

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 _____, 2023 by and between Cassie Michele Hinely (hereinafter referred to as “Hinely”) and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, Hinely owns certain real property known as Tax Parcel No. 03260029 located at 4455 Highway 17 South, Guyton, Georgia, Effingham County, Georgia and further described in Deed Book 2152, Page 351 in the records of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as “Hinely Property”); and

WHEREAS, Hinely 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.** Hinely 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 Hinely and shall now and forever encumber and run with the land of Hinely. 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. Hinely covenants and agrees that they 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 they 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. Hinely hereby warrants title to the easement herein granted and conveyed to the County. Hinely warrants that the easement is free and clear of all liens and encumbrances. Hinley agrees to protect and defend the title from and against all persons whomsoever. Hinely agrees and hereby does, to the extent permitted by law, indemnify and hold harmless the County from any costs, expenses, damages, claims or demands incurred or asserted against the County as a result of or arising out of Hinely's warranties or covenants set forth herein.

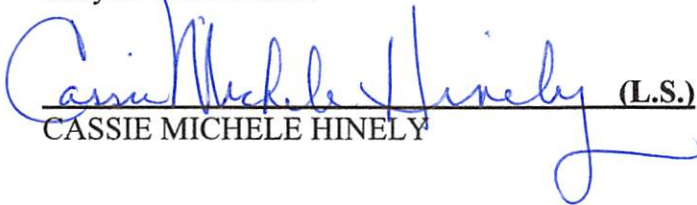
3. **Terms, Conditions and Restrictions.**

- 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. Hinely 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. Liability. County shall be liable for all loss, cost, damage, liability, or expense incurred by Hinely in connection with the performance of work by County or its agents, vendors, contractors, representatives, lessees, invitees, licensees or employees in the easement area under this Agreement, except to the extent caused by the negligence or willful misconduct of Hinely or her agents, vendors, contractors, representatives, lessees, invitees, licensees, employees, or tenants. 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.

- e. 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.

 (L.S.)
CASSIE MICHELE HINELY

Signed, sealed and delivered this
16 day of NOVEMBER, 2022, in
the presence of:


WITNESS OTTO VARGAS CASTILLO


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
TEMPORARY CONSTRUCTION EASEMENT
 EFFINGHAM COUNTY, GEORGIA
 DATE: JUNE, 2022

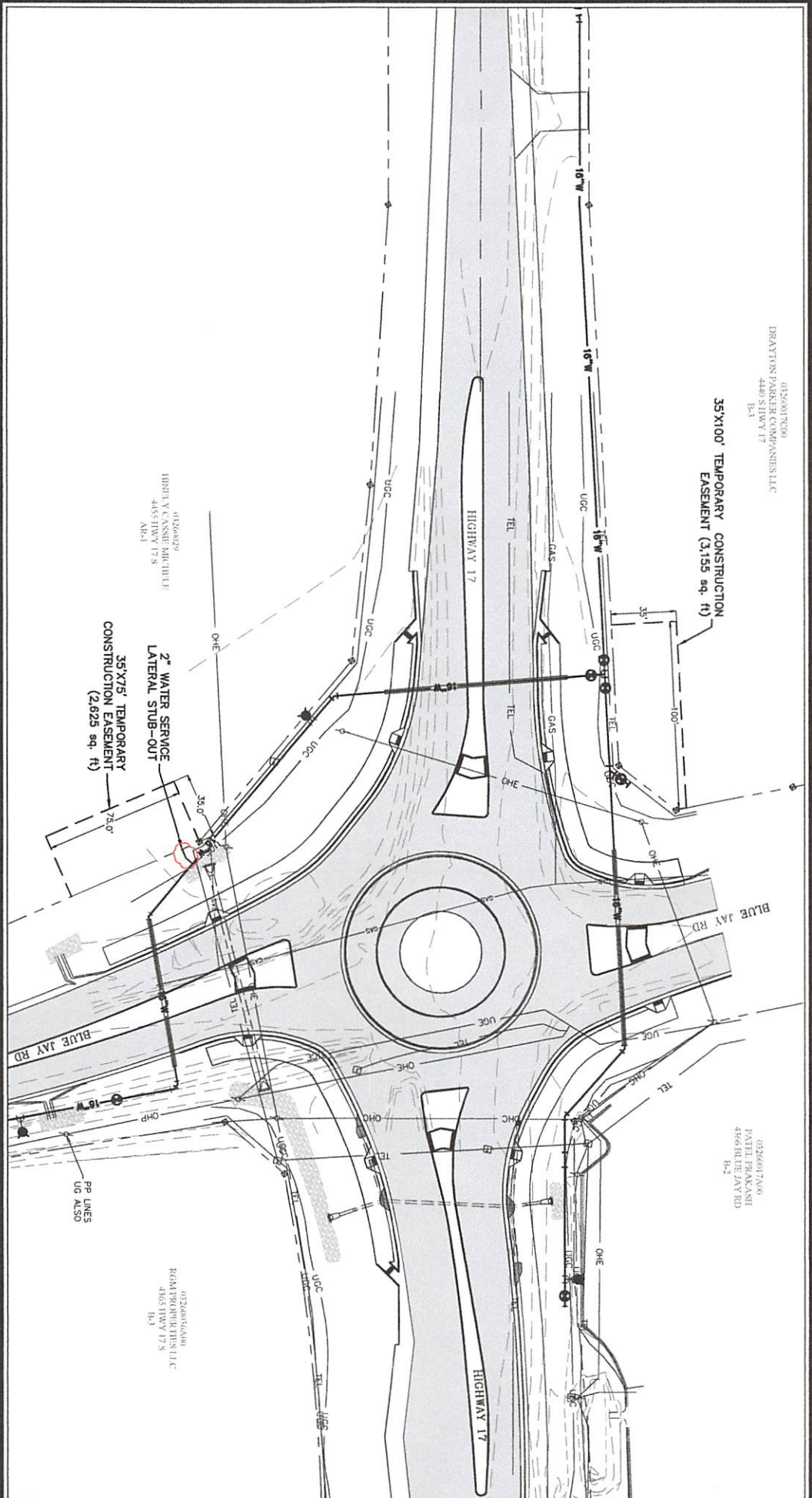
HUSSEY GAY BELL
Established 1958
 329 COMMERCIAL DRIVE, SWANNAH, GA 31406 / 791.2354.4626



REVISIONS:

03	OF	03
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SHEET:



0326007C00
 DRAYTON PARKER COMPANIES LLC
 4440 S HWY 17
 B-3

0326007A00
 PATEL PRAKASHI
 4566 BLUE JAY RD
 B-2

0123004Z01
 HINCHAYE ASSOC INC/HELLE
 4455 HWY 17 S
 B-1

00326006A00
 ROMAN/ROBERTS LLC
 4563 HWY 17 S
 B-3