

**Prepared by, and after recording,
please return to:**

Butler Snow LLP
577 Mulberry Street, Suite 1225
Macon, GA 31201
Attention: James D. Garner

SLOPE MAINTENANCE EASEMENT AGREEMENT

This **SLOPE MAINTENANCE EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2026, by and between **OCTANS GA, LLC**, a Delaware limited liability company (“**Grantor**”) and **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY**, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia (“**Grantee**”). As used herein, Grantee and Grantor are each a “**Party**” and collectively, the “**Parties**.”

RECITALS

A. Grantor owns that certain real property in Effingham County, Georgia depicted on that certain Right of Way Plat recorded in Plat Book 30, Page 358 (the “**Plat**”) as “GATEWAY PARKWAY R/W VARIES MINIMUM SECTION WIDTH 120’ PREVIOUSLY 13.03 AC. NOW 15.61 AC.” (the “**Area 4 Gateway Right of Way**”).

B. Grantee intends to construct a road to be known as Gateway Parkway to connect Effingham Parkway and Hodgeville Road upon the Area 4 Gateway Right of Way.

C. Grantor has agreed to grant Grantee a permanent, non-exclusive slope and maintenance easement across the approximately 85-foot wide area adjacent to the Area 4 Gateway Right of Way depicted on the Plat as “85’ SLOPE AND MAINTENANCE EASEMENT” (the “**Easement Area**”) for the purpose of maintaining the existing slope and allowing drainage and runoff to be discharged from the Area 4 Gateway Right of Way.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENTS

1. Recitals and Definitions. The foregoing recitals are true and correct and are incorporated herein by reference. In addition to the various capitalized terms expressly defined throughout this Agreement, the following defined terms have the following meanings:

(a) **“Grantor Parties”** shall mean Grantor and its agents, employees, contractors, invitees, licensees and any other party with the right to use the Grantor Property.

(b) **“Maintain,” “Maintenance,”** and **“Maintaining”** shall mean the act of grading, mowing, repairing, restoring, or otherwise maintaining the slope and drainage facilities within the Easement Area.

(c) **“Slope Improvements”** shall mean the existing slope, grading, drainage swales, and any related improvements within the Easement Area that allow drainage and runoff to be discharged from the Area 4 Gateway Right of Way.

(d) **“Grantor Property”** shall mean the real property owned by Grantor in Effingham County, Georgia, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein. The Grantor Property includes the Easement Area.

2. Permanent Slope and Maintenance Easement. Grantor hereby grants to Grantee a non-exclusive, permanent easement (the **“Slope Easement”**) in, upon, over, across, and within the Easement Area, for the purpose of permitting Grantee to Maintain the Slope Improvements and to allow drainage and runoff to be discharged from the Area 4 Gateway Right of Way into the Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the Grantee’s use thereof for the purposes set forth herein.

3. Manner of Maintenance. Grantee, in exercising Grantee’s rights under this Agreement, shall not permit or cause any construction, mechanics, laborers’, materialmen’s or other similar liens to attach to the Grantor Property. Grantee shall ensure that all work in connection with the Maintenance of the Easement Area is done in a good and workmanlike manner, and in accordance with all applicable laws, codes, regulations and ordinances. Such work shall proceed in a manner to minimize disruption to the Grantor Parties’ activities on the Grantor Property. Grantee shall coordinate its Maintenance schedule and activities with the Grantor Parties, and shall abide by the reasonable security and safety requirements of the Grantor Parties.

4. Relocation of Easement Area. Grantor reserves the right, upon reasonable prior written notice to Grantee, to relocate the Easement Area to an alternative location on the Grantor Property for any reason, provided that: (a) the relocated Easement Area provides adequate area for drainage and runoff to be discharged from the Area 4 Gateway Right of Way; and (b) the relocated Easement Area is adjacent to the Area 4 Gateway Right of Way. Upon Grantor’s delivery of written notice specifying the new location of the Easement Area, together with a revised plat or survey depicting the relocated Easement Area, the Slope Easement shall automatically apply to such relocated area and shall no longer encumber the former Easement Area. The Parties shall cooperate to execute and record any instruments reasonably necessary to reflect such relocation in the public records of Effingham County, Georgia. Grantor shall bear the cost of any survey or plat required to depict the relocated Easement Area, and of any physical relocation of Slope Improvements necessitated by such relocation. If Grantor exercises its right to relocate the Easement Area after the Area 4 Gateway Right of Way has been conveyed to Grantee, Grantee hereby grants to Grantor a temporary, non-exclusive easement within that portion of the Area 4 Gateway Right of Way not improved with a road surface to relocate the Slope Improvements to the relocated Easement Area. Such temporary easement shall automatically terminate after

relocation of the Slope Improvements is complete. Grantor shall perform all work in a good and workmanlike manner, in accordance with applicable law, and in a manner that does not unreasonably interfere with Grantee's use of the improved portions of the Area 4 Gateway Right of Way. Grantor shall restore the disturbed portions of the Area 4 Gateway Right of Way to substantially the same condition as existed immediately prior to the commencement of such relocation work.

5. No Interference with Grantor Development. Grantee acknowledges that Grantor may, now or in the future, perform grading, construction, installation of utilities or infrastructure, or other development activities on the Grantor Property. Grantee shall not exercise its rights under this Agreement in any manner that unreasonably interferes with or delays Grantor's development activities on the Grantor Property.

6. Insurance. Grantee covenants and agrees to maintain, and to cause its contractors performing Maintenance or otherwise entering the Easement Area to cause to be maintained, at its sole cost and expense, the following minimum commercial general liability insurance coverage on an "occurrence basis:" personal and bodily injury and damage to the property of Grantor of \$1,000,000.00 per occurrence, with an annual aggregate limit of \$2,000,000.00. Each of the Grantor Parties shall be named as an additional insured on such insurance policies, and all such policies shall contain a full waiver of subrogation clause. Grantee shall provide a minimum of forty-five (45) days' advance written notice of insurer's intent to cancel or otherwise terminate insurance coverage.

7. Title. Grantor makes no representation or warranty with respect to the title of the Easement Area, and it is understood and agreed that the easements granted herein are granted to Grantee subject to all prior easements, rights-of-way, reservations, covenants and agreements affecting the Easement Area.

8. Indemnity. Grantee, to the extent permitted by law, shall indemnify, defend, and hold the Grantor Parties harmless from and against any and all loss, cost, damage, liability, expense, lien, claim, or cause of action (including reasonable attorneys' fees actually incurred and court costs) incurred by the Grantor Parties in connection with the exercise by Grantee or its lessees, invitees, licensees, agents, or contractors of its rights under this Agreement, including, without limitation, any claims associated with the Maintenance of the Slope Improvements, except in each case to the extent caused by the negligence or willful misconduct of Grantor or its agents, contractors, employees, or tenants. The terms in this Section 8 shall survive the termination of this Agreement. Any portion of this Agreement regarding indemnification apply only to the extent permitted by law, and any applicable case law, including but not limited to CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688 (2003).

9. Exclusion of Certain Causes of Action and Damages. In no event shall any partner, shareholder, director, officer, employee or agent of any Party incur any personal liability under this Agreement and no such liability shall be sought, obtained or enforced. Notwithstanding anything herein to the contrary, each Party hereby waives the right to seek or collect special, consequential, indirect and punitive damages from the other Party.

10. Run with the Land. This Agreement and the easements created herein shall run with the land and shall benefit and be binding upon each Party's respective successors in title. In the event of any subdivision of the Grantor Property, the rights, benefits, and protections accruing to Grantor under this Agreement shall inure to the owner of those portions of the Grantor Property that are inclusive of and adjacent to the Easement Area at the time of enforcement.

11. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Georgia without regard to conflicts of laws principles.

12. Miscellaneous. The provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of each of the Parties. The Parties shall cooperate reasonably with one another to adopt such amendments to this Agreement as may be required to correct any errors of fact or any scrivener's errors contained herein. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the Parties with respect to the covenant, agreement, condition, or provision which has been deemed invalid.

13. Consent and Waiver. Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the Party against whom it is sought.

[Signatures begin on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

Grantee:

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

(Notary Seal)

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY**, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia

By: _____

Name: _____

Title: _____

[Signatures continue on following page]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

(Notary Seal)

Grantor:

OCTANS GA, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit "A"
Legal Description of Grantor Property

ALL THOSE CERTAIN LOTS, TRACTS, OR PARCELS OF LAND, SITUATE, LYING AND BEING IN 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REFERENCE POINT HAVING GEORGIA STATE PLANE COORDINATES PER PLAT BOOK C57, PAGE E1 OF NORTH 818799.05 AND EAST 928718.96 AND KNOWN AS THE NORTHWEST MOST POINT OF TRACT 3 AND IN COMMON WITH HODGEVILLE ROAD RIGHT OF WAY.

THENCE, N 55° 39' 43" E FOR A DISTANCE OF 1024.50 FEET TO A POINT.
THENCE, N 55° 45' 48" E FOR A DISTANCE OF 1413.61 FEET TO A POINT.
THENCE, N 35° 33' 51" W FOR A DISTANCE OF 1377.87 FEET TO A POINT.
THENCE N 51° 07' 16" E FOR A DISTANCE OF 1553.26 FEET TO A POINT.
THENCE, N 27° 41' 01" E FOR A DISTANCE OF 992.51 FEET TO A POINT.
THENCE, ALONG A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 06° 41' 50", HAVING A RADIUS OF 4120.00 FEET, AND WHOSE LONG CHORD BEARS S 39° 47' 03" E FOR A DISTANCE OF 481.31 FEET.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 736.90 FEET TO A POINT.
THENCE, S 53° 33' 52" W FOR A DISTANCE OF 45.00 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 180.00 FEET TO A POINT.
THENCE, N 53° 33' 52" E FOR A DISTANCE OF 45.00 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 1250.00 FEET TO A POINT.
THENCE, S 53° 33' 52" W FOR A DISTANCE OF 45.00 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 200.00 FEET TO A POINT.
THENCE, N 53° 33' 52" E FOR A DISTANCE OF 45.00 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 970.00 FEET TO A POINT.
THENCE, S 53° 33' 52" W FOR A DISTANCE OF 45.00 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 180.00 FEET TO A POINT.
THENCE, N 53° 33' 52" E FOR A DISTANCE OF 45.00 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 1225.00 FEET TO A POINT.
THENCE, S 53° 33' 52" W FOR A DISTANCE OF 65.00 FEET TO A POINT.
THENCE, S 49° 17' 30" W FOR A DISTANCE OF 235.04 FEET TO A POINT.
THENCE, S 37° 29' 56" E FOR A DISTANCE OF 160.00 FEET TO A POINT.
THENCE, N 69° 04' 31" E FOR A DISTANCE OF 252.47 FEET TO A POINT.
THENCE, S 41° 16' 46" E FOR A DISTANCE OF 155.56 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 100.00 FEET TO A POINT.
THENCE, N 53° 33' 52" E FOR A DISTANCE OF 40.00 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 1775.00 FEET TO A POINT.
THENCE, S 53° 33' 52" W FOR A DISTANCE OF 45.00 FEET TO A POINT.
THENCE, S 36° 26' 08" E FOR A DISTANCE OF 98.37 FEET TO A POINT.
THENCE, S 55° 41' 24" W FOR A DISTANCE OF 4043.28 FEET TO A POINT.
THENCE, S 41° 00' 29" E FOR A DISTANCE OF 420.73 FEET TO A POINT.
THENCE, S 51° 23' 11" W FOR A DISTANCE OF 710.48 FEET TO A POINT.

THENCE, S 71° 17' 21" W FOR A DISTANCE OF 260.77 FEET TO A POINT.
THENCE, N 46° 47' 10" W FOR A DISTANCE OF 142.86 FEET TO A POINT.
THENCE, ALONG A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF
12° 03' 25", HAVING A RADIUS OF 2336.00 FEET, AND WHOSE LONG CHORD BEARS
N 40° 44' 13" W FOR A DISTANCE OF 490.67 FEET.
THENCE, N 34° 42' 23" W FOR A DISTANCE OF 5026.72 FEET TO A POINT.
THENCE, ALONG A CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF
05° 40' 11", HAVING A RADIUS OF 3383.00 FEET, AND WHOSE LONG CHORD BEARS
N 37° 32' 37" W FOR A DISTANCE OF 334.77 FEET.
THENCE, N 40° 22' 43" W FOR A DISTANCE OF 38.63 FEET TO THE POINT OF
BEGINNING.
SAID AREA CONTAINING 741.32 ACRES

LESS AND EXCEPT

A 25.00 ACRE PARCEL

COMMENCING AT A REFERENCE POINT HAVING GEORGIA STATE PLANE
COORDINATES PER PLAT BOOK D16, PAGE A2 OF NORTH 818799.05 AND EAST
928718.96 AND KNOWN AS THE NORTHWEST MOST POINT OF TRACT 3 AND IN
COMMON WITH HODGEVILLE ROAD RIGHT OF WAY.

THENCE, N 55° 39' 38" E FOR A DISTANCE OF 1024.48 FEET TO A POINT.
THENCE, S 84° 59' 11" W FOR A DISTANCE OF 236.56 FEET TO THE POINT OF
BEGINNING.

THENCE, S 34° 42' 33" E FOR A DISTANCE OF 1050.67 FEET TO A POINT.
THENCE, S 55° 39' 42" W FOR A DISTANCE OF 1036.02 FEET TO A POINT.
THENCE, N 34° 42' 30" W FOR A DISTANCE OF 829.12 FEET TO A POINT.
THENCE, ALONG A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF
03° 35' 43", HAVING A RADIUS OF 3533.00 FEET, AND WHOSE LONG CHORD BEARS
N 36° 31' 16" W FOR A DISTANCE OF 221.74 FEET TO A POINT.
THENCE, N 55° 39' 32" E FOR A DISTANCE OF 1043.00 FEET TO THE POINT OF
BEGINNING.

LESS AND EXCEPT

GATEWAY PARKWAY R/W

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN
THE 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, CONTAINING 15.61 ACRES,
SHOWN AS "GATEWAY PARKWAY R/W VARIES" ON THAT CERTAIN PLAT NAMED
RIGHT OF WAY PLAT LANDS OF EFFINGHAM COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY, EFFINGHAM COUNTY, GEORGIA, RECORDED JULY
16, 2026, IN PLAT BOOK 30, PAGE 358, IN THE OFFICE OF THE CLERK OF SUPERIOR
COURT, EFFINGHAM COUNTY, GEORGIA.