

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 _____, 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 804 S. 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 CLAYTON PROPERTIES GROUP, INC, a Georgia Corporation, having its principal place of business at 441 Western Lane Irmo, SC 29063 (hereinafter, “CLAYTON PROPERTIES GROUP”).

WITNESSETH:

WHEREAS, CLAYTON PROPERTIES GROUP is the fee owner of certain land WEBB TRACT (LONADINE) SUBDIVISION PHASE 1A as shown upon a plat entitled “A MAJOR SUBDIVISION OF A PORTION OF PARCEL A OF WEBB TRACT, PHASE 1A” recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the “WEBB TRACT (LONADINE) PHASE 1A”); 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 easement as shown on that certain map or plat entitled “A MAJOR SUBDIVISION OF A PORTION OF PARCEL A OF WEBB TRACT, PHASE 1A” recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia, attached hereto as Exhibit B 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 April 13, 2021 entered into a Water and Sewer Service Agreement (attached hereto

as “Exhibit 2”) in order for the City to provide WEBB TRACT (LONADINE) SUBDIVISION PHASE 1A with potable water and sanitary sewer services; and

WHEREAS, WEBB TRACT (LONADINE) PHASE 1A 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 WEBB TRACT (LONADINE) PHASE 1A 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 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 WEBB TRACT (LONADINE) PHASE 1A (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 WEBB TRACT (LONADINE) PHASE 1A; 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 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

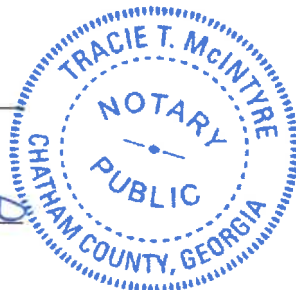
By: _____
Barton A. Alderman
Mayor, City of Springfield

CLAYTON PROPERTIES GROUP,
INC
By: _____
Manager

Signed, sealed and delivered this
22 day of FEBRUARY, 2023, in
the presence of:

WITNESS

Tracie T. McIntyre
NOTARY PUBLIC



Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

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**