

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

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

### UTILITY EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between Effingham County Board of Education, acting by, for and on behalf of the Effingham County School District (hereinafter referred to as “BOE”) and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “County”).

#### WITNESSETH:

WHEREAS, BOE owns certain real property known as Tax Parcel No. 03520032 and 03520033 located at 5160 Highway 17 South, Guyton, Georgia and further described in Deed Book 961, Pages 014 and 035 in the records of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as “BOE Property”); and

WHEREAS, BOE and County desire to enter into this Agreement granting County the right to use the utility easement as shown on that certain sketch attached hereto as Exhibit “A” and made a part hereof by this reference (hereinafter referred to as “Easement Premises”); 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. **Utility Easement.**
  - a. **Grant.** BOE does hereby grant, bargain, sell and convey unto the County, its successors and assigns, and creates and establishes for the benefit of the County and its successors and assigns, a perpetual, appurtenant, non-exclusive utility

easement (which can be over, under, and across the easement premises) including the right to ingress and egress to the easement, for construction, reconstruction, alteration, maintenance and repair (to the extent the County considers desirable) of lines, pipes, and other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities. Said utility easement as shown on that certain sketch attached hereto as Exhibit "A" and made a part hereof by this reference. To have and to hold unto the County, its successors and assigns, forever.

- b. Nature and Purpose. The Utility Easement is for the purpose of providing utilities across the lands of BOE and shall now and forever encumber and run with the land of BOE. The Utility Easement is for the use and benefit of the County and its contractors, employees, agents, vendors, guests, licensees and invitees.
- c. Conditions and Restrictions. BOE covenants and agrees that it shall not plant within or allow to grow into the Easement Premises any trees, bushes or other planted material that would interfere with the County's use of the Easement Premises, and that it shall not construct any buildings, walls, fences, or other structures within, or over or upon the Easement Premises. 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 the County's use. BOE hereby warrants title to the easement herein granted and conveyed to the County. BOE warrants that the easement is free and clear of all liens and encumbrances. BOE agrees to protect and defend the title from and against all persons whomsoever.

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

- a. Maintenance. County shall maintain the Easement Premises as it deems necessary and in its sole discretion. County shall have no obligation to pay for any insurance or taxes, assessments or other charges or fees applicable or chargeable to the Easement Premises or owners thereof.
- b. Personal Property. County shall own all personal property contained within the Easement Premises.
- c. Other Easements. BOE shall make no other easement upon the portion of the premises covered by this easement agreement without the prior written approval of the 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 compromise 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.

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.

**EFFINGHAM COUNTY BOARD OF EDUCATION**

BY: *Lamar Allen* L.S.  
Lamar Allen  
ITS: Chairman

ATTESTED BY: *Yancy J. Ford* L.S.  
Yancy J. Ford  
ITS: Secretary

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

*[Signature]*  
WITNESS  
*[Signature]*  
NOTARY PUBLIC



**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



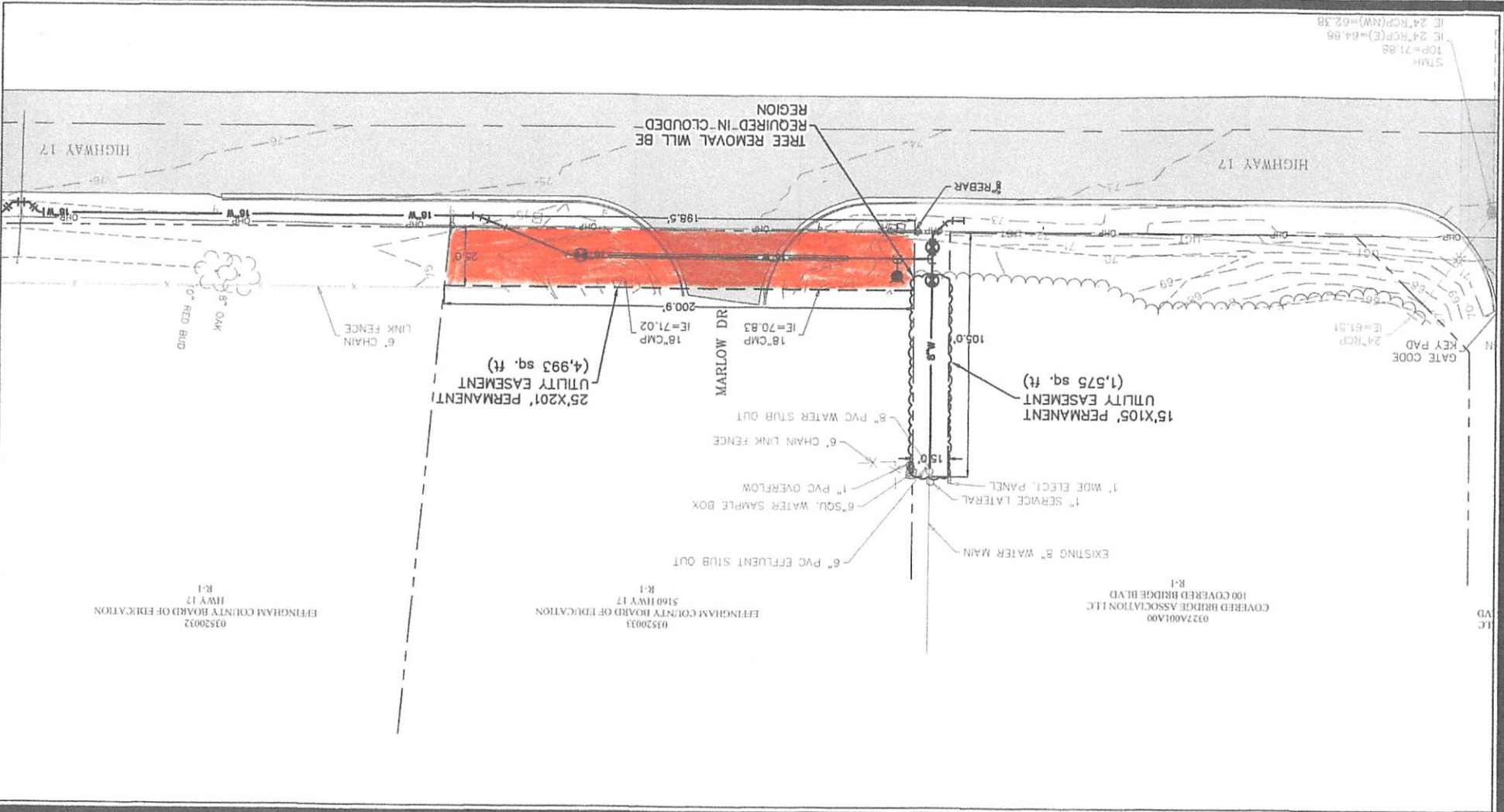


**BLUE JAY ROAD WATER MAIN EXTENSION B**  
**PERMANENT UTILITY EASEMENT**  
 EFFINGHAM COUNTY, GEORGIA  
 DATE: JUNE, 2022

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



REVISIONS:	
SHEET:	01 OF 03



0352002  
 EFFINGHAM COUNTY BOARD OF EDUCATION  
 HWY 17  
 R-1

0352003  
 EFFINGHAM COUNTY BOARD OF EDUCATION  
 5160 HWY 17  
 R-1

03726001A00  
 COVERED BRIDGE ASSOCIATION LLC  
 100 COVERED BRIDGE BLVD  
 R-1

E:\Effingham\01190924451 Blue Jay Road Water Main Extension RUCAN Final\Final\TDF\FYH.dwg  
 DATE: 10/20/22  
 DRAWING: JLV AND BE REPRODUCED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF HUSSEY GAY BELL  
 ALL RIGHTS RESERVED  
 PLT: rkm  
 PLOT: 10/20/22 - 6:44am  
 Printer: Rv\_rkm@rll