

(TENTATIVE) BOARD OF COMMISSIONERS SPECIAL CALLED MEETING AGENDA



July 12, 2023 – 5:00 PM

Effingham County Administrative Complex
Meeting Chambers

804 South Laurel Street, Springfield GA 31329

The Georgia Conflict of Interest in Zoning Action Statute (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total \$250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

"Individuals with disabilities who require special needs to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities should contact the County Clerk at 912-754-2123 promptly to afford the County time to create reasonable accommodations for those persons."

****PLEASE TURN OFF YOUR CELL PHONE**

Agenda

Watch us live on our YouTube page:

<https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk3OUQ>

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Public Comments** - Agenda Items ONLY
- VII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- VIII. New Business**
 - 1. [2023-337 Ordinance] Steve Candler**
Consideration to approve the First Reading to amend **Part II, Appendix C - Article III, Section 3-4 Buffers** of the Effingham County Code of Ordinances
 - 2. [2023-338 Agreement] Tim Callanan**
Consideration to approve an Intergovernmental Agreement by and between Effingham County and Bryan County related to the I-16 water and sewer projects
 - 3. [2023-339 Agreement] Tim Callanan**

Consideration to approve an Intergovernmental Agreement for sewer services between Effingham County and Bryan County related to the I-16 Regional Sewer Improvements Project/I-16 Main Improvements

4. **[2023-340 Easement]** *Tim Callanan*

Consideration to approve a permanent Easement between Effingham County and Bryan County related to a pump station and rights for the construction and maintenance of a project identified as the I-16 Regional Sewer Improvements Project/I-16 Main Improvements

5. **[2023-341 Easement]** *Tim Callanan*

Consideration to approve a permanent Easement between Effingham County and Bryan County related to sewer lines and rights for the construction and maintenance of a project identified as the I-16 Regional Sewer Improvements Project/I-16 Main Force Main Improvements

IX. Adjournment

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO ARTICLE III, SECTION 3.4
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND ARTICLE III, SECTION 3.4. OF THE EFFINGHAM COUNTY ZONING ORDINANCE AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

3.4.2 Adjacent public street buffers: All development excluding industrial development shall maintain a ten-foot wide landscaped buffer between any parking or loading area and an adjacent accessed public right-of-way (ROW). In single family subdivisions a ten-foot landscaped buffer must be maintained between any lot or internal street and any public collector or arterial ROW accessed from the subdivision. Where parcels abut a street without access to that street the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street in the above chart.

Street buffers for industrial property shall equal the required buffer for the use on the other side of the street in the above chart.

PDs may have different buffer requirements. Please refer to PD ordinance.

A new sentence, is inserted, as follows:

Where property lines run adjacent to federally designated interstate highways, regardless of zoning or proposed use, that section of the property is exempt from all buffer requirements along the property line with frontage on the interstate highway.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ____ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

FIRST READING: _____

BY: _____
CHAIRMAN

SECOND READING: _____

ATTEST:

STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN EFFINGHAM COUNTY AND BRYAN COUNTY

THIS INTERGOVERNMENTAL AGREEMENT, (the “Agreement”) is made this ____ day of _____ 2023 by and between EFFINGHAM COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Effingham County”) and BRYAN COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Bryan County”). Effingham County and Bryan County are, collectively, the Parties.

RECITALS

WHEREAS, Effingham County has jurisdiction over certain real property identified as Tax Parcels: 304-10, 304-11, 304-12, 305-1, 305A-72, 329-41B, 329D-1, 331-3, 331-4, 331-5, 331-13, 331-14, 331-22, and 329-41A01 which reside wholly within the constitutional boundaries of Effingham County, and are further described by the metes and bounds set out in the legal description attached hereto and incorporated herein by reference as Exhibit “A”, (hereinafter, the “Properties”); and

WHEREAS, the Effingham County Industrial Development Authority (hereinafter, “Effingham IDA”) holds title to the following Tax Parcels: 329D-1, 331-3, 331-4, 331-5, 331-13, 331-14; and

WHEREAS, the Effingham County Board of Commissioners (hereinafter, “Effingham BOC”) holds title to portions of the Properties: (i) certain real property by Limited Warranty Deed dated June 6, 2023 and recorded in Deed Book 2852, Pages 427-429, in the records of the Clerk of Effingham County, and comprised of approximately 10.245 acres +/-, identified as Tax Parcel 329-41A01; and (ii) and certain real property by Limited Warranty Deed dated October 21, 2016 and recorded in Deed Book 2374, Pages 882-883 in the records of the Clerk of Effingham County, and comprised of approximately 1 acres +/- identified as Tax Parcel 331-22; and

WHEREAS, Bryan County has reached an agreement for permanent and temporary construction easement rights with the property owners of Tax Parcels: 304-10, 305-1, 329-41B, 329D-1, 331-3, 331-4, 331-5, 331-13, 331-14; and

WHEREAS, the Parties intend to reach an agreement for permanent and temporary construction easement rights for the following Tax Parcels currently owned by Effingham BOC: 329-41A01 and 331-22; and

WHEREAS, Bryan County desires to obtain permanent easements and temporary construction easements on the following Tax Parcels: 304-11, 304-12, and 305A-72 for the purpose of the construction and ongoing maintenance of an 18 inch force main sewer line as part of the Bryan County I-16 Regional Sewer Improvements Project/ I-16 Regional Force Main Improvements PI Number 29088.0000 (hereinafter, the “Project”); and

WHEREAS, for the purposes of this Agreement, Effingham agrees that the Project may include additional sewer infrastructure as may be required so long as it runs parallel to the 18 inch force main within the existing boundaries of the permanent and temporary easements of the Properties.

WHEREAS, the Parties agree that should any water infrastructure, or any other non-sewer utility be desired by Bryan County to be placed within the easement area of the Properties, that this Agreement shall be amended, or a new Agreement negotiated, by the Parties for the purpose of addressing the design, construction, and maintenance of the water infrastructure.

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983 (“Supplementary Powers”), Effingham County has the authority to provide police protection, fire and emergency medical services, to collect fees, perform inspections, approve final plats and issue certificates of occupancy and permits related to the enforcement of building, electrical, plumbing, gas, housing, land disturbance, erosion control, and other similar codes and regulations and to provide stormwater management services for projects that are located within its jurisdictional limits; and

WHEREAS, Effingham County intends to exercise their authority under the Supplementary Powers provision to provide services to the Properties until such time that the provision of services have been agreed to by the Parties by contract as required by Subsection (b)(1) of Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983; and

WHEREAS, Bryan County desires the authority from Effingham County to provide for the inspection and permitting of the Project pursuant to all federal and state laws and regulations ,including the more restrictive of either Effingham or Bryan County’s then-current ordinances and regulations, as may be required for the construction and operation of the Project on the Property; and

WHEREAS, Effingham County and Bryan County agree that Effingham County shall provide all services to the Properties as required by Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, as amended, that are not otherwise expressly granted to Bryan County as part of this Agreement; and

WHEREAS, pursuant to the provisions of Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of the State of Georgia, Effingham County and Bryan County, by and through their respective government authorities, are each authorized to enter into agreements with each other for the provision of certain public services outside their jurisdictional limits; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the Project, the Parties hereto desire to enter into this Agreement to resolve any potential governmental conflicts between Effingham County and Bryan County concerning issuance of development and building permits, inspections, final plats and certificates of occupancy and collection of fees thereof, stormwater utility service, provision of police

protection and fire and emergency medical services to the Properties,

NOW THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the foregoing recitals and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals

The above Recitals are true, correct, form a material part of this Agreement and are incorporated herein by reference.

2. Ownership of Project

The Parties acknowledge and agree that Bryan County shall own the Project, including all lines, pipes, pumps, buildings, improvements, equipment, and infrastructure related to the Project. The Parties agree that Bryan County shall be fully responsible for any and all costs associated with the installation, maintenance, repair, use, service, and ownership of the Project. The Parties further acknowledge and agree that Effingham County shall have no right, license, or interest in the Project or to use the Project, without Bryan County’s express written consent.

3. Inspecting and Permitting

The Parties agree that Bryan County shall have authority for approving, inspecting and permitting the Project, including but not limited to performing all inspections required to build the Project, approving final plats and issuing certificates of occupancy and permits related to the enforcement of building, electrical, plumbing, gas, land disturbance, and erosion control pursuant to the more restrictive of Effingham or Bryan County’s then-current ordinances and regulations, including all applicable state and federal laws and regulations. Bryan County shall have final authority to issue a commercial development permit for the Properties and certificates of occupancy, if needed, for the Project.

Upon receipt of a compliance complaint from any citizen, Effingham County reserves the right to inspect the Properties, and further notify Bryan County of any compliance issues as a result of the inspection.

4. Police Services

The Parties agree that Effingham County shall provide police / law enforcement services to the Properties in accordance with its normal standards and practices.

5. Fire and Emergency Medical Services

- a) Effingham County shall provide all fire protection and emergency medical services to the Properties in accordance with its normal standards and practices.
- b) Bryan County grants to Effingham County the rights, of access over and upon, and use of, all roads, paths, and other infrastructure located on the Properties as may be necessary to allow Effingham County vehicles and personnel providing such fire protection and emergency medical services to have access to the portion of the Properties owned by Bryan County.

6. Stormwater Services

Bryan County shall, at its sole cost and expense, design stormwater facilities for the Properties to Bryan County standards. Bryan County shall operate, service, repair and maintain the stormwater facilities constructed on the Property.

7. Project Capacity

The Parties agree that upon the completion and operation of the North Bryan Water Reclamation Facility (“WRF”), Bryan County shall sell available capacity to Effingham County as a wholesale customer upon written request to Bryan County. If at the time of Effingham’s written request, no capacity is available within the Project, Bryan County shall complete modifications, improvements, and/or expansions to the North Bryan WRF necessary to accommodate acceptance for treatment and disposal of sewage at the written request of Effingham and pursuant to a separate sewer service agreement. The sewer service agreement shall also provide for the wholesale rate, provisions for the design, construction, and payment of costs associated with the modifications, improvements, and/or expansions necessary to accommodate Effingham’s request for capacity, any Capital Recovery Fees, and other provisions of services or conditions as necessary.

8. Term and Termination

The term of this Agreement shall begin on upon the date of execution of this Agreement set forth above and shall extend thereafter for a period of fifty (50) years.

9. Miscellaneous

(a) This Agreement and the covenants of the Parties set forth herein are intended to run with the land and, subject to Section 10 hereof, shall be binding upon each of the Parties hereto and any subsequent owner of the Properties. This Agreement may be recorded in the real property records of Effingham County and Bryan County.

(b) Parties hereby agree to all provisions of this Agreement, and waive any claim that either of them may have that any of the provisions set forth herein are unlawful, invalid or beyond the scope of the lawful powers of Effingham County or Bryan County.

(c) This Agreement shall not be binding upon the Parties hereto and shall not be recorded until formal approval is granted by the appropriate authorities of Effingham County and Bryan County.

(d) By its execution hereof, each of the Parties hereto represents and warrants to the other Parties hereto that:

- i. all necessary actions and approvals have been taken or obtained, as the case may be, to authorize, approve and perform this Agreement;
- ii. upon such execution, this Agreement shall be binding on such party, enforceable against such party in accordance with its terms;
- iii. there is no claim, litigation, proceeding or governmental investigation pending or, so far as is known to such party, threatened, against or relating to such party or the transactions contemplated by this Agreement which does or would reasonably be expected to affect materially and adversely the ability of such party to enter into this Agreement and to carry out its obligations as set forth in this Agreement; and
- iv. any and all approvals required to be obtained by such party in connection with the execution, delivery performance of this Agreement have been obtained.

10. Remedies

(a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the Parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the party which is enforcing the provision.

(b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

12. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

13. Successors and Assigns

The provisions of this Agreement shall be deemed and held to be easements, covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the Parties and their successors, successors-in-title and assigns.

14. Evidence

The Parties agree that if Bryan County is sued in subsequent litigation concerning the facilities and appurtenances constructed on the Properties, the Agreement may be introduced into evidence.

15. Attorneys' Fees

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement.

16. Controlling Law, Venue

This Agreement was made and shall be performed in Effingham County, Georgia and in Bryan County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement for any dispute arising out of the terms and conditions herein shall be solely in the Superior Court of Effingham County, Georgia, and all defenses to venue are waived.

17. Further Assurances

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

18. Construction

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against either party.

19. Legal Advice

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

20. Amendment of Agreement

No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in a writing signed by each of the Parties hereto.

21. Authority

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

22. Headings

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

23. Time

Time is of the essence with all duties and obligations set forth in this Agreement.

24. Notice

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Effingham County: Effingham County
 Attention: Tim Callanan, County Manager
 804 S Laurel Street
 Springfield, Georgia 31329

If to Bryan County: Bryan County
 Attention: Ben Taylor, County Administrator
 51 North Courthouse Street
 Pembroke, Georgia 31321

25. Originals

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, sealed and delivered by the Chairman of the Effingham County Board of Commissioners and the

Chairman of the Bryan County Board of Commissioners, each thereunto duly authorized to bind their respective Parties in accordance with the laws of the State of Georgia as of the day and year first above written.

Signed, sealed and delivered in the presence of:

EFFINGHAM COUNTY

Unofficial Witness

By: _____
Wesley Corbitt
Chairman At Large

Notary Public

Attest: _____
Printed Name:
Title:

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

BRYAN COUNTY

Unofficial Witness

By: _____
Carter Infinger
Chairman

Notary Public

Attest: _____
Printed Name:
Title:

My commission expires:

[NOTARY SEAL]

Exhibit A

[INSERT LEGAL DESCRIPTIONS HERE]

**INTERGOVERNMENTAL AGREEMENT BETWEEN EFFINGHAM COUNTY AND
BRYAN COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT, (the “Agreement”) is made this ____ day of _____ 2023 by and between EFFINGHAM COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Effingham County”) and BRYAN COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Bryan County”). Effingham County and Bryan County are, collectively, the Parties.

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that local governments in the State may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, pursuant to such authority the Parties desire to enter into a Sewer Service Agreement to provide for sewage treatment capacity for areas currently within Effingham County; and

WHEREAS, Bryan County intends to design, permit, construct, operate and maintain a sewer lift station and force main to collect and convey sewer as part of the Bryan County I-16 Regional Sewer Improvements Project/ I-16 Regional Force Main Improvements PI Number 29088.0000 (hereinafter, the “Project”); and

WHEREAS, it is in the best interest of the citizens of Effingham County and Bryan County that this agreement be consummated and that such commitments be made.

NOW THEREFORE, in consideration of the mutual covenants and agreements, and benefits to the parties, Effingham County and Bryan County agree as follows:

1. **Sewer Conveyance and Treatment Capacity.** Bryan County will make sewer connection points available to Effingham County to allow the conveyance and treatment of wastewater meeting the requirements of all applicable regulatory agencies and as otherwise stated herein. Both parties agree that, Effingham County will own and maintain the sewer conveyance system from the connection points to its customers, and Bryan County will own and maintain the sewer conveyance system from the connection points to its facilities. Bryan County shall construct a sewer metering station at a location mutually agreed to by Effingham County and Bryan County. The initial sewer conveyance system from Effingham County to the connection points, and the initial treatment capacity made available by Bryan County under this Agreement shall be used solely to serve sewer customers located within current (as of the date of this Agreement)

jurisdictional limits of Effingham County. The “**Sewer Delivery Points**” shall be located on both sides of I-16 with one connection point located on Tract 2 as identified on the plat (attached hereto as “Exhibit B”) and the second connection point located within the easement areas acquired by Bryan County on the Effingham County Industrial Development Authority parcels.. All flows from Effingham County’s customers shall be considered part of its 250,000 gallon per day allocation.

Sewer conveyance to Effingham County, and treatment capacity made available by Bryan County shall be based on timing of infrastructure improvements for the Project and related Bryan County reclamation plant within Bryan County’s system, and no later than approval from the Georgia Environmental Protection Division (GA EPD) for placement into operation . As part of this agreement both parties mutually agree to the following:

Following the construction of the Project and the Bryan County reclamation plant, and its approval from the GA EPD to be placed into operation, Bryan County shall make available sewer treatment capacity of 250,000 gallons per day (gpd) to Effingham County upon Effingham County’s written request. The maximum amount of sewer conveyance from Effingham County into Bryan County’s system will not exceed 1,800 gallons per minute (gpm) of peak flow. In no event shall Bryan County be obligated to provide sewer conveyance and treatment capacity in excess of a monthly average of 250,000 gpd.

2. **Meter Calibration Tests and Meter Failure.** Maintenance of the Sewer Meter, including annual calibration, shall be the responsibility of Bryan County.

Bryan County shall calibrate the meter at least once every twelve (12) months or in accordance with manufacturer’s recommendation, whichever is more frequent. Effingham County shall have the right at all times to inspect said meter and to conduct at Effingham County’s expense such tests as may be appropriate. Effingham County may request that additional calibrations of the sewage meter be made, but such requests may be made no more frequently than once in a twelve-month period. The cost of meter calibration tests (requested by Effingham County) shall be paid by Effingham County unless the test determines that the registering error of the meter was greater than 15% in which case the cost shall be paid by Bryan County. If as a result of such requested test, it is determined that a meter had a registering error greater than 15% then bills rendered

subsequent to the latest previous calibration shall be adjusted (up or down as applicable) based on the test results.

Both Bryan County and Effingham County shall have the right, at reasonable times, to inspect said meter and to conduct such tests as may be appropriate so as to assure that it is accurately measuring the sewage discharged. Effingham County shall have the right to have its representative read said meter once within such calendar month, if it so desires, and Bryan County shall have a representative available in order that said meter may be jointly read. It is expressly provided, however, that Bryan County and Effingham County shall have the right to read said meter at such other time or times within each calendar month as may be mutually agreeable. Should the representative of Effingham County fail or refuse to appear at the time agreed upon, then Bryan County's representative may read such meter and the reading so made shall be final, conclusive and binding upon Effingham County. In the event that it should appear during any month that said meter has failed to accurately measure the sewage passing through the same, then and in that event the amount of sewage discharged by Effingham County to Bryan County during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount discharged over the proceeding twelve (12) month period as shown by such meter when properly functioning. However, in any event, Bryan County shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction by Effingham County.

3. **Metered Sewage Consumption Charge.** Effingham County shall pay to Bryan County a consumption charge for each 1,000 gallons delivered through the Sewage Meter. The consumption charge shall be stated in terms of dollars per 1000 gallons. The rate at all times shall be a wholesale rate in line with Bryan County's other wholesale customers and mutually agreed upon by the Parties. However, in no case shall the consumptive rate be greater than the rate charged by Bryan County to any of its wholesale customers, including any discounts that may be given by Bryan County to its customers.

Payment shall be made monthly within 30 days of the receipt of the invoice for consumption charges.

4. **Operation and Maintenance and Sewage Transport Facility Responsibilities.** Bryan County shall be responsible for (or responsible for causing) the construction, funding, operation,

maintenance and compliance with applicable law and regulations of the Bryan County sewer system located in Bryan and Effingham Counties upstream from the Sewer Delivery Points.

5. **Sewage Treatment.** Bryan County will accept for treatment domestic strength sanitary sewage delivered by Effingham County to a force main delivery point located in the vicinity of the I-16 (the “Sewage Delivery Point”). Said sewage shall be limited solely to sewage which originated from sewer customers located within current (as of the date of this Agreement) jurisdictional limits of Effingham County.

The delivered sewage shall contain no toxic materials which would interfere with Bryan County’s biological treatment processes, and delivered sewage shall have characteristics which do not exceed the following parameter limits:

| <u>Constituent</u> | <u>Maximum Concentration</u> <u>Mg/L</u> |
|---------------------------|---|
| BOD | 1,000 |
| COD | 1,500 |
| Fat, Oil, and Grease | 100 |
| Total Suspended Solids | 280 |
| Total Toxic Organics | 2.13 |
| Cyanide (total) | 0.33 |
| Arsenic | 0.15 |
| Cadmium | 0.09 |
| Chromium | 4.01 |
| Copper | 2.81 |
| Lead | 0.60 |
| Mercury | 0.05 |
| Nickel | 1.64 |
| Silver | 0.93 |
| Zinc | 0.88 |

Delivered sewage shall contain no toxic material or other characteristics which may interfere with Bryan County’s pumping, transport, or treatment processes whether or not specifically identified above. Effingham County shall be responsible to require any industrial treatment necessary to comply with limitations.

Effingham County shall sample and report each of the above parameters at least once each year to demonstrate compliance.

The maximum amount of acceptable sewage that may be delivered by Effingham County in any month is 250,000 gallons per day. In no event shall Bryan County be obligated to accept in excess of an annual average of 250,000 gallons per day except as otherwise mutually agreed to by the Parties in writing.

6. **Sewer Use Regulations.** Effingham County shall adopt and enforce regulations to prevent the discharge into its sewer system of any materials which by reason of character or quantity would:

Interfere with the operation or efficiency of the sewage transport and treatment systems of Bryan County, or not be susceptible to treatment by the treatment process.

In any way cause a violation of any directive, regulation, or permit of the Environmental Protection Division of the Department of Natural Resources (“EPD”) or the industrial pre- treatment program of the Bryan County or any other regulatory agency.

Constitute a hazard to human or animal life due to toxicity, flammable or explosive characteristics of the pollutant(s).

Effingham County shall notify Bryan County of any violation of the sewer use regulations and take corrective action to stop such violation and minimize the effects of such violation.

7. **Required Future Sewage Treatment Improvements.** In the event that Bryan County is required by any regulatory agency, or by any law, rule, or regulation, within fifteen (15) years of the execution of this agreement, to make improvements to the sewage transport system, to increase the level of treatment, to undertake a capital maintenance project, or make other improvements to (such as disposal of effluent by land application), or change, or eliminate the discharge of, the facility treating sewage delivered by Bryan County so as to increase the capital or operating costs for providing sewage service under this agreement, then the sewer capital cost recovery charge and/or the sewer metered consumption charge shall be equitably adjusted. Said adjustments will be reviewed in detail between both parties.

In the future, following mutual agreement of both parties for Effingham County to transport sewage to the Sewer Delivery Points for Bryan County to accept, transport, and treatment, if Bryan

County is required by any regulatory agency, or by any law, rule, or regulation, to make improvements to the sewage transport system, to increase the level of treatment, to undertake a capital maintenance project, or make other improvements to (such as disposal of effluent by land application), or change, or eliminate the discharge of, the facility treating sewage delivered by Effingham County so as to increase the capital or operating costs for providing sewage service under this agreement, then the sewer capital cost recovery charge and/or the sewer metered consumption charge shall be equitably adjusted. Said adjustments will be reviewed in detail between both parties.

For purposes of this section “capital maintenance” shall mean a renewal or replacement of facilities or equipment costing in excess of \$250,000.

8. **Interest on Overdue Payments and Non-Payment.** Interest at 3% per month shall be charged on the unpaid balance of any amount not paid when due. Said interest shall begin to accrue on the payment due date.

Bryan County will be relieved of its obligation to continue to accept sewage from Effingham County in the event that payments due hereunder remain unpaid in excess of ninety (90) days after the date due. Effingham County shall be provided notice of non-payment and shall have ten (10) days from the date of such notice to make payment before Bryan County is relieved of its obligations.

The foregoing notwithstanding, interest on an overdue unpaid balance shall not accrue during any period required to investigate the accuracy of meter calibrations as provided in Section 2.

9. **Excess Usage.** Excess sewage usage means sewage delivered by either party through the meter station and Sewer Delivery Points, in any month, in excess of the quantities specified in Section 1 of this Agreement, or with characteristics exceeding the maximum concentrations provided in Section 5 of this Agreement. The party receiving sewage at the time of such excess, shall give notice to party discharging the sewage of the occurrence of excess sewage usage. Upon receipt of such notice, the discharging party shall immediately take steps to eliminate such excess sewage usage.

If after 30 days of such notice, excess sewage usage continues to occur, then the sewage receiving party, at its option, may adjust the Sewage Capital Cost Recovery Charge to equitably recover additional costs resulting from of such excess usage and the sewage discharging party shall pay charges at such adjusted rates, and/or the sewage receiving party may install physical devices to limit the quantity of sewage delivered to be within the quantities provided for under this Agreement. In addition, it is agreed that the consumption charge for excess sewage delivered shall be 1.5 times the consumption charges defined in Section 8 hereof.

10. **Provisions of Law.** All generally applicable provisions of law now or hereafter in effect relating to sewer service by Bryan County and/or Effingham County, shall be applicable to this agreement.

11. **Notices.** Any notices required to be given to any party under the terms of this Agreement, shall be forwarded by United States Postal service as follows :

If to Effingham: Effingham County
Attention: County Manager
804 S Laurel Street
Springfield, Georgia 31329

With Copy to: Effingham County
Attention: County Attorney
804 S Laurel Street
Springfield, Georgia 31329

If to Bryan County: Bryan County
Attention : County Administrator
51 North Courthouse Street
Pembroke, Georgia 31321

With Copy to: Bryan County
Attention: County Attorney
51 North Courthouse Street
Pembroke, Georgia 31321

12. **Term.** This Agreement shall be effective for an initial term ending on December 31, 2033. The term of this Agreement shall automatically be extended under the same terms and provisions, or other mutually agreeable terms and provisions, by ten (10) year renewal terms to the extent allowed under Article IX, Section 111, Paragraph 1 of the Constitution of the State of Georgia.

However, the Parties recognize that changing environmental conditions, changing costs, new or changed laws, rules, regulations or orders of the state or federal governments, or other changed circumstances, may make renegotiation of provisions of this Agreement necessary prior to the end of the initial term or any extension term. Therefore, it is agreed that the parties may call for the renegotiation of provisions of this Agreement affected by changed circumstances to achieve an equitable revision.

13. **Adjustments to Sewer Quantities.** The parties hereto may from time to time request adjustments in the quantity of sewage treatment capacity provided in Section 1 and Section 5 hereof for use in Effingham County. However, before any adjustment is effective it must be mutually agreed upon by the parties by written amendment to this Agreement.
14. **Amendments.** No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the Parties hereto.
15. **Counterparts.** This Agreement may be signed in several counterparts, each one of which shall be an original and all of which when taken together will constitute one Agreement between the parties.
16. **Validity and Enforcement.** If any provision of this agreement is held invalid or unenforceable, the validity and enforceability of the remaining provisions of the agreement shall not be affected thereby, unless the provision held invalid is a material element of this agreement.
17. **Waivers.** No delay or failure to exercise a right under this agreement shall impair such right or shall be construed to be a waiver thereof, and any such rights may be exercised from time to time and as often as deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver.
18. **Headings.** The headings of the sections of this agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.
19. **Force Majeure.** Any terrorist act, strike, inclement weather, fire, act of God, or other similar unexpected event (to also include any act or omission of the other party to the

Agreement) which prevents a party hereto claiming *force majeure* from performing its obligations and which act or event is beyond the reasonable control and not arising out of the fault of said party (or its contractors, officers, members, directors, shareholders, subcontractors, representatives and agents, as the case may be), and said party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts; provided, however, that the party claiming *force majeure* shall promptly notify the other party of the circumstances surrounding the same and the anticipated delay resulting therefrom.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their duly authorized officers and their seals affixed as of the day and year first above written.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

Executed in the presence of:

EFFINGHAM COUNTY, GEORGIA

Witness

County Manager

Notary Public

Attest: _____

County Clerk

(Seal)

Executed in the presence of:

BRYAN COUNTY, GEORGIA

Witness

County Administrator

Notary Public

Attest: _____

County Clerk

(Seal)

Space Above This Line for Recorder’s Use

After recording return to:

Aaron M. Kappler
Thompson, O’Brien, Kappler & Nasuti, P.C.
100 Timber Trail
Suite 201
Richmond Hill, Georgia 31324

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

EXCLUSIVE PERMANENT SEWER EASEMENT FOR WATER, SEWER, AND ACCESS

THIS ~~EXCLUSIVE~~ PERMANENT SEWER EASEMENT ~~FOR WATER, SEWER, AND ACCESS~~ (“Easement”) is made as of the ____ day of June, 2023 by and between **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Grantor”) and **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (together with its successors and assigns, “Grantee”).

WITNESSETH:

WHEREAS, Grantor owns certain real property by Limited Warranty Deed dated June 6, 2023 and recorded in Deed Book 2852, Pages 427-429, in the records of the Clerk of Effingham County, and comprised of approximately 10.245 acres +/-, being described by legal metes and bounds and being more fully shown and identified as “Tract 2” comprising 7.424 acres+/-, and “Tract 3” comprising 2.821 acres +/- on the Survey for Effingham County, dated June 6, 2023 and prepared by M. Jerry Tomberlin recorded at Plat Book 29, Page 614 in the records of the Clerk of Effingham County (the “Property”), and attached hereto as Exhibit “A” and incorporated herein by such reference; and

WHEREAS, Grantee requires certain temporary and permanent easement rights for the construction and maintenance of the project identified as the I-16 Regional Sewer Improvements Project/I-16 Force Main Improvements/PI Number 29088.0000 (the “Project”); and

WHEREAS, as set forth herein, Grantor ~~desires~~ agrees to grant and convey to Grantee such exclusive easement rights over a portion of the Property identified as “Tract 2” at Exhibit “A”, -real property owned by Grantor and being described by legal metes and bounds and being more fully shown and identified on the Easement Plat for Bryan County, dated May 18, 2023 and prepared by Thomas & Hutton at Exhibit “A”, attached hereto at Exhibit “B”, and incorporated herein by such reference;

WHEREAS, Grantor and Grantee have entered into that certain Intergovernmental Agreement Between Effingham County and Bryan County as of _____, 2023 (“IGA”), relating to the issuance of certain development and building permits, inspections, final plats and certificates of occupancy and collection of fees thereof for the Project and for the provision of emergency services on property located in the jurisdiction of Effingham County;

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants and conveys an easement as set forth herein:

Article 1 Definitions

1.1 “Easement Area” shall mean and refer to that the area comprised of 5.021 acres +/- (218,726 square feet) and as more fully described by metes and bounds description and as shown and labeled as “Exclusive Permanent ~~Water, Sewer, and Access~~ Easement Area” on the Easement Plat attached hereto as on Exhibit “B”, and incorporated herein by such reference.

1.2 “Easements” shall mean and refer to collectively, (i) the Temporary Construction ~~and Access~~ Easement, and (ii) the Required- Permanent ~~Water, Sewer, and Access~~ Easement.

1.3 “Pump Station” ~~Water/Sewer Facilities~~, “Utilities Facilities”, or “Water, Sewer” shall mean and refer to collectively, the pump station with related ~~water, sewer, reuse water and wastewater infrastructure and equipment, meter, manholes, sampling stations, fire hydrants, utility piping and equipment useful for such purposes and other water and sewer infrastructure~~, to be constructed within the Easement Area and operated and maintained by the Grantee, all as more fully shown on the Force Main Plan and Profile, Sheet C1.24, dated January 18, 2022 prepared by Thomas & Hutton, attached hereto as Exhibit “C” and incorporated and made a part hereof by such reference.

1.4 “Easement Plat” shall mean and refer to that plat entitled “Easement Plat”, attached hereto as Exhibit “~~B~~A” and incorporated and made a part hereof by such reference.

Article 2 Grant of Easements

2.1 Grantor hereby grants and conveys unto the County, its agents, employees and contractors (collectively, the “Grantee Agents”), a temporary non-exclusive ~~access and~~ construction easement (the “Temporary Construction ~~and Access~~-Easement”) for the purpose of installing and constructing the Pump Station ~~Water/Sewer Facilities~~, and access thereto, in, on, over, under, upon, across, and through the Easement Area, together with the right of ingress and egress over adjacent lands owned by the Grantor using the shortest route to/from the existing I-16 right of way adjacent to the Property as may be reasonably necessary to accomplish the aforesaid purposes while preserving the existing wetlands located in the Easement Area. The right of access does not include any areas of the Property outside the Easement Area. All work conducted under the Temporary

Construction Easement shall be subject to and in compliance with applicable federal, state and local requirements for preservation of wetlands. Upon the earlier of (a) two (2) years from the date of this Agreement or (b) completion and final acceptance of the ~~initial Pump Station Water/Sewer Facilities~~ by the Grantee, the Temporary Construction ~~and Access~~ Easement shall automatically terminate. Grantee will provide written notice to Grantor upon completion and final acceptance as set forth in subsection (b) above. If Grantee needs additional time beyond two (2) years from the date of this Agreement, Grantee shall request such additional time in writing from Grantor, and Grantor will promptly provide such additional time, at no additional cost to Grantee, so long as the request is reasonably necessary to complete the installation and construction of the ~~Water/Sewer Facilities~~ Pump Station as described herein. ~~Any access over lands of Grantor outside the Easement Area shall be coordinated in advance and in writing by Grantee with Grantor.~~

2.2 Grantor hereby grants and conveys unto the Grantee, the Grantee Agents and the Grantee's successors and assigns, a perpetual ~~exclusive access and sewer~~ utility easement (the "Required Permanent ~~Water, Sewer, and Access~~ Easement") for the purpose of utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving the ~~Water/Sewer Facilities~~ Pump Station, and for access thereto, in, on, over, under, upon, across, and through the Easement Area, using the shortest route to/from the existing I-16 right of way adjacent to the Property together with the right of ingress and egress over other adjacent land of Grantor as may be reasonably necessary to accomplish the aforesaid purposes while preserving the existing wetlands located in the Easement Area. The right of access does not include any areas of the Property outside the Easement Area. All work conducted pursuant to the Sewer Easement shall be subject to and in compliance with applicable federal, state and local requirements for preservation of wetlands.

2.3 The grant of the rights herein includes ~~(and Grantor hereby acknowledges and consents to the Grantee's grant of)~~ the right at all times deemed necessary by Grantee for the Grantee Agents to exercise the rights herein granted to the Grantee, including, without limitation, to access said Easement Area, ~~together with the Grantor Property and other adjacent land of Grantor,~~ as necessary to obtain access to maintain and operate the Pump Station Water/Sewer Facilities, and for the purpose of exercising the rights herein granted and for no other uses or purposes; provided, however, that Grantor reserves the right to use the Easement Area ~~in common with Grantee,~~ and may cross and recross said Easement Area with persons, equipment, vehicles, fences, landscaping and similar uses, provided that such reservation of rights do not unreasonably interfere with Grantee's rights hereunder. Grantor further shall have the right at any time to access the Easement Area for fire protection and emergency medical services and other rights and obligations enumerated in the IGA. The failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time-to-time to exercise any or all of the same. Any waiver shall be in writing and signed by the party granting such waiver.

2.4 ~~Grantor warrants that n~~No building, vertical improvement, shed, mobile home, swimming pool, berm or other such permanent structures shall be erected or constructed within the Easement Area, without Grantee's express written consent (which shall not unreasonably withheld, conditioned or delayed). Grantor shall have the right to furthermore warrants that no install and maintain fencing, crops, trees, ~~large~~ shrubs, or any other vegetation and landscaping features shall be erected or planted within the Easement Area so long as such installation and maintenance does not in such manner as materially and adversely interferes with Grantee's exercise of its rights pursuant to the Sewer Easement granted herein, including, without limitation, access to and/or use or enjoyment of the Easement Area. No other utilities shall be permitted within the Easement Area without prior written consent and encroachment approval issued by Grantee and by Grantor. In no case shall utilities encroachments ~~approved by Grantee~~ be installed within five feet of the ~~Pump Station Water/Sewer Facilities~~. No fill material or paving shall be placed within the Easement Area unless approved in writing by the Grantee (which approval shall not be unreasonably withheld, conditioned or delayed). ~~Any of the foregoing items placed upon or planted within the Easement Area in contradiction or violation of this Section 2.4 shall be promptly removed at the Grantor's expense.~~

2.5 Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Easement Area that directly interfere with the

~~maintenance and operation of the Pump Station by any person, which removal is~~ necessary for the Grantee's use of the Easement Area; provided, however, that the Grantee shall minimize any such clearing and removal of existing trees and natural areas and wetlands located in the Easement Area; and further shall restore all the surface-disturbed areas and all wetlands existing in the Easement Area-permitted landscaping, paving and other permitted improvements to the same condition, cut and contour as existed immediately before such disturbance in compliance with federal, state and local requirements for preservation of wetlands of the surface area; and, further provided that, if the affected area within the Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor's grant of rights herein.

2.6 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Easement Area, but merely grants the rights, privileges and ~~E~~easement rights herein above set out. No rights granted in this Sewer Easement or in the Easement Area can be assigned to any party without the express consent of Grantor. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

~~2.7 — Encumbrances. Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances affecting title to the Easement Area and that Grantor shall at its cost and expense obtain any subordinations, releases or quit claims to the Grantee required by the Grantor or the Grantee in order to grant, accept or exercise the rights, privileges and Easements herein above set out. Grantor warrants that it is legally qualified and entitled to grant the Easements herein granted with respect to the land described herein.~~

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this instrument, under seal, after being duly authorized to do so, and delivers the same to Grantee.

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTOR:

EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTEE:

BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

|

Exhibit "A"

~~(Plat)~~

~~The said Exhibit "A" being incorporated in this easement for all purposes.~~

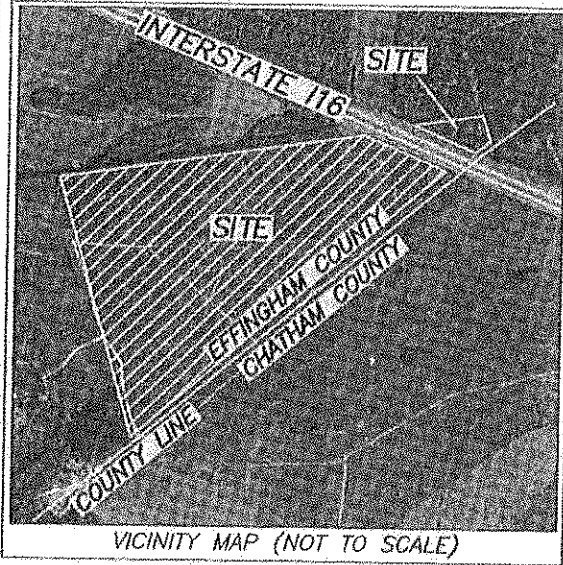
Exhibit "B"

Exhibit "C"

9132045680
PARTICIPANT ID
BK:29 PG:614-614
P2023000111

FILED IN OFFICE
CLERK OF COURT
06/06/2023 03:59 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Jason E. Bragg
RESERVED FOR CLERK OF COURT



PORTFRESH DEVELOPMENT, LLC.
DEED BK. 2496, PG. 178
PLAT BK. D 165, PG. A
TAX PARCEL: 03310021

TRACT 3
2.821 ACRES
PHILLIP G. MORGAN, JR. ETAL
TAX PARCEL: 03560001

S 89°04'49" E
2763.90'

TRACT 1
120.213 ACRES

TRACT 2
7.424 ACRES

0 600 1200 1800



GRAPHIC SCALE: 1" = 600'



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 81°31'39" E | 355.95' |
| L2 | N 80°24'00" E | 1724.18' |
| L3 | N 80°15'20" E | 940.43' |
| L4 | S 67°30'45" E | 309.99' |
| L5 | S 67°30'45" E | 619.63' |
| L6 | N 49°06'31" E | 4018.54' |
| L7 | N 17°36'15" W | 32.66' |
| L8 | N 17°36'15" W | 398.61' |
| L9 | N 17°52'40" W | 2181.30' |
| L10 | N 49°06'31" E | 3214.65' |
| L11 | N 03°31'20" E | 733.49' |
| L12 | N 49°06'31" E | 335.75' |
| L13 | N 67°35'23" W | 361.48' |
| L14 | N 67°24'46" W | 244.90' |
| L15 | N 80°08'26" E | 643.59' |
| L16 | S 14°17'45" E | 235.17' |
| L17 | S 49°06'31" W | 174.43' |

BHB HOLDINGS LIMITED PARTNERSHIP
DEED BK. 2824, PG. 621
PLAT BK. 28, PG. 624
TAX PARCEL: 03320004

JERRY K. PRIVETTE
PLAT BK. 423, PG. 187
PLAT BK. A, PG. 363B
TAX PARCEL: 03320005

SURVEYOR'S CERTIFICATE

As required by subsection (d) of O.C.G.A. SECTION 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

[Signature]
LAND SURVEYOR

SAMUEL EDWARD & G. PHILL MORGAN
TAX PARCEL: 11044 01004

SAMUEL EDWARD & G. PHILL MORGAN
TAX PARCEL: 11044 01004

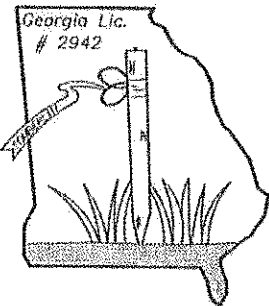
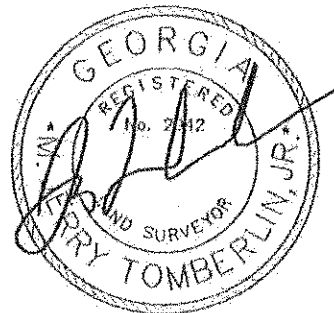
APPROVED FOR RECORDING
BY EFFINGHAM COUNTY
ZONING ADMINISTRATOR
Cherice Fernald 6/6/23
ZONING ADMINISTRATOR DATE

SURVEY FOR:

EFFINGHAM COUNTY
130.458 ACRES

| | | | | | |
|--------------------------|-----------------|-------------------|------------------|----------------------|--------------|
| SURVEY DATE: 6/6/2023 | LAND LOT N/A | LAND DIST: N/A | G.M.D. 1559TH | COUNTY: EFFINGHAM | CITY: N/A |
|--------------------------|-----------------|-------------------|------------------|----------------------|--------------|

STATE OF GEORGIA
SURVEY BY:
M. JERRY TOMBERLIN, JR.
Georgia Registered
Surveyor #2942
2689 GOLDEN ISLES WEST
BAXLEY GEORGIA 31513
PH.(912)-367-6805 FAX (912)-367-0399
jtomberlin@bellsouth.net



EQUIPMENT USED: HIPER V DTM 322
FIELD WORK BY: M.C.
ERROR OF CLOSURE: RADIAL
ADJUSTMENT: COMPASS
PLAT BY: T.B.
FIELD BOOK: MCO1-23
JOB REF. JT23195

- IRON PIN SET 1/2" REBAR
- IRON PIN FOUND 1/2" REBAR
- CONC. MARKER SET
- CONC. MARKER FOUND
- ▽ NO CORNER SET/FOUND

SURVEYOR'S NOTES:

- Any certification expressed or implied herein applies only to the individual(s), association(s), agency(s), and/or corporation(s) explicitly listed.
- M. Jerry Tomberlin, Jr. and the Land Surveyor whose seal is affixed hereto do not guarantee that all easements which may affect this property are shown.
- A survey does not guarantee title. Names shown are as listed in Tax Assessor's records or as requested by client.
- This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.
- This survey has been performed without the benefit of a complete title examination. Lines shown are as pointed out by client or as found in deed records.
- Unless stated otherwise, no attempt to locate F.E.M.A. Zones or Wetland areas has been requested.

THIS SPACE RESERVED FOR THE CLERK OF SUPERIOR COURT

LEGEND
● IRON PIPE (SET)
--- SUBJECT PROPERTY LINE
--- ADJOINING PROPERTY LINE
--- RIGHT OF WAY LINE



N/F IHB HOLDINGS LIMITED PARTNERSHIP PIN: 0331 0022

EXISTING GEORGIA POWER COMPANY EASEMENT 100'

INTERSTATE 16 300' PUBLIC RIGHT-OF-WAY

N/F IHB HOLDINGS LIMITED PARTNERSHIP PIN: 0331 0022

EXCLUSIVE PERMANENT WATER, SEWER AND ACCESS EASEMENT 216,726 S.F. 5.021 AC.

P.O.C. N: 770,20.652 E: 904,216.873

P.O.B. N: 770,010.716 E: 904,089.972

N/F IHB HOLDINGS LIMITED PARTNERSHIP PIN: UNKNOWN AT THIS TIME

N/F SAMUEL EDWARD MORGAN & G PHILLIP MORGAN PIN: 21045 01001

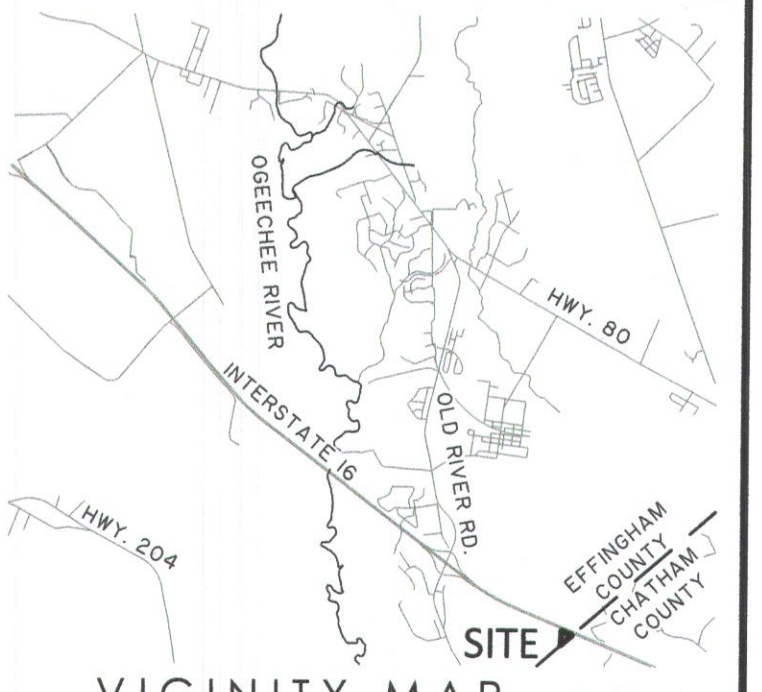
LINE TABLE with columns: LINE, BEARING, LENGTH. Lists lines L1 through L21 with their respective bearings and lengths.

NOTES

- 1. FIELD EQUIPMENT USED FOR THIS SURVEY: GEOMAX ZOOM90 R2 & GEOMAX ZENITH35 PRO
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 72,102 FEET...

REFERENCES:

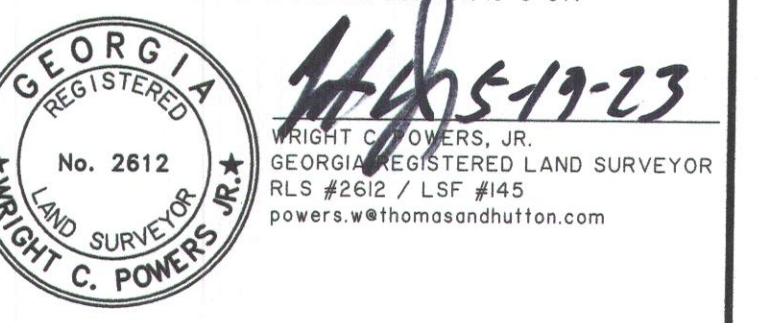
- 1. GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY OF PROPOSED MACON-SAVANNAH INTERSTATE ROAD, BULLOCK-BRYAN-EFFINGHAM-CHATHAM COUNTIES, LIMITED ACCESS PROJECT, FEDERAL AID PROJECT, I-16-16) 155 R/W, PLANS COMPLETED DECEMBER 20, 1962...



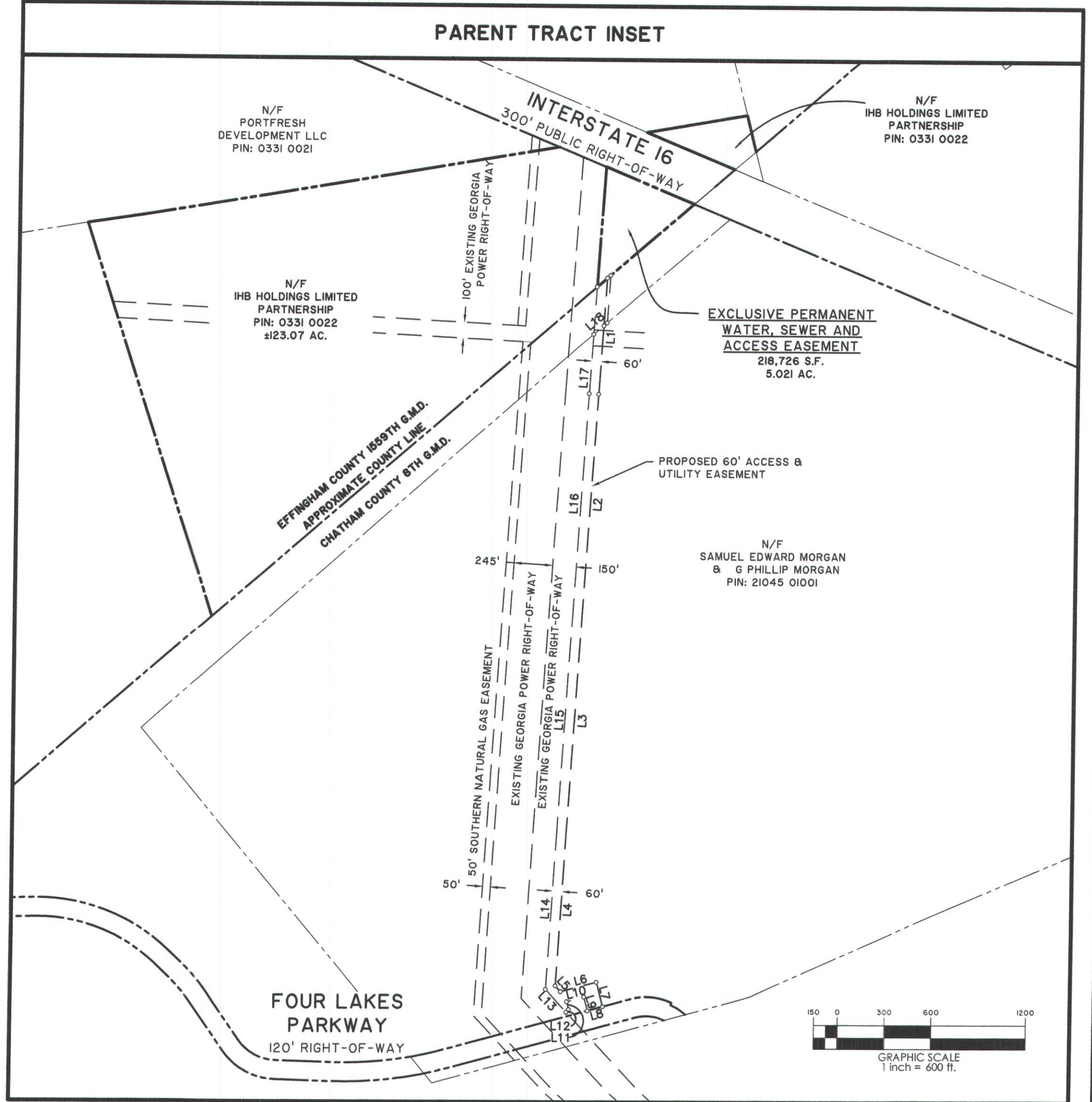
THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING...

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING...

SURVEYOR'S CERTIFICATION
THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING...



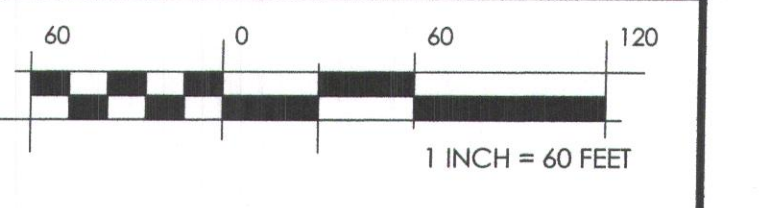
PARENT TRACT INSET



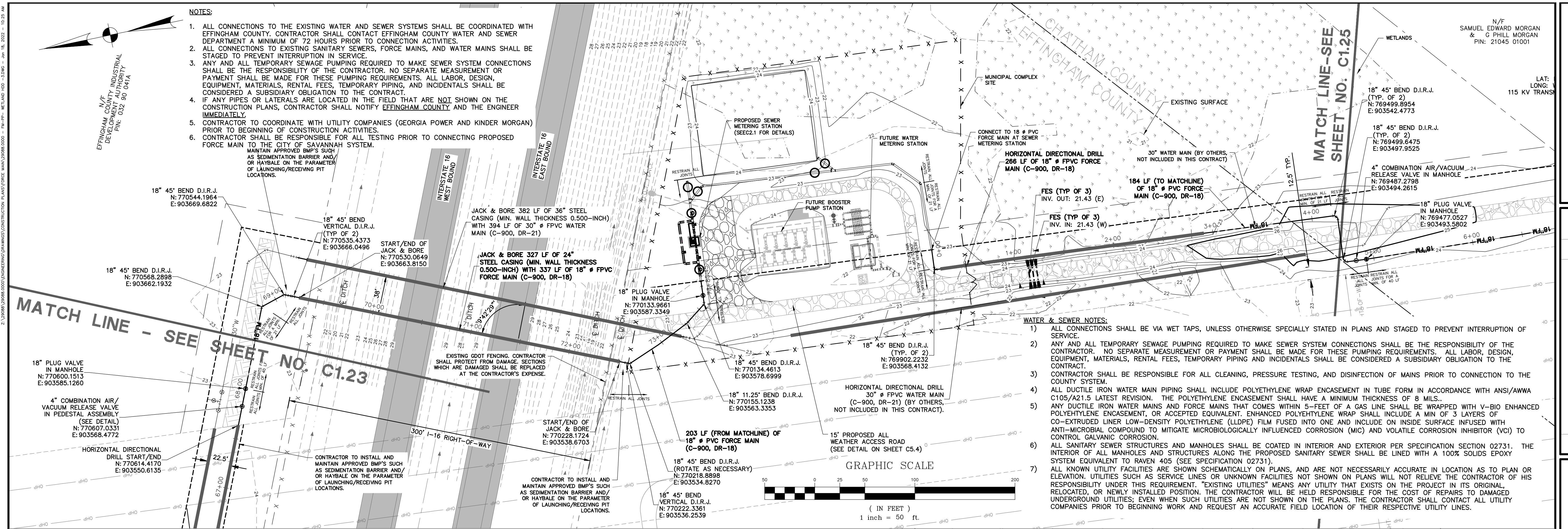
EASEMENT PLAT
BEING A PORTION OF THE LANDS OF IHB HOLDINGS LIMITED PARTNERSHIP PIN: 0331 0022
1559TH G.M. DISTRICT EFFINGHAM COUNTY, GEORGIA
prepared for BRYAN COUNTY BOARD OF COMMISSIONERS

Revision table with columns: No, Revision, By, Date.

THOMAS & HUTTON logo and contact information: 50 Park of Commerce Way, Savannah, GA 31405 • 912.234.5300



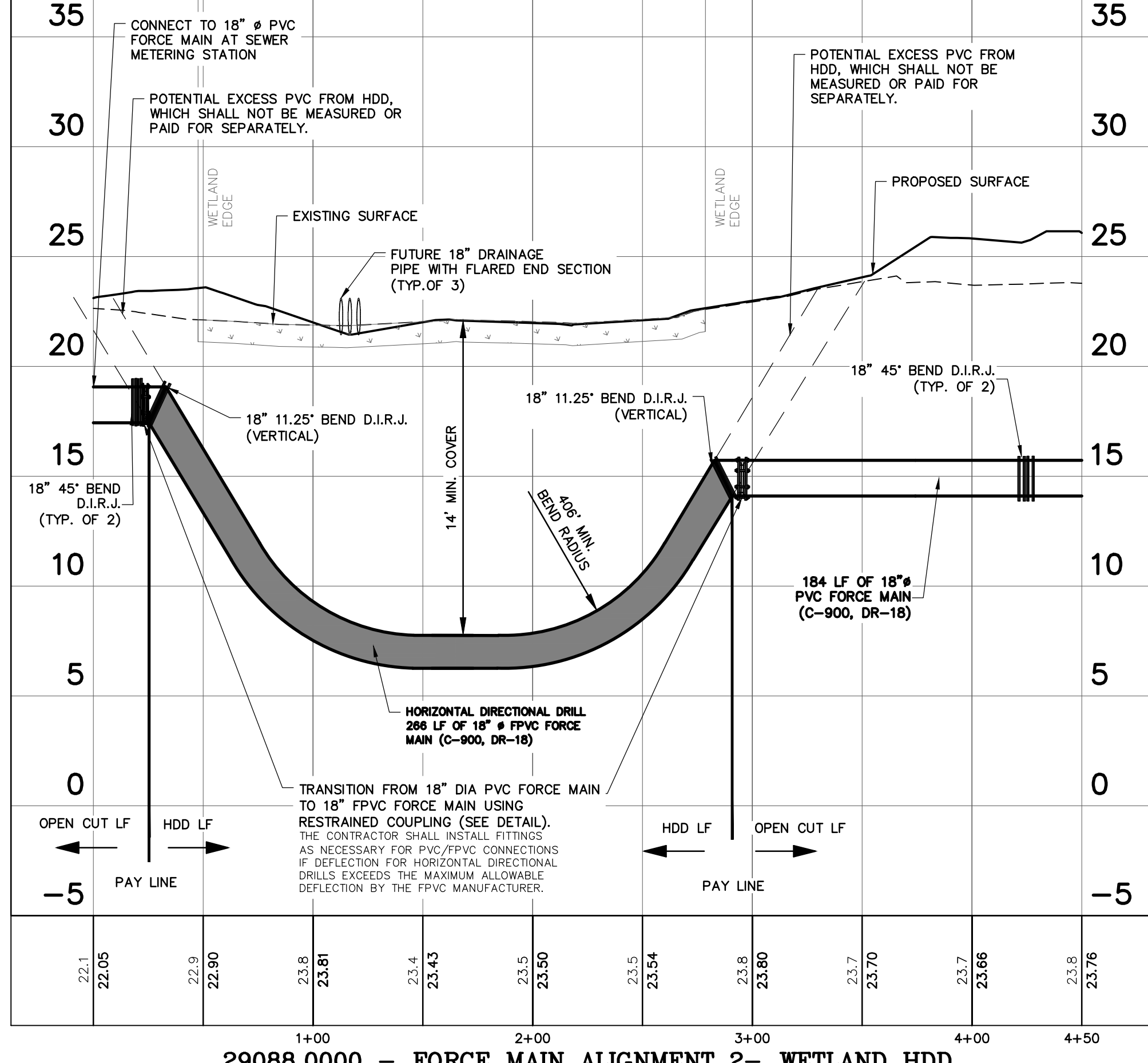
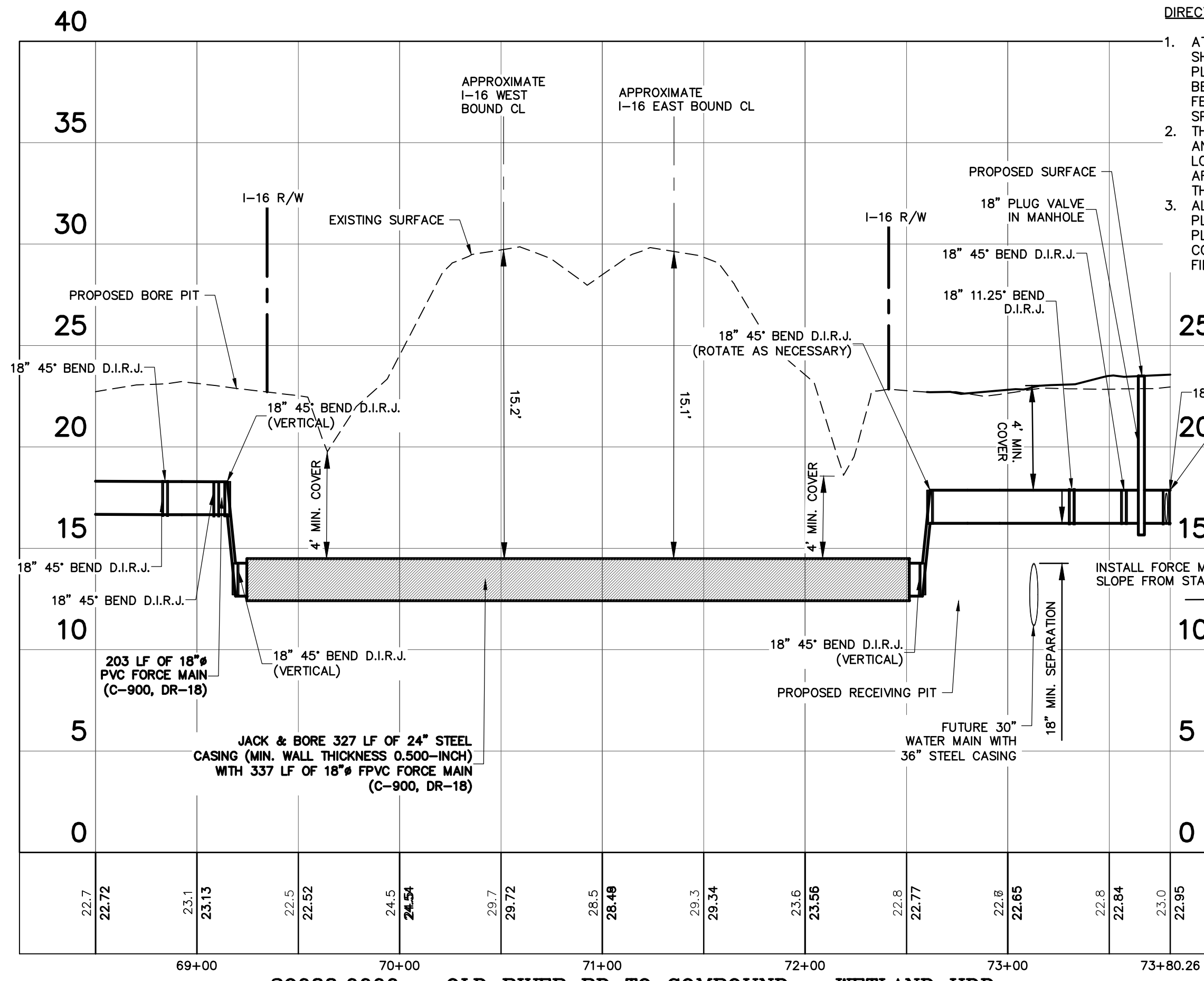
plot 05/18/2023 drawn BRW reviewed WCP field 03/31/2021 crew MB



THOMAS & HUTTON
 PROFESSIONAL ENGINEER
 No. 03307
 STATE OF GEORGIA
 TRENT V. Y.

SAH 11/13/2022
 BY DATE
 REVISIONS
 COUNTY COMMENTS
 NO.

SAH 11/13/2022
 BY DATE
 REVISIONS
 COUNTY COMMENTS
 NO.



29088.0000 - OLD RIVER RD TO COMPOUND - WETLAND HDD
 STATIONS: 68+50 - 73+80
 SCALE: HORZ.: 1" = 50'
 VERT.: 1" = 5'

29088.0000 - FORCE MAIN ALIGNMENT 2- WETLAND HDD
 STATIONS: 0+00 - 4+50
 SCALE: HORZ.: 1" = 50'
 VERT.: 1" = 5'

THOMAS & HUTTON
 50 Park of Commerce Way
 Savannah, GA 31405 • 912.234.5300
 www.thomasandhutton.com

BRYAN COUNTY BOARD OF COMMISSIONERS
 BRYAN COUNTY, GEORGIA
 BRYAN COUNTY I-16 REGIONAL WATER & SEWER IMPROVEMENTS
FORCE MAIN PLAN AND PROFILE

BRYAN COUNTY GEORGIA

JOB NO: J-29088.0000
 DATE: 1/18/2022
 DRAWN: SAH
 DESIGNED: SAH
 REVIEWED: AJB
 APPROVED: TVT
 SCALE: AS NOTED

C1.24

BID SET - NOT FOR CONSTRUCTION

Space Above This Line for Recorder’s Use

After recording return to:

Aaron M. Kappler
Thompson, O’Brien, Kappler & Nasuti, P.C.
100 Timber Trail
Suite 201
Richmond Hill, Georgia 31324

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

EXCLUSIVE PERMANENT SEWER EASEMENT FOR WATER, SEWER, AND ACCESS

THIS ~~EXCLUSIVE~~ PERMANENT SEWER EASEMENT ~~FOR WATER, SEWER, AND ACCESS~~ (“Easement”) is made as of the ____ day of June, 2023 by and between **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Grantor”) and **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (together with its successors and assigns, “Grantee”).

WITNESSETH:

WHEREAS, Effingham County Board of Commissioners (“BOC”) owns certain real property by Warranty Deed dated October 21, 2016, and recorded in Deed Book 2374, Pages 882-883, in the records of the Clerk of Effingham County, and comprised of approximately 1 acres +/-, being described by legal metes and bounds and being more fully shown on the Minor Subdivision Well Plat, dated May 3, 2016 and prepared by Hussey Gay Bell, recorded at Plat Cabinet 0184, Page C1-D1 in the records of the Clerk of Effingham County (the “Property”), and attached hereto as Exhibit “A” and incorporated herein by such reference; and

WHEREAS, Grantee requires certain temporary and permanent easement rights for the construction and maintenance of the project identified as the I-16 Regional Sewer Improvements Project/I-16 Force Main Improvements/PI Number 29088.0000 (the “Project”); and

WHEREAS, as set forth herein, Grantor ~~desires agrees~~ to grant and convey to Grantee ~~such exclusive~~ easement rights over a portion of ~~the Property real property owned by Grantor and identified as Parcel 10A for the Project, and~~ being described ~~by legal metes and bounds and being more fully shown and identified on the Easement Plat for Bryan County Board of Commissioners, dated _____ and prepared by Thomas & Hutton at Exhibit "A",~~ attached hereto ~~at Exhibit "B",~~ and incorporated herein by ~~such~~ reference;

WHEREAS, Grantor and Grantee have entered into that certain Intergovernmental Agreement Between Effingham County and Bryan County as of _____, 2023 ("IGA"), relating to the issuance of certain development and building permits, inspections, final plats and certificates of occupancy and collection of fees thereof for the Project and for the provision of emergency services on property located in the jurisdiction of Effingham County;

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants and conveys an easement as set forth herein:

Article 1 Definitions

1.1 ~~1.1~~ "Permanent Easement Area" shall mean and refer to that ~~the area comprised of 0.003 acres +/- (135 square feet) and as more fully described by metes and bounds description and as shown and labeled as "Exclusive Permanent Water, Sewer, and Access Easement Area" on the Easement Plat attached hereto as on Exhibit "B", and incorporated herein by such reference.~~

1.2 ~~1.2~~ "Temporary Easement Area" shall mean and refer to that ~~the area comprised of 0.199 acres +/- (866 square feet) and as more fully described by metes and bounds description and as shown and labeled as "Temporary Sewer Easement Area" on the Easement Plat attached hereto as on Exhibit "B", and incorporated herein by such reference.~~

1.3 ~~1.3~~ "Easements" shall mean and refer to collectively, (i) the Temporary Construction ~~and Access~~ Easement, and (ii) the Required- Permanent ~~Water, Sewer, and Access~~ Easement.

1.4 ~~1.4~~ "Water/Sewer Facilities Line", "Utilities Facilities" or "Water, Sewer" shall mean and refer to collectively, the ~~water, 18 inch force main sewer line, and any related~~ reuse water and wastewater infrastructure and equipment, manholes, ~~sampling stations, fire hydrants,~~ utility piping and equipment useful for such purposes ~~and other water and sewer infrastructure~~, to be constructed within the Permanent Easement Area and operated and maintained by the Grantee, ~~all as more fully shown on the Force Main Plan and Profile, Sheet _____, attached hereto as Exhibit "C" and incorporated and made a part hereof by such reference.~~

1.4 ~~1.4~~ "Easement Plat" shall mean and refer to that plat entitled "Easement Plat", attached hereto as Exhibit "B" and incorporated and made a part hereof by such reference.

Article 2 Grant of Easements

2.1 Grantor hereby grants and conveys unto the County, its agents, employees and contractors (collectively, the "Grantee Agents"), a temporary non-exclusive ~~access and~~ construction easement (the "Temporary Construction ~~and Access~~ Easement") for the purpose of installing and constructing the Water/Sewer Line, and access thereto, in, on, over, under, upon, across, and through the Temporary Easement Area, ~~together~~

~~with the right of ingress and egress over adjacent lands owned by the Grantor using the shortest route to/from the existing I-16 right of way adjacent to the Property as may be reasonably necessary to accomplish the aforesaid purposes. The right of access does not include any areas of the Property outside the Temporary Easement Area. All work conducted under the Temporary Construction Easement shall be subject to and in compliance with applicable federal, state and local requirements.~~ Upon the earlier of (a) two (2) years from the date of this Agreement or (b) completion and final acceptance of the Sewer Line ~~Water/Sewer Facilities~~ by the Grantee, the Temporary Construction ~~and Access~~ Easement shall automatically terminate. Grantee will provide written notice to Grantor upon completion and final acceptance as set forth in subsection (b) above. If Grantee needs additional time beyond two (2) years from the date of this Agreement, Grantee shall request such additional time in writing from Grantor, and Grantor will promptly provide such additional time, at no additional cost to Grantee, so long as the request is reasonably necessary to complete the installation and construction of the ~~Water/Sewer Facilities~~ Sewer Line as described herein. ~~Any access over lands of Grantor outside the Easement Area shall be coordinated in advance and in writing by Grantee with Grantor.~~

2.2 Grantor hereby grants and conveys unto the Grantee, the Grantee Agents and the Grantee's successors and assigns, a perpetual ~~exclusive access and sewer~~ utility easement (the "Required Permanent ~~Water, Sewer, and Access~~ Easement") for the purpose of utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving the ~~Water/Sewer Facilities~~ Sewer Line, and for access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area, ~~using the shortest route to/from the existing I-16 right of way adjacent to the Property together with the right of ingress and egress over other adjacent land of Grantor~~ as may be reasonably necessary to accomplish the aforesaid purposes. ~~The right of access does not include any areas of the Property outside the~~ Permanent Easement Area. ~~All work conducted pursuant to the Sewer Easement shall be subject to and in compliance with applicable federal, state and local requirements.~~

2.3 The grant of the rights herein includes ~~(and Grantor hereby acknowledges and consents to the Grantee's grant of)~~ the right at all times deemed necessary by Grantee for the Grantee Agents to exercise the rights herein granted to the Grantee, including, without limitation, to access said Permanent Easement Area, ~~together with the Grantor Property and other adjacent land of Grantor,~~ as necessary to ~~obtain access to maintain and operate~~ the Sewer Line ~~Water/Sewer Facilities,~~ ~~and for the purpose of exercising the rights herein granted~~ and for no other uses or purposes; provided, however, that Grantor reserves the right to use the Permanent Easement Area ~~in common with Grantee,~~ and may cross and recross said Permanent Easement Area with persons, equipment, vehicles, fences, landscaping and similar uses, provided that such reservation of rights do not ~~unreasonably~~ interfere with Grantee's rights hereunder. ~~Grantor further shall have the right at any time to access the~~ Permanent Easement Area for purposes of accessing and maintaining the existing water tower on the Property, and for purposes ~~fire protection and emergency medical services and other rights and obligations enumerated in the IGA.~~ The failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time-to-time to exercise any or all of the same. Any waiver shall be in writing and signed by the party granting such waiver.

2.4 ~~Grantor warrants that n~~No building, ~~vertical improvement,~~ ~~shed, mobile home, swimming pool, berms~~ or other such permanent structures shall be erected or constructed within the Permanent Easement Area, without Grantee's express written consent ~~(which shall not unreasonably withheld, conditioned or delayed).~~ Grantor ~~shall have the right to furthermore warrants that no~~install and maintain fencing, crops, trees, ~~large shrubs,~~ or any other vegetation ~~and landscaping features shall be erected or planted~~ within the Permanent Easement Area ~~so long as such installation and maintenance does not in such manner as materially and adversely interferes~~ with Grantee's exercise of its rights ~~pursuant to the Sewer Easement granted herein, including, without limitation, access to and/or use or enjoyment of the Easement Area.~~ No other utilities shall be permitted within the Permanent Easement Area without prior written ~~consent and~~ encroachment approval issued by Grantee ~~and by Grantor.~~ In no case shall utilities encroachments ~~approved by Grantee~~ be installed within five feet of the Sewer Line ~~Water/Sewer~~. No fill material or paving shall be placed within the Permanent Easement Area unless approved in writing by the Grantee (which approval shall not be unreasonably withheld, conditioned or delayed).

2.5 Grantee shall not disturb the existing water tower on the Property or any existing utility connections to the water tower on the Property. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Permanent Easement Area ~~that directly interfere with the maintenance and operation of the Sewer Line by any person, which removal is~~ necessary for the Grantee's use of the Permanent Easement Area; provided, however, that the Grantee shall ~~minimize any such clearing and removal of existing trees and natural areas located in the Permanent Easement Area; and further shall restore all the surface-disturbed areas existing in the Permanent Easement Area permitted landscaping, paving and other permitted improvements~~ to the same condition, ~~cut and contour~~ as existed ~~immediately~~ before such disturbance ~~in compliance with federal, state and local requirements of the surface area; and, further provided that, if the affected area within the Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances.~~ Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Permanent Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor's grant of rights herein.

2.6 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Permanent Easement Area, but merely grants the rights, privileges and easement rights herein above set out. ~~No rights granted in this Sewer Easement or in the Permanent Easement Area can be assigned to any party without the express consent of Grantor. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.~~

~~2.7 Encumbrances. Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances affecting title to the Easement Area and that Grantor shall at its cost and expense obtain any subordinations, releases or quit claims to the Grantee required by the Grantor or the Grantee in order to grant, accept or exercise the rights, privileges and Easements herein above set out. Grantor warrants that it is legally qualified and entitled to grant the Easements herein granted with respect to the land described herein.~~

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this instrument, under seal, after being duly authorized to do so, and delivers the same to Grantee.

Signed, sealed and delivered in the presence of:

Witness
Print Name: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTOR:

EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTEE:

BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

|

Exhibit "A"

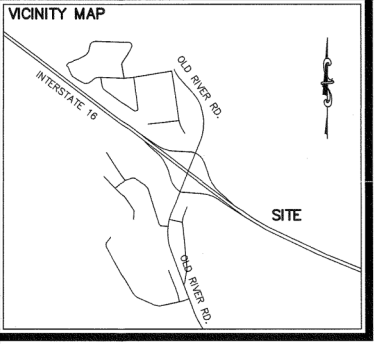
~~(Plat)~~

~~The said Exhibit "A" being incorporated in this easement for all purposes.~~

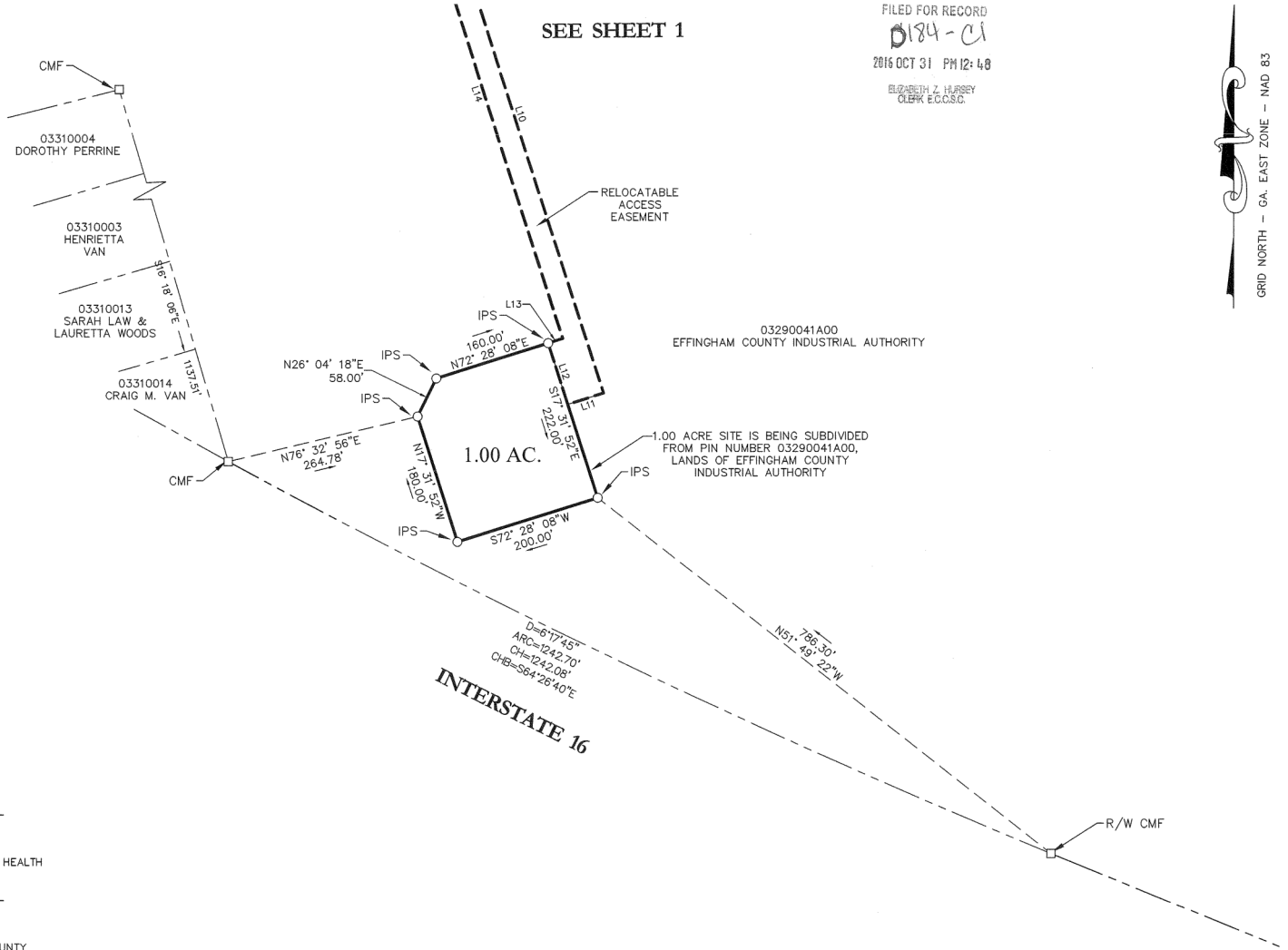
Exhibit "B"

Exhibit "C"

J:\Dsurveys\EFFINGHAM\Logisticcenter\wellsite_plat\Plat.dwg



- REFERENCES:
1. PLAT CABINET C97 PAGE A1
- NOTES:
1. FEMA FLOOD MAPS SHOULD BE CHECKED PRIOR TO ANY CONSTRUCTION.
2. OWNER: EFFINGHAM COUNTY DEVELOPMENT AUTHORITY
3. PARENT PIN: 03290041A00
4. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, SUB-SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT DISCLOSED, OR NOT DISCOVERED BY THE TITLE EXAMINATION.
5. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL ISSUES.
6. THE COORDINATES AND BEARING, AS SHOWN HEREON, ARE IN ACCORDANCE WITH THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE NAD'83.
7. IMPROVEMENTS EXIST BUT ARE NOT SHOWN.



APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.
R.C. BOOD 07/29/2016
ZONING ADMINISTRATOR DATE

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION.
Thomas J. ... 7-29-16
DIRECTOR DATE

I THE UNDERSIGNED AS REPRESENTATIVE OF EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, AGREE TO THE RECORDING OF THIS PLAT.
John Henry 8/2/16
JOHN HENRY, ECIDA CEO DATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT AND ACCURATE SURVEY AS REQUIRED BY THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

MINOR SUBDIVISION
WELL SITE PLAT
BEING A 1.00 ACRE PORTION OF LANDS OF EFFINGHAM COUNTY DEVELOPMENT AUTHORITY, EIGHTH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA
FOR: EFFINGHAM COUNTY DEVELOPMENT AUTHORITY

| |
|---------------------------|
| FIELD DATE: APR. 29, 2016 |
| PLAT DATE: MAY 3, 2016 |
| REVISED: |
| JOB NO. |
| SCALE: 1"= 100' |

| |
|-------------------------------------|
| ERROR OF CLOSURE: FIELD - 1/45,789 |
| ERROR OF CLOSURE: PLAT - 1/INFINITY |
| ANGULAR ERROR: 1" PER POINT |
| NUMBER OF LOTS: N/A |
| AREA: 1.00 ACRE |
| EQUIPMENT USED: TOTAL STATION |
| 0 50 100 |

HUSSEY GAY BELL
Established 1958
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

HUSSEY, GAY, BELL & DEYOUNG, INC.
CERTIFICATE OF AUTHORIZATION: LSF 300
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



LEGEND

- CONC. MONUMENT FOUND
- GUY WIRE
- IRON PIPE FOUND
- IRON REBAR FOUND
- ⊕ UNDERGROUND UTILITY LINE MARKER
- ☆ LIGHT POLE
- ⚡ POWER POLE
- ⊕ SIGN
- ⊕ SANITARY MANHOLE
- ⊕ TELEPHONE BOX
- ⊕ WATER METER
- COMPUTED POINT (NO MONUMENT)

HATCH PATTERN LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL/EARTH DRIVE

LINE-TYPE LEGEND (UTILITIES)

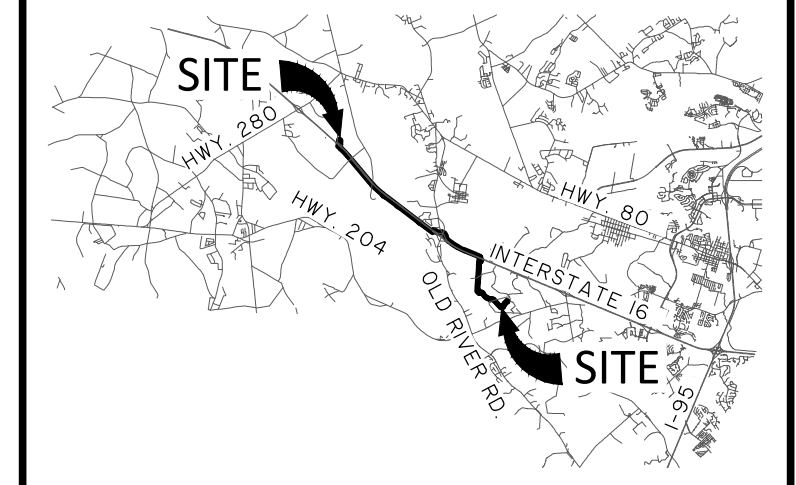
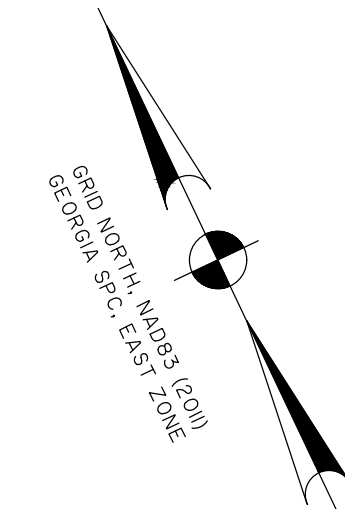
- UTL --- UTL --- UNDERGROUND TELEPHONE LINE
- GAS --- GAS --- UNDERGROUND NATURAL GAS LINE
- OHP --- OHP --- OVERHEAD POWER LINE
- UGP --- UGP --- UNDERGROUND POWER LINE
- FM --- FM --- SANITARY SEWER FORCE MAIN
- SS --- SS --- SANITARY SEWER LINE
- W --- W --- STORM DRAINAGE LINE
- W --- W --- WATER DISTRIBUTION LINE

LINE-TYPE LEGEND (BOUNDARIES)

- ADJOINER PROPERTY LINE

LINETYPE LEGEND (PLANIMETRICS)

- WOODS LINE
- RAIL ROAD TRACKS
- GUARD RAIL
- DITCH/CREEK CENTER-LINE
- WIRE FENCE



VICINITY MAP not to scale

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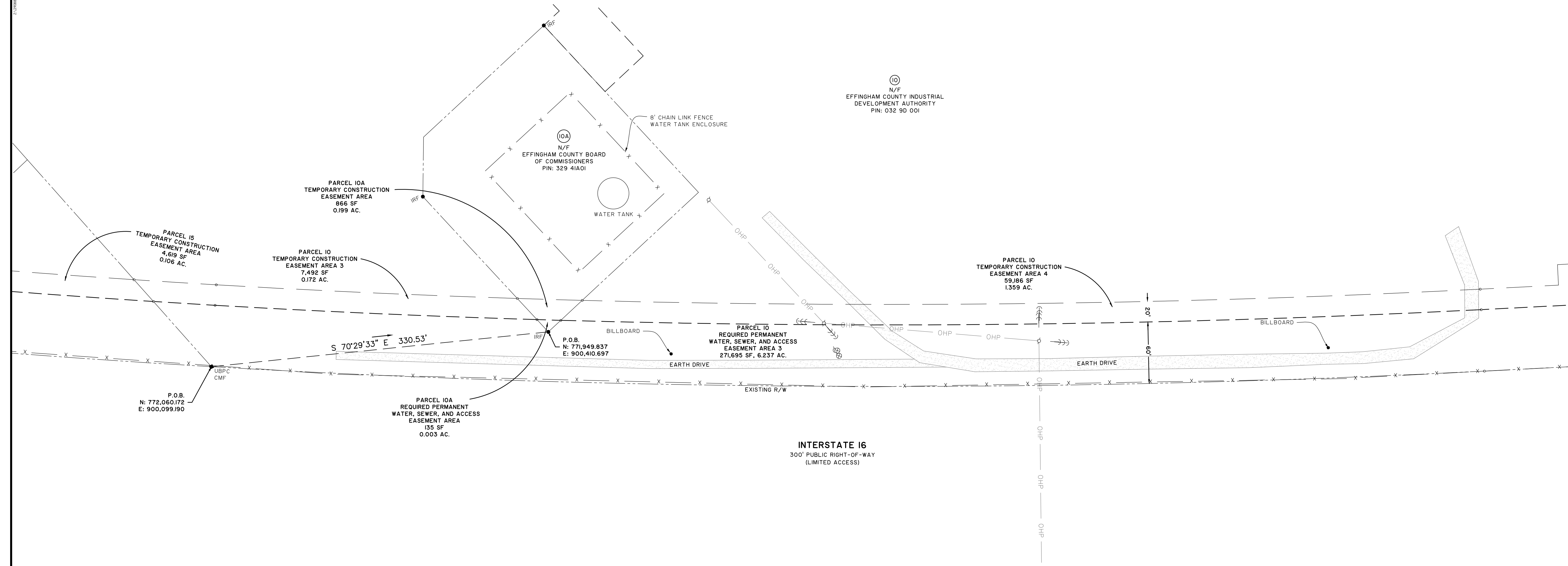


EXHIBIT A

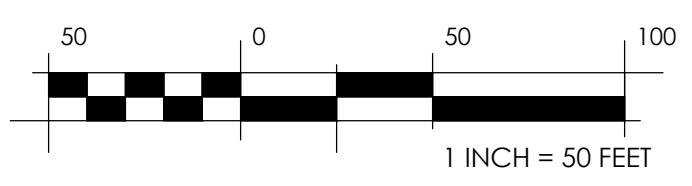
BRYAN COUNTY I-16 REGIONAL SEWER IMPROVEMENTS PROJECT

EFFINGHAM COUNTY, GEORGIA

prepared for
BRYAN COUNTY BOARD OF COMMISSIONERS



50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com



ACREAGE TABLE - REQUIRED PERMANENT WATER, SEWER, AND ACCESS EASEMENT

| OWNER | PARCEL # | SQUARE FOOTAGE | ACRES |
|---|-------------|----------------|-----------|
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #10 | 341,428 SF | 7.838 AC. |
| EFFINGHAM COUNTY BOARD OF COMMISSIONERS | PARCEL #10A | 135 SF | 0.003 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #11 | 40,562 SF | 0.931 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #12 | 22,837 SF | 0.524 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #13 | 21,432 SF | 0.492 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #14 | 20,284 SF | 0.465 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #15 | 18,471 SF | 0.424 AC. |

ACREAGE TABLE - TEMPORARY CONSTRUCTION EASEMENT

| OWNER | PARCEL # | SQUARE FOOTAGE | ACRES |
|---|-------------|----------------|-----------|
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #10 | 100,934 SF | 2.317 AC. |
| EFFINGHAM COUNTY BOARD OF COMMISSIONERS | PARCEL #10A | 866 SF | 0.199 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #11 | 12,395 SF | 0.285 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #12 | 7,679 SF | 0.176 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #13 | 7,164 SF | 0.164 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #14 | 6,755 SF | 0.155 AC. |
| EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY | PARCEL #15 | 4,619 SF | 0.106 AC. |

THIS SPACE RESERVED FOR THE CLERK OF SUPERIOR COURT

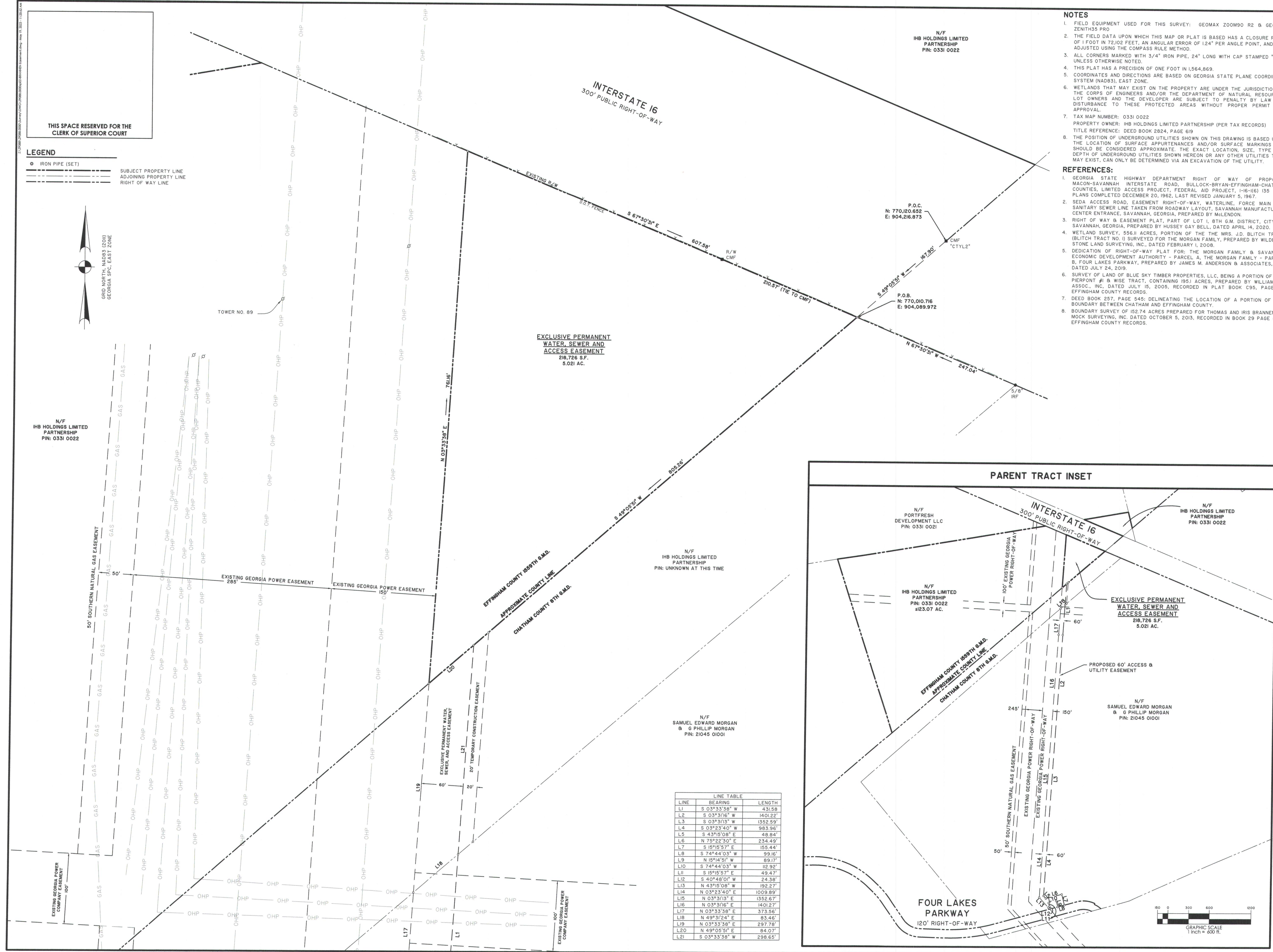
LEGEND

- IRON PIPE (SET)
- SUBJECT PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- RIGHT OF WAY LINE



N/F
IHB HOLDINGS LIMITED
PARTNERSHIP
PIN: 0331 0022

EXISTING GEORGIA POWER
COMPANY EASEMENT
100'



**EXCLUSIVE PERMANENT
WATER, SEWER AND
ACCESS EASEMENT**
216,726 S.F.
5.021 AC.

N/F
IHB HOLDINGS LIMITED
PARTNERSHIP
PIN: UNKNOWN AT THIS TIME

N/F
SAMUEL EDWARD MORGAN
& G PHILLIP MORGAN
PIN: 21045 01001

N/F
IHB HOLDINGS LIMITED
PARTNERSHIP
PIN: 0331 0022

P.O.C.
N: 770,20.652
E: 904,216.873

P.O.B.
N: 770,010.716
E: 904,089.972

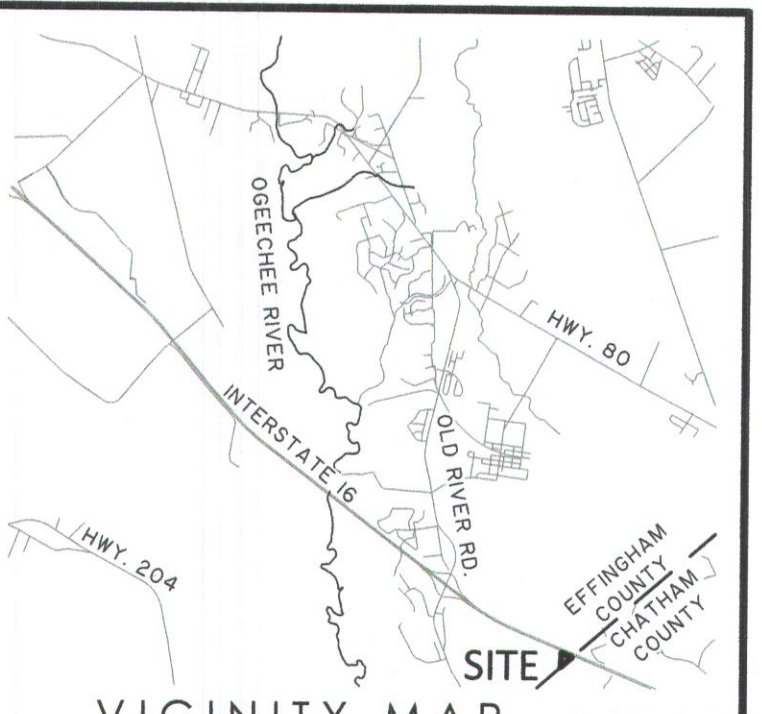
| LINE | BEARING | LENGTH |
|------|---------------|----------|
| L1 | S 03°33'38" W | 431.58' |
| L2 | S 03°31'16" W | 1401.22' |
| L3 | S 03°31'13" W | 1352.59' |
| L4 | S 03°23'40" W | 983.96' |
| L5 | S 43°15'08" E | 48.84' |
| L6 | N 76°22'30" E | 234.49' |
| L7 | S 15°15'57" E | 155.44' |
| L8 | S 74°44'03" W | 99.16' |
| L9 | N 15°14'51" W | 89.17' |
| L10 | S 74°44'03" W | 112.92' |
| L11 | S 15°15'57" E | 49.47' |
| L12 | S 40°48'01" W | 24.38' |
| L13 | N 43°15'08" W | 192.27' |
| L14 | N 03°23'40" E | 1009.89' |
| L15 | N 03°31'13" E | 1352.67' |
| L16 | N 03°31'16" E | 1401.27' |
| L17 | N 03°33'38" E | 373.56' |
| L18 | N 49°31'24" E | 83.46' |
| L19 | N 03°33'38" E | 297.78' |
| L20 | N 49°05'51" E | 84.07' |
| L21 | S 03°33'38" W | 298.65' |

NOTES

- FIELD EQUIPMENT USED FOR THIS SURVEY: GEOMAX ZOOM90 R2 & GEOMAX ZENITH35 PRO
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 72,102 FEET, AN ANGULAR ERROR OF 1.24" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
- ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
- THIS PLAT HAS A PRECISION OF ONE FOOT IN 1,564,869.
- COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
- WETLANDS THAT MAY EXIST ON THE PROPERTY ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
- TAX MAP NUMBER: 0331 0022
PROPERTY OWNER: IHB HOLDINGS LIMITED PARTNERSHIP (PER TAX RECORDS)
TITLE REFERENCE: DEED BOOK 2824, PAGE 619
- THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE. THE EXACT LOCATION, SIZE, TYPE AND DEPTH OF UNDERGROUND UTILITIES SHOWN HEREON OR ANY OTHER UTILITIES THAT MAY EXIST, CAN ONLY BE DETERMINED VIA AN EXCAVATION OF THE UTILITY.

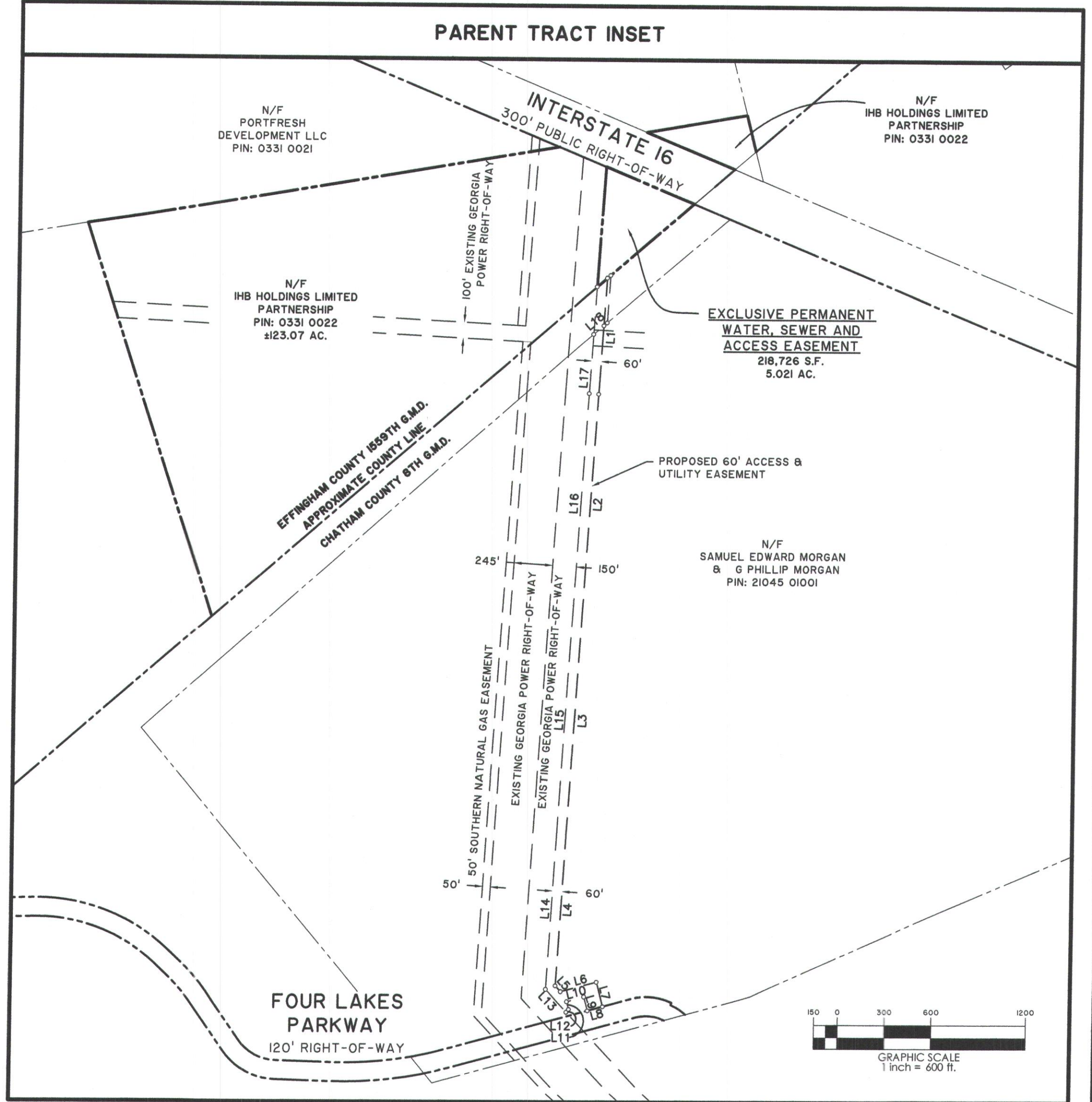
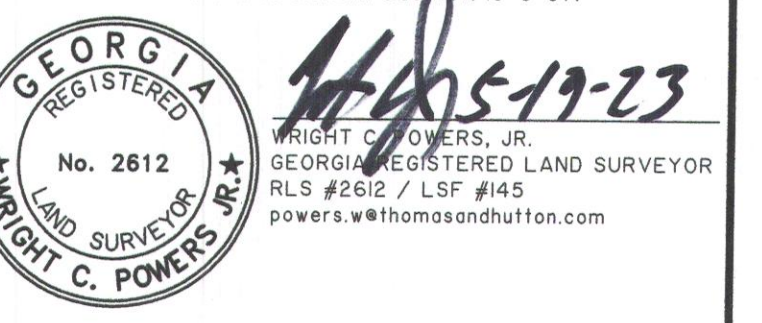
REFERENCES:

- GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY OF PROPOSED MACON-SAVANNAH INTERSTATE ROAD, BULLOCK-BRYAN-EFFINGHAM-CHATHAM COUNTIES, LIMITED ACCESS PROJECT, FEDERAL AID PROJECT, I-16-16) 155 R/W, PLANS COMPLETED DECEMBER 20, 1962, LAST REVISED JANUARY 5, 1967.
- SEDA ACCESS ROAD, EASEMENT RIGHT-OF-WAY, WATERLINE, FORCE MAIN AND SANITARY SEWER LINE TAKEN FROM ROADWAY LAYOUT, SAVANNAH MANUFACTURING CENTER ENTRANCE, SAVANNAH, GEORGIA, PREPARED BY MCLENDON.
- RIGHT OF WAY & EASEMENT PLAT, PART OF LOT I, 8TH G.M. DISTRICT, CITY OF SAVANNAH, GEORGIA, PREPARED BY HUSSEY GAY BELL, DATED APRIL 14, 2020.
- WETLAND SURVEY, 556.1 ACRES, PORTION OF THE THE MRS. J.D. BLITCH TRACT (BLITCH TRACT NO. 1) SURVEYED FOR THE MORGAN FAMILY, PREPARED BY WILDER & STONE LAND SURVEYING, INC., DATED FEBRUARY 1, 2008.
- DEDICATION OF RIGHT-OF-WAY PLAT FOR: THE MORGAN FAMILY & SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY - PARCEL A, THE MORGAN FAMILY - PARCEL B, FOUR LAKES PARKWAY, PREPARED BY JAMES M. ANDERSON & ASSOCIATES, INC., DATED JULY 24, 2019.
- SURVEY OF LAND OF BLUE SKY TIMBER PROPERTIES, LLC, BEING A PORTION OF THE PIERPONT #1 B WISE TRACT, CONTAINING 1951 ACRES, PREPARED BY WILLIAMS & ASSOC., INC., DATED JULY 15, 2005, RECORDED IN PLAT BOOK C95, PAGE C1, EFFINGHAM COUNTY RECORDS.
- DEED BOOK 257, PAGE 545; DELINEATING THE LOCATION OF A PORTION OF THE BOUNDARY BETWEEN CHATHAM AND EFFINGHAM COUNTY.
- BOUNDARY SURVEY OF 152.74 ACRES PREPARED FOR THOMAS AND IRIS BRANNEN BY MOCK SURVEYING, INC. DATED OCTOBER 5, 2013, RECORDED IN BOOK 29 PAGE 462, EFFINGHAM COUNTY RECORDS.



not to scale
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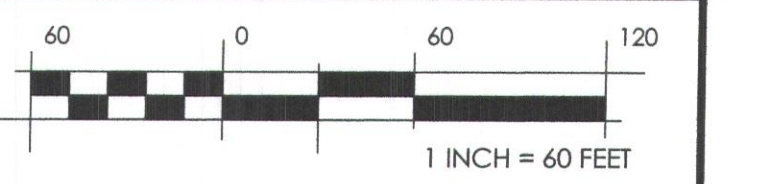
SURVEYOR'S CERTIFICATION
THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OR PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



EASEMENT PLAT
BEING A PORTION OF THE LANDS OF IHB HOLDINGS LIMITED PARTNERSHIP
PIN: 0331 0022
1559TH G.M. DISTRICT
EFFINGHAM COUNTY, GEORGIA
prepared for
BRYAN COUNTY BOARD OF COMMISSIONERS

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| No. | Revision | By | Date |
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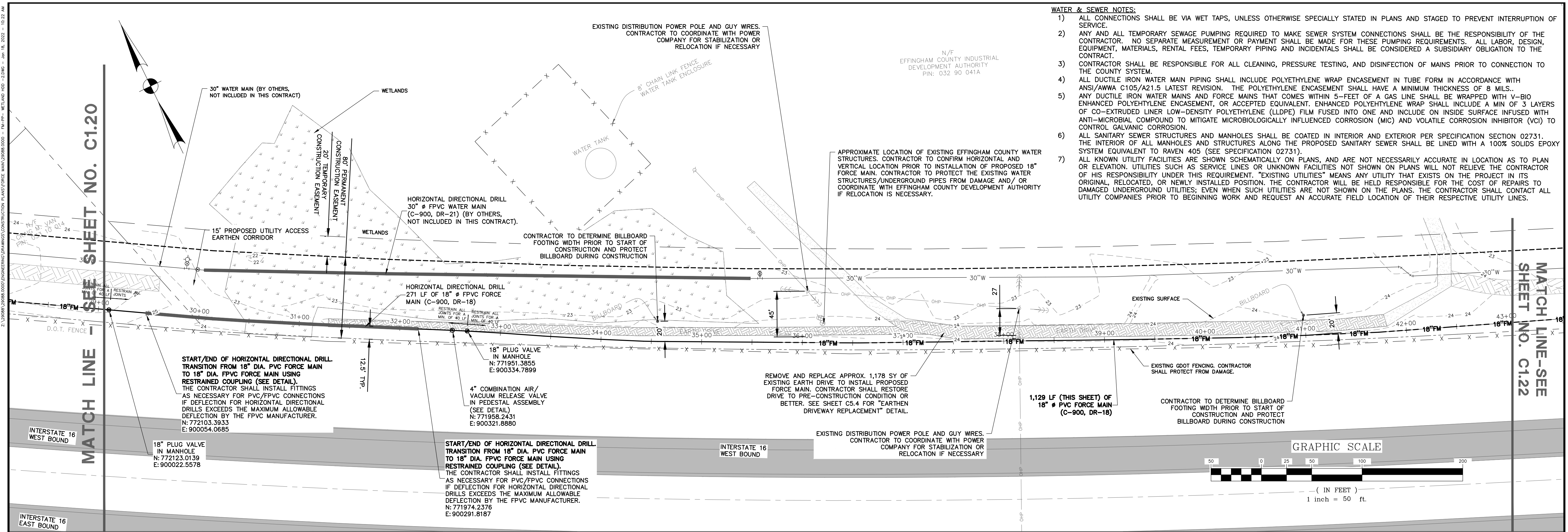


plot 05/18/2023 drawn BRW reviewed WCP field 03/31/2021 crew MB



BID SET - NOT FOR CONSTRUCTION

- WATER & SEWER NOTES:**
- 1) ALL CONNECTIONS SHALL BE VIA WET TAPS, UNLESS OTHERWISE SPECIALLY STATED IN PLANS AND STAGED TO PREVENT INTERRUPTION OF SERVICE.
 - 2) ANY AND ALL TEMPORARY SEWAGE PUMPING REQUIRED TO MAKE SEWER SYSTEM CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE FOR THESE PUMPING REQUIREMENTS. ALL LABOR, DESIGN, EQUIPMENT, MATERIALS, RENTAL FEES, TEMPORARY PIPING AND INCIDENTALS SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION TO THE CONTRACT.
 - 3) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEANING, PRESSURE TESTING, AND DISINFECTION OF MAINS PRIOR TO CONNECTION TO THE COUNTY SYSTEM.
 - 4) ALL DUCTILE IRON WATER MAIN PIPING SHALL INCLUDE POLYETHYLENE WRAP ENCASUREMENT IN TUBE FORM IN ACCORDANCE WITH ANSI/AWWA C105/A21.5 LATEST REVISION. THE POLYETHYLENE ENCASUREMENT SHALL HAVE A MINIMUM THICKNESS OF 8 MILS.
 - 5) ANY DUCTILE IRON WATER MAINS AND FORCE MAINS THAT COMES WITHIN 5- FEET OF A GAS LINE SHALL BE WRAPPED WITH V-BIO ENHANCED POLYETHYLENE ENCASUREMENT, OR ACCEPTED EQUIVALENT. ENHANCED POLYETHYLENE WRAP SHALL INCLUDE A MIN OF 3 LAYERS OF CO-EXTRUDED LINER LOW-DENSITY POLYETHYLENE (LLDPE) FILM FUSED INTO ONE AND INCLUDE ON INSIDE SURFACE INFUSED WITH ANTI-MICROBIAL COMPOUND TO MITIGATE MICROBIOLOGICALLY INFLUENCED CORROSION (MIC) AND VOLATILE CORROSION INHIBITOR (VCI) TO CONTROL GALVANIC CORROSION.
 - 6) ALL SANITARY SEWER STRUCTURES AND MANHOLES SHALL BE COATED IN INTERIOR AND EXTERIOR PER SPECIFICATION SECTION 02731. THE INTERIOR OF ALL MANHOLES AND STRUCTURES ALONG THE PROPOSED SANITARY SEWER SHALL BE LINED WITH A 100% SOLIDS EPOXY SYSTEM EQUIVALENT TO RAVEN 405 (SEE SPECIFICATION 02731).
 - 7) ALL KNOWN UTILITY FACILITIES ARE SHOWN SCHEMATICALLY ON PLANS, AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON PLANS WILL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY UNDER THIS REQUIREMENT. "EXISTING UTILITIES" MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED, OR NEWLY INSTALLED POSITION. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIRS TO DAMAGED UNDERGROUND UTILITIES; EVEN WHEN SUCH UTILITIES ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO BEGINNING WORK AND REQUEST AN ACCURATE FIELD LOCATION OF THEIR RESPECTIVE UTILITY LINES.



| NO. | REVISIONS | BY | DATE |
|-----|---------------------------------------|-----|------------|
| D | REVISED PER EFFINGHAM COUNTY COMMENTS | SAH | 11/13/2022 |

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BRYAN COUNTY BOARD OF COMMISSIONERS
BRYAN COUNTY, GEORGIA

BRYAN COUNTY I-16 REGIONAL WATER & SEWER IMPROVEMENTS
FORCE MAIN PLAN AND PROFILE

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|-----------|--------------|
| JOB NO: | J-29088.0000 |
| DATE: | 1/18/2022 |
| DRAWN: | SAH |
| DESIGNED: | SAH |
| REVIEWED: | AJB |
| APPROVED: | TVT |
| SCALE: | AS NOTED |

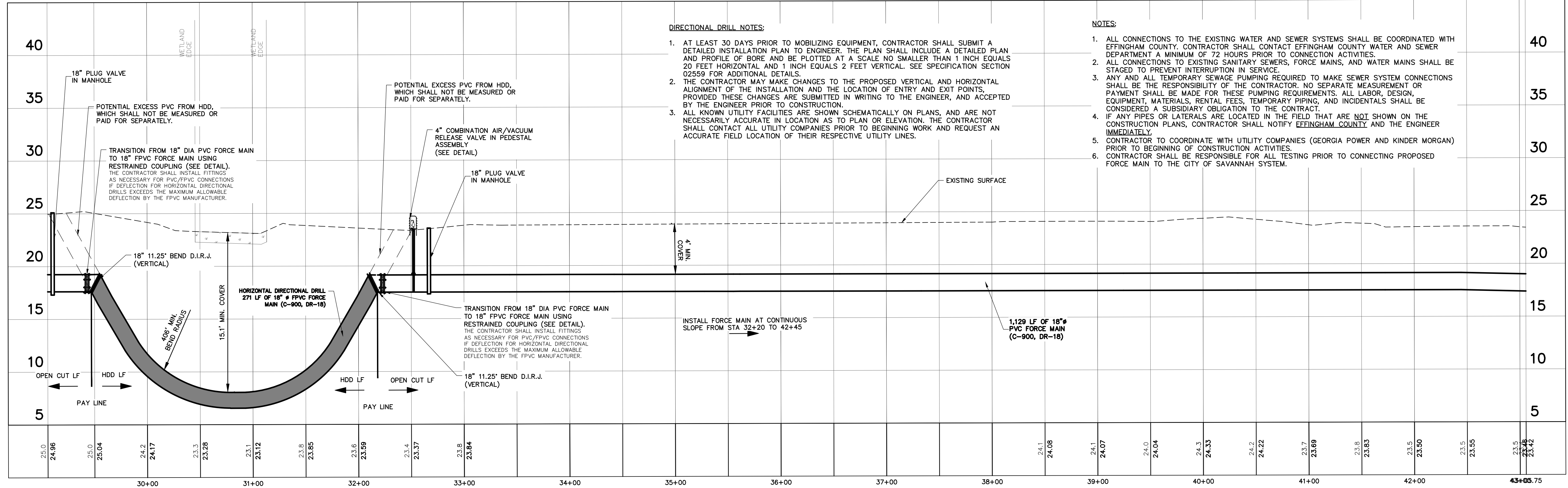
C1.21

DIRECTIONAL DRILL NOTES:

1. AT LEAST 30 DAYS PRIOR TO MOBILIZING EQUIPMENT, CONTRACTOR SHALL SUBMIT A DETAILED INSTALLATION PLAN TO ENGINEER. THE PLAN SHALL INCLUDE A DETAILED PLAN AND PROFILE OF BORE AND BE PLOTTED AT A SCALE NO SMALLER THAN 1 INCH EQUALS 20 FEET HORIZONTAL AND 1 INCH EQUALS 2 FEET VERTICAL. SEE SPECIFICATION SECTION 02559 FOR ADDITIONAL DETAILS.
2. THE CONTRACTOR MAY MAKE CHANGES TO THE PROPOSED VERTICAL AND HORIZONTAL ALIGNMENT OF THE INSTALLATION AND THE LOCATION OF ENTRY AND EXIT POINTS, PROVIDED THESE CHANGES ARE SUBMITTED IN WRITING TO THE ENGINEER, AND ACCEPTED BY THE ENGINEER PRIOR TO CONSTRUCTION.
3. ALL KNOWN UTILITY FACILITIES ARE SHOWN SCHEMATICALLY ON PLANS, AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO BEGINNING WORK AND REQUEST AN ACCURATE FIELD LOCATION OF THEIR RESPECTIVE UTILITY LINES.

NOTES:

1. ALL CONNECTIONS TO THE EXISTING WATER AND SEWER SYSTEMS SHALL BE COORDINATED WITH EFFINGHAM COUNTY. CONTRACTOR SHALL CONTACT EFFINGHAM COUNTY WATER AND SEWER DEPARTMENT A MINIMUM OF 72 HOURS PRIOR TO CONNECTION ACTIVITIES.
2. ALL CONNECTIONS TO EXISTING SANITARY SEWERS, FORCE MAINS, AND WATER MAINS SHALL BE STAGED TO PREVENT INTERRUPTION IN SERVICE.
3. ANY AND ALL TEMPORARY SEWAGE PUMPING REQUIRED TO MAKE SEWER SYSTEM CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE FOR THESE PUMPING REQUIREMENTS. ALL LABOR, DESIGN, EQUIPMENT, MATERIALS, RENTAL FEES, TEMPORARY PIPING, AND INCIDENTALS SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION TO THE CONTRACT.
4. IF ANY PIPES OR LATERALS ARE LOCATED IN THE FIELD THAT ARE NOT SHOWN ON THE CONSTRUCTION PLANS, CONTRACTOR SHALL NOTIFY EFFINGHAM COUNTY AND THE ENGINEER IMMEDIATELY.
5. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES (GEORGIA POWER AND KINDER MORGAN) PRIOR TO BEGINNING OF CONSTRUCTION ACTIVITIES.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TESTING PRIOR TO CONNECTING PROPOSED FORCE MAIN TO THE CITY OF SAVANNAH SYSTEM.



29088.0000 - OLD RIVER RD TO COMPOUND - WETLAND HDD
STATIONS: 29+06 - 43+06
SCALE: HORIZ: 1" = 50'
VERT: 1" = 5'

Z:\29088\29088\0000\ENGINEERING\DRAWINGS\CONSTRUCTION\PLAN\FORCE MAIN\DR-18.DWG - 11/18/2022 - 10:22 AM

MATCH LINE - SEE SHEET NO. C1.20

MATCH LINE-SEE SHEET NO. C1.22