
Space Above This Line for Recorder's Use

After recording return to:

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

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

PERMANENT EASEMENT FOR WATER, SEWER AND ACCESS

THIS PERMANENT SEWER EASEMENT ("Easement") is made as of the ____ day of August, 2023 by and between **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia, and **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** ("Grantor") and **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (together with its successors and assigns, "Grantee").

WITNESSETH:

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

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

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

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

WHEREAS, Grantor and Grantee have entered into that certain Sewer Service Agreement between Effingham County and Bryan County as of _____, 2023 (“Sewer Service Agreement”), relating to the grant of certain sewer capacity and related rights for the Project;

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

Article 1 Definitions

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

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

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

1.4 “Water/Sewer Facilities”, “Utilities Facilities”, or “Water, Sewer” shall mean and refer to collectively, the water, sewer, reuse water and wastewater infrastructure and equipment, manholes, sampling stations, fire hydrants, utility piping and equipment useful for such purposes and other water and sewer infrastructure, to be constructed within the Permanent Easement Area and operated and maintained by the Grantee.

1.4 “Easement Plat” shall mean and refer to that plat entitled “Exhibit A Bryan County I-16 Regional Sewer Improvements Project”, prepared by Thomas & Hutton, Sheet 4 of 6, attached hereto as Exhibit “B” and incorporated and made a part hereof by such reference.

Article 2 Grant of Easements

2.1 Grantor hereby grants and conveys unto the County, its agents, employees and contractors (collectively, the “Grantee Agents”), a temporary non-exclusive access and construction easement (the

“Temporary Construction Easement”) for the purpose of installing and constructing the Water/Sewer Facilities, and access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area. Upon the earlier of (a) two (2) years from the date of this Agreement or (b) completion and final acceptance of the initial Water/Sewer Facilities by the Grantee, the Temporary Construction Easement shall automatically terminate. Grantee will provide written notice to Grantor upon completion and final acceptance as set forth in subsection (b) above. If Grantee needs additional time beyond two (2) years from the date of this Agreement, Grantee shall request such additional time from Grantor, and Grantor will promptly provide such additional time, at no additional cost to Grantee, so long as the request is reasonably necessary to complete the installation and construction of the Water/Sewer Facilities as described herein.

2.2 Grantor hereby grants and conveys unto the Grantee, the Grantee Agents and the Grantee’s successors and assigns, a perpetual exclusive access and utility easement (the “Required Permanent Water, Sewer, and Access Easement”) for the purpose of utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving the Water/Sewer Facilities, and for access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area.

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

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

2.5 Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Permanent Easement Area by any person, which removal is necessary for the Grantee’s use of the Easement Area; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same condition as existed before such disturbance of the surface area; and, further provided that, if the affected area within the Permanent Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Permanent Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor’s grant of rights herein.

2.6 Grantee and Grantee's Agents shall not disturb the existing water tower owned and maintained by Grantor on the Property, any existing or current utility connections to the water tower on the Property, or the security fence surrounding the water tower on the Property. No rights granted in the Temporary Construction Easement Area or the Permanent Easement Area shall disrupt, limit, prevent or hinder Grantor's use of the Property for purposes of maintenance and operation of the water tower on the Property. No areas of the Property outside the Temporary Construction Easement Area or the Permanent Easement Area shall be used for storage or staging of materials and equipment, ingress/egress or access.

2.7 Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Permanent Easement Area, which removal is necessary for the purposes and uses set forth herein and as necessary for the Grantee's use of the Permanent Easement Area; provided, however, that the Grantee shall minimize any such clearing and removal of existing trees and natural areas and wetlands located in the Permanent Easement Area; and further shall restore all disturbed areas existing in the Permanent Easement Area to the same condition, cut and contour as existed immediately before such disturbance in compliance with federal, state and local requirements. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Permanent Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor's grant of rights herein.

2.8 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Permanent Easement Area or the Temporary Easement Area, but merely grants the rights, privileges and easement rights herein above set out. No rights granted in this Sewer Easement or in the Permanent Easement Area can be assigned to any party without the express consent of Grantor.

[Signatures on next page]

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

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTOR:

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

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTEE:

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

By: _____

Name: _____

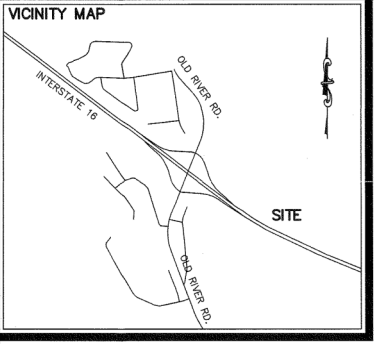
Title: _____

Attest: _____

Name: _____

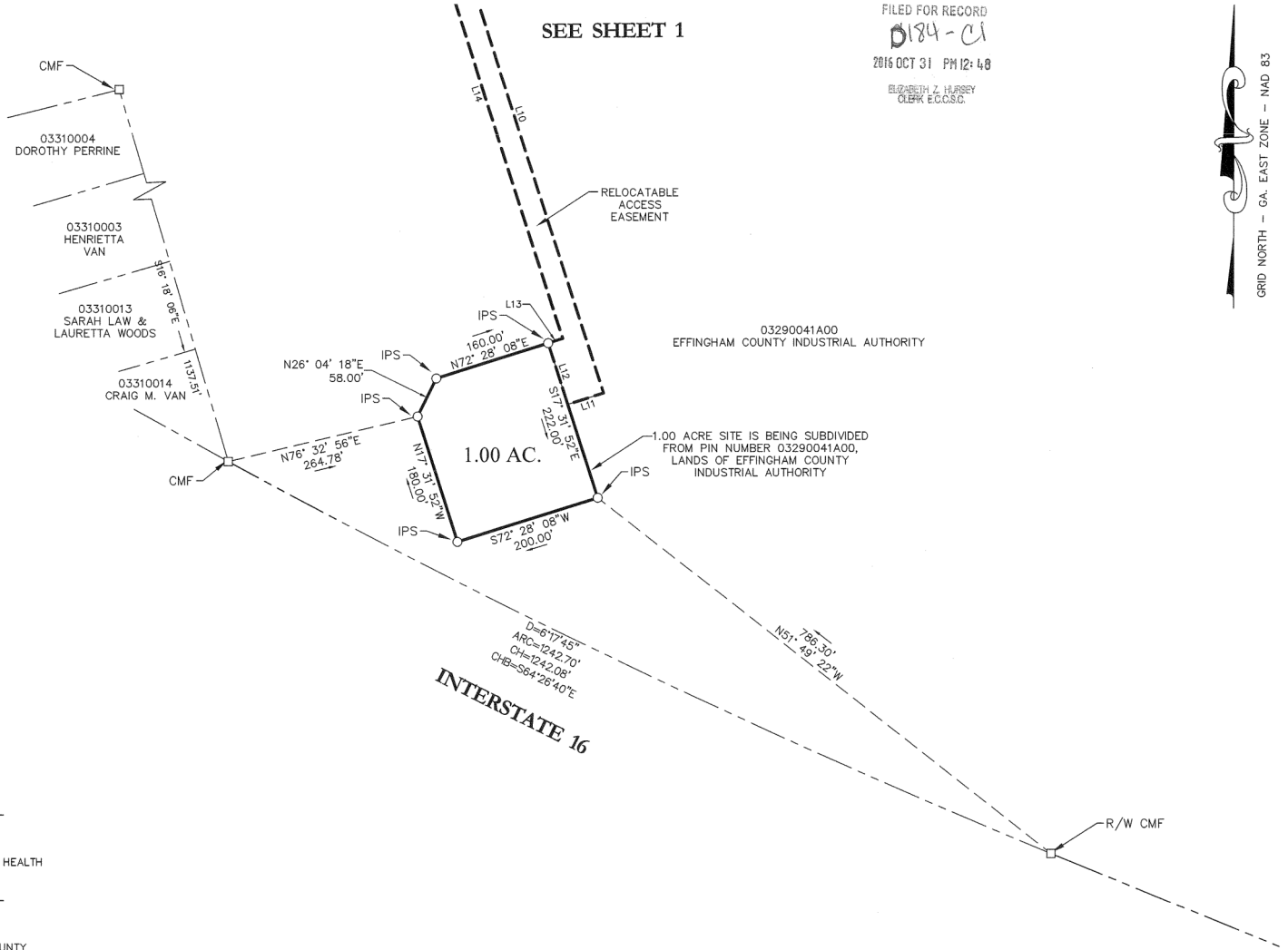
Title: _____

Exhibit "A"



REFERENCES:
1. PLAT CABINET C97 PAGE A1

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



APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.

 ZONING ADMINISTRATOR 07/29/16 DATE

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION.

 DIRECTOR 7-29-16 DATE

I THE UNDERSIGNED AS REPRESENTATIVE OF EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, AGREE TO THE RECORDING OF THIS PLAT.

 JOHN HENRY, ECIDA CEO 8/2/16 DATE

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

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

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

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

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

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



Exhibit "B"

LEGEND

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

HATCH PATTERN LEGEND

- [Hatched Pattern] ASPHALT PAVEMENT
- [Hatched Pattern] CONCRETE PAVEMENT
- [Hatched Pattern] GRAVEL/EARTH DRIVE

LINE-TYPE LEGEND (UTILITIES)

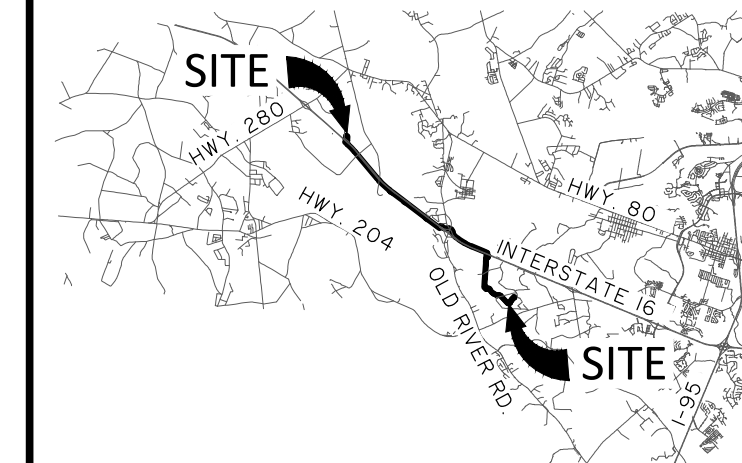
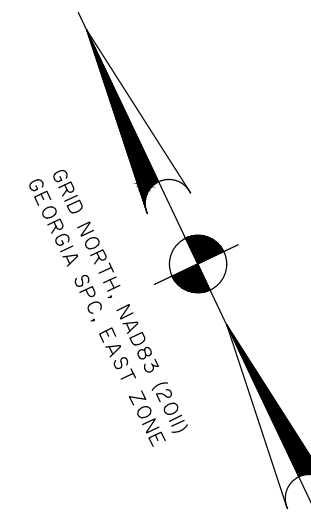
- UTL --- UTL --- UNDERGROUND TELEPHONE LINE
- GAS --- GAS --- UNDERGROUND NATURAL GAS LINE
- OHP --- OHP --- OVERHEAD POWER LINE
- UGP --- UGP --- UNDERGROUND POWER LINE
- FM --- FM --- SANITARY SEWER FORCE MAIN
- SS --- SS --- SANITARY SEWER LINE
- W --- W --- STORM DRAINAGE LINE
- W --- W --- WATER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

LINE-TYPE LEGEND (BOUNDARIES)

- ADJOINER PROPERTY LINE

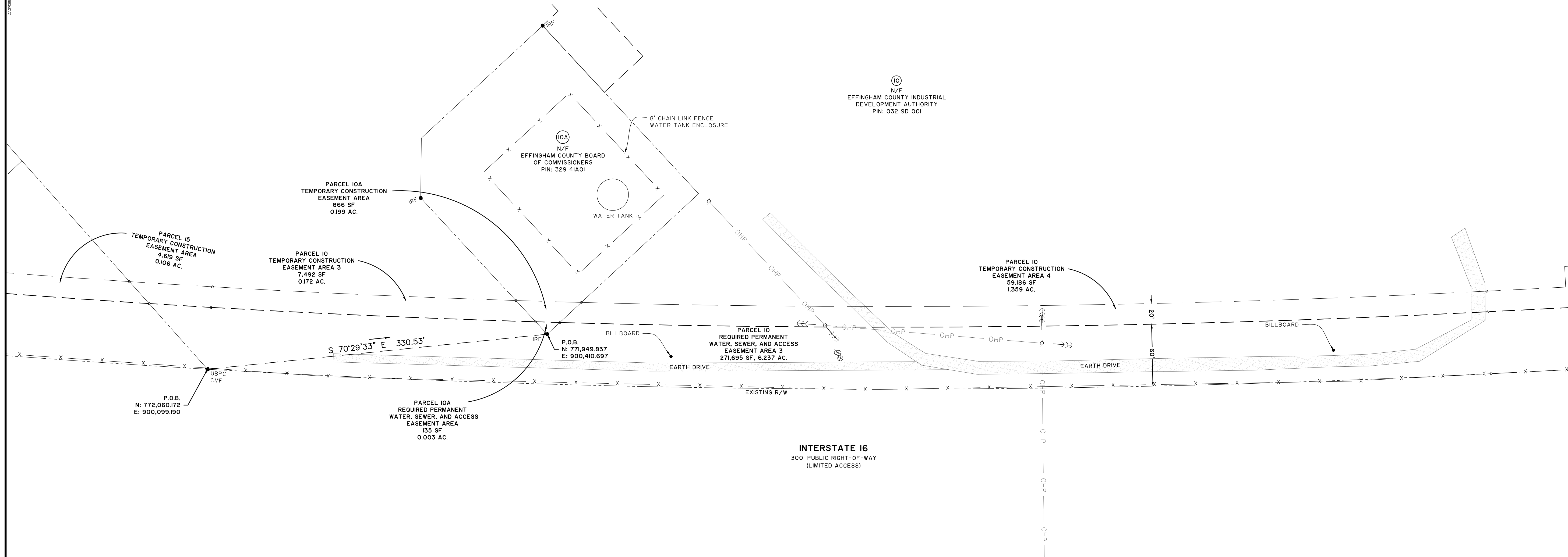
LINE-TYPE LEGEND (PLANIMETRICS)

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



VICINITY MAP not to scale

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INTERSTATE 16
300' PUBLIC RIGHT-OF-WAY
(LIMITED ACCESS)

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

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

ACREAGE TABLE - TEMPORARY CONSTRUCTION EASEMENT

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

EXHIBIT A
BRYAN COUNTY
I-16 REGIONAL SEWER
IMPROVEMENTS
PROJECT

EFFINGHAM COUNTY, GEORGIA

prepared for
BRYAN COUNTY BOARD
OF COMMISSIONERS



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

