

Staff Report

Subject: Final Plat Approval (Fifth District)
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: February 6, 2024
Item Description: Toss Allen requests approval of the final plat and infrastructure agreement for Oglethorpe Phase 2. Map #446 Parcel# 12

Summary Recommendation

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

Executive Summary/Background

- Construction Development Investors, LLC contractors have built roads and drainage infrastructure for Phase 2 of Oglethorpe Landing in order to sell the 45 lots in this R-6 subdivision.
- City of Springfield will provide water & Sewer service.
- EOM inspected all roads, right-of-ways, and drainage infrastructure that is being dedicated to the county and has requested a 2nd Inspection to verify the installation of the Buffer and stabilization of the Pond.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. All documents are in order, and consistent with zoning, plans, and plats previously approved.
- EOM has reviewed the Warranty Bond Recommendation, which is correct.
- Development Services has not received the Bond as of 1/26/24.
- The County Attorney has reviewed and approved the warranty deed and infrastructure agreement and approves.
- Staff has been in contact to receive the Bond before commencement of pulling building permits.

Alternatives

1. **Approve** the final plat and infrastructure agreement for Oglethorpe Phase 2, and accept the roads and drainage infrastructure identified in the warranty deed.

2. **Take no action**

Recommended Alternative: 1

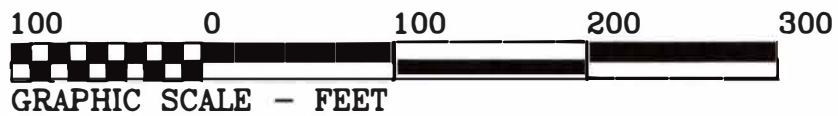
Other Alternatives: 2

Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments:

1. Final Plat for Oglethorpe Phase 2
2. Final Plat Submittal Form & Checklist
3. Warrant Deed
4. Bond



**OGLETHORPE LANDING
SUBDIVISION, PHASE 2**

**SHEET 1, LOTS 32 THRU 47
AND LOTS 73 THRU 76**

DATE: NOVEMBER 29, 2023
By: Warren E Poythress
Registered Land Surveyor No. 1953
Address: 991 Hunters Road
Sylvania, Georgia 30467
Cell Phone - 912-531-1453
Telephone: 912-857-3288
Equipment - Sokia GRS2 - GPS
FINAL PLAT CLOSURE = 34984

RBS - 5/8" REBAR(SET)
RBF - 5/8" REBAR(FOUND)

SURVEYOR'S 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 certificated, 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 as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Warren E. Poythress
WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953
DATE: 11-29-23

**LOCATED IN THE 9TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA**

SETBACKS
FRONT 15'
REAR 25'
SIDE 7.5'
BUFFER 15'

FINAL PLAT APPROVAL:
THE SUBDIVISION KNOWN AS OGLETHORPE LANDING SUBDIVISION -PHASE 2 HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATION AND WAS APPROVED BY THE EFFINGHAM BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY GEORGIA.

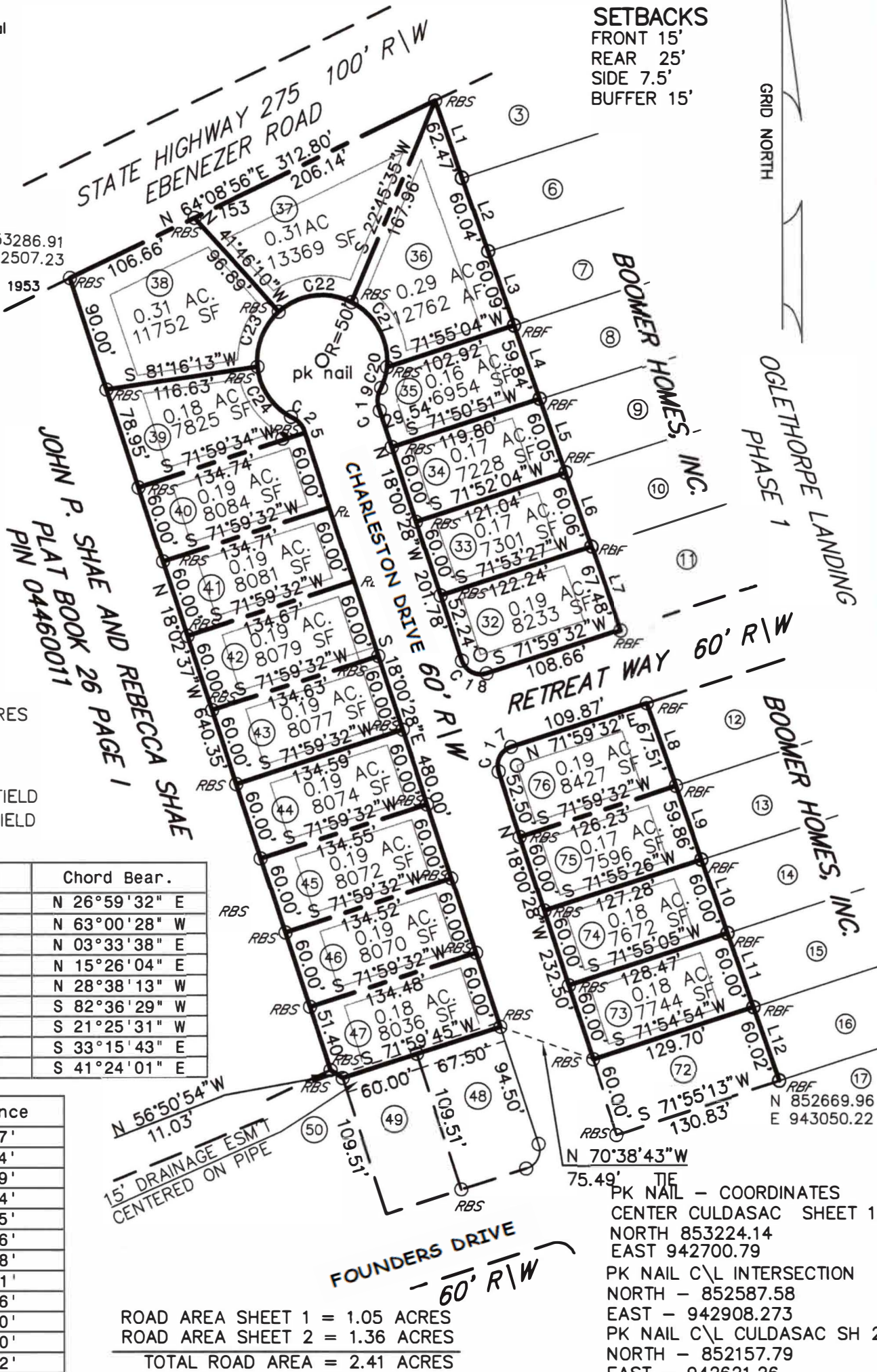
CHAIRMAN OF COMMISSIONERS
CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

TOTAL AREA OF LAND = 15.11 ACRES
TOTAL AREA OF RIGHT-A-WAY = 2.41 ACRES
SHEET 1 LOT 32 THRU LOT 48 AND LOT 73 THRU LOT 76 - 3.94 ACRES
SHEET 2 LOT 48 THRU LOT 72 - 5.15 ACRES
SEWER PROVIDED BY THE CITY OF SPRINGFIELD
WATER PROVIDED BY THE CITY OF SPRINGFIELD

CURVE TABLE PAGE 1 OF 2

Curve	Radius	Length	Chord	Chord Bear.
C17	15.00'	23.56'	21.21'	N 26°59'32" E
C18	15.00'	23.56'	21.21'	N 63°00'28" W
C19	18.00'	18.44'	17.65'	N 03°33'38" E
C20	50.00'	16.92'	16.84'	N 15°26'04" E
C21	50.00'	60.00'	56.46'	N 28°38'13" W
C22	50.00'	60.00'	56.46'	S 82°36'29" W
C23	50.00'	46.78'	45.10'	S 21°25'31" W
C24	50.00'	48.66'	46.77'	S 33°15'43" E
C25	18.00'	16.82'	16.22'	S 41°24'01" E

Course	Bearing	Distance
L1	S 19°05'34" E	62.47'
L2	S 19°13'33" E	60.04'
L3	S 19°09'05" E	60.09'
L4	S 19°04'39" E	59.84'
L5	S 19°11'22" E	60.05'
L6	S 19°08'58" E	60.06'
L7	S 19°13'07" E	67.48'
L8	S 19°09'31" E	67.51'
L9	S 19°00'56" E	59.86'
L10	S 19°08'10" E	60.00'
L11	S 19°11'01" E	60.00'
L12	S 19°05'09" E	60.02'



ROAD AREA SHEET 1 = 1.05 ACRES
ROAD AREA SHEET 2 = 1.36 ACRES
TOTAL ROAD AREA = 2.41 ACRES

PK NAIL - COORDINATES
CENTER CULDASAC SHEET 1
NORTH 853224.14
EAST 942700.79
PK NAIL C\L INTERSECTION
NORTH - 852587.58
EAST - 942908.273
PK NAIL C\L CULDASAC SH 2
NORTH - 852157.79
EAST - 942621.26

ENGINEER STATEMENT

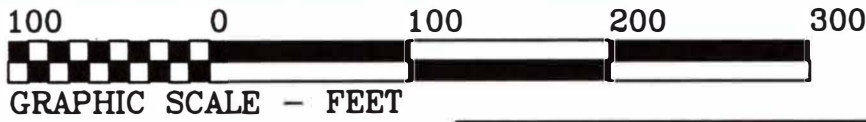
"I hereby certify that the sheets, drainage system, sewer system, and water system in the Subdivision known as Oglethorpe Landing phase 2 shown on the Plat dated November 29, 2023 prepared by Poythress Land Surveying, Inc. has been installed in accordance with the preliminary plan (Construction Drawing) approved, Date February 2, 2023

Toss Allen
ENGINEER - TOSS ALLEN

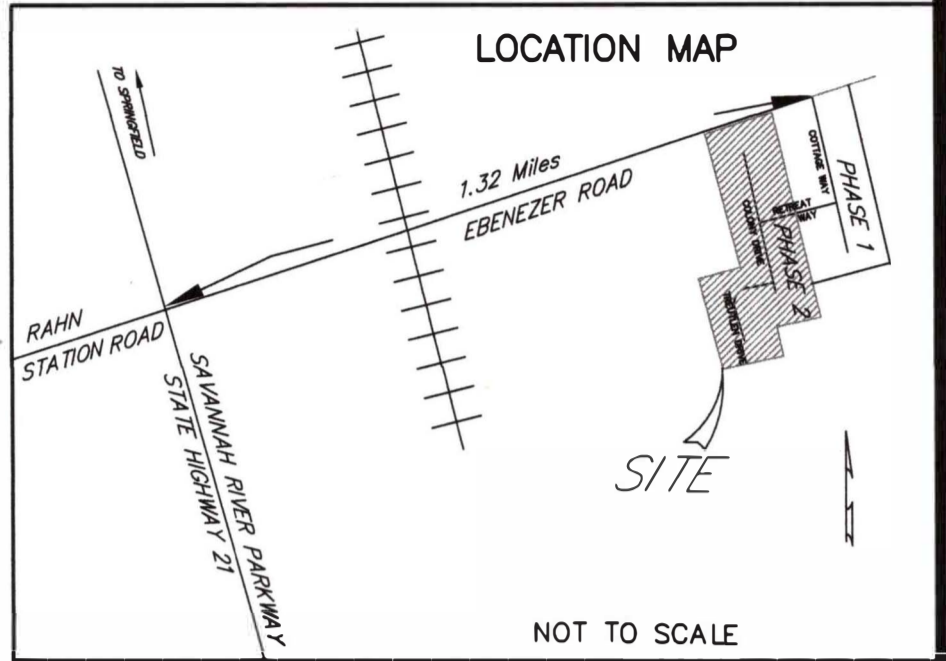
Certificate of ownership and dedication

It hereby certify that I am the owner of the property shown and described hereon and that I hereby dedicate all streets, alleys, walks, parks, and other sites shown hereon. are dedicated to public or private use as noted.





Z:\0-P\OGLETHORPE LANDING-B JAKE PATRICK.DWG
CF: OGLETPAT



SURVEYOR'S 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 certificated, 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 as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

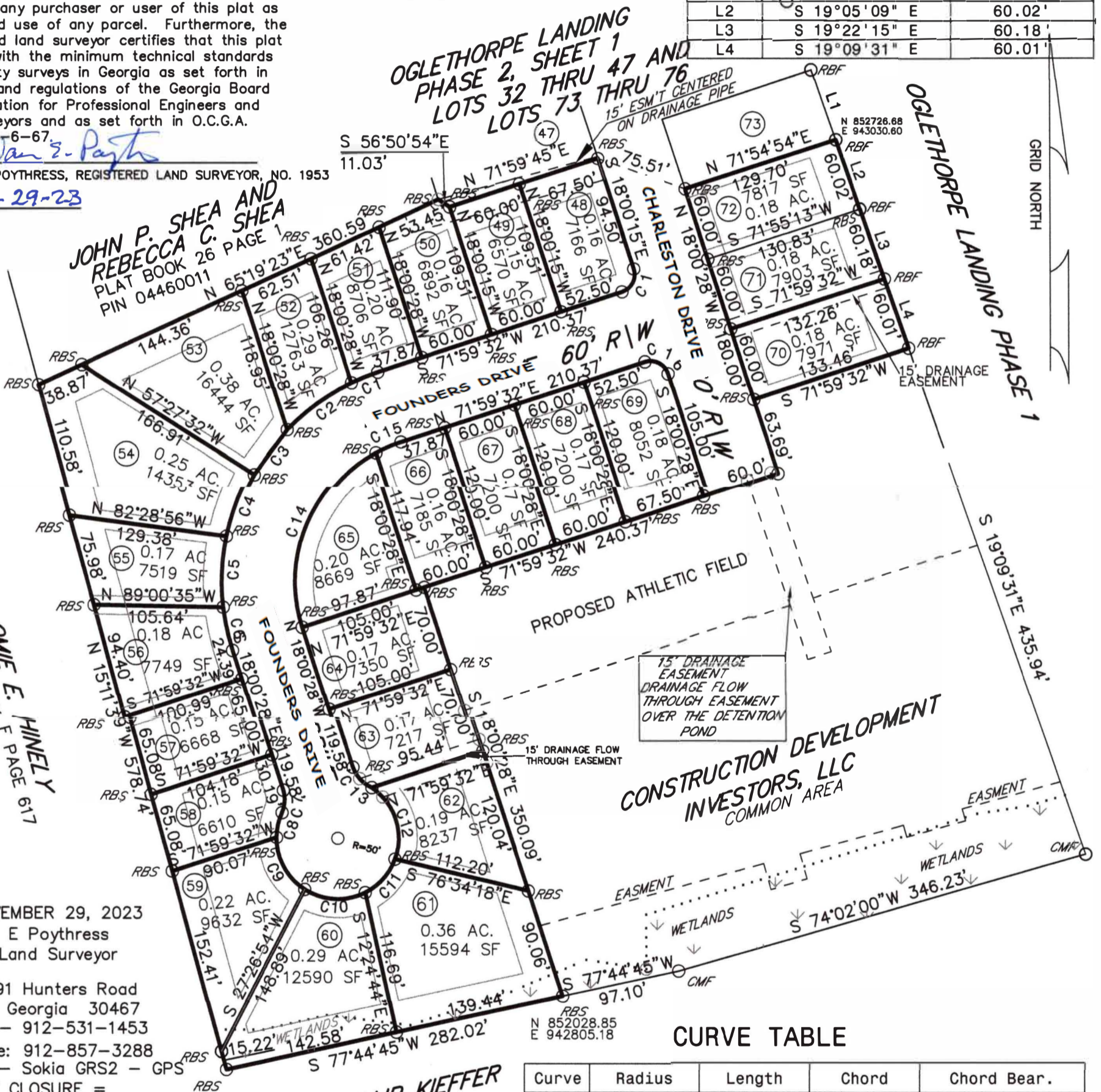
SETBACKS

FRONT 15'
REAR 25'
SIDE 7.5'
BUFFER 15'

Course	Bearing	Distance
L1	S 19°11'01" E	60.00'
L2	S 19°05'09" E	60.02'
L3	S 19°22'15" E	60.18'
L4	S 19°09'31" E	60.01'

WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953

DATE: 11-29-23



OMIE E. HINELY
PLAT BOOK 009
PIN 04460009
PAGE 617

DATE: NOVEMBER 29, 2023
By: Warren E Poythress
Registered Land Surveyor
No. 1953
Address: 991 Hunters Road
Sylvania, Georgia 30467
Cell Phone - 912-531-1453
Telephone: 912-857-3288
Equipment - Sokia GRS2 - GPS
FINAL PLAT CLOSURE =

NEWTON PHILLIP KIEFFER
AND BRANDY
PLAT BOOK 28 PAGE 286
PIN 04460006

**OGLETHORPE LANDING
SUBDIVISION - PHASE 2
SHEET 2 - LOTS 48 THRU 72**

**LOCATED IN THE 9TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA**

CURVE TABLE

Curve	Radius	Length	Chord	Chord Bear.
C1	180.00'	23.19'	23.18'	S 68°18'04" W
C2	180.00'	65.57'	65.21'	S 54°10'26" W
C3	180.00'	46.01'	45.89'	S 36°24'53" W
C4	180.00'	53.69'	53.49'	S 20°32'51" W
C5	180.00'	58.54'	58.29'	S 02°41'09" W
C6	180.00'	35.74'	35.68'	S 12°19'11" E
C7	27.96'	18.60'	18.26'	S 03°24'32" W
C8	50.00'	20.90'	20.75'	S 12°51'00" W
C9	50.00'	50.70'	48.55'	S 28°10'19" E
C10	50.00'	51.99'	49.68'	S 87°00'23" E
C11	50.00'	37.50'	36.63'	N 41°43'11" E
C12	50.00'	66.27'	61.52'	N 17°44'02" W
C13	27.96'	23.21'	22.55'	N 43°06'28" W
C14	120.00'	166.24'	153.26'	N 21°40'45" E
C15	120.00'	22.26'	22.23'	N 66°40'47" E
C16	15.00'	23.56'	21.21'	S 63°00'28" E

STATE OF GEORGIA
COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 2024, by and between **CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company**, having its principal place of business at 37 W. Fairmont Avenue, Suite 202, Savannah, GA 31406, as Party or Parties of the First Part, hereinafter referred to as Grantor, and the **THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of 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 situate, lying and being in Effingham County, Georgia, consisting of the entire rights-of-way located within OGLETHORPE LANDING SUBDIVISION PHASE 2 as shown upon a plat entitled "OGLETHORPE LANDING SUBDIVISION-PHASE 2" recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the "OGLETHORPE LANDING, PHASE 2"). 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 _____ 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 OGLETHORPE LANDING SUBDIVISION, PHASE 2 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 OGLETHORPE LANDING SUBDIVISION, PHASE 2, as shown on the aforescribed 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 OGLETHORPE LANDING SUBDIVISION, PHASE 2 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, parking lots, pavilions 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.

CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company

_____(SEAL)
BY: _____

Signed, sealed and delivered in presence of:

Witness

Notary Public

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2024.

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

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 _____, 2023 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 “OGLETHORPE LANDING SUBDIVISION-PHASE 2” recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the “OGLETHORPE LANDING-PHASE 2”); 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 “_____ 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-PHASE 2 with potable water and sanitary sewer services; and

WHEREAS, OGLETHORPE LANDING-PHASE 2 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-PHASE 2 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-PHASE 2 (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-PHASE 2; 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
____ day of _____, 2023, in
the presence of:

WITNESS

NOTARY PUBLIC

This Agreement is approved as to form:

By: _____
Lee Newberry
Effingham County Attorney

By:

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**



December 22, 2023

Ms. Chelsie Fernald
Effingham County Development Services
601 N. Laurel Street
Springfield, Georgia 31329

RE: **OGLETHORPE LANDING SUBDIVISION PHASE 2**
PROJECT NO: 22-005

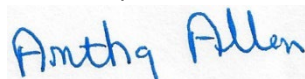
Dear Ms. Fernald:

Listed below is our bond recommendation for the above referenced project. This project consists of forty-five (45) single family residential lots with roads and storm drainage infrastructure. The project is being served by City of Springfield Water and Sewer infrastructure. The roads and storm drainage are intended to be deeded to Effingham County. The bond request is for 10% of the total construction cost associated with the items to be deeded to the county upon completion.

Phase 2 Total Cost	\$ 559,761.00
Total Bond Amount	\$ 55,976.10

Please let me know if you need any additional information.

Sincerely,


Anthony T. Allen, P.E.



**BOND ESTIMATE FOR
OGLETHORPE LANDING SUBDIVISION
ROAD AND STORM INFRASTRUCTURE**

ITEM NO.	DESCRIPTION	UNITS	QTY	Unit Price	Bid Price
*** BASE AND PAVING ***					
1	Haul, place and compact 8" of GABC for asphalt paving (5,760 SY)	TN	2,592	\$ 55.00	\$ 142,560.00
2	1.5" of 9.5 mm paving for LD paving	SY	5,760	\$ 9.80	\$ 56,448.00
3	2" of 19 mm paving for LD paving	SY	5,760	\$ 12.00	\$ 69,120.00
4	Grade for concrete and valley gutters at intersection	LS	JOB	\$ 2,500.00	\$ 2,500.00
5	Fine Grade Subbase and Stone	SY	5,760	\$ 6.00	\$ 34,560.00
6	Fine Grading for Curb and Gutter	LF	3716	\$ 2.00	\$ 7,432.00
				SUBTOTAL	\$ 312,620.00

*** STORM DRAINAGE ***					
1	18" RCP (0-6)	LF	443	\$ 43.00	\$ 19,049.00
2	24" RCP (0-6)	LF	192	\$ 57.00	\$ 10,944.00
3	24" RCP (6-8)	LF	261	\$ 57.00	\$ 14,877.00
4	30" RCP (6-8)	LF	60	\$ 75.00	\$ 4,500.00
5	36" RCP (6-8)	LF	185	\$ 92.00	\$ 17,020.00
6	42" RCP (8-10)	LF	200	\$ 127.00	\$ 25,400.00
7	30" Flared End Section	EA	2	\$ 1,500.00	\$ 3,000.00
8	36" Flared End Section	EA	1	\$ 1,920.00	\$ 1,920.00
9	42" Flared End Section	EA	1	\$ 2,440.00	\$ 2,440.00
10	Storm Manhole (6-8)	EA	1	\$ 3,100.00	\$ 3,100.00
11	Curb Inlet Type B Right (0-6)	EA	4	\$ 4,200.00	\$ 16,800.00
12	Curb Inlet Type B Left (0-6)	EA	4	\$ 4,200.00	\$ 16,800.00
13	Curb Inlet Type B Left (6-8)	EA	1	\$ 4,500.00	\$ 4,500.00
14	Curb Inlet Type C (0-6)	EA	3	\$ 4,200.00	\$ 12,600.00
15	Curb Inlet Type C (6-8)	EA	1	\$ 4,500.00	\$ 4,500.00
16	Grate Inlet (0-6)	EA	1	\$ 4,200.00	\$ 4,200.00
17	Outfall Control Structure	EA	1	\$ 4,200.00	\$ 4,200.00
18	Stone for bedding	TN	100	\$ 82.00	\$ 8,200.00
19	Testing and cleaning	LS	1	\$ 1,500.00	\$ 1,500.00
				SUBTOTAL	\$ 175,550.00

*** CONCRETE WORK ***					
1	18" Rollover Curb and Gutter	LF	3716	\$ 15.00	\$ 55,740.00
2	Header Curb	LF	24	\$ 40.00	\$ 960.00
3	Concrete Swales and Fillets	SY	160	\$ 65.00	\$ 10,400.00
4	18" Wide by 8" Thick Valley Gutter	LF	144	\$ 14.00	\$ 2,016.00
5	4" Thick Concrete for Mailboxes	SY	15	\$ 65.00	\$ 975.00
6	Striping and Signage	LS	1	\$ 1,500.00	\$ 1,500.00
				SUBTOTAL	\$ 71,591.00

Road and Storm Total \$ 559,761.00

Maintenance Bond (10% of the Cost to Install Road and Storm Infrastructure)

BOND \$ 55,976.10