

Upon Recording, return to:
The Ratchford Firm
1575 GA Hwy 21 South
P.O. Box 1039,
Springfield, GA 31329

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**AMENDMENT TO THE UTILITY, DRAINAGE, DETENTION, & ACCESS
EASEMENT AGREEMENT dated October 10, 2017, recorded in Deed Book 244, page
572-579.**

THIS AMENDMENT TO THE UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, hereinafter described (the "Agreement") is made and entered into as of the ____ day of _____, 2022 ("Effective Date"), by and between **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "Effingham County") and **21 SOUTH PROPERTIES, LLC**, a Georgia corporation, its' successors and/or assigns (hereinafter referred to as "21 South").

WITNESSETH:

WHEREAS, the Parties hereto are desirous of amending that certain UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, between themselves, dated October 10, 2017, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 244, page 572-579; and

WHEREAS, as of the Effective Date hereof, "Effingham County" is the fee owner of the property as being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "County Property") together with the roadway presently being used for

public purposes, known as Josh Reddick Way, and located on said property described on Exhibit “A”.

WHEREAS, as of the Effective Date, “21 South” is the fee owner of the property as more particularly described on Exhibit “C” attached hereto and incorporated herein by reference (the “21 South Property”).

WHEREAS, Effingham County has opened the roadway described herein for public purposes and 21 South has determined to proceed with the development of the property described on Exhibit “B”;

WHEREAS, a roadway exists on the property of Effingham County, open for public purposes, and being no less than 60 feet in width, extending from the southern boundary line of Georgia State Highway #21 to an end point located within the “County Property” as described on Exhibit “A”.

WHEREAS, in conformity with the provisions of the October 10, 2017 agreement the Parties, the Parties desire to establish an easement from Josh Reddick Way into the property of 21 South as described on Exhibit “B” so as to allow for the fully ingress/egress, development, use, operation and maintenance of their respective properties and or improvements to be located thereon in the future, said access easement to be no less than 60 foot in width at all points and extending from and to Josh Reddick Way, a county owned road now open for public use, to and from the property of “21 South” as described on Exhibit B. The improvements constructed by Effingham County are in accordance with the October 10, 2017 Agreement and shall be referred to herein as the “Josh Reddick Way”.

NOW, THEREFORE, for an in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of each of which are hereby acknowledged, Effingham County does hereby grant, convey, bargain, sell, reserve, covenant and agree, as applicable, as follows:

1. EASEMENTS GRANTED BY EFFINGHAM COUNTY. Effingham County, for the purpose of designating access to the 21 South property, hereby grants to 21 South, its successors and assigns, and their respective tenants, guests, invitees or agents, a permanent non-exclusive easement over Josh Reddick Way and the right to connect the roadway on Property of 21 South to Josh Reddick Way over, through and across the County Property described on Exhibit A hereto and specifically incorporated herein, as shown on the attached Exhibit “C”. Such easement is granted for the purpose of (i) pedestrian and vehicular access, ingress and egress, and location of any and all utilities incident to the full development of property of 21 South, said easement, being no less than 60 foot in width extending from the southern boundary line of Georgia State Highway #21, the northern boundary of property of Effingham County, a distance of approximately 250 feet to the connection of the roadways as shown on Exhibit “C”.

The easement, as granted, shall be subject to all provisions of the abovedescribed UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, between the Parties hereto,

dated October 10, 2017, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 244, page 572-579, and this easement is intended to serve as to the location of such connection point as described in the said Agreement dated October 10, 2017. All provisions of the above referenced UTILITY, DRAINAGE, DETENTION & ACCESS AGREEMENT not in conflict herewith shall remain binding and enforceable covenants running with the land; and

2. CONNECTION TO JOSH REDDICK WAY. As of the Effective Date, the Driveway Improvements lying between the southern boundary of Georgia State Highway #21 and the intersection of the roadway constructed by 21 South have been completed. 21 South shall be responsible for constructing the roadway on its' property and the connection of such roadway to Josh Reddick Way as a part of the development of the 21 South property described on Exhibit B and shall do so at its sole cost and expense with no right of contribution from Effingham County. The Parties agree that the Josh Reddick Way provides for two-way paved access to and from Georgia State Highway 21 to the 21 South property.

3. OBSTRUCTIONS. No obstruction of any nature shall be erected on Josh Reddick Way except as may be incident to the connection of the roadway on 21 South property to Josh Reddick Way. Any such connection construction or replacement shall be completed as soon as reasonably practicable under the circumstances, in order to minimize disruption of traffic.

4. MAINTENANCE OF DRIVEWAY IMPROVEMENTS. The maintenance of Josh Reddick Way shall be borne solely by County, pursuant to the herein referenced agreement dated October 10, 2017. The maintenance of the roadway located on property of 21 South and connecting to Josh Reddick Way so as to provide ingress and egress from Josh Reddick Way and Georgia State Highway #21 shall be the responsibility solely of 21 South, its' successor and assigns.

5. COVENANTS RUNNING WITH THE LAND. Each and every, easement, covenant, grant and agreement contained and made herein and described and/or arising out of that certain Agreement entitled UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, between the Parties hereto, dated October 10, 2017, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 244, page 572-579 shall be a covenant running with title to the respective properties for the benefit of and enforceable by the applicable Party against the other and shall be binding upon each Party and their respective successors and assigns (including, without limitation, their respective successors-in-title). This amendment is and shall be a covenant running with the land and shall be binding upon and enforceable against, and shall inure to the benefit of 21 South and their respective invitees, licensees, employees, agents, legal representatives, successors and assigns.

6. GOVERNING LAWS. This Agreement is made and entered into and is to be governed, construed and enforced in accordance with the laws of the State of Georgia.

7. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire agreement of the Parties hereto with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written, between the Parties which is not incorporated herein shall be of any force or effect.

8. **AMENDMENTS.** Any additional amendment to the UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, dated October 10, 2017, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 244, page 572-579 shall be in writing and executed by the Parties hereto, their successors and /or assigns.

9. **NON-MERGER.** The future merger of title to any property burdened by any easement granted hereunder with any other property benefited by any easement granted hereunder shall not be deemed to extinguish or affect in any manner the easements and corresponding rights and benefits granted herein, which shall remain in effect as separate and distinct estates.

TO HAVE AND TO HOLD the respective rights, easements and agreements granted herein, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the use, benefit and behoof of the other Party forever.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Access Easement Agreement to be signed, sealed and delivered to be effective as of the Effective Date stated above.

Signed, sealed and delivered this ____ day of _____, 2022 in the presence of:

Unofficial Witness

Notary Public
Commission Expires:

[NOTARY SEAL]

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____
Wesley Corbitt, its' Chairman

Attest: _____
Stephanie Johnson, County Clerk

Signed, sealed and delivered this ____ day of _____, 2022 in the presence of:

Unofficial Witness

Notary Public
Commission Expires:

[NOTARY SEAL]

21 South Properties, LLC

By: _____
Ashley W. Kieffer, managing member
By: _____
John H. Kieffer, managing member

EXHIBIT A

“PROPERTY OF EFFINGHAM COUNTY”

All that certain lot, tract, or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing seventy-six and eight-nine hundredths (76.89 acres, more or less, as shown and more particularly described on that certain map or plan made by Neal B. Ackerman, R.L.S. #1128, dated March 12, 2004, recorded in Plat Cabinet C, Slide 44-A1, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Less and except that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing One (1) acre, more or less, as shown and more particularly described on that certain map or plan made by Adolph N. Michelis, R.L.S. #1323, dated December 8, 2014, recorded in Plat Record Book D146, Page E2, in aforesaid records. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

EXHIBIT B

“PROPERTY OF 21 SOUTH PROPERTIES, LLC”

All that certain lot, tract, or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing five (5) acres, more or less, as shown and more particularly described on that certain map or plan made by James M. Sims, dated June 1, 1993, recorded in Plat Cabinet B, Slide 10-B, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

LESS AND EXCEPT ALL that certain lot, tract or parcel of land, situate, lying and being in the 11th GM District of Effingham County, Georgia, being know as .28 acres, more or less, as shown and more particularly described on that certain map or plat made by Glisson Land Surveying, certified by William Mark Glisson, GRLS #3316, dated March 9, 2017, recorded in Plat Cabinet 28, Slide 22B, in the records of the Clerk of the Superior Court of Effingham County, Georgia, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by DEA Enterprises, LLC to 21 South Properties, LLC as evidenced by that certain Warranty Deed dated April 28, 2006, and recorded in Deed Book 1443, Page 27, aforesaid records, less and except the property conveyed to the Board of Commissioners of Effingham County, Georgia as evidenced by that certain Limited Warranty Deed dated October 10, 2017, and recorded in Deed Book 2444, Page 571, aforesaid records.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.

EXHIBIT C
PLAT OF THE DEVELOPMENT

EXHIBIT C

