immediately prior to the commencement of Alterations and shall coordinate such Alterations and restoration work with the owner of such property.
8. **Duty to Cooperate.** The Parties agree to cooperate and work together in good faith to timely fulfill the obligations set forth in this Agreement.
9. **Waiver.** No failure of any Party to exercise any power given hereunder or to insist upon strict compliance by the other(s) with its obligations hereunder and no custom or practice of any Party at variance with the terms hereof shall constitute a waiver of any Party’s right to demand exact compliance with the terms hereof.
10. **Notices.** All notices provided or required to be given under this Agreement shall be deemed to have been duly given, served and delivered if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the United States mail for registered or certified mail, postage prepaid, return receipt requested, to the addresses provided below:

If to the County:            Bryan County  
   Attn: Director of Engineering  
   66 Captain Matthew Freeman Drive  
   Richmond Hill, Georgia 31324

With a copy to:

Aaron M. Kappler  
100 Timber Trail  
Suite 201  
Richmond Hill, 31324

If to Utility Provider: Effingham County  
   Attn: Tim Callanan, County Manager  
   804 South Laurel Street

Springfield, GA 31329

With a copy to:

Effingham County  
Attn: Tré Wilkins, Project Manager – Capital Improvement Projects  
804 South Laurel Street  
Springfield, GA 31329

11. **Rescission, Modification, Amendment.** This Agreement may not be rescinded, modified, or amended, in whole or in part, except by an instrument in writing signed by the Parties, or their successors and assigns, and no such instrument shall take effect unless and until it is recorded in the Bryan County, Georgia Records.
12. **Governing Law/Venue.** This Agreement shall be construed in accordance with the laws of the State of Georgia. The Parties irrevocably submit to the jurisdiction and venue of the Superior Court for the County in which the land is located for any and all disputes arising hereunder.
13. **Recitals and Exhibits.** The recitals contained in the beginning of this instrument and any and all Exhibits, instruments, or attachments attached hereto are incorporated herein by this reference.
14. **Agreement Running with Land.** The rights granted to Utility Provider herein shall run with title to the land and shall be perpetual in favor of Utility Provider, its successors and assigns.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

[SIGNATURE PAGE TO ENCROACHMENT AGREEMENT - COUNTY]

IN WITNESS WHEREOF, The Parties have hereunto caused this Easement Agreement to be executed by their duly authorized representatives and their official seals to be affixed hereto, the day and year first above written.

Signed, sealed and delivered in the presence of:

**BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia,

\_\_\_\_\_  
Witness

By: \_\_\_\_\_(SEAL)

Name:

\_\_\_\_\_  
Notary Public

Title:

My Commission Expires:

[Notary Seal]

[SIGNATURE PAGE TO ENCROACHMENT AGREEMENT – UTILITY PROVIDER]

Signed, sealed and delivered in the presence  
of:

**UTILITY PROVIDER**

**EFFINGHAM COUNTY**

By: \_\_\_\_\_(SEAL)

Name:

Title:

\_\_\_\_\_

Witness

\_\_\_\_\_

Notary Public

My Commission Expires:

[Notary Seal]

**EXHIBIT "A" – PROPERTY DESCRIPTION**

**EXHIBIT "B" – COUNTY EASEMENT**

**EXHIBIT "C" - ENCROACHMENT**