

Space Above This Line for Recorder’s Use

After recording return to:

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Thompson, O’Brien, Kappler & Nasuti, P.C.
100 Timber Trail
Suite 201
Richmond Hill, Georgia 31324

STATE OF GEORGIA)

)

COUNTY OF EFFINGHAM)

EXCLUSIVE PERMANENT SEWER EASEMENT FOR WATER, SEWER, AND ACCESS

THIS ~~EXCLUSIVE~~ PERMANENT SEWER EASEMENT ~~FOR WATER, SEWER, AND ACCESS~~ (“Easement”) is made as of the ____ day of June, 2023 by and between EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (“Grantor”) and BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia (together with its successors and assigns, “Grantee”).

WITNESSETH:

WHEREAS, Effingham County Board of Commissioners (“BOC”) owns certain real property by Warranty Deed dated October 21, 2016, and recorded in Deed Book 2374, Pages 882-883, in the records of the Clerk of Effingham County, and comprised of approximately 1 acres +/-, being described by legal metes and bounds and being more fully shown on the Minor Subdivision Well Plat, dated May 3, 2016 and prepared by Hussey Gay Bell, recorded at Plat Cabinet 0184, Page C1-D1 in the records of the Clerk of Effingham County (the “Property”), and attached hereto as Exhibit “A” and incorporated herein by such reference; and

WHEREAS, Grantee requires certain temporary and permanent easement rights for the construction and maintenance of the project identified as the I-16 Regional Sewer Improvements Project/I-16 Force Main Improvements/PI Number 29088.0000 (the “Project”); and

WHEREAS, as set forth herein, Grantor ~~desires~~ agrees to grant and convey to Grantee such exclusive easement rights over a portion of the Property real property owned by Grantor and identified as Parcel 10A for the Project, and being described by legal metes and bounds and being more fully shown and identified on the Easement Plat for Bryan County Board of Commissioners, dated _____ and prepared by Thomas & Hutton at Exhibit "A", attached hereto at Exhibit "B", and incorporated herein by such reference;

WHEREAS, Grantor and Grantee have entered into that certain Intergovernmental Agreement Between Effingham County and Bryan County as of _____, 2023 ("IGA"), relating to the issuance of certain development and building permits, inspections, final plats and certificates of occupancy and collection of fees thereof for the Project and for the provision of emergency services on property located in the jurisdiction of Effingham County;

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants and conveys an easement as set forth herein:

Article 1 Definitions

1.1 "Permanent Easement Area" shall mean and refer to that the area comprised of 0.003 acres +/- (135 square feet) and as more fully described by metes and bounds description and as shown and labeled as "Exclusive Permanent Water, Sewer, and Access Easement Area" on the Easement Plat attached hereto as on Exhibit "B", and incorporated herein by such reference.

1.2 "Temporary Easement Area" shall mean and refer to that the area comprised of 0.199 acres +/- (866 square feet) and as more fully described by metes and bounds description and as shown and labeled as "Temporary Sewer Easement Area" on the Easement Plat attached hereto as on Exhibit "B", and incorporated herein by such reference.

1.3 "Easements" shall mean and refer to collectively, (i) the Temporary Construction ~~and Access~~ Easement, and (ii) the Required- Permanent ~~Water, Sewer, and Access~~ Easement.

1.4 "Water/Sewer Facilities Line", "Utilities Facilities" or "Water, Sewer" shall mean and refer to collectively, the ~~water, 18 inch force main sewer line, and any related~~ reuse water and wastewater infrastructure and equipment, manholes, ~~sampling stations, fire hydrants,~~ utility piping and equipment useful for such purposes ~~and other water and sewer infrastructure~~, to be constructed within the Permanent Easement Area and operated and maintained by the Grantee, all as more fully shown on the Force Main Plan and Profile, Sheet _____, attached hereto as Exhibit "C" and incorporated and made a part hereof by such reference.

1.4 "Easement Plat" shall mean and refer to that plat entitled "Easement Plat", attached hereto as Exhibit "B" and incorporated and made a part hereof by such reference.

Article 2 Grant of Easements

2.1 Grantor hereby grants and conveys unto the County, its agents, employees and contractors (collectively, the "Grantee Agents"), a temporary non-exclusive ~~access and~~ construction easement (the "Temporary Construction ~~and Access~~-Easement") for the purpose of installing and constructing the Water/Sewer Line, and access thereto, in, on, over, under, upon, across, and through the Temporary Easement Area, ~~together~~

~~with the right of ingress and egress over adjacent lands owned by the Grantor using the shortest route to/from the existing I-16 right of way adjacent to the Property as may be reasonably necessary to accomplish the aforesaid purposes. The right of access does not include any areas of the Property outside the Temporary Easement Area. All work conducted under the Temporary Construction Easement shall be subject to and in compliance with applicable federal, state and local requirements.~~ Upon the earlier of (a) two (2) years from the date of this Agreement or (b) completion and final acceptance of the Sewer Line ~~Water/Sewer Facilities~~ by the Grantee, the Temporary Construction ~~and Access~~ Easement shall automatically terminate. Grantee will provide written notice to Grantor upon completion and final acceptance as set forth in subsection (b) above. If Grantee needs additional time beyond two (2) years from the date of this Agreement, Grantee shall request such additional time in writing from Grantor, and Grantor will promptly provide such additional time, at no additional cost to Grantee, so long as the request is reasonably necessary to complete the installation and construction of the ~~Water/Sewer Facilities~~ Sewer Line as described herein. ~~Any access over lands of Grantor outside the Easement Area shall be coordinated in advance and in writing by Grantee with Grantor.~~

2.2 Grantor hereby grants and conveys unto the Grantee, the Grantee Agents and the Grantee's successors and assigns, a perpetual ~~exclusive access and sewer~~ utility easement (the "Required Permanent ~~Water, Sewer, and Access~~ Easement") for the purpose of utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving the ~~Water/Sewer Facilities~~ Sewer Line, and for access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area, ~~using the shortest route to/from the existing I-16 right of way adjacent to the Property together with the right of ingress and egress over other adjacent land of Grantor~~ as may be reasonably necessary to accomplish the aforesaid purposes. ~~The right of access does not include any areas of the Property outside the~~ Permanent Easement Area. All work conducted pursuant to the Sewer Easement shall be subject to and in compliance with applicable federal, state and local requirements.

2.3 The grant of the rights herein includes ~~(and Grantor hereby acknowledges and consents to the Grantee's grant of)~~ the right at all times deemed necessary by Grantee for the Grantee Agents to exercise the rights herein granted to the Grantee, including, without limitation, to access said Permanent Easement Area, ~~together with the Grantor Property and other adjacent land of Grantor,~~ as necessary to ~~obtain access to maintain and operate~~ the Sewer Line ~~Water/Sewer Facilities,~~ ~~and for the purpose of exercising the rights herein granted~~ and for no other uses or purposes; provided, however, that Grantor reserves the right to use the Permanent Easement Area ~~in common with Grantee,~~ and may cross and recross said Permanent Easement Area with persons, equipment, vehicles, fences, landscaping and similar uses, provided that such reservation of rights do not ~~unreasonably~~ interfere with Grantee's rights hereunder. ~~Grantor further shall have the right at any time to access the~~ Permanent Easement Area for purposes of accessing and maintaining the existing water tower on the Property, and for purposes ~~fire protection and emergency medical services and other rights and obligations enumerated in the IGA.~~ The failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time-to-time to exercise any or all of the same. Any waiver shall be in writing and signed by the party granting such waiver.

2.4 ~~Grantor warrants that n~~No building, ~~vertical improvement,~~ ~~shed, mobile home, swimming pool, berms~~ or other such permanent structures shall be erected or constructed within the Permanent Easement Area, without Grantee's express written consent ~~(which shall not unreasonably withheld, conditioned or delayed).~~ Grantor ~~shall have the right to furthermore warrants that no~~install and maintain fencing, crops, trees, ~~large shrubs,~~ or any other vegetation ~~and landscaping features shall be erected or planted~~ within the Permanent Easement Area ~~so long as such installation and maintenance does not in such manner as materially and adversely interferes~~ with Grantee's exercise of its rights ~~pursuant to the Sewer Easement granted herein, including, without limitation, access to and/or use or enjoyment of the Easement Area.~~ No other utilities shall be permitted within the Permanent Easement Area without prior written ~~consent and~~ encroachment approval issued by Grantee ~~and by Grantor.~~ In no case shall utilities encroachments ~~approved by Grantee~~ be installed within five feet of the Sewer Line ~~Water/Sewer~~. No fill material or paving shall be placed within the Permanent Easement Area unless approved in writing by the Grantee (which approval shall not be unreasonably withheld, conditioned or delayed).

2.5 Grantee shall not disturb the existing water tower on the Property or any existing utility connections to the water tower on the Property. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now or in the future on the Permanent Easement Area ~~that directly interfere with the maintenance and operation of the Sewer Line by any person, which removal is~~ necessary for the Grantee's use of the Permanent Easement Area; provided, however, that the Grantee shall ~~minimize any such clearing and removal of existing trees and natural areas located in the Permanent Easement Area; and further shall restore all the surface-disturbed areas existing in the Permanent Easement Area permitted landscaping, paving and other permitted improvements~~ to the same condition, ~~cut and contour~~ as existed ~~immediately~~ before such disturbance ~~in compliance with federal, state and local requirements of the surface area; and, further provided that, if the affected area within the Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances.~~ Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Permanent Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantor's grant of rights herein.

2.6 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Permanent Easement Area, but merely grants the rights, privileges and easement rights herein above set out. ~~No rights granted in this Sewer Easement or in the Permanent Easement Area can be assigned to any party without the express consent of Grantor. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.~~

~~2.7 — Encumbrances. Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances affecting title to the Easement Area and that Grantor shall at its cost and expense obtain any subordinations, releases or quit claims to the Grantee required by the Grantor or the Grantee in order to grant, accept or exercise the rights, privileges and Easements herein above set out. Grantor warrants that it is legally qualified and entitled to grant the Easements herein granted with respect to the land described herein.~~

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this instrument, under seal, after being duly authorized to do so, and delivers the same to Grantee.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTOR:

EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTEE:

BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia,

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

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Exhibit "A"

~~(Plat)~~

~~The said Exhibit "A" being incorporated in this easement for all purposes.~~

Exhibit "B"

Exhibit "C"