

STATE OF GEORGIA
COUNTY OF EFFINGHAM

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (hereinafter referred to as the “Agreement”) is made and entered into this xx day of xx, 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 NEXT PHASE DEVELOPMENT COMPANY, LLC, a Georgia limited liability company, having its principal place of business at 37 W. Fairmont Avenue, Unit 202, Savannah, GA 31406 (hereinafter, “**Next Phase Development Company**”).

WITNESSETH:

WHEREAS, Next Phase Development Company is the fee owner of certain land located off of Log Landing Road, Effingham County, Georgia, designated as 69.99 acres, more or less, as shown on that certain map or plan made by Charles W. Tuten Jr. GA. P.L.S. No. LS002345, dated December 20, 2006, recorded in Plat Book 148, Page E in the records of the Clerk of the 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 the “Grantor’s Property”); and

WHEREAS, Next Phase Development Company, 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 “Subdivision Plat of Shadowbrook – Phase 5C” prepared by Jimmy R. Toole, GA. P.L.S. No. 3119 and recorded in Plat Cabinet xx, Page xx 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, Next Phase Development Company 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 Shadowbrook Subdivision – Phase – Phase 5C with potable water and sanitary sewer services; and

WHEREAS, the Shadowbrook Subdivision – Phase 5C 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 Shadowbrook Subdivision – Phase 5C 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 Next Phase Development Company, 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 the Shadowbrook Subdivision – Phase 5C (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 the Shadowbrook Subdivision – Phase 5C; 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 Next Phase Development Company 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

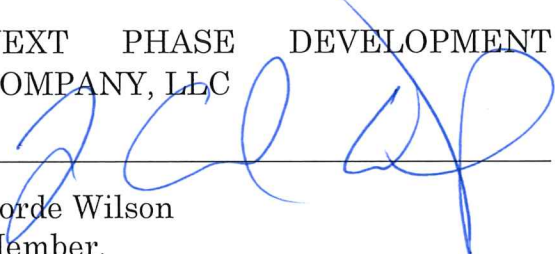
By: _____
Wesley Corbitt
Its: Chairman

ATTEST: _____
Stephanie Johnson
Effingham County Clerk

THE CITY OF SPRINGFIELD

By: _____
Barton A. Alderman
Mayor, City of Springfield

NEXT PHASE DEVELOPMENT
COMPANY, LLC

By: _____

Corde Wilson
Member,
Next Phase Development Company,
LLC.

Signed, sealed and delivered this
28 day of APRIL, 2023, in
the presence of:

Jane Whitney
WITNESS

Patricia A Sullivan
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 Next
Phase Development Company, LLC**

EXHIBIT 2

**Water and Sewer Service Agreement between the City of Springfield, Georgia and
Next Phase Development Company, LLC**