

Record and return to:
The Newberry Law Firm, P.C.
Post Office Box 790
Springfield, GA 31329

STATE OF GEORGIA
COUNTY OF EFFINGHAM

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this 29 day of a July, 2022 by and between Francis Manion Durkin, Jr. and Karen Durkin (hereinafter referred to as "Durkin") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "Effingham County").

WITNESSETH:

WHEREAS, Durkin owns certain real property located on McCall Road, Rincon, Effingham County, Georgia and more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as "Durkin Property"); and

WHEREAS, Durkin and Effingham County desire to enter into this Agreement granting Effingham County the right to use the 30 foot drainage easement as shown on that certain map or plat prepared by Warren E. Poythress, R.L.S. No. 1953, dated March 10, 2022 and recorded in Plat Book _____, Page _____ in the records of the Clerk of Superior Court of Effingham County and more particularly described on Exhibit "C" attached hereto 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. **Drainage Easement.**

- a. **Grant.** Durkin does hereby grant, bargain, sell and convey unto Effingham County, its successors and assigns, and creates and establishes for the benefit of Effingham County and its successors and assigns, a 30 foot perpetual, appurtenant, non-exclusive drainage 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 Effingham County considers desirable) of lines, pipes, and other necessary or desirable appurtenances to and/or for a drainage system and/or utility facilities. Said 30 foot drainage easement is shown on that certain map or plat prepared by Warren E. Poythress, R.L.S. No. 1953, dated March 10, 2022 and recorded in Plat Book _____, Page _____ in the records of the Clerk of Superior Court of Effingham County (hereinafter referred to as the “Easement Premises”) and further described on the legal description attached hereto as Exhibit C. To have and to hold unto Effingham County, its successors and assigns, forever.
- b. **Nature and Purpose.** The Drainage Easement is for the purpose of providing a drainage ditch across the lands of Durkin and shall now and forever encumber and run with the land of Durkin. The Drainage Easement is for the use and benefit of Effingham County and its contractors, employees, agents, vendors, guests, licensees and invitees.
- c. **Conditions and Restrictions.** Durkin covenants and agrees that they shall not plant within or allow to grow into the Easement Premises any trees, bushes or other planted material that would interfere with Effingham County’s use of the Easement Premises, and that they shall not construct any buildings, walls, fences, or other structures within, or over or upon the Easement Premises. Effingham 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 Effingham County’s use. Durkin hereby warrants title to the easement herein granted and conveyed to Effingham County. Durkin warrants that the easement is free and clear of all liens and encumbrances. Durkin agrees to protect and defend the title from and against all persons whomsoever. Durkin agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Effingham County from any costs, expenses, damages, claims or demands incurred or asserted against Effingham County as a result of or arising out of Durkin’s warranties or covenants set forth herein.

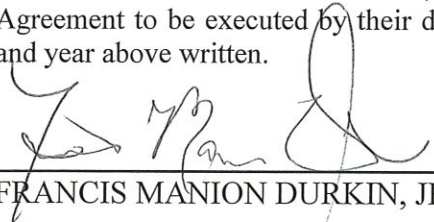
3. **Terms, Conditions and Restrictions.**

- a. **Maintenance.** Effingham County shall maintain the Easement Premises as shown on that certain map or plat prepared by Warren E. Poythress, R.L.S. No. 1953, dated March 10, 2022 and recorded in Plat Book _____, Page _____ in the records of the Clerk of Superior Court of Effingham County, as it deems necessary and in its sole discretion. Effingham 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. Effingham County shall own all personal property contained within the Easement Premises.
- c. Other Easements. Durkin shall make no other easement upon the portion of the premises covered by this easement agreement without the prior written approval of Effingham 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.

[SIGNATURES ON FOLLOWING PAGES]

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.

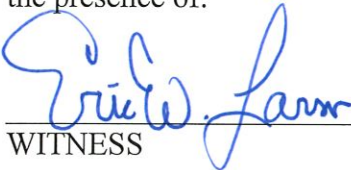


FRANCIS MANION DURKIN, JR. (L.S.)



KAREN DURKIN (L.S.)

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

WITNESS

NOTARY PUBLIC

EXHIBIT "C"

EASEMENT PREMISES

A certain strip of land known as Effingham County drainage easement for a ditch to extend from the Seaboard Coastline Railroad to right of way of McCall County Road. Said easement is bounded as follows: North by lands of the Seaboard Coastline Railroad; East by lands of Francis Manion Durkin, Jr. and Karen R. Durkin; South of lands of McCall County Road and West by other lands of Francis Manion, Jr. and Karen R. Durkin. Commencing at a 5/8" rebar where lands of Charles Evert Brinson, III adjoin lands of Francis Manion, Jr. and Karen R. Durkin and heading thence:

North 48 degrees 15 minutes 45 seconds West for a distance of 970.34 feet to a point known as the point of beginning;

THENCE North 48 degrees 15 minutes 45 seconds West for a distance of 30.16 feet to a 5/8" rebar set;

THENCE North 35 degrees 45 minutes 47 seconds East for a distance of 699.27 feet to a 5/8" rebar set;

THENCE South 24 degrees 39 minutes 52 seconds East for a distance of 34.49 feet to a point;

THENCE South 35 degrees 45 minutes 47 seconds West for a distance of 685.38 feet to a point known as the point of beginning.