

Record and return to:
Oliver Maner LLP
Post Office Box 10186
Savannah, GA 31412

Please cross reference to:
Deed Book ____, Page ____

STATE OF GEORGIA
COUNTY OF EFFINGHAM

UTILITY EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as the “Agreement”) is made and entered into this x day of xx, 2023 by and between NEXT PHASE DEVELOPMENT COMPANY, LLC, a Georgia limited liability company, having its principal place of business at 37 W. Fairmont Avenue, Suite 202, Savannah, GA 31406 (hereinafter, the “Grantor”) and THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain land located off of Log Landing Road, Effingham County, Georgia, designated as 69.99 acres, more or less, as shown on that certain map or plan made by Charles W. Tuten Jr., GA. P.L.S. No. LS002345, dated December 20, 2006, recorded in Plat Book 148, Page E in the records of the Clerk of the Superior Court of Effingham County, Georgia, attached here to as Exhibit A and made a part hereof by this reference (hereinafter referred to as the “Grantor’s Property”); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting Grantee the right to use and exercise all rights in and to the utility easements as shown on that certain map or plat entitled “Subdivision Plat of Shadowbrook – Phase 5C” prepared by Jimmy R. Toole, GA. P.L.S. No. 3119 and recorded in Plat Cabinet xx, Page xx in the records of the Clerk of Superior Court of Effingham County, attached hereto as Exhibit B 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) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 2 below in, under, through, over, across, and upon the Grantor’s Land, as follows:

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.

2. **Utility Easement.**

a. **Grant of the Easement.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its lessees, licensees, successors, and assigns, and creates and establishes for the benefit of Grantee and its lessees, licensees, successors and assigns, a perpetual, appurtenant, non-exclusive utility easement (the "Easement"). Said Easement is shown on that certain map or plat entitled "Subdivision Plat of Shadowbrook – Phase 5C" prepared by Jimmy R. Toole, GA. P.L.S. No. 3119 and recorded in Plat Cabinet xx, Page xx in the records of the Clerk of Superior Court of Effingham County, attached hereto as Exhibit B and incorporated herein by reference, to have and to hold, unto Grantee, its lessees, licensees, successors and assigns, forever.

b. **Nature and Purpose.** The Easement is for the purpose of providing water and sewer services and/or other utilities across the Grantor's Property and shall now and forever encumber and run with the Grantor's Property. The Easement is for the use and benefit of Grantee and its lessees, licensees, successors, and assigns, as well as their contractors, employees, agents, vendors, guests, licensees and invitees.

c. **Rights and Privileges Conferred by Easement.**

i. Grantee shall have the right of ingress and egress to the easement, to construct, reconstruct, relocate, extend, repair, replace, maintain, operate, and inspect to the extent Grantee considers desirable, lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to the Shadowbrook Subdivision – Phase 5C (collectively, the "Facilities"). The Facilities shall not include any storm water drainage system installed by Effingham County. Grantee shall also have the right to take any other action it considers necessary for the proper maintenance and operation of the Facilities.

ii. Grantee shall have the right to abandon or remove the Facilities at its pleasure, to maintain or improve the Facilities by any means, whether now existing or hereafter

devised, for public or private use, in, upon, over, under, and across the Easement Premises and the roadways abutting or running through the Easement Premises, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Premises, and utilize the Facilities within the Easement Premises for the purpose of providing water and sewer services and/or other utilities.

- iii. Grantee shall have the right, but not the obligation, to clear and keep cleared, by physical, chemical, or other means, the Easement Premises of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots, and vegetation adjacent to the Easement Premises that interfere with Grantee's use of the Easement Premises. The clearing area adjacent to the Easement shall be equal to the full width of the easement at each point in the Easement. For example, where the Easement is 20 feet wide, the clearing area shall be 20 feet on each side of the Easement, measured from the edge of the Easement facing that side of the clearing area. Where the Easement is 15 feet wide, the clearing area shall be 15 feet on each side of the Easement, measured from each edge of the Easement facing that side of the clearing area.
- iv. Grantee shall have the right, but not the obligation, to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Premises but outside the clearing area which in Grantee's sole opinion may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above.
- v. Grantee shall have the right to excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Agreement; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to

reasonably the same condition as existed prior to such excavation.

- vi. Grantee shall have the right to pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.
- vii. Grantee shall have the right to install, maintain and use accessory utility structures (by way of non-exhaustive example: manholes and vents) on the lands of the Grantor adjacent to the Easement Premises as such accessory utility structures are necessary to operate, maintain, or upgrade the water and/or sewer systems or other utility systems to be installed within the Easement Premises.
- viii. Grantee shall have the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Premises.

d. Terms, Conditions and Restrictions.

- i. Maintenance. Grantee shall maintain the Easement Premises as shown on that certain map or plat entitled "Subdivision Plat of Shadowbrook – Phase 5C" prepared by Jimmy R. Toole, GA. P.L.S. No. 3119 and recorded in Plat Cabinet xx, Page xx in the records of the Clerk of Superior Court of Effingham County, as it deems necessary and in its sole discretion.
- ii. Grantee 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.
- iii. Grantor 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 Grantee's use of the Easement Premises, and that they shall not construct any buildings, walls, fences, or other

improvements within, or over or upon the Easement Premises.

- iv. Grantor hereby warrants title to the Easement herein granted and conveyed to Grantee. Grantor warrants that the easement is free and clear of all liens and encumbrances. Grantor agrees to protect and defend the title from and against all persons whomsoever. Grantor agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Grantee from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.
 - v. It is agreed that if the City accepts dedication of the Facilities, such Facilities shall forever remain the property of the Grantee, its successors, and assigns. Grantor's dedication to Effingham County of the roads and rights-of-way shown in Exhibit B shall not affect Grantee's sole ownership of the Facilities within the Easement Premises.
 - vi. Grantor reserves the right to cross and recross the Easement Premises provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted herein and shall not disturb the grade of said ground as it now exists.
- e. Miscellaneous.
- i. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
 - ii. Severability: In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
 - iii. Entire Agreement. 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.

- iv. Amendment. This Agreement may not be modified, amended, or terminated except by written modification executed by all parties hereto.
- v. Interpretation. 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.
- vi. Counterparts. 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.
- vii. Governing Law and Forum Selection. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN THE SUPERIOR COURT OF EFFINGHAM COUNTY UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY

PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE.

- viii. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- ix. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of 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.

THE CITY OF SPRINGFIELD

By: _____
Barton A. Alderman
Mayor, City of Springfield

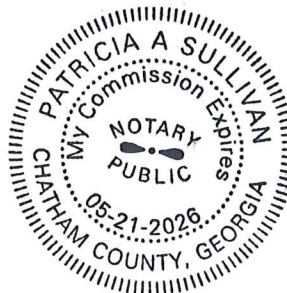
NEXT PHASE DEVELOPMENT COMPNAY, LLC

By: _____
Corde Wilson
Member
Next Phase Development Company, LLC.

Signed, sealed and delivered this
28 day of APRIL, 2023,
in the presence of:

Joanne Whitney
WITNESS

Patricia A. Sullivan
NOTARY PUBLIC



This Agreement is approved as to form:

By:

Benjamin M. Perkins
City Attorney, City of Springfield

EXHIBIT A
PLAT OF GRANTOR'S PROPERTY

EXHIBIT B

PLAT OF SHADOWBROOK SUBDIVISION – PHASE 5C

CONSENT TO CITY OF SPRINGFIELD – NEXT PHASE DEVELOPMENT
COMPANY, LLC
EASEMENT AGREEMENT BY:

MORTGAGEE OF NEXT PHASE DEVELOPMENT COMPANY, LLC

_____ BANK

By: _____

Its: _____

Signed, sealed and delivered this
____ day of _____, 2023, in
the presence of:

WITNESS

NOTARY

PUBLIC

