

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

**INFRASTRUCTURE AGREEMENT**

This Infrastructure Agreement (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia, having its principal place of business at 601 N. Laurel Street, Springfield, GA 31329 (hereinafter, the “County”), THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “City”), and CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company, having its principal place of business at \_\_\_\_\_ (hereinafter, “CONSTRUCTION DEVELOPMENT INVESTORS”).

WITNESSETH:

WHEREAS, CONSTRUCTION DEVELOPMENT INVESTORS is the fee owner of certain land OGLETHORPE LANDING SUBDIVISION as shown upon a plat entitled “A SUBDIVISION PLAT OF OGLETHORPE LANDING #768 EBENEZER ROAD” recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the “OGLETHORPE LANDING”); and

WHEREAS, CONSTRUCTION DEVELOPMENT INVESTORS, LLC and the City have entered into a Utility Easement Agreement (attached hereto as “Exhibit 1”) granting the City the right to use and exercise all rights in and to the utility easement as shown on that certain map or plat entitled “5-B \_\_\_\_\_ and recorded in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_ in the records of the Clerk of Superior Court of Effingham County, attached hereto as Exhibit B to Exhibit 1 and made a part hereof by this reference (hereinafter referred to as “Easement Premises”); and

WHEREAS, CONSTRUCTION DEVELOPMENT INVESTORS and the City have entered into a Water and Sewer Service Agreement (attached hereto as “Exhibit 2”) in order for the City to provide the Oglethorpe Landing with potable water and sanitary sewer services; and

WHEREAS, Oglethorpe Landing is not located within the City’s corporate boundaries, but is located within the City’s water and sewer service delivery area; and

WHEREAS, the Oglethorpe Landing is located within unincorporated Effingham County; and

WHEREAS, the County intends to accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

WHEREAS, portions of the utility infrastructure currently owned by CONSTRUCTION DEVELOPMENT INVESTORS, which include, without limitation: 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 Oglethorpe Landing (collectively, the "Facilities") are or will be located within the County-owned right-of-way should the County accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

WHEREAS, portions of the Facilities are or will be located inside the County-owned rights-of-way; and

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

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

WHEREAS, the City's perpetual ownership of the Facilities is paramount to the City's provision of utility services to Oglethorpe Landing; and

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

1. Ownership of the Facilities within the County-owned Right-of-Way. If the City accepts dedication of the Facilities and the County accepts dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1, the City shall forever be the sole owner of the Facilities located within the County-owned roads and rights-of-way, regardless of whether the Facilities are currently within the County-owned roads and rights-of-way, or placed there in the future.

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

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

By: \_\_\_\_\_  
Wesley Corbitt  
Its: Chairman

ATTEST: \_\_\_\_\_  
Stephanie Johnson  
Effingham County Clerk

THE CITY OF SPRINGFIELD

By: \_\_\_\_\_  
Barton A. Alderman  
Mayor, City of Springfield

CONSTRUCTION DEVELOPMENT  
INVESTORS, LLC

By: \_\_\_\_\_  
, Manager

Signed, sealed and delivered this  
20 day of October, 2022, in  
the presence of:

Shanna Patrick  
WITNESS

Sylvia Kwon  
NOTARY PUBLIC



This Agreement is approved as to form:

By: \_\_\_\_\_  
Lee Newberry  
Effingham County Attorney

By:

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**Benjamin M. Perkins**  
**City Attorney, City of Springfield**

**EXHIBIT 1**

**Utility Easement Agreement between the City of Springfield, Georgia and  
CONSTRUCTION DEVELOPMENT INVESTORS, LLC**

**EXHIBIT 2**

**Water and Sewer Service Agreement between the City of Springfield, Georgia and  
CONSTRUCTION DEVELOPMENT INVESTORS, LLC**