

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 _____, 2026 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 804 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “County”), SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “City”), and CLAYTON PROPERTIES GROUP, INC, a Corporation, having its principal place of business at 125 Southern Junction Blvd Suite 901, Pooler, Ga 31322 (hereinafter, “CLAYTON PROPERTIES GROUP”).

WITNESSETH:

WHEREAS, CLAYTON PROPERTIES GROUP is the fee owner of certain real property commonly known as LONADINE SUBDIVISION PHASE 4 and as more particularly shown on that certain plat entitled “A MAJOR SUBDIVISION OF LONADINE PHASE 4” recorded in Plat Book ____, Page ____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the “LONADINE PHASE 4”); and

WHEREAS, CLAYTON PROPERTIES GROUP 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 easements shown on that certain map or plat entitled “A MAJOR SUBDIVISION OF LONADINE PHASE 4” recorded in Plat Book ____ Page ____ the office of the Clerk of Superior Court of Effingham County, Georgia, attached hereto as Exhibit A to Exhibit 1 and made a part hereof by this reference (hereinafter referred to as “Easement Premises”); and

WHEREAS, CLAYTON PROPERTIES GROUP and the City on 13th day of April, 2021, entered into a Water and Sewer Service Agreement (attached hereto as “Exhibit 2”) in order for the City to provide LONADINE SUBDIVISION PHASE 4 with potable water and sanitary sewer services; and

WHEREAS, LONADINE PHASE 4 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 LONADINE PHASE 4 is located within unincorporated Effingham County; and

WHEREAS, the County does intend to accept dedication of the roads and rights-of-way shown on Exhibit A to Exhibit 1; and

WHEREAS, portions of the utility infrastructure currently owned by CLAYTON PROPERTIES GROUP, 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 LONADINE PHASE 4 (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 A 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 LONADINE PHASE 4; 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 CLAYTON PROPERTIES GROUP 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 A 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: _____
Damon Rahn
Its: Chairman

ATTEST: _____
Stephanie Johnson
County Clerk



SPRINGFIELD, GEORGIA

By: _____
Ricky Eilerman
Mayor, City of Springfield
ATTEST: _____
Jennifer Smith
City Clerk

[Signatures Continue On Following Page]

CLAYTON PROPERTIES GROUP,
INC

By:

J. Ryan Strickland
Assistant Secretary

Signed, sealed and delivered this
____ day of _____, 2026, 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
CLAYTON PROPERTIES GROUP, INC**

EXHIBIT 2

**Water and Sewer Service Agreement between the City of Springfield, Georgia and
CLAYTON PROPERTIES GROUP, INC**