

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

ANNEXATION AGREEMENT

This Annexation Agreement (the “Agreement”) is made effective as of the 12th day of July, 2022 by and between the Effingham County Board of Commissioners (the “County”), the City of Springfield (the “City”), and Deland Properties, LLC (the “Landowner”).

WITNESSETH:

WHEREAS, pursuant to Art. IX, Sec. III, Para. 1 of the Constitution of the State of Georgia, the County and the City are authorized to enter into intergovernmental agreements; and

WHEREAS, the Landowner has requested that the City annex (his/her/its) land pursuant to the 100% annexation method (O.C.G.A. § 36-36-20 *et seq.*); and

WHEREAS, the Landowner’s land is not contiguous to the City’s existing corporate boundaries within the meaning of O.C.G.A. § 36-36-20(a); and

WHEREAS, O.C.G.A. § 36-36-20(b) provides that “[n]otwithstanding the [contiguity] limitations of subsection (a) of [§ 36-36-20], an area may be annexed by agreement between the municipal corporation and the governing body of the county in which the territory proposed to be annexed is located”; and

WHEREAS, the City desires to annex the Landowner’s land; and

WHEREAS, by annexing the Landowner’s land, the City shall undertake service obligations with regard to such land; and

WHEREAS, the County hereby consents and agrees to the City’s annexation of the Landowner’s land;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained, the adequacy and sufficiency of which is hereby acknowledged under seal, the County, the City, and the Landowner hereby agree as follows:

1. Recitals. The foregoing recitals are material to this Agreement and are

incorporated herein by reference.

2. Agreement. In consideration of the service obligations that the City shall undertake by annexing Landowner's land, the County, the City, and the Landowner hereby consent and agree to the annexation of Landowner's land, a more detailed description of which is attached hereto as Exhibit A, and incorporated herein by reference.

3. Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of all heirs, executors, administrators, successors and assigns of the respective parties hereto. All additions or modifications to this Agreement shall only be in writing and signed by all parties and shall become an addendum to this Agreement. No verbal agreements of any kind between the parties regarding the subject matter of this Agreement shall be binding upon the parties.

4. Governing Law. This Agreement and all other documents or instruments delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the State of Georgia.

5. Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by electronic mail, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document.

IN WITNESS WHEREOF, the City of Springfield, Georgia and the Board of Commissioners of Effingham County, Georgia have caused their duly authorized officers to hereunto set their hands and affixed their respective corporate seals, and so too has Landowner executed this Agreement, the date and year first above written.

CITY OF SPRINGFIELD

By: Barton A. Alderman (SEAL)
Barton A. Alderman, Mayor, City of Springfield, Georgia



ATTEST: Jennifer Y. Smith
Jennifer Smith, City of Springfield Clerk

**EFFINGHAM COUNTY
BOARD OF COMMISSIONERS**

By: _____ (SEAL)
Wesley Corbitt, Chairman, Effingham, County Board of Commissioners

ATTEST: _____
Stephanie Johnson, Effingham County Clerk

LANDOWNER

By: _____
Douglas M. Edwards, Deland Properties LLC

This Agreement is approved as to form:

By: _____
Lee Newberry, Effingham County Attorney

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

EXHIBIT A - Legal Description and Map Showing Landowner's Properties

Parcel 429A-14

Acreage: 4.73

Deed Book & Page: 2189, 934-936 (Recorded 4-26-2013)

Plat Book & Page: B58 F2 (Recorded 7-14-1999)

Legal Description:

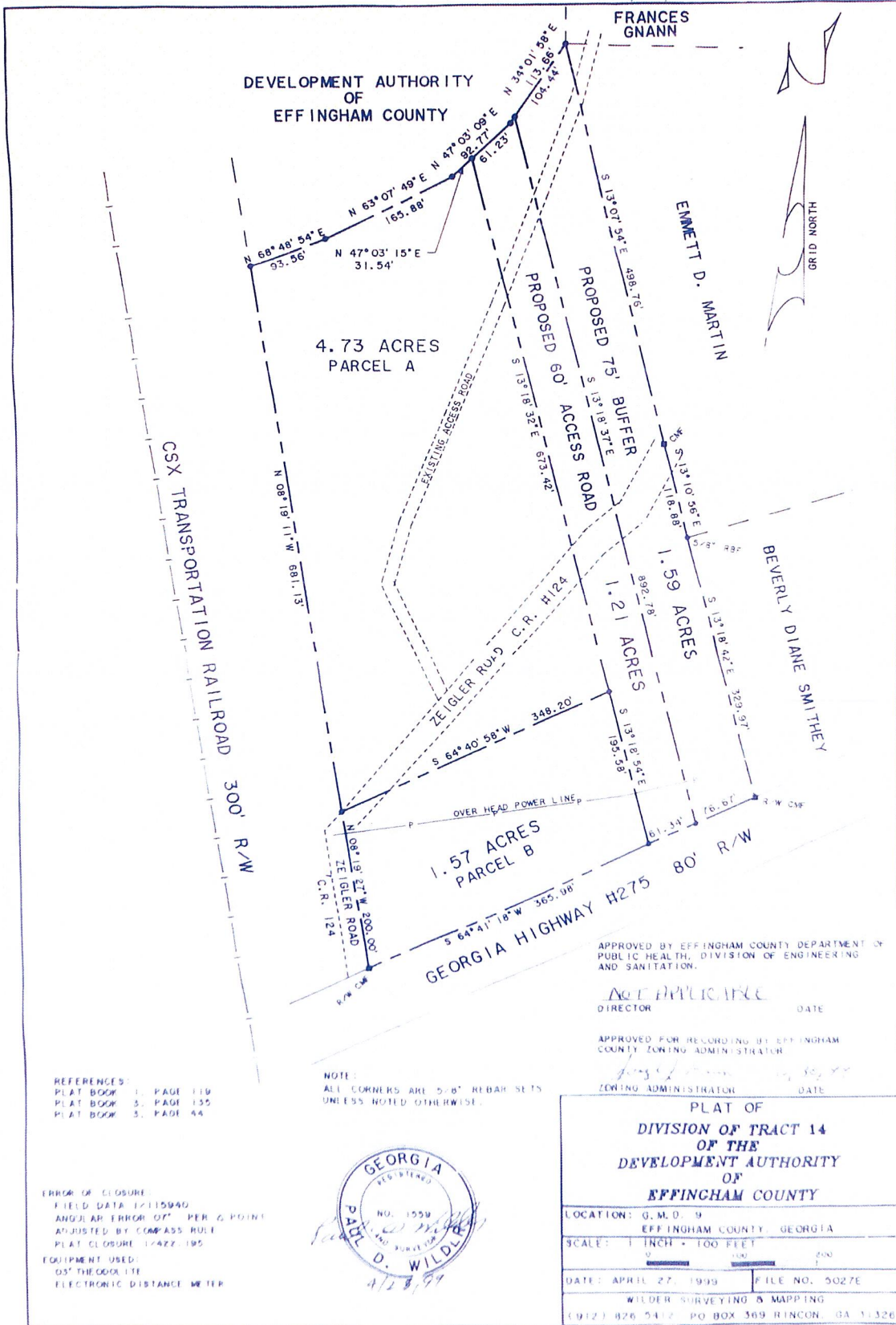
All that certain lot, tract or parcel of land situate, lying, and being in the 9th G. M. District of Effingham County, Georgia, containing 4.73 acres, more or less, shown and designated a Parcel A on a plat prepared by Paul D. Wilder, Georgia Registered Land Surveyor No. 1559, dated April 27, 1999, entitle "Division of Tract 14 of the Development Authority of Effingham County," and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 58-F, said plat being incorporated herein by reference and made a part hereof for better determining the metes, bounds, course and distances of the subject property.

Together with a sixty (60') foot wide non-exclusive ingress/egress easement to benefit the above-described property as shown on the above-mentioned plat.

The above-described property is the same property conveyed by RPC, Inc., to Effingham County Industrial Development Authority pursuant to that certain Limited Warranty Deed dated January 1, 2001, filed for record and recorded on June 14, 2001, in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 721, Page 176.

The above-described property and the improvements thereon are more commonly known as 121 Entrepreneur Way, Rincon Georgia 31329, which has been assigned a tax parcel number of 0429A014 by the Tax Assessor of Effingham Country Georgia.

PLAT:



Parcel 429A-14A

Acreage: 12.30

Deed Book & Page: 2624 350-351 (Recorded 9-18-2020)

Plat Book & Page: C161 F (Recorded 4-27-2007)

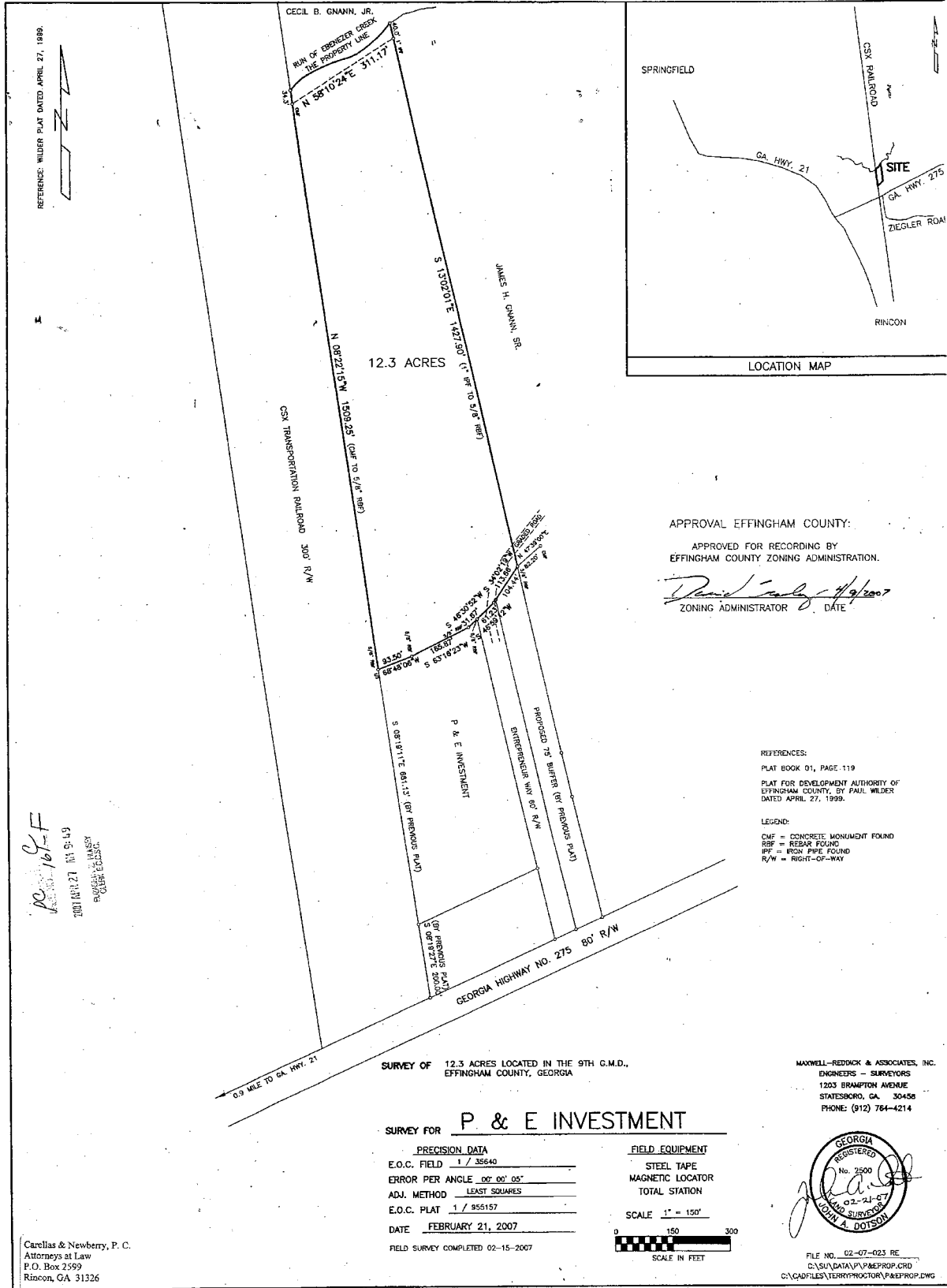
Legal Description:

All that certain lot, tract or parcel of land situate, lying, and being in the 9th G. M. District of Effingham County, Georgia, containing Twelve and Three Tenth (12.3) acres, more or less, as shown and more particularly described on the certain map or plat made by Jon A. Dotson, R.L.S. #2500, dated February 21, 2007 and recorded in Plat Cabinet "C", Slide 161-F, in the records of the Clerk of the Superior Court of Effingham County, Georgia,. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Together and Included Herewith, is a perpetual non-exclusive right-of-way easement for road and utility purposes for ingress and egress over and across that certain 60-foot wide road right of way (also known as Entrepreneur Way) extending from Georgia Hwy No. 275 to the above-described property, as shown on aforesaid plat.

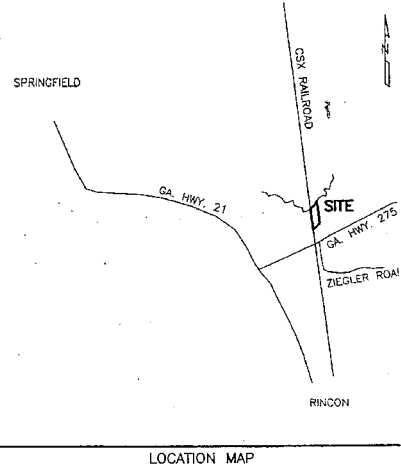
This being the same property conveyed by warranty deed from Effingham County Industrial Development Authority to P&E Investment Properties, LLC dated April 25, 2007 and recorded in said Clerk's Office in Deed Book 1618, Page 150.

PLAT:



REFERENCE: WIDER PLAT DATED APRIL 27, 1989.

PC
2007 APR 27 03:51:59
ENGINEER'S SEAL
CLARE EGGAN



APPROVAL EFFINGHAM COUNTY:
APPROVED FOR RECORDING BY
EFFINGHAM COUNTY ZONING ADMINISTRATION.
David Taylor 4/2/2007
ZONING ADMINISTRATOR DATE

REFERENCES:
PLAT BOOK 01, PAGE 119
PLAT FOR DEVELOPMENT AUTHORITY OF
EFFINGHAM COUNTY, BY PAUL WILDER
DATED APRIL 27, 1989.
LEGEND:
CMF = CONCRETE MONUMENT FOUND
RBF = REBAR FOUND
IPF = IRON PIPE FOUND
R/W = RIGHT-OF-WAY

SURVEY OF 12.3 ACRES LOCATED IN THE 9TH C.M.D.,
EFFINGHAM COUNTY, GEORGIA

SURVEY FOR **P & E INVESTMENT**

PRECISION DATA
E.O.C. FIELD 1 / 35640
ERROR PER ANGLE 00' 00" 05"
ADJ. METHOD LEAST SQUARES
E.O.C. PLAT 1 / 955157
DATE FEBRUARY 21, 2007
FIELD SURVEY COMPLETED 02-15-2007

FIELD EQUIPMENT
STEEL TAPE
MAGNETIC LOCATOR
TOTAL STATION
SCALE 1" = 150'
0 150 300
SCALE IN FEET

MAXWELL-REDDICK & ASSOCIATES, INC.
ENGINEERS - SURVEYORS
1203 BRAMPTON AVENUE
STATESBORO, GA. 30458
PHONE: (912) 764-4214



Carillas & Newberry, P. C.
Attorneys at Law
P.O. Box 2599
Rincon, GA 31326

FILE NO. 02-07-023 RE
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