

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 13th day of April, 2024 by and between Diamond Concrete Products, LLC (hereinafter referred to as "Diamond Concrete") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Diamond Concrete owns certain real property known as Tax Parcel No. 04330001C00 and further described in Deed Book 2862, Page 799 in the records of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as "Diamond Concrete Property"); and

WHEREAS, Diamond Concrete and the County desire to enter into this Agreement granting the 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"); 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.** Diamond Concrete 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 fifteen foot (15') 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 15 foot

utility easement is for the purposes of installing, maintaining, operating, and repairing a forced main line being approximately eighteen inches (18") in diameter. Said 15 foot easement is shown on that certain plat attached hereto as Exhibit "A" and made a part hereof by this reference. The said 15 foot easement shall be located within the current 150 buffer of the Diamond Concrete Property. 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 Diamond Concrete and shall now and forever encumber and run with the land of Diamond Concrete. 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. Diamond Concrete 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. The 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. Diamond Concrete hereby warrants title to the easement herein granted and conveyed to the County. Diamond Concrete warrants that the easement is free and clear of all liens and encumbrances. Diamond Concrete agrees to protect and defend the title from and against all persons claiming by, through, or under Diamond Concrete. Diamond Concrete 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 Diamond Concrete's warranties or covenants set forth herein.

3. Terms, Conditions and Restrictions.

- a. Maintenance. The County shall maintain the Easement Premises as it deems necessary and in its sole discretion. The 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. The County shall own all personal property that it installs within the Easement Premises.
- c. Other Easements. Diamond Concrete 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 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.

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.

DIAMOND CONCRETE PRODUCTS, LLC

BY: Alan B Zipperer L.S.
Sign Name

Alan B Zipperer
Print Name

ITS: Authorized Signer

ATTESTED BY:

BY: _____ L.S.
Sign Name

Print Name

ITS: Authorized Signer

Signed, sealed and delivered this
12th day of April, 2024, in
the presence of:

WITNESS
Renea Glisson
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

