

STATE OF GEORGIA)  
EFFINGHAM COUNTY)

## DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made and entered into this 6th day of May, 2025 (the “**Effective Date**”), by and between Greenland Developers, Inc., a Georgia corporation (“**Greenland**”), Yellow Pine Properties, LLC, a Georgia limited liability company (“**Yellow Pine**”) and P 51 Properties, LLC, a Georgia limited liability company (“**P 51**”) (collectively the “**Owners**”) and all successors in title or assigns, and the Effingham County Board of Commissioners, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia (the “**County**”). Greenland and the County are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”).

### RECITALS:

WHEREAS, P 51 and Yellow Pine are the owners of that certain tract of land being approximately 34.60 acres located in Rincon, Georgia with County of Effingham Parcel No 04650002B00, 04650002, 04650002C00, 04650002A00

, as shown and depicted in **Exhibit A** attached hereto and made part hereof, located in Effingham County, Georgia, the developable portion which is referred to herein as the “**Goshen Project**”;

WHEREAS Greenland is the developer (the “**Developer**”) of the Goshen Project;

WHEREAS the Developer intends to develop the Goshen Project by constructing up to 408 residential units and related improvements or other permitted uses on the Goshen Project;

WHEREAS, the Developer desires certain commitments from the County regarding (i) transportation access to the Goshen Project from Goshen Commercial Park Drive [**COUNTY DOES NOT OWN THIS ROAD – IN PROCESS OF TRYING TO GET ROAD TRANSFERRED BY OWNER – DO NOT SIGN THIS AGREEMENT UNTIL AFTER THE COUNTY OWNS ROAD**], and (ii) the supply of potable water and sanitary sewer service and disposal for the Goshen Project;

WHEREAS the County finds that providing transportation service to the Goshen Project is

consistent with and in furtherance of the goals and purposes of the Effingham County Transportation Master Plan and is in the public interest; and

WHEREAS the County has committed to providing water and sewer service to the Goshen Project, and such provision is consistent with and in furtherance of the goals and purposes of the Effingham County Water and Sewer program and is in the public interest; and

WHEREAS the County and the Developer desire to enter into this agreement setting out the terms between the Parties regarding the design, development, and provision of water and sewer service to the Goshen Project, and design, development construction of the Road (as hereinafter defined).

NOW, THEREFORE, for an in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

**WITNESSETH:**

**Section 1. Traffic Improvements.**

- A. The County has constructed or will construct transportation systems that have sufficient capacity to provide transportation access to the Project.
- B. Developer shall retain a competent professional engineering firm registered in the State of Georgia (the “**Traffic Design Engineer**”) to design ±370-linear feet of road between and connecting the Goshen Project to Goshen Commercial Park Drive (the “**Traffic Improvements**”) as depicted at **Exhibit B** attached hereto and forming part hereof.
- C. The Developer and County agree that the Traffic Design Engineer will design the Traffic Improvements as set out in this Agreement and the Developer will construct said Traffic Improvements, with Civil Design Engineer(s) oversight during construction, at the Developer’s sole expense. The County shall accept the Traffic Improvements in accordance with Section 4.

**Section 2. Off-Site Water Sewer Improvement.**

- A. The Developer shall retain a competent professional engineering firm registered in the State of Georgia (the “**Civil Design Engineer**”) to design and observe the relocation of such improvements

as are necessary to provide water and sewer to the Goshen Project's on-site water and sewer system, in material accordance with the County approved "**Approved Construction Plans**" prepared in accordance with County adopted ordinances. and collectively referred to herein as the "**Off-Site Water and Sewer Improvements.**" The County shall ensure the availability of water and sewer services to the Goshen Project at the connection point as shown on the Approved Construction Plans.

- B. Without limiting any obligations of the County by statute or by or any other provisions of this Agreement, the County shall ensure the availability and sufficient capacity of a water and sanitary sewer distribution system to service the Goshen Project's intended use, to include without limitation a capacity no less than the capacity set forth in Section 3.

### **Section 3. ERU's; Capacity Reservation.**

- A. For the purposes of this Agreement, "**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 three hundred (300) gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by ordinance of the County; provided, however, that the determination of ERUs for the individual users of the Goshen Project shall be made on the same basis as all other users within the County.
- B. For and in consideration of the obligations and agreements of Developer set forth herein, the County hereby allocates and reserves for the exclusive use and benefit of the Goshen Project during the term of this Agreement (the "**Reservation Period**" two (2) years) , 408 ERU's of water capacity and 408 ERU's of sewer capacity which allocation shall be distributed throughout the Goshen Project as Developer determines in its sole discretion (the "**Allocated ERU's**"). The County shall not transfer or relocate the Allocated ERUs to any other projects during the Reservation Period. The Allocated ERUs shall only be used within the Goshen Project and shall not be sold or exchanged in trade. Subject to the terms hereof, the County shall own the reserved water and sewer

capacity and the Developer shall have no ownership in the water or sewer capacity which is reserved.

#### **Section 4. Inspection, Construction and Dedication of Off-Site Improvements.**

- A. Upon the completion of the Traffic Improvements, Developer shall provide to the County a statement from the Transportation Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to roadway construction, traffic signage, structures, appurtenances, and other incidentals associated with road infrastructure and improvements that serve the Goshen Project, and all related material and work (collectively, the “**Road Infrastructure**”), have been constructed in accordance with County approved plans. Developer shall provide two (2) copies, and an electronic file, of “record” drawings of the Traffic Improvements signed by the Transportation Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for backfill and roadway compaction, asphalt/concrete testing, and other tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the Traffic Improvements and connect same to the Goshen Project shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Traffic Improvements, except to the extent caused by the negligence or willful misconduct of the County, until such time as the County accepts the dedication of the Traffic Improvements.
- B. Upon the completion of the Off-Site Water and Sewer Improvements, Developer shall provide to the County a statement from the Civil Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to utility relocation, piping, pump systems, structures, appurtenances, and other incidentals associated with potable water and sanitary sewer infrastructure

and improvements that serve the Goshen Project, and all related material and work (collectively, the **“Water and Sewer Infrastructure”**), have been constructed or relocated in accordance with the Approved Construction Plans. Developer shall provide two (2) copies, and an electronic file, of “record” drawings of the Water and Sewer Infrastructure signed by the Civil Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for utility and stormwater pipe deflection, water and sewer pressure, leaks, water borne bacteria, water and sewer flow tests, and other tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the Off-Site Water and Sewer Improvements and connect same to the Goshen Project shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Off-Site Water and Sewer Improvements, except to the extent caused by the negligence or willful misconduct of the County, until such time as the County accepts the dedication of the Water and Sewer Infrastructure.

- C. The Traffic Improvements and the Water and Sewer Infrastructure are referred to together as the **“County Dedicated Improvements”**) Upon satisfaction of the requirements set forth in Section 4(A) and 4(B) of this Agreement and in accordance with all state and local ordinances, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance, repair, replacement, and operation of the County Dedicated Improvements. This dedication shall include all rights, title, and interest that the Developer has in the County Dedicated Improvements, including all easements and/or right-of-way required by the County for the purpose of maintenance thereof, and as further set out in Section 4(D).
- D. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain the County Dedicated Improvements dedicated to the County (the **“Easement Plat”**). If the Developer fails to provide the recordable plat, the County shall not accept

the County Dedicated Improvements, nor issue a Certificate of Occupancy for any building or structure within the Goshen Project.

#### **Section 5. On-Site Improvements.**

- A. Developer shall retain the Civil Design Engineer to extend the County water distribution and sewer collection systems from the current water distribution and sewer collection terminus in the Goshen Project to the on-site connection point for the Goshen Project in order to distribute water and sewer to and within the Goshen Project (together, the “**On-Site Improvements**”).
- B. Developer shall provide for inspection of the On-Site Improvements by the Civil Design Engineer during construction and shall ensure the On-Site Improvements are constructed in material conformance with the Approved Construction Plans. The developer shall provide to the County a statement from the Civil Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the On-Site Improvements and all related materials and workmanship meet the County’s specifications and standards. Developer shall provide two (2) copies, and an electronic file, of “record” drawings of the On-Site Improvements signed by the Civil Design Engineer and/or an independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the On-Site Improvements and connect the Goshen Project to the County water system shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the On-Site Improvements, except to the extent caused by the negligence or willful misconduct of the County, until the County accepts dedication of the On-Site Improvements. Upon satisfaction of the requirements set forth in Section 5(B) of this Agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of

the water, sanitary sewer lines, pipes, appurtenances and associated facilities comprising the On-Site Improvements as shown on the Approved Construction Plans. This dedication shall include all rights, title, and interest that the Developer has in the On-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof, as shown on the Easement Plat.

#### **Section 6. Connection Fees; Recurring Water and Sewer Service Fees.**

- A. The County will charge, and the Developer will pay (or cause to be paid), Water Tap-in Fees, Sewer Tap-in Fees, Water Connection Fees, Sewer Connection Fees, Water Meter Installation Fees, Water Meter Application Fees, and any other applicable connection charges as are in effect at the time of each such connection, for each connection to the water and sewer system within and serving the Goshen Project (collectively, the “**Connection Fees**”). The Connection Fees shall be levied on a nondiscriminatory, per ERU basis, as applicable and shall be paid at the time of building permit issuance for the Goshen Project.

#### **Section 7. Term; Renewal.**

The initial term of this agreement shall be two (2) years, commencing on May 6, 2025, and ending on May 6, 2027.

#### **Section 8. Compliance with Laws.**

Developers shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County’s transportation systems. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax districts to enable the County to recover all costs incurred in providing transportation service to the Goshen Project.

#### **Section 9. Governing Law; Forum Selection.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

#### **Section 10. Entire Agreement.**

This Agreement shall constitute the entire agreement between the parties.

#### **Section 11. Modification of Agreement.**

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

#### **Section 12. No Waiver.**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

#### **Section 13. Effect of Partial Invalidity.**

If any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

#### **Section 14. Paragraph Headings.**

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

#### **Section 15. Notices.**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County:                      Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield GA 31329

If to Developer:                      Greenland Developers, Inc.  
Attn: Wilson Burns  
1750 Hwy. 21 N.  
Springfield, GA 31329

Greenland Developers, Inc.  
Attn: Brett Bennett  
1750 Hwy. 21 N.



Springfield, GA 31329

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Attn: Jon G. Burns, Jr.

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With a copy to:

Nelson Mullins Riley & Scarborough  
Attn: Emily McClendon  
201 17<sup>th</sup> Street  
Suite 1700  
Atlanta, GA 30363

**Section 16. Excusable Delay.**

Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “**force majeure**”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the Developer be held liable to the County for consequential damages or economic losses arising from delayed performance

**Section 17. Assignment.**

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

**Section 18. Construction of Agreement.**

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

**IN WITNESS WHEREOF** the Developer has executed these presents under seal, and the County has cause these presents to be executed by its proper officer under seal, affixed, this the 6th day of May, 2025.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
DAMON RAHN, CHAIRPERSON

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

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

\_\_\_\_\_  
WITNESS

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

[The balance of this page is intentionally blank.]

[Signatures continue on the following page.]

[SIGNATURE PAGE TO NORTH GATE DEVELOPMENT AGREEMENT]

GREENLAND DEVELOPERS, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
WILSON H. BURNS, CEO

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

\_\_\_\_\_  
WITNESS

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

[SIGNATURE PAGE TO NORTH GATE DEVELOPMENT AGREEMENT]

YELLOW PINE PROPERTIES, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
JON G. BURNS, JR. MANAGER

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

\_\_\_\_\_  
WITNESS

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

[SIGNATURE PAGE TO NORTH GATE DEVELOPMENT AGREEMENT]

P 51 PROPERTIES LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
WILSON H. BURNS, MANAGER

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

\_\_\_\_\_  
WITNESS

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

**EXHIBIT A**  
**Goshen Project<sup>1</sup>**

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<sup>1</sup> NTD: To be inserted.

**EXHIBIT B**  
**Traffic Improvements**