

**DEVELOPMENT AGREEMENT FOR**  
**WATER AND SANITARY SEWAGE FACILITIES**

This Development Agreement for Water and Sanitary Sewage Facilities (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the Board of Commissioners of Effingham County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "County") and \_\_\_\_\_ (hereinafter referred to as "Developer"). County and Developer shall collectively be referred to in this Agreement as the "Parties".

**R E C I T A L S**

WHEREAS, the Developer is the owner of real property located in Effingham County, as more particularly shown and described in the attached Exhibit "A" (the "Property"), which Property is zoned Planned Development Residential ("PD-R") ; and

WHEREAS, the Property is suitable for development but is presently without water and sewer facilities; and

WHEREAS, the County owns and operates water and sewer systems throughout Effingham County (hereinafter referred to as "County's Systems"); and

WHEREAS, the Developer, at its sole cost and expense, is willing to design, construct and install the potable water, and sewer systems within the Developer's Property and limited sewer facilities located on the Donated Property and limited sewer facilities not located on Donated Property or Developer's Property, as described herein, and as more particularly shown and described in the attached Exhibit "C" and Exhibit "D" (hereinafter "Developer Project") as required by County ordinances, standards, rules, and regulations; and

WHEREAS, the County, at its sole cost and expense is willing to design, construct, and install the Water Facilities on the Donated Property and the County Sewage Facilities, as described herein, and as more particularly shown and described in the attached Exhibit "C" and Exhibit "D" (hereinafter the "County Project") as required by County ordinances, standards, rules and regulations; and

WHEREAS, the County desires to allocate water and sewer treatment capacity, if available, for the Property, and to provide water service from the water transmission facilities and sewage disposal service through its sewage transmission facilities in the vicinity of the Property; and

WHEREAS, both the County and the Developer recognize that water is a natural resource of limited supply that must be regulated and controlled to assure an adequate supply for all members of the public and that this natural resource must only be the subject of a reasonable beneficial use so that the quantity used is necessary for economic and efficient utilization for a purpose and in a manner that is both reasonable and consistent with the public interest; and

WHEREAS, both the Developer and the County recognize that the supply of water and the collection and disposal of sewage by the County for the Property are subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies; and

WHEREAS, the Developer recognizes and agrees that the County's obligations for the provision of water and for the collection and disposal of sewage for the Property are at all times subject to such governmental regulation, prohibition, limitation and restriction, and that these factors are beyond the control and responsibility of the County; and

WHEREAS, the Developer recognizes and agrees that the County has existing engineering standards of construction for engineering design specifications, which may be amended from time to time and that must be complied with; and

WHEREAS, the County and the Developer desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding the furnishing of water and sewer service for the Property; and

WHEREAS, the Developer has requested the reservation of 600Equivalent Residential Units pursuant to this Agreement; and

WHEREAS, the Developer has proposed an amendment to the PD-R zoning and associated master plan for the Property, along with a site plan to be approved by the County (collectively, "Zoning Amendment") in order to facilitate the development of the Property and the County Project and Developer Project.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties covenant and agree as follows:

**A. Definitions.**

1. *Department* means the County's Development Services department.
2. *Director* means the Director of Development Services or County Manager or their authorized representatives.
3. *Engineering Standards* means the construction and/or design specifications established by County ordinances, resolutions, rules, and regulations, which are existing at the time of submittal of such plans for the Developer Project and County Project .
4. *Equivalent Residential Unit or ERU* shall mean the number of residential units to which the water demand of a customer is equivalent, where a single family residential unit is assumed to have an average demand of 300 gallons per day. The number of ERU's assigned to a building or structure shall be determined in accordance with the water use load standards

established by ordinance of the Board of Commissioners.

5. *On Site Private Facilities* means all water and sewer facilities not conveyed to the County and which are not located within dedicated rights of way, the Donated Property, County owned real property, or County owned easement areas, including but not limited to all plumbing facilities located on private property. Ownership by the County shall terminate at the outlet side of each water meter or at the property or easement line for sewage facilities.
6. *Plans and Specifications* means the plans, specifications and any other technical data necessary for the construction of the County Project and Developer Project. The Plans and Specifications shall be prepared and certified by a Georgia registered professional engineer.
7. *Water Facilities* means all the necessary water facilities to serve the Property, including but not limited to any and all wells and pumps, water extraction, disinfection, treatment, and monitoring facilities, water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, laterals, services and all appurtenances thereto necessary for a complete water system. The Water Facilities shall include the Developer Water Facilities and County Water Facilities.
8. *Sewage Facilities* means all the necessary sewer facilities to serve the Property, including but not limited to any and all service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, laterals, manholes, services and all appurtenances thereto necessary for a complete sewer system (and collectively with the Water Facilities, the "Water and Sewage Facilities"). The Sewage Facilities shall include the Developer Sewage Facilities and County Sewage Facilities.

**B. ERU Reservation.**

The Developer intends to construct 568 residential units on the Property for a total of 568 ERUs (the "Development"). The County shall ensure the availability and reserve capacity for 600 ERUs for the Development's use from the Effective Date until the Development Agreement is terminated. Any excess capacity, not utilized for the residential units, shall be allocated to the Public Use Property, as defined herein. Upon conveyance of the Public Use Property to the County, Developer shall relinquish such reserved capacity to the County. The ERU reservation is subject to that "Water and Sewer Utility Availability and Capacity" letter dated August 5, 2025 which is attached hereto as Exhibit "E" and incorporated herein.

**C. Developer's Obligations.**

1. Design. The Developer, at its sole cost and expense, shall be responsible for

designing and preparing the Plans and Specifications required to connect and tie into the County Sewage Facilities, as defined hereunder, and as shown on Exhibit "C" and Exhibit "D" ("Developer Sewage Facilities") and to the Water Facilities as shown as Exhibit "D" ("Developer Water Facilities"), in accordance with the existing or as amended Engineering Standards. The Plans and Specifications shall be promptly approved in writing by the Director and by any other governmental entity whose approval is required. No work shall commence until such Plans and Specifications are approved in writing by the Director and a construction permit is issued.

2. Construction and Installation. The Developer, at its sole cost and expense, shall construct and install the Developer Sewage Facilities and the Developer Water Facilities in accordance with the approved Plans and Specifications, as more further shown and described on Exhibit "C" and Exhibit "D"; provided however that County shall have acquired all right-of-way necessary for construction and installation of the portions of the County Sewage Facilities not located on the Developer's Property.
3. Access to Water Facilities. Within thirty (30) days of the Effective Date of this Agreement, Developer shall grant to County a non-exclusive license to access a portion of the Developer's Property, to be used for the lift station and well site as more further shown and described on Exhibit "B" ("Donated Property"), which real property shall be utilized by the County solely for the construction and installation of the County Water Facilities of sufficient size and scope to provide 600 ERUs for the use by the Development on the Property and on the execution of such license County shall commence work on the County Water Facilities. Within thirty (30) days of the substantial completion of the County Water Facilities located on the Developer's Property, Developer shall convey the Donated Property to the County. County shall grant Developer, and Developer's successors, assigns, and contractors, full access to the Donated Property in order for Developer to construct a lift station on the Donated Property, as shown on the Exhibit "D".
4. Conveyance of Public Use Property. Within ninety (90) days of County satisfying its obligations under this Agreement and providing the Project sufficient water and sewer ERUs to serve the Development and Property, Developer agrees to convey a portion of the Developer's Property to the County via quitclaim deed, more or less as more further shown and described on Exhibit "B" ("Public Use Property"), which real property shall be utilized by the County solely for public use and public purposes.
5. Onsite Private Facilities. The Developer, at its sole cost and expense, shall design, construct and install all Onsite Private Facilities. The Onsite Private Facilities shall be owned, operated repaired and maintained by the Developer, its successors and/or assigns, in good order and condition and in accordance with applicable County regulations. The County shall not be liable or responsible for any defects or repairs to the Onsite Private Facilities.

6. Inspections. The Developer, at its sole cost and expense, shall retain the services of a Georgia registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Developer Sewage Facilities not located on the Developer's Property to ensure compliance with accepted civil engineering practices and the approved Plans and Specifications. Prior to conveying the Developer Sewage Facilities to the County, the engineer shall certify in writing that the construction and installation of the Developer Sewage Facilities comply with accepted civil engineering practices and are in substantial conformance with the approved Plans and Specifications. The County shall have the right but not the obligation to make inspections of all the construction work performed by or for the Developer under the terms of this Agreement, including both onsite and offsite facilities, and regardless of whether or not the facilities will be subsequently owned by the County. Such inspections shall not be construed to constitute any guarantee on the part of the County as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of the approved Plans and Specifications, nor shall the inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship.
7. Compliance with Applicable Laws. The work to be performed by Developer pursuant to the provisions set forth herein shall be in accordance with all requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement, as well as all applicable federal and state statutes and County ordinances. The requirements of this paragraph shall govern regardless of any errors or omissions in the approved Plans and Specifications.
8. Approvals and Permits. The Developer or its agents, at its sole cost and expense, shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for the Onsite Private Facilities and Developer Sewage Facilities not located on Developer's Property and the Developer Water Facilities, as contemplated in the approved Plans and Specifications.
9. Accuracy of Information. The Developer shall furnish to the County accurate information with regard to all matters under this Agreement. The Developer shall be responsible for errors or changes in the information furnished to the County under this Agreement.

**D. Conveyance of Developer Water Facilities and Developer Sewage Facilities to the County.**

Upon completion and approval of the Developer Water Facilities and Developer

Sewage Facilities contemplated herein for County ownership, the Developer shall, at no cost to the County:

1. Conveyance Documents.
  - 1.1 Convey to the County, its successor or assigns, all of the right, title and interest of the Developer in and to all Developer Water Facilities and Developer Sewage Facilities, free and clear of liens and encumbrances. Such conveyance shall be by form approved by the County.
  - 1.2 Deliver to the County a Waiver and Release of Lien form all contractors, subcontractors and suppliers of materials or labor who might have acquired an interest in the Developer Water Facilities and Developer Sewage Facilities and/or the Property as a result of performing work, supplying materials or labor or otherwise. The Waiver and Release of Lien shall be in a form approved by the County.
  - 1.3 Deliver to the County a Warranty on a form approved by the County warranting the Developer Water Facilities and Developer Sewage Facilities, the contents of which Warranty are described hereinafter.
  - 1.4 Deliver to the County all original manufacturers' warranties and/or operation manuals covering the Developer Water Facilities and Developer Sewage Facilities.
  - 1.5 Deliver to the County one (1) complete set of mylar as-built drawings showing all the Developer Water Facilities and Developer Sewage Facilities, easements and rights-of-way as located by a Georgia licensed surveyor, along with two prints of the as-built drawings sealed by a Georgia licensed surveyor and certified by Developer's engineer of record. The as-built drawings shall also be submitted in a digital format compatible with the County's CAD system, and approved by the Director.
2. Easements and Warranty Deeds.
  - 2.1 Grant to the County, its successors and assigns, a perpetual easement and/or right of way on, over, under and across those portions of the Property necessary for the construction, installation, repair, relocation and/or maintenance of the Developer Water Facilities, County Water Facilities, and Developer Sewage Facilities. Such Grant of Easements shall be in a form provided and approved by the County and shall be accompanied by i) an Opinion of Title in a form approved by the County, prepared by a Georgia licensed

attorney, indicating that title to the easement property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the easement property, and ii) appropriate subordinating releases and/or satisfaction from subordinate lienors and/or mortgagees having an interest in the easement property.

2.2 Convey to the County, its successors and assigns, title to the Donated Property and title to all rights-of-way located within the Project, Such conveyance shall be by Warranty Deed in a form approved by the County and accompanied by i) an Opinion of Title in a form provided by and approved by the County indicating that title to the property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the property, and ii) appropriate releases and/or satisfaction from lienors and/or mortgagees having an interest in the property. County shall grant Developer, and Developer's successors, assigns, full access to the Donated Property.

3. Warranties and Bonds.

- 3.1 Warrant that the Developer Water Facilities and Sewage Facilities to be owned by the County shall be free from any and all defects in materials and workmanship. The Developer also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. Said warranties shall remain in full force and effect for a period of one year from the date of final acceptance of the facilities by the County. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one year from the date of final acceptance by the County of those repairs and/or replacements.
- 3.2 Simultaneous with the conveyance of the Developer Water Facilities and Developer Sewage Facilities, the Developer shall deliver to the County an executed surety bond meeting the requirements of \_\_\_\_\_ or letter of credit acceptable to the County in an amount equal to \_\_\_\_% of the actual cost of construction of the Water and Sewage Facilities, guaranteeing all work pursuant to this Agreement against any and all defects in material, equipment or construction for a period of one year following the date of final acceptance of the Developer Water Facilities Developer Sewage Facilities by the County.

Upon demand by the County, the Developer shall correct or cause to be corrected all such defects to the Developer Sewage Facilities not located on the Developer's Property that are discovered within the

warranty period as set forth above, normal wear and tear excepted, failing which the County may make such repairs and/or replacements of defective work and/or materials, and the Developer and/or its surety shall be liable to the County for all costs arising therefrom. County shall provide access to the Developer Sewage Facilities not located on Developer's Property to the Developer and its success, assigns, invitees, and contractors for the purpose of making such repairs.

**E. Final Acceptance of Water and Sewage Facilities by County.**

1. The Developer agrees that following final acceptance, the Developer Water Facilities and Developer Sewage Facilities installed by the Developer to be owned by the County pursuant to the terms of this Agreement shall at all times remain the sole, complete and exclusive property of the County under the County's exclusive control and operation.
2. Prior to the issuance of the Certificate of Occupancy for the last building within this Project, the Developer shall clean the entire sanitary sewer system located on the Property and shall provide the County with the T.V. inspections of the sewer system reflecting that such cleaning has been performed.
3. No Certificates of Occupancy shall be issued by the County until final acceptance of the Water and Sewage Facilities as provided for in this section.

**F. County's Obligations.**

1. County Sewage Facilities.
  - 1.1 The County shall be responsible for the construction of a regional lift station ("County Lift Station"), the acquisition of the real property upon which the regional lift station will be constructed, and the acquisition of all real property necessary for the installation of an 18,000 linear feet sanitary force main, as shown and described on Exhibit "C" ("County Sewage Facilities") which County Sewage Facilities shall be sufficient to service the Property, with the ERUs as provided herein.
  - 1.2 Design. The County, at its sole cost and expense, shall be responsible for designing and preparing the Plans and Specifications for the County Sewage Facilities in accordance with the existing or as amended Engineering Standards.
  - 1.3 Construction and Installation. The County, at its sole cost and expense, shall acquire the real property necessary for the County Sewage Facilities and shall construct the County Lift Station in accordance with the approved Plans and Specifications.

- 1.4 Inspections. The County, at its sole cost and expense, shall retain the services of a Georgia registered professional engineer for the purposes of inspecting and supervising the construction and installation of the County Sewage Facilities to ensure compliance with accepted civil engineering practices and the approved Plans and Specifications.
- 1.5 Compliance with Applicable Laws. The work to be performed by County pursuant to the provisions set forth herein shall be in accordance with all requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement, as well as all applicable federal and state statutes and County ordinances. The requirements of this paragraph shall govern regardless of any errors or omissions in the approved Plans and Specifications.

2. Water Facilities
  - 2.1 Design. The County, at its sole cost and expense, shall be responsible for designing and preparing the Plans and Specifications for the Water Facilities located on the Donated Property, as shown on Exhibit "D" ("County Water Facilities") in accordance with the existing or as amended Engineering Standards, and in accordance with Section K, below.
  - 2.2 Construction and Installation. The County, at its sole cost and expense, shall construct and install the County Water Facilities in accordance with the approved Plans and Specifications, which shall permit all appropriate tie-ins to the Property and the Development, as shown and described on Exhibit "C", and in accordance with Section K, below.
  - 2.3 Inspections. The County, at its sole cost and expense, shall retain the services of a Georgia registered professional engineer for the purposes of inspecting and supervising the construction and installation of the County Water Facilities to ensure compliance with accepted civil engineering practices and the approved Plans and Specifications.
  - 2.4 Compliance with Applicable Laws. The work to be performed by County pursuant to the provisions set forth herein and the future inspection, treatment, monitoring and compliance obligations for the County Water Facilities shall be in accordance with all requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement, as well as all applicable federal and state statutes and County ordinances. The requirements of this paragraph shall govern regardless of any errors or omissions in the approved Plans and Specifications.
3. The responsibility of the County to provide water and/or sewage disposal service under this Agreement shall be limited to:
  - 3.1 The property presently owned by Developer as described in Exhibit "A" to this Agreement; and

3.2 The ERUs provided for in Section B of this Agreement.

**G. Indemnification and Hold Harmless by Developer.**

1. Developer agrees to indemnify and hold the County harmless forever from all damages, liability, cost and expense, including reasonable attorney's fees, related to negligence of the Developer, its officers, agents and employees and from any foreseeable damage to the Developer Water Facilities and Developer Sewage Facilities constructed by the Developer and conveyed to the County caused by negligence of the Developer, its officers, agents and employees. Indemnification shall include costs for physical repair of the County's system.
2. Nothing in this Agreement shall be deemed or treated as a waiver by the County of any immunity to which it is entitled by law, including but not limited to the County's sovereign immunity as set forth in applicable Georgia statutes.

**H. Force Majeure.**

Any temporary cessation or interruption of water and/or sewer services to the Property or the performance by the County of any of the obligations or conditions herein or from exercising its rights due to or resulting from this Agreement caused by a force majeure event or necessary maintenance work, breakdown of or damages to machinery, pumps or pipelines shall not constitute a breach of this Agreement, nor shall it impose liability upon the County by the Developer, its successors or assigns. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, blockades, wars, insurrections or riots; epidemics; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal, state or county, civil or military; civil disturbances; explosions; inability of County to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county, civil or military, or otherwise, and other causes beyond the control of either party, whether or not specifically enumerated herein. In no event shall the County be held liable to the Developer for consequential damages or economic losses from delayed performance.

**I. Water and Sewer Connection Fees.**

Developer agrees that a condition to the County providing water and/or sewer service to any residential unit under this Agreement is the payment of water and sewer connection fees due pursuant to any County ordinance, resolution, rule, or regulation imposing such fees as may be adopted or amended by the County, in a non-discriminatory manner.

**J. Conditions to Service by County.**

County's obligations to provide water and sewage services to the Property under this Agreement is conditioned upon and subject to Developer complying with all the terms and provisions of this Agreement and any and all applicable federal, state, and county laws.

**K. Condition to Parties Obligations.**

In the event the County has not: (1) secured the necessary real property to complete the County Sewage Facilities by \_\_\_\_20\_\_\_\_; (2) started design of the County Sewage Facilities or County Lift Station by \_\_\_\_20\_\_\_\_; (3) completed 50% the design plans for the County's work by \_\_\_\_20\_\_\_\_; (4) issued a solicitation/bid for a Construction Manager at Risk (CMAR) or construction contract for such work by \_\_\_\_20\_\_\_\_; (5) awarded a contract to the CMAR Contractor by \_\_\_\_20\_\_\_\_; (6) completed 100% design plans by \_\_\_\_20\_\_\_\_; (7) awarded a Guaranteed Maximum Price (GMP) contract to the CMAR Contractor by \_\_\_\_20\_\_\_\_; (8) issued a solicitation/bid for work to an alternative contractor in the event a CMAR contractor is not awarded the contract by \_\_\_\_20\_\_\_\_; or (9) awarded a contract to an alternative contractor (if applicable) by \_\_\_\_20\_\_\_\_(collectively, the "Due Diligence Contingencies") by the dates specified for each, Developer shall be permitted, in Developer's sole discretion, to terminate this Agreement upon fifteen (15) days notice to County, in which event this Agreement shall be null and void and of no further force and effect.

Once a contractor has been selected and engaged by the County to perform and compete the County's obligations under this Agreement (the "County Contractor"), County hereby authorizes County Manager, on behalf of the County, without a further public hearing, to work with Developer and to amend this Agreement to provide a completion deadline for such work as provided in such agreement between the County and contractor (the "Completion Deadline"). The County shall provide Developer with a true and correct copy of the executed contract and construction schedule within five (5) business days of execution. In the event the Water Facilities or County Lift Station are not completed and Developer is not permitted to tie into the County Water Facilities or County Sewage Facilities on or before said Completion Deadline, Developer shall be permitted, in Developer's sole discretion, to terminate this Agreement upon fifteen (15) days notice to County, in which event this Agreement shall be null and void and of no further force and effect. Notwithstanding the foregoing, Developer and County agree to conduct periodic meetings related to the Project, Due Diligence Contingencies, Completion Deadline and work as outlined herein, to address any such issues that may arise and County and Developer shall use good faith efforts to amend this Agreement, if necessary, prior to any termination as permitted herein.

**L. Assignment, Conveyances or Transfers of this Agreement.**

The assignment, conveyance or transfer of Developer's rights and/or obligations under this Agreement shall be prohibited unless:

1. It is in writing in a form approved by the County.
2. The County consents to, which consent shall not be unreasonably withheld, conditioned, or delayed, and is a party to said assignment, conveyance or transfer and the assignee, conveyee or transferee agrees to abide by all the terms and provisions of this Agreement.
3. The Developer is not in default under this Agreement.
4. Notwithstanding the foregoing, Developer may assign, convey, or transfer Developer's rights and/or obligations under this Agreement to any affiliate or subsidiary of Developer, without the consent or approval of the County.

#### **M. Transfer or Conveyance of Developer's Property.**

1. In the event that Developer's Property or a portion thereof is transferred or conveyed by the Developer, the Developer shall remain liable to the County for all obligations under this Agreement as to the portions of the Property retained by Developer, and Developer's purchaser, assignee, or successor shall be liable to the County for all portions of Developer's Property acquired by such purchaser, assignee, or successor..
2. Developer shall fully disclose this Agreement to all purchasers of the Property or portions thereof.

## **N. Notices.**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to Developer: \_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_

**O. Promulgation of Reasonable Rules of Service.**

County shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water and sewage services to consumers within the Property encompassed by this Agreement in a non-discriminatory manner and consistent with such rules and regulations for other, similar developments. Such rules and regulations may relate to but are not limited to rates, deposits and connection charges. Developer acknowledges and agrees that rates are subject to change at any time by County.

**P. Conditions on Fire Hydrant Use.**

No water from County's water distribution system shall be used or disbursed by Developer, its employees or agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating the County for such water.

**Q. Default.**

The occurrence of any of the following during this Agreement shall constitute a default:

1. Developer's failure to pay when due any sums, fees, charges, costs or expenses which are payable under this Agreement;
2. Developer's failure in the performance or observance of any of the terms and conditions of this Agreement;
3. There shall be filed by or against Developer in any court or other tribunal pursuant to any governmental requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Developer's Property, unless such petition shall be filed against Developer's and Developer shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within 30 days of its filing;
4. Developer shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;
5. A trustee in bankruptcy or a receiver shall be appointed or elected or had for Developer, whether under federal or state laws; or

In the event of Developer's default under this Agreement, the County's obligations under this Agreement shall automatically terminate.

**R. Remedies.**

Should Developer be in default of this Agreement, it is agreed that the County shall be entitled to any and all remedies under Georgia law, and in addition thereto, the County shall be entitled to any or all of the following remedies:

1. Any reserved water and sewer capacity under this Agreement may be rescinded and forfeited.
2. The site plan for the Property is voidable by Resolution of the County.
3. No final inspections shall be approved by the County.
4. No Certificate of Occupancy shall be issued by County for any development of the Property.
5. The County shall have the right to charge interest at a rate equal to the maximum rate allowed by Georgia law on any payments due to County from Developer that are not paid. The interest, when applicable, shall accrue from the due date of payment as provided in this Agreement.

All remedies provided herein are cumulative.

**S. Termination.**

This Agreement shall finally terminate twelve (12) years after: (i) the date of execution; or (ii) upon completion of the Water and Sewage Facilities and final acceptance by the County, whichever occurs first, after which the County shall not be liable for any further obligation thereunder. On this basis, this Agreement shall terminate at the latest on January 20, 2038 (this date is twelve (12) years from the date entered in the first paragraph of this Agreement).

**T. Miscellaneous Provisions.**

1. This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations, whether oral or written, with respect to all matters contained herein. All prior agreements pertaining to any matters covered by this Agreement are canceled and declared of no force and effect.
2. This Agreement sets forth the entire understanding of the County and Developer and it may not be changed except by a written document signed and executed by all parties and making express reference to this agreement. The approval of this Agreement by the County shall authorize the County Manager to execute any amendments to this Agreement that

are in furtherance of the terms and conditions contained herein, but nothing shall prevent County Manager from requesting approval of the County Commission for unusual or extraordinary amendments.

3. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
4. This Agreement constitutes a covenant running with the land and shall be binding on Developer, its successor or assigns, as well as all future owners of the Property.
5. The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties agree that they be disregarded in construing the provisions of this Agreement.
6. The Recitals in this Agreement are true and correct and are incorporated as an integral and material part of this Agreement.
7. The signature of any person to this Agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, partnership or other business entity for which he purports to act.
8. This Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Agreement is to be deemed an original hereof and all counterparts, collectively, are to be deemed but one instrument.
9. No waiver by County of any breach by Developer of any term or condition of this Agreement, and no failure by County to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of County with respect to any other breach of such term or condition or any breach of any other term or condition of this Agreement. The receipt by County of any payments or any portion of a payment required under this Agreement shall not operate as a waiver or an accord and satisfaction of the rights of County to enforce the payment or portion of a payment then or subsequently due, to terminate this Agreement or to invoke any other appropriate remedy which County may select as provided by this Agreement or by law.
10. Developer and County agree that any dispute arising hereunder shall be adjudicated, exclusively, in the Superior Court of Effingham County, Georgia, and both County and Developer waive any and all defenses related to venue and jurisdiction in such court.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed on the day and year indicated in the first paragraph of this Agreement:

**DEVELOPER:**

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

Attest: By: \_\_\_\_\_  
Its: \_\_\_\_\_

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

**BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY**

By: \_\_\_\_\_  
**DAMON RAHN, CHAIRMAN**

Attest: \_\_\_\_\_  
**STEPHANIE JOHNSON, CLERK**

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**NOTARY PUBLIC**

Exhibit "A"  
Developer's Property

Exhibit "B"

Hinely Tract Subdivision – Donated Property and Public Use Property

Exhibit "C"

Hinely Tract Subdivision – Water and Sewage Facilities – Not Located on Developer's  
Property

Exhibit "D"

Water and Sewage Facilities – Located on Developer's Property

Exhibit "E"  
Water and Sewer Utility Availability and Capacity