

Record and return to:  
The Newberry Law Firm, P.C.  
Post Office Box 790  
Springfield, GA 31329

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (hereinafter referred to as “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between Drayton Parker Companies, LLC (hereinafter referred to as “Drayton Parker”) and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “Effingham County”).

WITNESSETH:

WHEREAS, Drayton Parker owns certain real property known as Tax Parcel No. 03260017C00 located on Highway 17 South, Guyton, Georgia and further described in Deed Book 2750, Page 342 in the records of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as “Drayton Parker Property”); and

WHEREAS, Drayton Parker and Effingham County desire to enter into this Agreement granting Effingham County the right to store construction material and equipment in the area shown on that certain sketch or plat attached hereto as Exhibit “A” and made a part hereof by this reference (hereinafter referred to as “Temporary Easement Property”); and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the execution and delivery of these presents, the above-mentioned recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do covenant and agree as follows:

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.
2. **Temporary Construction Easement.**
  - a. **Grant.** Drayton Parker does hereby grant, bargain, and convey unto Effingham County, its successors and assigns, and creates and establishes for the benefit of Effingham County and its successors and assigns, a temporary construction easement across the Temporary Easement Property as shown on that certain

sketch or plat attached hereto as Exhibit "A" (hereinafter referred to as the "Temporary Construction Easement").

**Nature and Purpose.** The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Effingham County's use to do all things reasonably necessary to construct and install the utility project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles (the "TCE Improvements"). Upon expiration of the Temporary Construction Easement, Effingham County, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Effingham County's use. Effingham County shall not leave any rubbish or debris on or about the Temporary Easement Property. The term of this Agreement shall begin upon the date of mutual execution hereof and shall automatically terminate without further action from the parties on August 1, 2024 or upon completion of the utility project, whichever first occurs (the "TCE Termination Date"). The Temporary Construction Easement is for the use and benefit of Effingham County and its contractors, employees, agents, vendors, guests, licensees and invitees. Effingham County shall indemnify, defend and hold harmless Drayton Parker (and its successors and/or assigns), at Effingham County's sole cost and expense, from and against any losses, claims, costs, damages, awards, judgments, orders, causes of action, expenses and/or liability of any nature, including without limitation, reasonable attorneys' fees, arising from or out of the TCE Improvements, the TCE Maintenance Obligations, or the Temporary Construction Easement granted to Effingham County herein, except to the extent such claims arise wholly by the negligence or intentional misconduct of Drayton Parker. The foregoing indemnification, defense and hold harmless obligations shall survive any termination of this Agreement. Any portion of this Agreement regarding indemnification apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688.

- c. **Conditions and Restrictions.** Drayton Parker covenants and agrees that, prior to the TCE Termination Date, it shall not plant within or allow to grow into the Temporary Easement Property any trees, bushes or other planted material that would interfere with Effingham County's use of the Temporary Easement Property, and that it shall not construct any buildings, walls, fences, or other structures within, or over or upon the Temporary Easement Property. Effingham County shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstruction, which may impede or interfere with Effingham County's use. Drayton Parker hereby warrants title to the Temporary Easement Property herein granted and conveyed to Effingham County. Drayton Parker warrants that the Temporary Easement Property is free and clear of all liens and encumbrances. Drayton Parker agrees to protect and defend the title from and against all persons whomsoever. Drayton Parker agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Effingham County from any costs, expenses, damages, claims or demands incurred or asserted against Effingham County as a result of or arising out of Drayton Parker's warranties or covenants set forth herein.

3. **Terms, Conditions and Restrictions.**

- a. **Maintenance.** Effingham County shall maintain the Temporary Easement Property at its sole cost and expense (i) maintaining the TCE Improvements in a clean and safe condition to ensure that the Temporary Easement Property and the


TCE Improvements are used for their intended use and well-maintained in accordance with all permits and all applicable federal, state and local laws, regulations and ordinances, (ii) keeping the Temporary Easement Property free from rubbish and debris, (iii) making necessary repairs to the TCE Improvements, including, without limitation repairing or replacing any fences, gates, potholes or cracks, repairing the curbing and driveways and (iv) to the extent required under this Agreement, removing the TCE Improvements (the "TCE Maintenance Obligations"). Effingham County shall have no obligation to pay for any insurance or taxes, assessments or other charges or fees applicable or chargeable to the Temporary Easement Property or owners thereof.

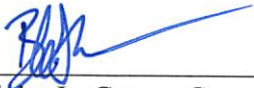
- b. Personal Property. Effingham County shall own all personal property that it places within the Temporary Easement Property. Upon the expiration or termination of this Agreement, Effingham County, at its sole cost and expense, shall remove the TCE Improvements and restore the Temporary Easement Property to its prior condition, including, if required by Drayton Parker, seeding and landscaping the Temporary Easement Property. The terms of this Section 3.b. shall survive any termination of this Agreement
- c. Other Easements. Drayton Parker shall make no other easement upon the portion of the premises covered by this Agreement without the prior written approval of Effingham County.
- d. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall comprise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

[Signature pages to follow]

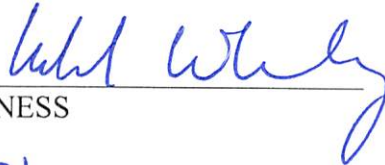
IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

**DRAYTON PARKER COMPANIES, LLC**

By:   
Keith Saltzman, VP of Finance

By:   
Blake L. Greco, General Counsel

Signed, sealed and delivered this  
10 day of November, 2022, in  
the presence of:

  
WITNESS

  
NOTARY PUBLIC



[Signature pages continue]

**THE BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA**

By: \_\_\_\_\_  
Wesley Corbitt  
Its: Chairman

Attest: \_\_\_\_\_  
Stephanie Johnson  
Its: County Clerk

Signed, sealed and delivered this  
\_\_\_\_ day of \_\_\_\_\_, 2022, in  
the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public