

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 _____, 20__ by and between Effingham County Industrial Development Authority (hereinafter referred to as "IDA") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the IDA owns certain real property known as Tax Parcel No. 04330001 and 04330001D00 and further described in Deed Book 1548, Page 81 in the records of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as "IDA Property"); and

WHEREAS, the IDA and the County desire to enter into this Agreement granting the County the right to use the utility easements as shown as "Exhibit A" and "Exhibit D" 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.** The IDA 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. 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 the IDA and shall now and forever encumber and run with the land of the IDA. 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. The County shall have the right, but not the obligation to cut, trim, and remove trees and brush which may impede or interfere with the County's use. The County will not disturb the current access driveways over which the Utility Easement runs. The IDA hereby warrants title to the easement herein granted and conveyed to the County. The IDA warrants that the easement is free and clear of all liens and encumbrances. The IDA agrees to protect and defend the title from and against all persons claiming by, through, or under the IDA.

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. The IDA 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.

Effingham County Industrial Development Authority

BY: *[Signature]* L.S.
Sign Name

MATT SAXON
Print Name

ITS: Authorized Signer / CEO

ATTESTED BY:

BY: *[Signature]* L.S.
Sign Name

LON HARDEN
Print Name

ITS: Authorized Signer / Secy

Signed, sealed and delivered this
18 day of JANUARY, 2024, 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 _____, 20____, in
the presence of:

WITNESS

NOTARY PUBLIC

