



WALT LAWSON
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

Space Above This Line for Recorder's Use

After recording return to:

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

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

PERMANENT EASEMENT FOR WATER, SEWER AND ACCESS

THIS PERMANENT SEWER EASEMENT ("Easement") is made as of the 4th day of August, 2026 by and between **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia, and **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** ("Grantor") and **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (together with its successors and assigns, "Grantee").

WITNESSETH:

WHEREAS, Grantor 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 agrees to grant and convey to Grantee such easement rights over a portion of the Property 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, attached hereto at Exhibit "B", and incorporated herein by such reference; and

WHEREAS, Grantor and Grantee have entered into that certain Intergovernmental Agreement Between Effingham County and Bryan County as of December 6, 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; and

WHEREAS, Grantor and Grantee have entered into that certain Sewer Service Agreement between Effingham County and Bryan County as of December 6, 2023 ("Sewer Service Agreement"), relating to the grant of certain sewer capacity and related rights for the Project;

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 "Required Permanent Water, Sewer and Access Easement Area" on the Easement Plat defined below and attached hereto as on Exhibit "B", and incorporated herein by such reference.

1.2 "Temporary Construction Easement Area" shall mean and refer to 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 Construction 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 Easement, and (ii) the Required Permanent Water, Sewer and Access Easement.

1.4 "Water/Sewer Facilities", "Utilities Facilities", or "Water, Sewer" shall mean and refer to collectively, the water, sewer, 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.

1.4 "Easement Plat" shall mean and refer to that plat entitled "Exhibit A Bryan County I-16 Regional Sewer Improvements Project", prepared by Thomas & Hutton, Sheet 4 of 6, 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 Easement") for the purpose of installing and constructing the Water/Sewer Facilities, and access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area. Upon the earlier of (a) two (2) years from the date of this Agreement or (b) completion and final acceptance of the initial Water/Sewer Facilities by the Grantee, the Temporary Construction 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 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 as described herein.

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 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, and for access thereto, in, on, over, under, upon, across, and through the Permanent Easement Area.

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, as necessary to obtain access to the 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 interfere with Grantee's rights hereunder. 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 No building, 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. Grantor furthermore warrants that no fencing, crops, trees, large shrubs, or any other vegetation and landscaping features shall be erected or planted within the Permanent Easement Area in such manner as materially and adversely interferes with Grantee's exercise of its rights granted herein, including, without limitation, access to and/or use or enjoyment of the Permanent Easement Area. No other utilities shall be permitted within the Permanent Easement Area without prior written encroachment approval issued by Grantee, subject to any existing utilities for Grantor's use of the Property. In no case shall utilities encroachments approved by Grantee be installed within five feet of the Water/Sewer Facilities. 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). Any of the foregoing items placed upon or planted within the Permanent Easement Area in contradiction or violation of this Section 2.4 shall be promptly removed at the Grantor's expense.

2.5 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 by any person, which removal is necessary for the Grantee's use of the Easement Area; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same condition as existed before such disturbance of the surface area; and, further provided that, if the affected area within the Permanent 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 Grantee and Grantee's Agents shall not disturb the existing water tower owned and maintained by Grantor on the Property, any existing or current utility connections to the water tower on the Property, or the security fence surrounding the water tower on the Property. No rights granted in the Temporary Construction Easement Area or the Permanent Easement Area shall disrupt, limit, prevent or hinder Grantor's use of the Property for purposes of maintenance and operation of the water tower on the Property. No areas of the Property outside the Temporary Construction Easement Area or the Permanent Easement Area shall be used for storage or staging of materials and equipment, ingress/egress or access.

2.7 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, which removal is necessary for the purposes and uses set forth herein and as 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 and wetlands located in the Permanent Easement Area; and further shall restore all disturbed areas existing in the Permanent Easement Area to the same condition, cut and contour as existed immediately before such disturbance in compliance with federal, state and local requirements. 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.

2.8 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Permanent Easement Area or the Temporary 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.

[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:

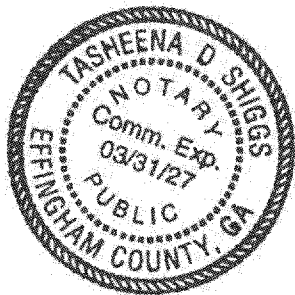
Marie Y. Todd
Witness

Print Name: Marie Y. Todd

Tasheena D. Shiggs
Notary Public

My commission expires: 03/31/2027

[AFFIX NOTARIAL SEAL OR STAMP]



GRANTOR:

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

By: [Signature]

Name: Tim Callanan

Title: County Manager

Attest: [Signature]

Name: Stephanie Johnson

Title: County Clerk

Signed, sealed and delivered in the
presence of:

Aracelis Clement
Witness

Print Name: Aracelis Clement

Tisha Smith
Notary Public

My commission expires: 9-16-29

[AFFIX NOTARIAL SEAL OR STAMP]



GRANTEE:

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

By: Carter Infinger

Name: Carter Infinger

Title: Chairman

Attest: Loei Tyson

Name: Loei Tyson

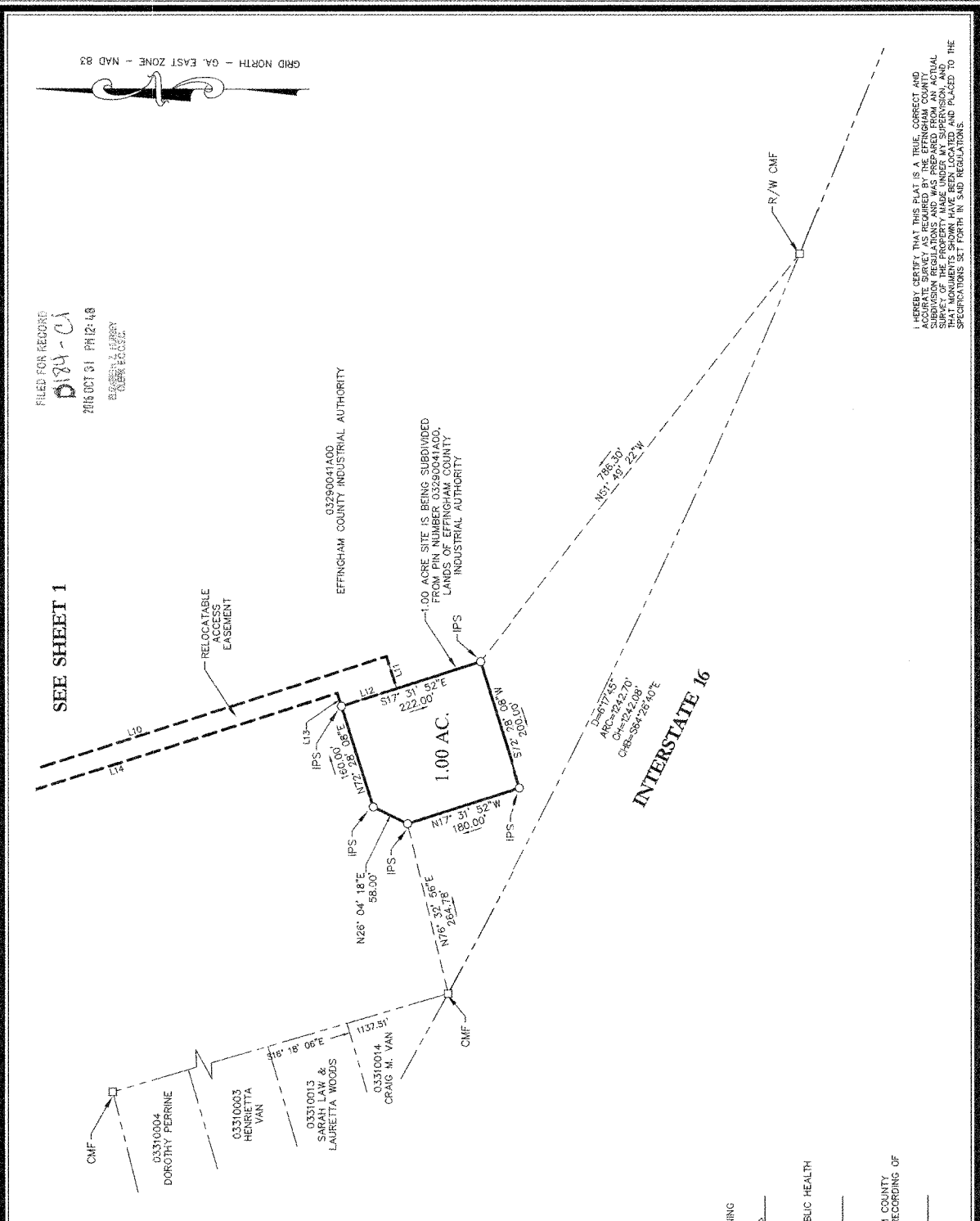
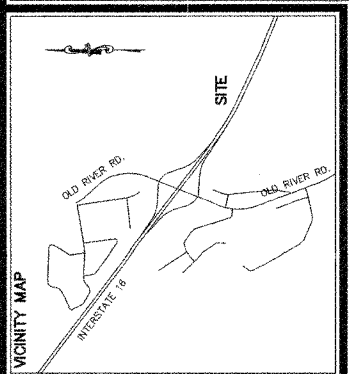
Title: County Clerk

Exhibit "A" to Form of Water Tower Easement

[APPEARS ON FOLLOWING PAGE]

Exhibit "A" to Form of Water Tower Easement

J:\Drawings\EFFINGHAM\Legals\center\wellsite_plot\Plot.dwg



FILED FOR RECORD
0184-01
2016 OCT 31 PM 12:48
RECEIVED
CLERK OF COURTS

NOTES:
1. FEMA FLOOD MAPS SHOULD BE CHECKED PRIOR TO ANY CONSTRUCTION.
2. EFFINGHAM COUNTY DEVELOPMENT AUTHORITY
3. PARENT PIN: 03290041A00
4. NO GUARANTEE, EITHER STATED OR IMPLIED, IS MADE THAT THIS SURVEY IS ACCURATE OR THAT THE BOUNDARIES SHOWN ARE THE TRUE BOUNDARIES OF THE PROPERTY.
5. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL ISSUES.
6. THE COORDINATES AND BEARING AS SHOWN HEREON, ARE IN THE 1983 NAD 83 DATUM.
7. IMPROVEMENTS EXIST BUT ARE NOT SHOWN.

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR
[Signature] DATE 07/20/2016

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION
[Signature] DATE 7-29-16

I, THE UNDERSIGNED AS REPRESENTATIVE OF EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, AGREE TO THE RECORDING OF THIS PLAT.
[Signature] DATE 8/2/16
JOHN HENRY, ECDA CEO

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE SURVEYED LANDS AND THE SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

MINOR SUBDIVISION
WELL SITE PLAT
BEING A 1.00 ACRE PORTION OF LANDS OF EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, EIGHTH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA
FOR: EFFINGHAM COUNTY DEVELOPMENT AUTHORITY

FILED DATE: APR. 29, 2016	SCALE: 1" = 100'
FILED DATE: MAY 3, 2016	
REVISION:	
JOB NO.	
NUMBER OF LOTS: 1/4	
AREA: 1.00 ACRE	
EQUIPMENT USED: TOTAL STATION	
ERROR OF CLOSURE: FIELD - 1/4" / 250'	
ERROR OF CLOSURE: PLAT - 1/INCH	
ANGULAR ERROR: 1" PER POINT	

HUSSEY GAY BELL
Established 1958
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626



Exhibit “B” to Form of Water Tower Easement

[APPEARS ON FOLLOWING PAGE]

EXHIBIT A
BRYAN COUNTY
I-16 REGIONAL SEWER
IMPROVEMENTS
PROJECT

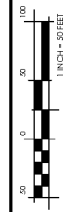
FEEINGHAM COUNTY, GEORGIA

prepared for
BRYAN COUNTY BOARD
OF COMMISSIONERS



THOMAS
&
HUTTON

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

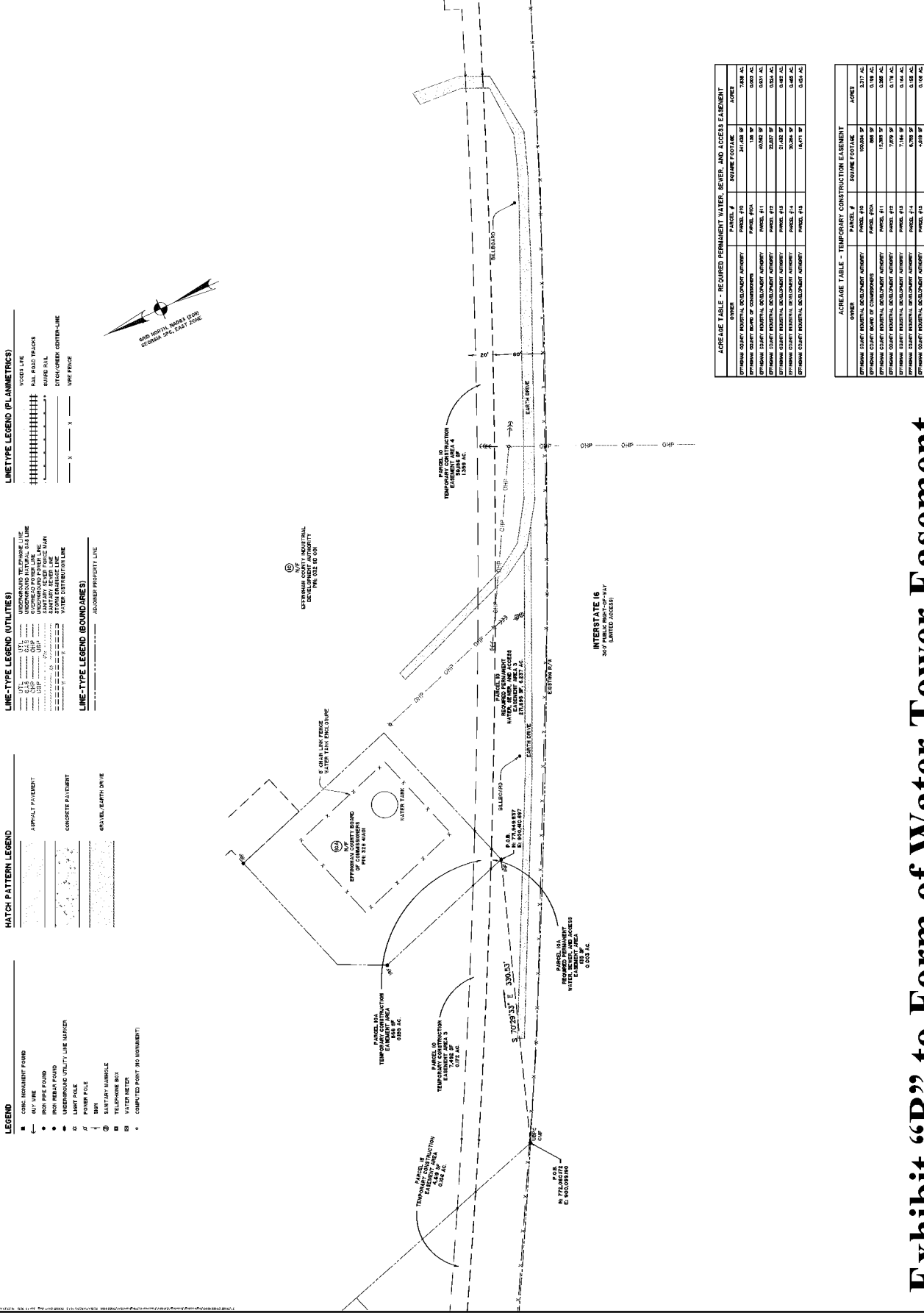


Job: 25058.0000



VICINITY MAP

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ACREAGE TABLE - REQUIRED PERMANENT WATER, SEWER, AND ACCESS EASEMENT				
OTHER	PARCEL #	SQUARE FOOTAGE	ACRES	
UTPRAHMAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #10	341,438	7.808 AC	
UTPRAHMAN COUNTY BOARD OF COMMISSIONERS	PARCEL #11	18 AC	0.003 AC	
UTPRAHMAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #14	60,562 SF	0.031 AC	
UTPRAHMAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #2	22,837 SF	0.034 AC	
UTPRAHMAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #3	71,452 SF	0.047 AC	
UTPRAHMAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #4	30,204 SF	0.045 AC	
UTPRAHMAN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #5	18,671 SF	0.043 AC	

ACREAGE TABLE - TEMPORARY CONSTRUCTION ELEMENT	
OWNER	SQUARE FOOTAGE
SPRINGBROOK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #10 2,317 AC
SPRINGBROOK COUNTY BOARD OF COMMISSIONERS	PARCEL #11 0.19 AC
SPRINGBROOK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #12 0.26 AC
SPRINGBROOK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #13 0.17 AC
SPRINGBROOK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #14 0.14 AC
SPRINGBROOK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #15 0.105 AC
SPRINGBROOK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	PARCEL #16 0.109 AC

Exhibit “B” to Form of Water Tower Easement