

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 _____, 2024 by and between Oglethorpe Power Corporation (An Electric Membership Corporation) (hereinafter referred to as “OPC”) and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, OPC owns certain real property known as Tax Parcel No. 04140002PU0 and further described in Deed Book 2712, Page 459 in the records of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as “OPC Property”); and

WHEREAS, OPC and County desire to enter into this Agreement granting County the right to use the utility easement as shown on that certain plat attached hereto as Exhibit “A” and made a part hereof by this reference (hereinafter referred to as “Easement Premises”) on the terms set forth herein; 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.** OPC 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, non-exclusive forty-five foot (45’) utility easement under the Easement Premises (the “Utility Easement”) including the reasonable right of ingress and egress to the Easement Premises, with such times and locations of ingress and egress subject to approval by OPC. Said 45-foot (45’) utility easement is for the sole purpose of installing, maintaining, operating, and repairing an underground forced main line being approximately

eighteen inches (18”) in diameter and being located below the surface of the ground (the “Facilities”). 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 locating the Facilities on the OPC Property and shall now and forever encumber and run with the OPC Property. 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. OPC covenants and agrees that it shall not plant within the Easement Premises any trees or bushes 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 obstructions, which may impede or interfere with the County’s use. This conveyance is made without any warranty of title, subject to all matters of record or which would be disclosed by an accurate survey of the OPC Property. OPC has made no representations as to the suitability of the Easement Area for the purposes set forth herein. County shall maintain the Facilities to commercially reasonable standards at all times. OPC reserves all other rights associated with the Easement Premises including the right to cross and recross with pedestrian and vehicular traffic, grant other easements, and enjoy all other rights associated therewith. County covenants for itself and its successors and assigns, to construct, operate, and maintain the Facilities in good, workmanlike and safe manner, conforming to all applicable laws and regulations. County will not permit or store any debris, rubbish or trash to accumulate in the Easement Premises and will not pile or store any materials or equipment thereon except as necessary for the construction, operation, maintenance or replacement of the Facilities.

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

- a. Maintenance. County shall maintain the Facilities as set forth above and the Easement Premises as necessary for the purposes set forth herein. 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 unless specifically assessed against County’s interests as set forth herein.
- b. Personal Property. County shall own all personal property that it installs within the Easement Premises.
- c. 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.

[signatures begin on following page]

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.

OGLETHORPE POWER CORPORATION

BY:

Sign Name

Print Name

ITS: _____

Witness:

By: _____

Name: _____

Signed, sealed and delivered this
____ day of _____, 2024, in
the presence of:

WITNESS

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 _____, 2024, in
the presence of:

WITNESS

NOTARY PUBLIC

Exhibit A