

Brunswick-Glynn Joint Water and Sewer Commission 1703 Gloucester Street, Brunswick GA 31520 Thursday, March 18, 2021 at 2:00 pm Commission Meeting Room

COMMISSION MEETING AGENDA

Call to Order Invocation Pledge

PUBLIC COMMENT PERIOD

Public Comments will be limited to 3 minutes per speaker. Comments are to be limited to relevant information regarding your position and should avoid being repetitious. Individuals should sign in stating your name, address and the subject matter on which you wish to speak. Your cooperation in this process will be greatly appreciated.

EMPLOYEE RECOGNITION

David Grantham, Wastewater Collection System Operator – C. Harvey / A. Burroughs

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed **Finance Committee** – Commissioner Duncan

APPROVAL

- 1. **JWSC Property and Liability Insurance Renewal** Fred McGinty, McGinty Gordon
- 2. Master Plan Update Angela Bryan & Laura Constantino, Four Waters Engineering
- 3. Minutes from February 18, 2021 Regular Meeting (subject to any necessary changes)
- **4. Surplus Inventory** A. Burroughs
- **5. Infrastructure Dedication** T. Kline
 - 500 Block of Longview Three (3) Easements
 - Captain's Cove Easement and Infrastructure

DISCUSSION

EXECUTIVE DIRECTOR'S UPDATE

CHAIRMAN'S UPDATE

EXECUTIVE SESSION

MEETING ADJOURNED



Brunswick-Glynn Joint Water and Sewer Commission 1703 Gloucester Street, Brunswick, GA 31520 Thursday, March 18, 2021 at 2:00 PM

COMMISSION MINUTES

PRESENT: G. Ben Turnipseed, Chairman

Bob Duncan, Vice-Chairman Charles Cook, Commissioner Cornell L. Harvey, Commissioner Wayne Neal, Commissioner Tripp Stephens, Commissioner Chad Strickland, Commissioner

ALSO PRESENT:

Andrew Burroughs, Executive Director

Charlie Dorminy, HBS Legal Counsel

LaDonnah Roberts, Deputy Executive Director

Todd Kline, Director of Engineering Jay Sellers, Director of Administration Frances Wilson, Senior Accountant

Janice Meridith, Exec. Commission Administrator

MEDIA PRESENT:

Taylor Cooper, The Brunswick News

Chairman Turnipseed called the meeting to order at 2:00 PM.

Commissioner Neal provided the invocation and Commissioner Cook led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

Chairman Turnipseed opened the public comment period.

Mr. Donald M. Elliott – SPLOST – Mr. Elliott expressed his disappointment that SPLOST did not pass, and said that JWSC had a lot of good projects on there. He commented that SPLOST was a way of providing infrastructure for the underserved in the County and for the Dunbar Creek WPCF renovation. Mr. Elliott said he thought the Commission should consider borrowing funds to accomplish the Dunbar Creek renovation and any other restore and renew projects that require immediate effort. The JWSC should raise rates as necessary to cover the principal and interest of the payments on the loan. He also mentioned that the social media discussions on the SPLOST tended to indicate that there is not a lot of information out in the general public's knowledge of what JWSC has accomplished and where JWSC is going with those accomplishments. He stated that he thought that every 6 months JWSC should publish or ask the newspapers to publish what JWSC has accomplished during the past 6 months, and what is intended to be accomplished during the next 6 months so that more of the general public will know what JWSC is doing and working on. Mr. Elliott thanked the Commission.

There being no additional citizens for public comment, Chairman Turnipseed closed the public comment period.

EMPLOYEE RECOGNITION

David Grantham, Water Distribution System Operator and Laboratory Analyst Certificate Mr. Burroughs introduced David Grantham and provided that Mr. Grantham is the SCADA System Administrator for JWSC. He was previously a Water System Operator, however now Mr. Grantham is certified to work on both sides of the system. Commissioner Harvey congratulated Mr. Grantham for his efforts toward obtaining his two certifications and for being a part of the JWSC staff. Commissioner Harvey also advised that Mr. Grantham's best is always expected from him as a part of the organization. Commissioner Harvey then read the statement on the certificate as presented to Mr. Grantham. Commissioner Harvey expressed his appreciation and congratulations to Mr. Grantham.

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Chairman Turnipseed reported that the Facilities Committee had met on the previous day at 1:00 p.m. The Chairman stated that there were 4 easements and 1 piece of infrastructure dedicated to JWSC, and those will be presented to the full Commission today. The Committee reviewed the draft form of the Proposed Capital Projects Plan. All of the water pollution control facilities are operating very well and within permit. The Project Report included good photos and information on the 21 projects JWSC currently has underway.

Finance Committee – Commissioner Duncan

Committee Chairman Duncan reported that the Finance Committee meeting was held on the previous day at 3:00 p.m. There were two items approved to be forwarded to the full Board for consideration. Those were the Property & Liability Insurance Renewal and Surplus Inventory. The draft of the Proposed Annual Budget for Fiscal Year 2022 was reviewed and discussed. The financial statement was reviewed and JWSC is where it had planned to be. The Committee also had discussion on how to raise funds now without the SPLOST, and how to pay back those funds. Financing debt will be discussed in more detail at the next Committee meeting.

APPROVAL

1. JWSC Property and Liability Insurance Renewal – Fred McGinty, McGinty Gordon Mr. McGinty presented the proposal for the renewal of the JWSC Property and Liability Insurance. He briefly reviewed the details on the current industry conditions, proposals received, coverage categories, insurers, and final proposed renewal package as presented to the Finance Committee on the previous day.

Commissioner Duncan made a motion seconded by Commissioner Stephens to move that the Brunswick-Glynn Joint Water and Sewer Commission approve insurance renewal rates for each coverage category and insurer as listed in the attached memo provided by staff. Motion carried 7-0-0.

2. Master Plan Update Approval – Angela Bryan & Laura Constantino, Four Waters Engineering Angel Bryan and Laura Constantino from Four Waters Engineering, along with Tony Hairston from Raftelis Financial, presented the Master Plan Update to the full Commission for final approval. They had first presented the Master Plan Update Draft to the JWSC at a Special Called Facilities Committee Meeting on Wednesday, February 17, 2021 at 10:00 a.m. Ms. Bryan and Ms. Constantino reviewed the details contained in the Master Plan Update with the Commissioners. Mr. Hairston then reviewed and discussed the financial aspects and Rate Analysis Model with the Commissioners.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the 2020 Master Plan Update as presented.

Commissioner Duncan commented that if the Commissioners vote for this Plan, it is a "Way Forward." Our endorsement tells the staff to execute the Plan to benefit our customers and community. We have identified the priorities and we know how much funding is going to be required. We have the model that Tony shared with us which allows considering various scenarios in looking at Rate Analysis and the future effects of raising or not raising rates. It also allows us to make decisions on borrowing money, for example, to fund the \$15M list that we had on the failed SPLOST project list. Commissioner Duncan also commented on JWSC's strong system and treatment capacities with regard to future high dollar investments.

Commissioner Stephens commented that this is a great Plan, is well put together, and is a great guide and tool for JWSC to have. He then questioned if "approve" was the correct word to use in the motion, or if endorse was better to use since they are endorsing that they support the Plan. The word "approve" can be misinterpreted as granting approval to spend \$191M. Commissioner Stephens suggested amending the motion from "approve" to "endorse."

Commissioner Harvey agreed that this is a good Plan, and is a good assessment of our facilities, of our program moving forward, and advising JWSC on how to continue to get to the next level. He added that he agreed with Commissioner Stephens in that this is a living document that can be changed as we go, it is fluid.

Commissioner Stephens made a motion seconded by Commissioner Neal to move to amend the motion by changing the word "approve" to "accept". Motion carried 7-0-0.

<u>Commissioner Stephens made a motion seconded by Commissioner Strickland to move that the Brunswick-Glynn Joint Water and Sewer Commission accept the 2020 Master Plan Update as presented.</u>
Motion carried 7-0-0.

3. Minutes from the February 18, 2021 Regular Commission Meeting

Commissioner Duncan made a motion seconded by Commissioner Harvey to approve the minutes from the February 18, 2021 Regular Commission Meeting. Motion carried 5-0-2. (Commissioners Neal and Stephens were not in the room at the time of the vote.)

4. Surplus Inventory – A. Burroughs

Mr. Burroughs presented the request to declare 18 unused meters as surplus inventory to be sold in a manner most beneficial to the JWSC. These Metron meters are no longer of use to the JWSC and are considered obsolete inventory. This item was presented to the Finance Committee on the previous day and was approved to forward to the full Commission.

Commissioner Cook made a motion seconded by Commissioner Duncan to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the above listed items as surplus to be disposed of in a manner most beneficial to the JWSC. Motion carried 5-0-2. (Commissioners Neal and Stephens were not in the room for the vote.)

5. Easement(s) and Infrastructure Dedications – T. Kline

- 500 Block of Longview Three (3) Easements
- Captain's Cove Easement and Infrastructure

Mr. Kline presented the Easement and Infrastructure Dedications to the full Commission by recommendation from the Facilities Committee on the previous day. Three easements were dedicated by the property owners of #503, 507 and 509 Longview Road on St. Simons Island in order for JWSC to

locate, construct, install, and subsequently maintain or replace water or sewer lines. Those residents have expressed their desire to become JWSC customers. The owner of Captain's Cove dedicated infrastructure as public, accompanied by a water/sewer easement.

Commissioner Duncan made a motion seconded by Commissioner Harvey to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the above described easements and dedication of public infrastructure for ownership, operation, and maintenance. Motion carried 7-0-0.

EXECUTIVE DIRECTOR'S UPDATE

Mr. Burroughs announced that JWSC's Asset Management Manager, Ellis Zettler, will be presenting at a virtual Cityworks Converge Conference at national level on March 23, 2021. Mr. Burroughs also informed the Commissioners that Hurricane Tabletop Exercises will be held on March, 31st, and requested the Commissioners to advise by Friday, March 26th if they plan to attend.

CHAIRMAN'S UPDATE

Chairman Turnipseed commended the staff on assisting Four Waters Engineering on the Master Plan Update. He also thanked the Commissioners who attended the Special Called Facilities Committee Meeting for the presentation of the Master Plan Update Draft.

EXECUTIVE SESSION

There was no Executive Session.

There being no additional business to bring before the Commission, Chairman Turnipseed adjourned the meeting at 3:45 p.m.

G. Ben Turnipseed, Commission Chairman

Attest:

Janice Meridith,

Executive Commission Administrator



Memorandum

To: JWSC Commission Memo

From: Andrew Burroughs, Executive Director / Fred McGinty, McGinty-Gordon & Associates

Date: March 18, 2021

Re: Liability, Crime, Cyber Liability, Property and Equipment Floater Insurance Plan Renewal

Background

JWSC's annual renewal date for liability and property insurance is March 15th. McGinty-Gordon & Associates provides brokerage services for the various liability and property coverage categories. The current insurer and premium for each coverage type is contained in the table below:

Coverage Type	Current Insurer	Current Premium
Liability Package	Traveler's	\$ 94,638
Crime	Hanover	\$ 4,027
Cyber Liability	BSC	\$ 6,359
Property	Ace American	\$ 220,278
Equipment Floater	Traveler's	\$ 13,284
	Grand Total	\$ 338,800

Staff Report

A review of the insured values, policy coverages, deductibles and claims processed has been conducted to make any changes that would be more advantageous from either a risk or cost perspective for each coverage category. As a part of this review, it is recommended that JWSC add Cyber Terrorism and Cyber Concierge coverage to provide prebreach and post-breach support to the existing Cyber Deception/Social Engineering coverage in the event that a cyber-attack occurs.

Insurance pricing in general has been increasing over the past (6) to (12) months due to adverse results industry wide over the past several years due to increased storm and fire losses for property insurers and increasing claim costs for liability insurers. For property renewals, a consistent pricing increasing in the 5-15% range has been seen during the same time period.

McGinty-Gordon & Associates, has conducted the proposal process and received premium quotes with pricing increases in both the liability and property coverage categories. Approximately (30) different insurers were invited to participate in property quote process.

A summary of all proposed premiums, carriers, limits, and deductibles is attached for your review.

Recommended Action

Staff recommends that JWSC move forward with coverage for each type by insurer as listed in the table below:

Coverage Type	Change in Insurer	2021-2022 Period Insurer	2021-2022 Premium	Increase over 2020-2021	Coverage Change
Liability Package	N	Traveler's	\$ 99,119	\$ 4,481	N
Crime	N	Hanover	\$ 4,027	\$ 0	N
Cyber Liability	N	BCS	\$ 6,878	\$ 578	Y - Coverage Increase on Cyber Terrorism; addition of Cyber Concierge
Property	N	Ace American	\$ 254,000	\$ 33,722	N
Equipment Floater	N	Traveler's	\$ 13,447	\$ -51	N
		Grand Total	\$ 377,472	\$ 38,672	

The renewal information was presented and approved by the JWSC Finance Committee at the meeting held on Wednesday, March 17, 2021.

Recommended Motion

"I make a motion that the Brunswick-Glynn Joint Water and Sewer Commission approve insurance renewal rates for each coverage category and insurer as listed in the attached memo provided by staff."

Enclosures

Premium Summary Document

Brunswick-Glynn Joint Water Sewer Commission Travelers 2021-22 Premium Summary

COVERAGE	2020-21	2021-22	PROPOSED	EXPIRING	PROPOSED		EXPIRING	RENEWAL
Effective 3/15/2021	EXPIRING	PROPOSED	CARRIER	LIMITS	LIMITS		DEDUCTIBLE	DEDUCTIBLE
General Liability (Occurrence)	\$17,646	\$19,025	Travlers (A+-XV)	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Annual Aggregate	None	None
				\$1,000,000	\$1,000,000	Each Occurrence	None	None
				\$1,000,000	\$1,000,000	Personal & Adv. Injury	None	None
				No Coverage		Medical Payments	None	None
				\$500,000	\$500,000	Fire Damage	None	None
Failure to Supply	Included	Included		\$1,000,000	\$1,000,000	Failure to Supply	None	None
Sewage Back-UP Limit	Included	Included		\$1,000,000	\$1,000,000	Failure to Supply	None	None
Employee Benefits Liability (Claims-Made - 3/15/20)	\$381	\$381	Travlers (A+-XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$1,000	\$1,000
Employee Belleting Emellity (Challes France 5, 15, 26)	4501	4301	Traviors (TT TTV)	\$3,000,000	\$3,000,000	Aggregate	41,000	Ψ1,000
Terrorism	Included	Included		ψ3,000,000	φ3,000,000	l'iggregate		
Terrorism	metaded	mended						
Automobile	\$47,488	\$44,683	Travlers (A+-XV)	\$1,000,000	\$1,000,000	Liability Limit	None	None
Uninsured Motorist	Included	Included		\$75,000	\$75,000	Uninsured Motorist	None	None
Medical Payments	Included	Included		\$1,000	\$1,000		None	None
Physical Damage	\$11,546	\$14,428	Travlers (A+-XV)	ACV	ACV	Comp/Coll	\$1,000	\$1,000
Hired Physical Damage	Included	Included		\$50,000	\$50,000	Comp/Coll	\$1,000	\$1,000
						_		
Public Officials Liability (Claims-Made)	\$2,561	\$3,069	Travlers (A+-XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$5,000	\$5,000
Retro Date: 03/15/1996				\$2,000,000	\$2,000,000	Annual Aggregate		
Employment Practices Liability	\$9,342	\$10,244		\$1,000,000 / 2,000,000	\$1,000,000 / 2,000,000	Occurrence/Aggregate	\$5,000	\$5,000
Umbrella	\$5,674	\$5,801	Travlers (A+-XV)	\$1,000,000	\$1,000,000	Per Occurrence / Aggregate	\$10,000	\$10,000
Terrorism	Included	Included						
Policy and Engineering Fees	None	None	Difference	% change				
Liability Package Total Premium	\$94,638	\$99,119	\$4,481	104.7%				
						I		
Crime	\$4,027	\$4,027	Hanover (A+XV)	\$1,000,000	\$1,000,000	Per Occurrence / Aggregate	\$5,000	\$5,000
a	0.5.504	45.055	Dog I o	\$4,000,000	***********		440,000	#40.000
Cyber Liability	\$5,781	\$5,965	BCS Insurance Company	\$1,000,000	\$1,000,000	Per Occurrence / Aggregate	\$10,000	\$10,000
Optional Cyber Deception/Social Engineering	\$578	\$597	BCS Insurance Company	\$250,000	\$250,000		\$10,000	\$10,000
Cyber Terrorism (if elected - 1% of total premium)		\$66						
Cyber Concierge Fee	****	\$250					*****	***
Property (Current Insurer)	\$220,278	\$254,000	Ace	\$10,000,000	\$10,000,000	Per Occurrence	\$25,000	\$25,000
% change		115.3%		\$10,000,000	\$10,000,000	Earthquake Per Occurrence	\$100,000	\$100,000
				5,000,000.00	5,000,000.00	Flood Zones A&V Annual Aggregate	\$1,000,000	\$1,000,000
Equipment Floater	12 409	12.447	Teorglania	\$10,000,000	\$10,000,000	Named Windstorm Annual Aggregate	2% \$100,000 min	
Equipment Floater	13,498	13,447	Traveler's	\$2,103,883	\$2,095,883	Per Scheduled Equipment	\$5,000	\$5,000
			Difference	% change		<u> </u>		<u> </u>
Crime + Cyber + Property Total Premium	\$244,162	\$278,353	\$34,191	114.0%				





A Commercial Insurance Proposal for:

BRUNSWICK-GLYNN JOINT WATER

Effective Date: 03/15/2021

Expiration Date: 03/15/2022

Date of Proposal:

Print Date: 03/10/21

Coverage

Line of Business	Company	Policy Number
General Liability	The Charter Oak Fire Insurance Co	
Employee Benefit Liability	The Charter Oak Fire Insurance Co	
Public Entity Management Liability	The Charter Oak Fire Insurance Co	
Public Entity Employment-Related Practices Liability	The Charter Oak Fire Insurance Co	
Auto Liability	The Travelers Indemnity Company	
Auto Physical Damage	The Travelers Indemnity Company	
Umbrella Liability	Travelers Property Casualty Company of America	

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TRAVELERST

Date of Proposal:

Page 2 Print Date: 03/10/21 THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. THIS IS NOT A COMPLETE LISTING OF ALL THE ENDORSEMENTS INCLUDED IN YOUR POLICY. IN ADDITION TO THE POLICY ENDORSEMENTS OUTLINED IN THIS PROPOSAL/QUOTE, ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS MAY INCLUDE ADDITIONAL ENDORSEMENTS, INCLUDING STATE-MANDATED ENDORSEMENTS, THAT MAY AFFECT COVERAGE. HOWEVER, ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically fifteen days after the proposal date referenced on the cover page of this proposal.

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Account Team

Page 4 Print Date: 03/10/21

About Travelers

Travelers (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. The company reported 2019 revenues of \$31 billion and total assets of \$110 billion.

Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 30,000 employees worldwide. For more information, visit www.travelers.com.

Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability, are as follows:

A.M.Best	A++	(A++ is the highest of 16)
Standard & Poor's	AA	(AA is the 3rd highest of 21)
Moody's	'Aa2	(Aa2 is the 3rd highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

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Public Sector Expertise

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions – including property, liability, auto and professional coverages – designed specifically for local governments;
- Large public entity property business including schedules in excess of \$250 million total insured values – for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

UNDERWRITING

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

CLAIM SERVICES

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specializes in representing public entities and understand the complexity of public entity legislation.

RISK CONTROL SERVICES

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

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TRAVELERS

Risk Control Services

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- <u>The Public Sector Risk Control Seminars</u>: The value-added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- <u>Travelers Web Site</u>: As a policyholder, you will have access to our Risk Control Web-site. You will be able to immediately download risk control materials, or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses ... http://www.travelers.com/riskcontrol
- <u>Public Sector Risk Control Answer Line</u>: Have a technical question about a risk control issue? Use the Travelers Public Sector Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. <u>Ask Risk-Control@Travelers.com</u>.
- Employment Practices Liability Risk Management Resources: Our EPL resources include:
 - Free access to an Internet-based resource site with a wealth of employment practices information including emerging issues in employment law, sample handbook, best practices for policies and procedures, articles, searchable library and much more:
 - 2) 800# Hotline for free general guidance from an attorney who specializes in employment law and can answer questions about workplace concerns.
 - 3) Hundreds of vendor web-based risk management training courses which are available from any computer with internet access, anytime 24/7. Travelers clients simply set up an account with the vendor and receive a 15% discount off retail pricing. Additional volume discounts are applied on purchases of \$1,000 or more.
- <u>CyberFirst</u>: eRisk Hub is a private web based portal containing information and technical resources that can assist in the prevention of network, cyber and privacy events and provide timely support if an incident occurs.
- In the Public Interest Newsletter: Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal.

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Page 7

TRAVELERS

General Liability – Occurrence

Option 1

Coverage	Limit
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
The following limits apply:	
Damage to Premises Rented to You Limit (Any One Premises)	\$500,000
Medical Expense Limit (Any One Person)	\$10,000
Sewage Back-Up Limit	\$1,000,000
Failure To Supply Limit	\$1,000,000
Statutory Cap Limits Of Insurance Endorsement	
Georgia Bodily Injury Each Person Statutory Cap Limit	\$500,000
Georgia Bodily Injury Statutory Cap Total Limit	\$700,000
Georgia Property Damage Statutory Cap Limit	\$50,000

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Date of Proposal:

Page 8 Print Date: 03/10/21

General Liability – Occurrence

AMENDMENTS

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

MOBILE EQUIPMENT REDEFINED - PUBLIC ENTITIES

AMENDMENT - POLLUTION EXCLUSION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EXCLUSION - INJURY TO VOLUNTEER FIREFIGHTERS

EXCLUSION - LAW ENFORCEMENT ACTIVITIES OR OPERATIONS

COVERAGE C - MEDICAL PAYMENTS EXCLUSION

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSUREDS FOR CERTAIN BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE

EXCLUSION - PUBLIC USE OF PRIVATE PROPERTY

FUNGI OR BACTERIA EXCLUSION - WITH LIMITED EXCEPTION FOR BACTERIA IN SEWAGE BACK-UP

EXCLUSION - DISCRIMINATION

EXCLUSION - PROFESSIONAL HEALTH CARE SERVICES - PUBLIC ENTITIES

EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

EXCLUSION - LEAD

EXCLUSION - NUCLEAR ENERGY LIABILITY

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY AND NON CUMULATION OF PERSONAL AND ADVERTISING INJURY LIMIT

AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

Gross Premium \$19,025

TRAVELERS Page 9 Date of

Employee Benefits Liability - Claims Made

Option 1

Coverage	Limit
Aggregate Limit	\$3,000,000
Each Employee Limit	\$1,000,000

DEDUCTIBLES

The following deductibles (Loss Only) apply:

Each Employee Deductible (Loss Only)

\$1,000

Retroactive Date: 03/15/2020

AMENDMENTS

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

Gross Premium \$381

Consult Policy for Actual Terms and Conditions

TRAVELERS

Date of Proposal:

Page 10 Print Date: 03/10/21

Public Entity Management Liability - Claims Made

Option 1

Coverage	Limit
Aggregate Limit	\$2,000,000
Each Wrongful Act Limit	\$1,000,000
Retroactive Date:	03/15/1996

DEDUCTIBLES

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Act Deductible - Damages and Defense Expenses

\$5,000

AMENDMENTS

AMENDMENT OF JOINT POWERS AUTHORITY DEFINITION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL ACT DEFINITION

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT OF LAW ENFORCEMENT ACTIVITIES OR OPERATIONS DEFINITION

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

The Following Are Excluded When "Yes" Is Indicated Below. If "No" Is Indicated, An Amendment And/Or Manuscript Endorsement May Be Required.

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Gross Premium

\$3,069

Consult Policy for Actual Terms and Conditions



Date of Proposal:

Page 11 Print Date: 03/10/21

Public Entity Employment-Related Practices Liability – Claims Made

Option 1

IMPORTANT NOTICE -

Defense expenses are payable within the limits of Insurance.

Coverage	Limit
Aggregate Limit	\$2,000,000
Each Wrongful Employment Practice Offense Limit	\$1,000,000

DEDUCTIBLES

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Employment Practice Offense Deductible - Damages and Defense \$5,000 Expenses

Retroactive Date: 03/15/1996

AMENDMENTS

AMENDMENT OF JOINT POWERS AUTHORITY DEFINITION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EXCLUSION - OTHER EMPLOYMENT LAWS

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

The Following Are Excluded When "Yes" Is Indicated Below. If "No" Is Indicated, An Amendment And/Or Manuscript Endorsement May Be Required.

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Gross Premium \$10,244

Consult Policy for Actual Terms and Conditions

TRAVELERS

Date of Proposal:

Page 12 Print Date: 03/10/21

Automobile Liability

Option 1

	Option i	
Liability Coverage	Auto Symbols	Limits
Liability	1 only	\$1,000,000
Medical Payments	2 only	\$1,000
Uninsured/Underinsured Motorist	2 only	\$75,000
Number of autos, excluding trailers	88	
Number of trailers	12	
Statutory Cap Limits Of Insurance Endors	sement	
Georgia Bodily Injury Each Person Limit - Statutory Cap		\$500,000
Georgia Bodily Injury Total Limit - Statutory Cap		\$700,000
Georgia Property Damage or Pollution Co Statutory Cap	\$50,000	

TRAVELERST

Date of Proposal: Print Date: 03/10/21

Page 13

Automobile Liability

AMENDMENTS

AMENDMENT OF BODILY INJURY DEFINITION

PUBLIC ENTITY AUTO EXTENSION

PROFESSIONAL SERVICES NOT COVERED

EMERGENCY SERVICES - VOLUNTEER FIREFIGHTERS' & WORKERS' INJURIES EXCLUDED

AMENDMENT OF EMPLOYEE DEFINITION

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

Gross Premium

\$45,675

Consult Policy for Actual Terms and Conditions

TRAVELERS

Date of Proposal:

Page 14 Print Date: 03/10/21

Automobile Physical Damage

Option 1

Coverage	Valuation	Units	Deductible
Symbol 2			
Comprehensive	Actual Cash Value	100	\$1,000
Collision	Actual Cash Value	100	\$1,000

Page 15

Print Date: 03/10/21

Auto Physical Damage

AMENDMENTS

PUBLIC ENTITY AUTO EXTENSION

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

Gross Premium

\$14,924

Date of Proposal: **Page** 16

Print Date: 03/10/21

Automobile Composite Rating

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

- 1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability.
- 2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

Liability Comprehensive		Collision
\$519	0.129	0.191

- 3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
- 4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
- 5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

Consult Policy for Actual Terms and Conditions

TRAVELERS

Umbrella Excess Liability

Option 1

Coverage	Limit	
General Aggregate Limit	\$1,000,000	
Products – Completed Operations Aggregate Limit	\$1,000,000	
Occurrence Limit	\$1,000,000	
Crisis Management Service Expenses Limit	\$50,000	
Self Insured Retention Any One Occurrence or Event	\$10,000	

Statutory Cap Limits Of Insurance Endorsement

For Umbrella Statutory Cap Limits, refer to the applicable underlying insurance Statutory Cap Limits Of Insurance Endorsement

Coverage is provided over the following underlying coverages:	Limit
General Liability Limit	\$1,000,000
Employee Benefits Liability	\$1,000,000
Auto Liability	\$1,000,000
Public Entity Management Liability	\$1,000,000
Public Entity Employment-Related Practices Liability	\$1,000,000

Consult Policy for Actual Terms and Conditions



Umbrella Excess Liability

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

AMENDMENTS

POLICY DECLARATIONS - EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY

SCHEDULE OF UNDERLYING INSURANCE

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS

FAILURE TO SUPPLY EXCLUSION - COVERAGES A AND B

FUNGI OR BACTERIA EXCLUSION - COVERAGES A AND B

MOBILE EQUIPMENT RACING EXCLUSION - COVERAGE B

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) - COVERAGES A AND B

AMENDMENT OF COVERAGE - DEFINITIONS

PUBLIC USE OF PRIVATE PROPERTY EXCLUSION - COVERAGES A AND B

FOLLOW-FORM LIMITATION -COVERAGE B

WATERCRAFT LIABILITY EXCLUSION - COVERAGE B

AMENDMENT OF UNDERLYING INSURANCE DEFINITION

AMENDMENT OF WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - COVERAGE B

DISCRIMINATION EXCLUSION - COVERAGE B

INJURY TO VOLUNTEER FIREFIGHTERS EXCLUSION - COVERAGE B

LAW ENFORCEMENT ACTIVITIES OR OPERATIONS EXCLUSION - COVERAGE B

LEAD EXCLUSION - COVERAGE B

POLLUTION NOT RELATED TO AUTOS EXCLUSION - PUBLIC ENTITIES OR INDIAN TRIBES - COVERAGE A

PROFESSIONAL HEALTH CARE SERVICES EXCLUSION WITH LIMITED EXCEPTION FOR DESIGNATED PROFESSIONALS - COVERAGES A AND B

ABUSE OR MOLESTATION EXCLUSION - COVERAGE A AND B- WITH LIMITED FOLLOW-FORM EXCEPTION

PRESERVATION OF GOVERNMENTAL IMMUNITY - GEORGIA

NON CUMULATION OF OCCURRENCE LIMIT

STATUTORY CAP LIMITS OF INSURANCE ENDORSEMENT

Gross Premium \$5,830

Consult Policy for Actual Terms and Conditions

TRAVELERS Page 19

Date of Proposal:

Print Date: 03/10/21

Federal Terrorism Risk Insurance Act Disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Consult Policy for Actual Terms and Conditions



Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183

Consult Policy for Actual Terms and Conditions

TRAVELERS

Payment Plan

Estimated Premium Due*

Agency Billing

The estimated gross premium due is \$99,148, which represents all lines of insurance and additional services detailed in this proposal, to be billed as follows:

Due Date	Gross Amount	Туре	
3/15/2021	\$99,148	Prepaid	

^{*}The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.

If there are changes in your coverages or exposures during the policy year which result in a material change in your premium, we will adjust the amount due on all future installments for this policy term. Other changes during the year which are not material, will be billed at audit.

Bills are sent approximately 45 days in advance of the due date. Remittance envelopes are included for mailing to our lock box for prompt crediting to your account. All bills are due and payable on the indicated due date.

Consult Policy for Actual Terms and Conditions TRAVELERS

Premium Schedule

Coverage		Gross Premium
General Liability		\$19,025
Employee Benefits Liability		\$381
Public Entity Management Liability		\$3,069
Public Entity Employment–Related Practices Liability		\$10,244
Auto Liability		\$45,675
Auto Physical Damage		\$14,924
Umbrella Excess Liability		\$5,830
	Total	\$99,148
Taxes &	Surcharges	\$0

Note: The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

The lines of business shown in the *Premium Schedule and Quote Options, if any*, are subject to a \$5,000 account minimum premium. If the line(s) of business selected for binding do not total at least \$5,000, then the premiums shown for those lines of business will be adjusted to total \$5,000.

Consult Policy for Actual Terms and Conditions



Quote Options and Additional Information

Quote Option Gross Premium

Other Information

Please provide the following information:

TRAVELERST

Date of Proposal:

Page 24 Print Date: 03/10/21



Memorandum

To: Brunswick-Glynn Joint Water and Sewer Commission

From: Andrew Burroughs, P.E., Executive Director

Date: Thursday, March 18, 2021

Re: APPROVAL – 2020 Master Plan Update

Background

Four Waters Engineering was contracted to perform an update to the 2015 JWSC Master Plan in June 2020. For the past 9 months, Four Waters has worked closely with JWSC staff members to create an updated condition assessment, rehabilitation plan, and expansion plan to guide capital reinvestment activities for the next two decades. Considerable focus was placed on updating population projections and flow rate generated in each sewer basin. In addition to the previous aspects of the Master Plan, Four Waters was contracted to provide a cash flow analysis and project database that covers the planning period.

Staff Report

Four Waters Engineering presented a draft of the Master Plan Update at a Special Called Facilities Committee Meeting on February 17, 2021. Feedback was provided to Four Waters during this meeting, and Commissioners were given copies of the proposed project lists to determine if there were any significant concerns.

Per the original contract documents, Four Waters is presenting the Master Plan to the full Commission following incorporation of feedback from the Facilities Committee presentation.

Recommended Action

Staff recommends adopting the Master Plan Update as presented.

Recommended Motion

"I move that the Brunswick-Glynn Joint Water and Sewer Commission approve the 2020 Master Plan Update as presented."

Enclosures

Master Plan Presentation (by Four Waters Engineering)



Memorandum

To: BGJWSC Board of Commissioners
From: Andrew Burroughs, Executive Director

Date: Thursday, March 18, 2021

Re: Approval -- Surplus Inventory/Equipment

Background

JWSC staff has determined the following assets to no longer be of use to the mission of the JWSC.

		Surplus	Unit			
Material Id	Material Description	Qty	Cost	Total Cost	Comments	
					These are obsolete	
METER – 1 ½	METER − 1 ½"	8	\$730.00	\$5,840.00	Metron meters	
METER – 2					that will be	
metron-					replaced by	
external	METER – 2" metron-external				Neptune meters as	
antenna	antenna	8	\$855.00	\$6,840.00	part of the Meter	
					Replacement	
					Project	
METER – 4	METER – 4"	1	\$2,280.00	\$2,280.00		
METER – 6	METER – 6"	1	\$3,530.00	\$3,530.00		
mom. z						
	TOTAL \$18,490.00					

Staff Report

Staff recommends declaring the items above as surplus and authorizing their disposal in a manner most beneficial to the JWSC.

Recommended Action

To dispose of this property, the Brunswick Glynn Joint Water & Sewer Commission must declare the property as surplus. Once declared as surplus, the Director of Procurement will dispose of the property in a manner most beneficial to the JWSC. Typically vehicles and equipment declared surplus will be posted to the GovDeals website.

Recommended Motion

"I make a motion that the Brunswick-Glynn County Joint Water and Sewer Commission approve the above listed items as surplus to be disposed of in a manner most beneficial to the JWSC"



Memorandum

To: BGJWSC Board of Commissioners

From: Todd Kline, P.E.; Director of Engineering

Date: Thursday, March 18, 2021

Re: Adoption of Infrastructure/Acceptance of Easements

Background

The Brunswick Glynn Joint Water & Sewer Commission (BGJWSC) Design & Construction Standards support the acceptance of privately constructed utility systems as public infrastructure when: 1) ownership is consistent with BGJWSC service delivery strategy to extend water and sewer to other potential customers; 2) the BGJWSC system reliability or capacity may be improved or increased; and, 3) dedication of the system is warranted to eliminate or prevent potential environmental damage. To be considered for public ownership and maintenance the system must meet the current design and construction standards of the JWSC, or the design standards at the time of installation, and be inspected to show proper function.

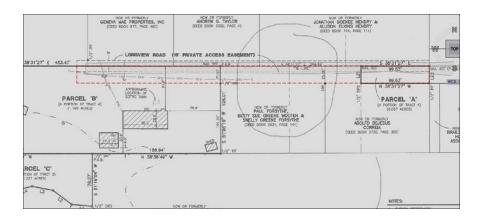
Staff Report

The Owner(s) of Record for the following two (2) projects described within, have submitted legal documents to define and execute the transfer of ownership and/or access easements. The water and sewer systems are expected to be constructed in accordance with applicable standards, and observed for compliance by a BGJWSC Utility Inspector.

1. 500 Block of Longview, St Simons Island – Water and Sewer Utilities Easement

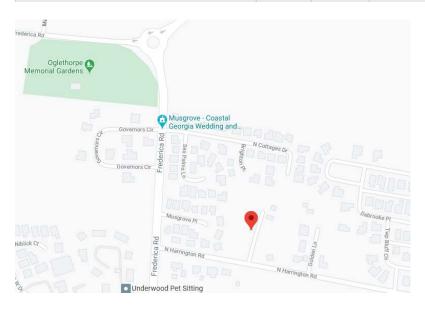
Some residents on the 500 Block of Longview have expressed interest in becoming a JWSC water customer, specifically, 507, 509 and 510 Longview. The resident at 507 has paid Capital Improvement and Operational fees and awaiting JWSC to provide the meter and extend the water line. This installation requires JWSC to obtain a perpetual Easement from 503, 507 and 509 Longview in order to locate, construct, install, and subsequently maintain and repair or replace water or sewer lines.





2. Captains Cove – N. Harrington Lane and Frederica Road, St Simons Island – Dedication & Easement A 33-lot subdivision located at N. Harrington and Frederica Roads serviced by an 8-inch water main and 2-inch pressurized force main. Owner desires to dedicate the infrastructure as public, accompanied by a water/sewer easement.

		Application for Dedication Fair Value			Record Drawing /	
Project	Water	ww	Water	ww	Easement	Final Plat
Captains Cove	2300 l.f.	2500 l.f.	\$137,200	\$57,500	Sewer Only	2/22/2019



Recommended Action

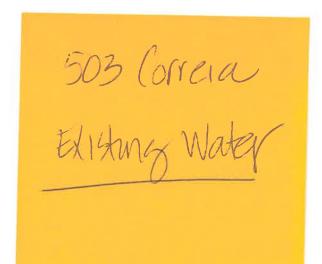
All requirements of the BGJWSC Design & Construction standards and Development Procedures have been met and all related documents submitted. Staff recommends the acceptance of the above described water and sewer infrastructure and/or easements for JWSC ownership, operation and maintenance.

Recommended Motion

"I move that the Brunswick-Glynn Joint Water and Sewer Commission approve the above described easements and dedications of public infrastructure for ownership, operation, and maintenance."

Enclosures

(3) Easements for 503, 507 and 509 Longview – Require BOC Signature Captains Cove Dedication Application – Requires BOC Signature Captains Cove Easement Deed with Exhibits – Requires BOC Signature



(Above the Line Reserved for Cierk Recuraing Data)

Return to: Brunswick-Glynn County Joint Water and Sewer Commission 1703 Gloucester Street Brunswick GA 31520

STATE OF GEORGIA COUNTY OF GLYNN

WATER AND SEWER UTILITIES EASEMENT

WITNESSETH:

For and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto said Grantee, its successors and assigns, a perpetual easement and right to

construct, reconstruct, install, locate, relocate, maintain, repair, replace and use water lines, sanitary sewer lines, valves, manholes, such other lines Grantee deems necessary for water and sewer service, and related equipment and facilities over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

1. Grant of Easement for Utilities:

- a. Grantor hereby transfers and conveys an easement in and to all property described in Exhibit "A" for the location, maintenance, and repair of water lines, sanitary sewer lines, valves, manholes, access roads, ditch or creek crossings and related equipment and facilities (hereinafter referred to as "Water and Sewer Utilities") in the Easement Area.
- b. The grant of this easement includes the right at all times for representatives of Grantee to enter upon said Easement Area for purposes described herein, including the right to cut away and keep clear of Water and Sewer Utilities any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Water and Sewer Utilities or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to herein for the purpose of exercising the rights herein granted; provided, that 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 same. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.
- c. Grantor warrants that no building, shed, mobile home, fence, swimming pool or other such structures, or any crops, trees or large shrubs shall be erected or planted over the Water and Sewer Utilities nor within the boundary of the Easement Area as stated herein; that no other utility shall be permitted within the Easement Area that interferes with the

operation and maintenance of the Water and Sewer Utilities; that no fill material or paving shall be placed within the Easement Area unless permitted in writing by the Grantee; and, that any structure/fill material placed upon, or vegetation planted within the Easement Area in contradiction herein shall be removed at the property owner's expense.

- d. In the event a building or other structure should be erected within the Easement Area, no claim for damages shall be made by Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said Water and Sewer Utilities or their appurtenances, or any accident or mishap that might occur therein or thereto.
- 2. <u>Maintenance</u>: Except as hereinafter provided, that in the event excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement are necessary to the Water and Sewer Utilities, or equipment and facilities, as described above, the Grantee shall, at its expense, perform such work. Provided, however, the Grantee shall not be responsible for full restoration of the Easement Area to match the original condition.
- 3. <u>Limitation of Easement Rights</u>: The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.
- 4. <u>Encumbrances</u>: Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows: which is recorded in the office of the Superior Court real property records of Glynn County in Book at Page and that Grantor is legally qualified and entitled to grant the easement herein with respect to the lands described.

TO HAVE AND TO HOLD the above described water and sewer easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by an means or ways, dispute the perpetual easement right of the Grantee to the use of said easement.

IN WITNESS WHEREOF, the said Grantor has set their hand and affixed their seal of the undersigned and delivered these presents on this the day and year first above written.

> ADOLFO DE JESUS CORREIA Co-Trustee of the Revocable Correia Family Trust dated March 13, 2017

Unofficial Witness

Signed, sealed and delivered on this A day of Reproperd , 2021, and in the presence of:

NOTARY PUBLIC

My Commission ∉xpires: ₫

Co-Trustee of the Revocable Correia Family

Trust dated March 13, 2017

Unofficial Witness

Signed, sealed and delivered on this day of February, 2021, and in the presence of:

My Commission Expires:

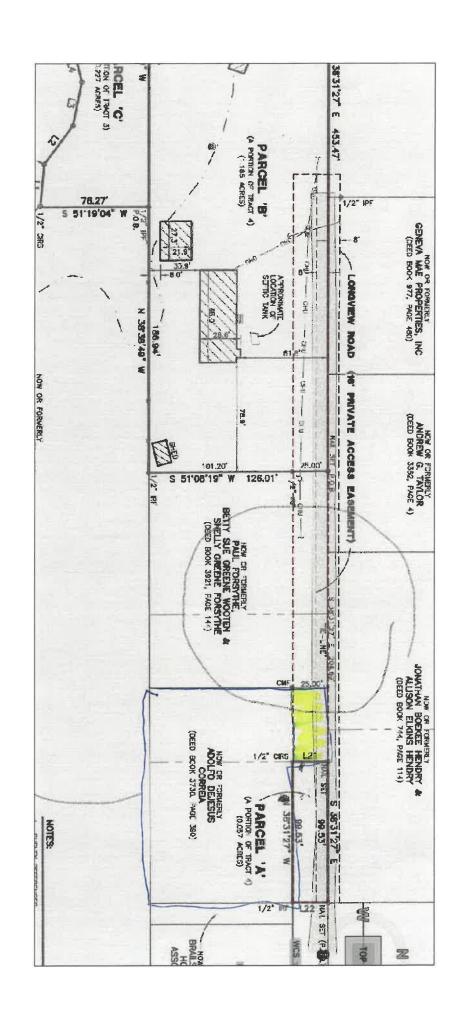
Page 4 of 6

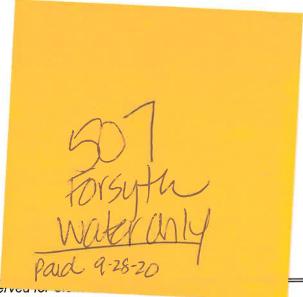
ACCEPTED THIS DAY OF, 2021.	BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION
Ву:	Name: Chairman
Attest to:	Name: Commission Clerk

EXHIBIT "A"

All that tract or parcel of land, lying and being on St. Simons Island in Glynn County, Georgia, 25th G.M.D., and being more particularly described as follows:

Begin at a nail found at the northernmost corner of Parcel 'A' as shown on that certain plat of survey entitled "Boundary Retracement Survey of Parcels A & B, (Portion of Tract 4) and Parcel C, (A Portion of Tract 3) Long View Acres (509 Longview Road)" prepared by Shupe Surveying Company, P.C., certified by Christopher M. Young, Georgia Registered Land Surveyor No. 3356, dated June 3, 2020, recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book 34, Page 489, which nail found set is also a corner of the property currently known by the Glynn County Tax Assessor as Map/Parcel 04-02248 with an address of 503 Longview Road (said Map/Parcel tract currently owned by Grantor herein), with said nail being the POINT OF BEGINNING of the herein conveyed easement, run thence South 51 degrees 30 minutes 00 seconds West 25 feet to a 1/2 capped iron rebar; run thence North 38 degrees 31 minutes 27 seconds West 51 feet, more or less, to a concrete monument found on the northwestern property line of said Map/Parcel tract; run thence along the said northwestern property line in a northeasterly direction 25 feet to northernmost corner of said map/Parcel tract; run thence along the property line of said Map/Parcel tract South 38 degrees 31 minutes 27 seconds East 51 feet, more or less, to the nail set at the Point of Beginning.





(Above the Line Reserved to:

Return to: Brunswick-Glynn County Joint Water and Sewer Commission 1703 Gloucester Street Brunswick GA 31520

STATE OF GEORGIA COUNTY OF GLYNN

WATER AND SEWER UTILITIES EASEMENT

entered into this 25 day of TWOTH, 2021, by and between PAUL FORSYTHE, BETTY SUE GREEN WOOTEN, and SHELLY GREENE FORSYTHE (hereinafter referred to collectively as the "Grantor") and the BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION, a body corporate and politic and a public corporation, established by a Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "Grantee").

WITNESSETH:

For and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto said Grantee, its successors and assigns, a perpetual easement and right to construct, reconstruct, install, locate, relocate, maintain, repair, replace and use water lines,

sanitary sewer lines, valves, manholes, such other lines Grantee deems necessary for water and sewer service, and related equipment and facilities over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

1. Grant of Easement for Utilities:

- a. Grantor hereby transfers and conveys an easement in and to all property described in Exhibit "A" for the location, maintenance, and repair of water lines, sanitary sewer lines, valves, manholes, access roads, ditch or creek crossings and related equipment and facilities (hereinafter referred to as "Water and Sewer Utilities") in the Easement Area.
- b. The grant of this easement includes the right at all times for representatives of Grantee to enter upon said Easement Area for purposes described herein, including the right to cut away and keep clear of Water and Sewer Utilities any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Water and Sewer Utilities or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to herein for the purpose of exercising the rights herein granted; provided, that 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 same. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.
- c. Grantor warrants that no building, shed, mobile home, fence, swimming pool or other such structures, or any crops, trees or large shrubs shall be erected or planted over the Water and Sewer Utilities nor within the boundary of the Easement Area as stated herein; that no other utility shall be permitted within the Easement Area that interferes with the

operation and maintenance of the Water and Sewer Utilities; that no fill material or paving shall be placed within the Easement Area unless permitted in writing by the Grantee; and, that any structure/fill material placed upon, or vegetation planted within the Easement Area in contradiction herein shall be removed at the property owner's expense.

- d. In the event a building or other structure should be erected within the Easement Area, no claim for damages shall be made by Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said Water and Sewer Utilities or their appurtenances, or any accident or mishap that might occur therein or thereto.
- 2. <u>Maintenance</u>: Except as hereinafter provided, that in the event excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement are necessary to the Water and Sewer Utilities, or equipment and facilities, as described above, the Grantee shall, at its expense, perform such work. Provided, however, the Grantee shall not be responsible for full restoration of the Easement Area to match the original condition.
- 3. <u>Limitation of Easement Rights</u>: The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.
- 4. <u>Encumbrances</u>: Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows: which is recorded in the office of the Superior Court real property records of Glynn County in Book at Page and that Grantor is legally qualified and entitled to grant the easement herein with respect to the lands described.

TO HAVE AND TO HOLD the above described water and sewer easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by an means or ways, dispute the perpetual easement right of the Grantee to the use of said easement.

IN WITNESS WHEREOF, the said Grantor has set their hand and affixed their seal of the undersigned and delivered these presents on this the day and year first above written.

PAUL FORSYTHE

Unofficial Witness

Signed, sealed and delivered on this day of ______, 2021,

and in the presence of:

NOTARY PUBLIC

My Commission Expires: 32

BETTY SUE GREENE WOOTEN

Unofficial Witness

Signed, sealed and delivered on this 25th day of January, 2021,

and in the presence of:

NOTARY PUBLIC

My Commission Expires:

3/27/2021

Shelly greene forsythe
SHELLY GREENE FORSYTHE

Unofficial Witness

Signed, sealed and delivered on this 25th day of 2021, and in the presence of:

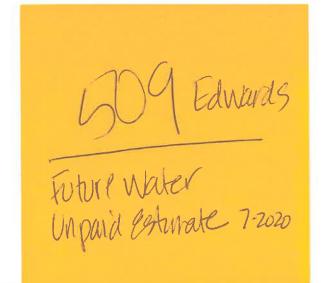
NOTARY PUBLIC My Commission Expires: 3/27

ACCEPTED THIS DAY OF, 2021.	BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION
Ву:	Name: Chairman
Attest to:	Name: Commission Clerk

EXHIBIT "A"

All that tract or parcel of land, lying and being on St. Simons Island in Glynn County, Georgia, 25th G.M.D., and being more particularly described as follows:

Begin at a nail found at the southeast corner of Parcel 'B' as shown on that certain plat of survey entitled "Boundary Retracement Survey of Parcels A & B, (Portion of Tract 4) and Parcel C, (A Portion of Tract 3) Long View Acres (509 Longview Road)" prepared by Shupe Surveying Company, P.C., certified by Christopher M. Young, Georgia Registered Land Surveyor No. 3356, dated June 3, 2020, recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book 34, Page 489, which said nail is also the northern corner of property currently known by the Glynn County Tax Assessor as Map/Parcel 04-02247 with an address of 507 Longview Road (said Map/Parcel tract currently owned by Grantor herein), with said nail being the POINT OF BEGINNING of the herein conveyed easement, run thence along the northeastern property line of said Map/Parcel tract South 38 degrees 31 minutes 27 seconds East 152 feet, more or less, to the southeast corner of said Map/Parcel tract; run thence in a southwesterly direction along the southeastern property line of said Map/Parcel tract 25 feet to a concrete monument found; leaving the southeastern property line, run thence North 38 degrees 31 minutes 27 seconds West 152 feet, more or less, to a 1/2" iron rebar found on the northwestern property line of said Map/Parcel tract; run thence along the said northwestern property line 25 feet to the Point of Beginning.



(Above the Line Reserved for Grerk Recording Data)

Return to: Brunswick-Glynn County Joint Water and Sewer Commission 1703 Gloucester Street Brunswick GA 31520

STATE OF GEORGIA COUNTY OF GLYNN

WATER AND SEWER UTILITIES EASEMENT

entered into this and day of annuary, 2021, by and between 509 LONGVIEW LLC, a Georgia limited liability company, and CHRISTOPHER C. EDWARDS, individually and as Manager of 509 LONGVIEW LLC, of County, Georgia, referred to as the "Grantor") and the BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION, a body corporate and politic and a public corporation, established by a Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "Grantee").

WITNESSETH:

For and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto said Grantee, its successors and assigns, a perpetual easement and right to construct, reconstruct, install, locate, relocate, maintain, repair, replace and use water lines,

sanitary sewer lines, valves, manholes, such other lines Grantee deems necessary for water and sewer service, and related equipment and facilities over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

1. Grant of Easement for Utilities:

- a. Grantor hereby transfers and conveys an easement in and to all property described in Exhibit "A" for the location, maintenance, and repair of water lines, sanitary sewer lines, valves, manholes, access roads, ditch or creek crossings and related equipment and facilities (hereinafter referred to as "Water and Sewer Utilities") in the Easement Area.
- b. The grant of this easement includes the right at all times for representatives of Grantee to enter upon said Easement Area for purposes described herein, including the right to cut away and keep clear of Water and Sewer Utilities any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Water and Sewer Utilities or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to herein for the purpose of exercising the rights herein granted; provided, that 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 same. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.
- c. Grantor warrants that no building, shed, mobile home, fence, swimming pool or other such structures, or any crops, trees or large shrubs shall be erected or planted over the Water and Sewer Utilities nor within the boundary of the Easement Area as stated herein; that no other utility shall be permitted within the Easement Area that interferes with the operation and maintenance of the Water and Sewer Utilities; that no fill material or paving shall

be placed within the Easement Area unless permitted in writing by the Grantee; and, that any structure/fill material placed upon, or vegetation planted within the Easement Area in contradiction herein shall be removed at the property owner's expense.

- d. In the event a building or other structure should be erected within the Easement Area, no claim for damages shall be made by Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said Water and Sewer Utilities or their appurtenances, or any accident or mishap that might occur therein or thereto.
- 2. <u>Maintenance</u>: Except as hereinafter provided, that in the event excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement are necessary to the Water and Sewer Utilities, or equipment and facilities, as described above, the Grantee shall, at its expense, perform such work. Provided, however, the Grantee shall not be responsible for full restoration of the Easement Area to match the original condition.
- 3. <u>Limitation of Easement Rights</u>: The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.
- 4. <u>Encumbrances</u>: Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows: which is recorded in the office of the Superior Court real property records of Glynn County in Book at Page and that Grantor is legally qualified and entitled to grant the easement herein with respect to the lands described.

TO HAVE AND TO HOLD the above described water and sewer easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by an means or ways, dispute the perpetual easement right of the Grantee to the use of said easement.

IN WITNESS WHEREOF, the said Grantor has set their hand and affixed their seal of the undersigned and delivered these presents on this the day and year first above written.

Individually and as Manager of

509 Longview LLC, a Georgia limited

liability company

Unofficial Witness

Signed, sealed and delivered on this day of January, 2021,

and in the presence of:

NOTARY PUBLIC

My Commission Expires:

ACCEPTED THIS DAY OF, 2021.	BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION
Ву:	Name: Chairman
Attest to:	Name:

EXHIBIT "A"

Tract One:

All that tract or parcel of land, lying and being on St. Simons Island in Glynn County, Georgia, 25th G.M.D., and being more particularly described as follows:

Begin at a nail found at the easternmost corner of Parcel 'A' as shown on that certain plat of survey entitled "Boundary Retracement Survey of Parcels A & B, (Portion of Tract 4) and Parcel C, (A Portion of Tract 3) Long View Acres (509 Longview Road)" prepared by Shupe Surveying Company, P.C., certified by Christopher M. Young, Georgia Registered Land Surveyor No. 3356, dated June 3, 2020, recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book 34, Page 489, with said nail being the POINT OF BEGINNING of the herein conveyed easement, run thence South 51 degrees 31 minutes 00 seconds West 25 feet to a ½ iron rebar found; run thence North 38 degrees 31 minutes 27 seconds West 99.53 feet to a ½" capped iron rebar found; run thence North 51 degrees 30 minutes 00 seconds East 25 feet to a nail found; run thence South 38 degrees 31 minutes 27 seconds East 99.53 feet to the nail set at the Point of Beginning.

Tract Two:

All that tract or parcel of land, lying and being on St. Simons Island in Glynn County, Georgia, 25th G.M.D., and being more particularly described as follows:

Begin at a nail found at the southeast corner of Parcel 'B' as shown on that certain plat of survey entitled "Boundary Retracement Survey of Parcels A & B, (Portion of Tract 4) and Parcel C, (A Portion of Tract 3) Long View Acres (509 Longview Road)" prepared by Shupe Surveying Company, P.C., certified by Christopher M. Young, Georgia Registered Land Surveyor No. 3356, dated June 3, 2020, recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book 34, Page 489, with said nail being the POINT OF BEGINNING of the herein conveyed easement, run thence along the northeastern line of said Parcel 'B' North 38 degrees 31 minutes 27 seconds West 210 feet, more or less, to the end of "Longview Road (16" private access easement)" as shown on said plat; run thence South 51 degrees 08 minutes 19 seconds West 25 feet to a point; run thence South 38 degrees 31 minutes 27 seconds East 210 feet, more or less, to a ½" iron rebar found on the southeastern line of said Parcel 'B'; run thence along the southeastern line of said Parcel 'B' North 51 degrees 08 minutes 19 seconds East 25 feet to the Point of Beginning.



Brunswick-Glynn County Joint Water & Sewer Commission 1703 Gloucester Street ~ Brunswick, Georgia 31520 ~ 912.261.7126 www.bgjwsc.org/departments/planning-and-construction/



Application for Dedication of Water/Wastewater Systems

Part A: Statement of Intention

Having completed the installatio	n of the water/wastewater system for the property tract or
subdivision heretofore known as	CAPTAINS COVE ; the current
	Project Name , the Current
Owner(s) of the system, being	MORTGAGE OF AMERICA , located Developer/Owner Name
atAddress of Legal Service	, GA 31545, is desirous of dedicating the constructed
utility system(s) for ownership, operation operate such system(s) within this jurisdi with this intention.	n and maintenance to the appropriate public entity licensed and permitted to ictional area. This Application and requested information is being submitted
Part B: Recognition and Acceptance of V	<u>Varranties</u>
correcting any and all system defects tha period of two (2) years from the written This warranty covers materials and work	ter/wastewater system does hereby recognize and accept the responsibility for a fit may occur or be found during the operation of the system by the JWSC for a date of acceptance by the governmental body to which the system is dedicated manship items, as well as those components of the infrastructure damaged by ay cause damage to the water/wastewater system as herein accepted, ng from the sole negligence of the JWSC.
Part C: Confirmation of Compliance of V	Vater/Wastewater Documentation
The Owner/Developer of this wa appropriate utility easements and/or dea	iter/wastewater system does hereby warrant that the Record Drawings and all eds have been provided to the JWSC.
Part D: Fair Value (Cost Basis) of Dedicar	ted System (To be completed by Engineer)
The Fair Value (Cost Basis) of the constructed, is estimated to be \$137,2	e installed water system, which is approximately linear feet as 200.00 linear feet as
The Fair Value (Cost Basis) of the feet, is estimated to be \$	e installed sanitary sewer system, which is approximately 2,500 linear
The Fair Value (Cost Basis) of the minute @ <u>NA</u> feet Total Dynamic Hea	e installed wastewater lift station, which design capacity is $\frac{NA}{}$ gallons per d, is estimated to be \$ $\frac{NA}{}$.
The Fair Value (Cost Basis) of the minute @ <u>NA</u> feet Total Dynamic Hea	e installed potable water well, which design capacity is <u>NA</u> gallons per d, is estimated to be \$ <u>NA</u> .

Engineer's Certification

The information cited in Part "D" of this application is based on my professional evaluation of the costs of materials and installation of the water/wastewater system(s) as constructed in accordance with the approved standards and specifications for this project; and I do hereby certify, to the best of my knowledge and belief, that these amounts as provided are an accurate representation of this systems Fair Value on a Cost Basis as of the date of this Application, Engineer: N. John Hunkele, Jr., P.E. Georgia P.E. Registration # 011257 (SEAL) Part E: Owner/Developer Certification **MORTGAGE OF AMERICA** I/We. do hereby certify that all application Owner/Developer information herein provided on the aforementioned water/wastawater development project is true and accurate to the best of my/our knowledge and belief. IN WITNESS WHEREOF, the hand and seal of the Owner/Developer has hereunto been set this 20 Huday of [INSERT NAME OF GRANTOR] ATTEST: (CORPORATE SEAL)

MOTARY PUBLIC My Commission Expires: <u>(4/21/2020</u>

Signed, sealed and delivered on this day of <u>February</u>, 20

ACCEPTED BY BRUNSWICK GLYNN JOINT WATER & SEWER COMMISSION

Date Accepted (Commission Meeting):	
Printed Name of Chairman:	
Signature of Chairman:	Date Signed (mm/dd/yyyy):



RETURN TO: Brunswick Glynn County Joint Water and Sewer 1703 Gloucester St. Brunswick, GA 31521

STATE OF GEORGIA COUNTY OF GLYNN

WATER AND SEWER ACCESS AND **UTILITIES EASEMENT**

This Easement, made and entered into this 9th day of Morel, 2021, by and between MORTGAGE OF AMERICA LENDERS, LLC, Georgia Limited Liability Company, as party of the First Part (hereinafter referred to as "Grantor") to BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION, a body corporate and politic and a public corporation, established by a Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "Grantee").

WITNESSETH:

For and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto said Grantee, its successors and assigns, a temporary, non-exclusive access easement and right to construct, reconstruct, install, locate and relocate, maintain, repair, replace and use water and sewer lines, valves, manholes, such other lines Grantee deems necessary for water and sewer utilities service, and related facilities over, across and through a portion of the Grantor's property (the Easement Area"), described as follows:

WHEREAS, Grantor owns certain real property situate, lying and being in Glynn County, Georgia and being located in that certain subdivision therein known as CAPTAIN'S COVE, PHASE I and II, by M. Jerry Tomberlin, and certified by M. Jerry

Tomberlin, Jr., GRLS No.	2942, dated March 21, 2018, entitled CAPTAIN'S COVE
PHASE I and II, G. M. D.	25, Glynn County, Georgia, and recorded in Plat Book
, Page,	, in the office of the Clerk of Superior Court, Glynn County,
Georgia.	

WHEREAS, Grantor desires to convey certain drainage, utility and access easements to Grantee and to forever dedicate same to the public for public purposes.

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 does hereby grant and convey unto said Grantee, its successors and assigns, a temporary, non-exclusive access easement and right to construct, reconstruct, install, locate and relocate, maintain, repair, replace water lines, and sewer lines, and use drainage lines, valves, manholes, such other lines Grantee deems necessary for water and sewer utilities service, and related facilities over, across and through a portion of the Grantor's property (the Easement Area), described as follows:

7.5 FOOT UTILITY EASEMENT: ALSO KNOWN AS SEWER EASEMENT "G"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A 7.5-FOOT SEWER EASEMENT OVER A PORTION OF LOT 33, CAPTAIN'S COVE, PHASE I & II, ST. SIMONS ISLAND, 25th G.M.D., GLYNN COUNTY, GEORGIA (ACCORDING TO SURVEY BY M. JERRY TOMBERLIN, JR. DATED MARCH 04, 2019) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 33, SAID POINT BEING ON A SOUTHERLY RIGHT-OF-WAY LINE OF CAPTAIN'S COVE WAY (A 40' RIGHT-OF-WAY (ACCORDING TO AFOREMENTIONED SURVEY OF CAPTAIN'S COVE) AND RUN SOUTH 81°-21'-45" EAST ALONG THE LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 28.18 FEET TO A POINT OF CURVATURE FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A SOUTHEASTERLY DIRECTION. 83.81 FEET ALONG THE ARC OF A CURVE IN A SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE LAST MENTIONED CAPTAIN'S COVE WAY, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $37^{\circ}-42^{\circ}-32^{\circ}$ EAST FOR 75.93 FEET TO A POINT OF TANGENCY; RUN THENCE NORTH $84^{\circ}-07'-14''$ WEST, A DISTANCE OF 7.50 FEET TO A POINT; RUN THENCE IN A NORTHWESTERLY DIRECTION, 72.37 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 47.49 FEET, A CHORD BEARING AND DISTANCE OF NORTH 37°-46'-28" WEST FOR 65.57 FEET TO A POINT; RUN THENCE NORTH 08°-34'-19" EAST, A DISTANCE OF 7.50 TO THE POINT OF BEGINNING. THE LAND THUS DESCRIBED CONTAINS 0.013 ACRES.

25 FOOT UTILITY EASEMENT: ALSO KNOWN AS SEWER EASEMENT "F"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A 25-FOOT SEWER EASEMENT OVER A PORTION OF A COMMON AREA OF CAPTAIN'S COVE, PHASE I & II, ST. SIMONS ISLAND, 25th G.M.D., GLYNN COUNTY, GEORGIA (ACCORDING TO SURVEY BY M. JERRY TOMBERLIN, JR. DATED MARCH 04, 2019) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF LOT 30 OF THE AFOREMENTIONED CAPTAIN'S COVE, SAID POINT BEING ON A CURVED PORTION OF A WESTERLY RIGHT-OF-WAY LINE OF CAPTAIN'S COVE WAY AND RUN IN A SOUTHERLY DIRECTION, 26.58 FEET ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 06°-35'-38" EAST FOR 26.27 FEET TO A POINT; RUN THENCE NORTH 81°-25'-41" WEST, A DISTANCE OF 58.72 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF FREDERICA ROAD (A 50' RIGHT-OF-WAY ACCORDING TO THE AFOREMENTIONED SURVEY OF CAPTAIN'S COVE); RUN THENCE NORTH 00°-51'-49" EAST ALONG LAST MENTIONED PROPOSED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.23 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 30, CAPTAIN'S COVE; RUN THENCE SOUTH 81°-21'-45" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LOT 30, A DISTANCE OF 55.29 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.032 ACRES.

a. Access Easement:

Grantor hereby conveys a non-exclusive easement for access over the below described property:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A 40-FOOT RIGHT-OF-WAY OVER CAPTAIN'S COVE, PHASE I & II, ST. SIMONS ISLAND, 25th G.M.D., GLYNN COUNTY, GEORGIA (ACCORDING TO SURVEY BY M. JERRY TOMBERLIN, JR. DATED MARCH 04, 2019) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH HARRINGTON ROAD (A 60' RIGHT-OF-WAY ACCORDING TO THE AFOREMENTIONED SURVEY OF CAPTAIN'S COVE) INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF CAPTAIN'S COVE WAY (A 40' RIGHT-OF-WAY (ACCORDING TO AFOREMENTIONED SURVEY OF CAPTAIN'S COVE) AND RUN SOUTH 03°-15'-33" WEST ALONG THE LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 723.65 FEET TO A POINT; RUN THENCE SOUTH 00°-59'-35" WEST, A DISTANCE OF 482.93 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION, 103.35 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 140.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $22^{\circ}-08'-28"$ WEST FOR 101.02 FEET TO A POINT OF REVERSE CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION, 29.70 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 09°-15'-51" WEST FOR 27.98 FEET TO A POINT OF TANGENCY; RUN THENCE SOUTH 24°-45'-34" EAST, A DISTANCE OF 12.40 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION, 49.35 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 53°-01'-52" EAST FOR 47.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VILLAGER COURT (A 40' RIGHT-OF-WAY ACCORDING TO PLAT RECORDED IN P.C. 2, PG. 23 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 81°-18'-11" WEST ALONG THE LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE AND A SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED CAPTAIN'S COVE WAY, A DISTANCE OF 197.24 FEET TO THE NORTHWEST TERMINUS POINT OF AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF VILLAGER COURT AND THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF JAMES M. WILSON (ACCORDING TO DEED RECORDED IN D.B. 3967, PG. 288 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH $81^{\circ}-42'-07''$ WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 204.84 FEET TO THE NORTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF CATHERINE WING (ACCORDING TO DEED RECORDED IN D.B. 3159, PG. 412 OF THE PUBLIC RECORDS OF SAID COUNTY), AND THE SOUTHEAST CORNER OF SPANISH OAKS SUBDIVISION (ACCORDING TO PLAT RECORDED IN P.D. 23, PG. 188 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 02°-30'-04" EAST.

ALONG THE EASTERLY LINE OF SAID SPANISH OAKS SUBDIVISION, A DISTANCE OF 299.97 FEET TO THE NORTHEAST THEREOF AND THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OF ROY J. BYRD (ACCORDING TO DEED RECORDED IN D.B. 2677, PG. 213 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 05°-53'-18" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 38.43 FEET TO THE NORTHEAST CORNER THEREOF AND THE SOUTHEAST CORNER OF LOT 33, CAPTAIN'S COVE; RUN THENCE NORTH 05°-56'-42" EAST, A DISTANCE OF 28.05 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION, 83.81 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 37°-42'-32" WEST FOR 75.93 FEET TO A POINT OF TANGENCY; RUN THENCE NORTH 81°-21'-45" WEST, A DISTANCE OF 146.88 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION, 19.25 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 71°-03'-45" WEST FOR 18.52 FEET TO A POINT OF REVERSE CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION, 253.33 FEET ALONG THE ARC OF A CURVE FORMING A CUL-DE-SAC, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 08°-38'-15" EAST FOR 57.14 FEET TO A POINT OF REVERSE CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION, 19.25 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 53°-47'-15" EAST FOR 18.52 FEET TO A POINT OF TANGENCY; RUN THENCE SOUTH 81°-21'-45" EAST, A DISTANCE OF 146.88 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION, 144.76 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 37°-42'-31" WEST FOR 131.16 FEET TO A POINT OF TANGENCY; RUN THENCE SOUTH 05°-56'-42" WEST, A DISTANCE OF 64.64 FEET TO A POINT; RUN THENCE SOUTH 02°-30'-04" WEST, A DISTANCE OF 190.96 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION, 117.57 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND

HAVING A RADIUS OF 80.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 39°-36'-01" EAST FOR 107.27 FEET TO A POINT OF TANGENCY; RUN THENCE SOUTH 81°-42'-07" EAST, A DISTANCE OF 131.09 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION, 169.83 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 49°-38'-43" EAST FOR 150.14 FEET TO A POINT OF TANGENCY; RUN THENCE NORTH 00°-59'-35" EAST, A DISTANCE OF 483.72 FEET TO A POINT; RUN THENCE NORTH 03°-15'-53" EAST, A DISTANCE OF 728.90 FEET TO A POINT WHERE THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTH HARRINGTON ROAD; RUN THENCE SOUTH 80°-23'-05" EAST ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.25 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.331 ACRES.

b. The grant of this easement includes the right at all times for representatives of Grantee to access and to enter upon said Easement Area for purposes described herein, including the right to cut away and keep clear of Utilities any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Utilities or their appurtenances, or interfere with their property operation or maintenance the right of ingress to and egress from the Easement Area across the land referred to herein for the purpose of exercising the rights herein granted; provided, that 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 same. Provided, however, that Grantee shall not have any obligation or duty to repair, maintain, or replace any utilities installed by Grantor. Grantee shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

- c. Grantor warrants that no building, shed, mobile home, fence, swimming pool or other such structures, or any crops, trees or large shrubs shall be erected or planted over Utilities nor within the boundary of the Easement Area as stated herein; that no other utility shall be permitted within the Easement Area that interferes with the operation and maintenance of the Utilities; that no fill material or paving shall be placed within the Easement Area unless permitted in writing by the Grantee; and, that any structure/fill material placed upon, or vegetation planted within the Easement Area in contradiction herein shall be removed at the property owner's expenses.
- d. In the event a building or other structure should be erected within the Easement Area, no claim for damages shall be made by Grantor, its successors and assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said Utilities or their appurtenances, or any accident or mishap that might occur therein or thereto.
- 2. <u>Maintenance</u>: Except as hereinafter provided, that in the event excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement are necessary to the Utilities, or equipment and facilities and drainage, as described above, the Grantee shall, at its expense, perform such work. Provided, however, the Grantee shall not be responsible for full restoration of the Easement Area to match the original condition.
- 3. <u>Limitation of Easement Rights:</u> The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.

4. <u>Encumbrances:</u> Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows:

None

5. Other Special Terms: None

TO HAVE AND TO HOLD the above described utility easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by an means or ways, dispute the perpetual easement right of the Grantor to the use of said easement.

IN WITNESS WHEREOF, the said Grantors have set their hands and affixed their seals, on the day and year first above written.

MORTGAGE OF AMERICA LENDERS, LLC

BY: Elizalt Thin	(LS)
Its: Pressly	_

Signed, sealed and delivered on the 9th day of March, 2021,

Unofficial Witness

Notary Public

County of Whyne
State of Georgia

My Commission expires: 6/22/2004

Comm Sto

ACCEPTED BY BRUNSWICK GLYNN JOINT WATER & SEWER COMMISSION

Date Accepted (Commission Meeting):	
Printed Name of Chairman:	
Signature of Chairman:	Date Signed (mm/dd/yyyy):

MAP TO SHOW SKETCH OF

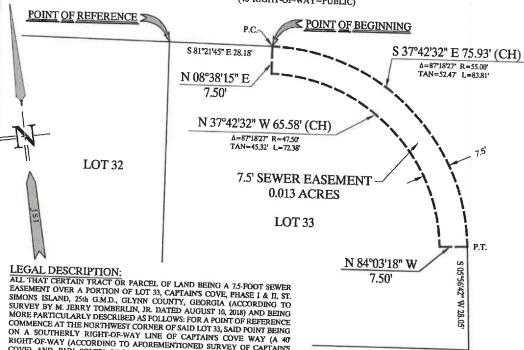
A 7.5' SEWER EASEMENT OVER A PORTION OF LOT 33, CAPTAIN'S COVE, PHASE I & 11, ST. SIMONS ISLAND, 25th G.M.D., GLYNN COUNTY, GEORGIA

FOR: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION

(THE PURPOSE OF THIS SKETCH IS FOR FOLLOWING A LEGAL DESCRIPTION)

CAPTAIN'S COVE WAY

(40' RIGHT-OF-WAY~PUBLIC)



ON A SOUTHERLY RIGHT-OF-WAY LINE OF CAPTAIN'S COVE WAY (A 40' RIGHT-OF-WAY (ACCORDING TO AFOREMENTIONED SURVEY OF CAPTAIN'S COVE) AND RUN SOUTH 81°-21'-45' EAST ALONG THE LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 28.18 FEET TO A POINT OF CURVATURE FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A SOUTHEASTERLY DIRECTION, 83.81 FEET ALONG THE ARC OF A CURVE IN A SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE LAST MENTIONED CAPTAINS COVE WAY, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING

COVE WAY, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 37"-42"-32" EAST FOR 75.93 FEET TO A POINT OF TANGENCY; RUN THENCE NORTH 84"-03"-18" WEST, A DISTANCE OF 7.50 FEET TO A POINT; RUN THENCE IN A NORTHWESTERLY DIRECTION, 72.38 FEET ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 47.50 FEET, A CHORD BEARING AND DISTANCE OF NORTH 37"-42"-32" WEST FOR 65.58 FEET TO A POINT; RUN THENCE NORTH 08"-38"-15" EAST, A DISTANCE OF 7.50 TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.013 ACRES.

NOTES:

- BEARINGS SHOWN HEREON REFER TO THE BEARINGS SHOWN ON SURVEY BY M. JERRY TOMBERLIN, JR., DATED AUGUST 10, 2018, TITLED, "CAPTAIN'S COVE, PHASE I & II", ST. SIMONS ISLAND, 25th G.M.D., GLYNN COUNTY, GEORGIA
- THIS SKETCH WAS DONE WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
- THERE MAY EXIST ADDITIONAL RESTRICTIONS AFFECTING THE SUBJECT PROPERTY THAT ARE NOT KNOWN TO JACKSON SURVEYING, INC.



DAVID E. DOWDY GA. PROFESSIONAL SURVEYOR No. 3395

DATE OF SKETCH: FEBRUARY 15, 2019

20' 10 20 40 GRAPHIC SCALE: 1" = 20'

I HEREBY CERTIFY: THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE BOARD 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 MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 38,400 FEET.



JACKSON SURVEYING, INC.

Surveyors and Land Planners LSF001244

3528 DARIEN HIGHWAY, SUITE 217 BRUNSWICK, GEORGIA 31525

Ofc. (912) 265-3856 Fax. (912) 265-9509

email: info@brunswicksurveyor.com

DWN. BY: DED

DWG. NO. A0287 02-00-19

CKD. BY: KJ

J2195.dwg, 2/15/2019 10:27:59 AM, 1:1

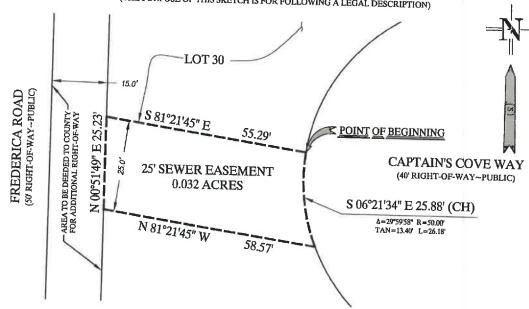
MAP TO SHOW SKETCH OF

A 25' SEWER EASEMENT OVER A PORTION OF A COMMON AREA,

CAPTAIN'S COVE, PHASE I & II, ST. SIMONS ISLAND, 25th G.M.D., GLYNN COUNTY, GEORGIA

FOR: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION

(THE PURPOSE OF THIS SKETCH IS FOR FOLLOWING A LEGAL DESCRIPTION)



LEGAL DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A 25-FOOT SEWER EASEMENT OVER A PORTION OF A COMMON AREA OF CAPTAINS COVE, PHASE I & II, ST. SIMONS ISLAND, 25th G.M.D., GLYNN COUNTY, GEORGIA (ACCORDING TO SURVEY BY M. JERRY TOMBERLIN, JR. DATED AUGUST 10, 2018) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF LOT 30 OF THE AFOREMENTIONED CAPTAIN'S COVE, SAID POINT BEING ON A CURVED PORTION OF A WESTERLY RIGHT-OF-WAY LINE OF CAPTAIN'S COVE WAY AND RUN IN A SOUTHERLY DIRECTION, 26.18 FEET ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 66.2°1-34° BEST FOR 25.88 FEET TO A POINT; RUN THENCE NORTH 81'-21'-45° WEST, A DISTANCE OF 58.57 FEET TO A POINT ON THE PROPOSED EASTERLY, RIGHT-OF-WAY LINE OF FREDERICA ROAD (A 50° NIGHT-OF-WAY ACCORDING TO THE AFOREMENTIONED SURVEY OF CAPTAIN'S COVE; RUN THENCE NORTH 60°-51'-49° BAST ALONG LAST MENTIONED PROPOSED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 52.23 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 30, CAPTAIN'S COVE; RUN THENCE SOUTH 81°-21'-45° EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LOT 30, A DISTANCE OF 55.29 FEET TO THE POINT OF BEGINNING. TO THE POINT OF BEGINNING.
THE LAND THUS DESCRIBED CONTAINS 0.032 ACRES.

NOTES:

- BEARINGS SHOWN HEREON REFER TO THE BEARINGS SHOWN ON SURVEY BY M. JERRY TOMBERLIN, JR., DATED AUGUST 10, 2018, TITLED, "CAFTAIN'S COVE, PHASE I & II", ST. SIMONS ISLAND, 25th G.M.D., GLYNN COUNTY, GEORGIA
- THIS SKETCH WAS DONE WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
- THERE MAY EXIST ADDITIONAL RESTRICTIONS AFFECTING THE SUBJECT PROPERTY THAT ARE NOT KNOWN TO JACKSON SURVEYING, INC.



DAVID E. DOWDY GA. PROFESSIONAL SURVEYOR No. 3395

DATE OF SKETCH: FEBRUARY 15, 2019

20 10 O' 10 20' 40 GRAPHIC SCALE:

I HEREBY CERTIFY: THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE BOARD 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 MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 39,200 FEET.



JACKSON SURVEYING, INC.

Surveyors and Land Planners LSF001244

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DWN. BY: DED

DWG. NO. A0286 02-00-19

CKD. BY: PJ