

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 ____ day of a _____, 2025 by and between **Lamar W. Davis, Jr., as Trustee of the Residuary Bypass Trust U/W/O Lamar W. Davis, Sr. F/B/O Lamar W. Davis, Jr. also known as The Residuary Bypass Trust I U/W/O Lamar W. Davis, Sr.** (hereinafter referred to as “Davis Trust” and/or “Grantor”) and the **Board of Commissioners of Effingham County, Georgia** (hereinafter referred to as “Effingham County” and/or “Grantee”).

WITNESSETH:

WHEREAS, the Davis Trust owns certain real property located on Springfield Tusculum Road, Guyton, Effingham County, Georgia and more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference (hereinafter referred to as “Davis Trust Property”); and

WHEREAS, the Davis Trust and Effingham County desire to enter into this Agreement granting Effingham County the right to use the “50’ Drainage Easement 5.393 AC. (234,927 SQ. FT.)” as shown on that certain map or plat prepared by Jimmy R. Toole, R.L.S. No. 3119, dated June 20, 2025 and recorded in Plat Book _____, Page _____ in the records of the Clerk of Superior Court of Effingham County and more particularly described on Exhibit “B” 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.** The Davis Trust 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 50' foot perpetual, appurtenant, non-exclusive drainage easement across the Davis Trust Property (which can be over, under, and across the easement premises) including the free 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. The Easement Premises is shown and described on Exhibit "B" attached hereto. To have and to hold unto Effingham County, its successors and assigns, forever.

Upon execution of this Easement, Effingham County at its expense will (1) proceed to clear cut and remove all trees, stumps, shrubbery and other growth in the Ditch bottom and side banks and if necessary solely in the opinion of the County, the 10 and 20 foot boundaries outside the Ditch. The work will be performed at the time and for a duration determined solely by the County. (2) The Easement will be graded and restored in a manner to preserve current drainage of the adjacent Davis Trust property as of the conclusion of the work.

- b. **Nature and Purpose.** The Drainage Easement is for the purpose of providing drainage infrastructure across the lands of the Davis Trust and shall now and forever encumber and run with the land of the Davis Trust. 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.** The Davis Trust 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 Effingham County's use of the Easement Premises, and that it 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.

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

- a. **Maintenance.** Effingham County shall maintain the Easement Premises 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. The Davis Trust 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 compromise 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.

Lamar W. Davis, Jr., as Trustee of the Residuary Bypass Trust U/W/O Lamar W. Davis, Sr. F/B/O Lamar W. Davis, Jr. also known as The Residuary Bypass Trust I U/W/O Lamar W. Davis, Sr.

(L.S.)

Lamar W. Davis, Jr, as Trustee

Signed, sealed and delivered this
____ day of _____, 2025, in
the presence of:

WITNESS

NOTARY PUBLIC

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

By: _____
Damon Rahn
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

Signed, sealed and delivered this
____ day of _____, 2025, in
the presence of:

WITNESS

NOTARY PUBLIC