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After recording return to:
Ben Hill County, Georgia
402 East Pine St., Suite A
Fitzgerald, Georgia 31750

FILED & RECORDED
AS JAN 19 2024 9:33 AM
Betty Sue Johnson
CLERK SUPERIOR COURT, BEN HILL CO., GA.

State of Georgia,
Ben Hill County.

ENCROACHMENT AGREEMENT FOR EASEMENT

THIS ENCROACHMENT AGREEMENT FOR EASEMENT (the "Agreement"), made and entered into this 17th day of January, 2024, between the FITZGERALD WATER, LIGHT AND BOND COMMISSION, an agency and instrumentality of the City of Fitzgerald, Georgia (hereinafter referred to as the "Commission"), and BEN HILL COUNTY, GEORGIA, by and through its Board of Commissioners (the "County"), is as follows:

WHEREAS, the County is in the process of constructing a public road within the county limits that will connect Perry House Road to Ed Ward Road (the "Project"); and,

WHEREAS, such Project, as designed, will be partly constructed upon a 10-foot utility easement in Land Lot 61 in the Third Land District; and,

WHEREAS, the Commission is the holder of said utility easement in question; and,

WHEREAS, the parties would like to agree to the terms upon which the County will be allowed to encroach upon said utility easement;

NOW, THEREFORE, for and in consideration of covenants and agreements set forth herein, and other good and valuable consideration, all of which each party respectively agrees constitute sufficient consideration received at or before the execution hereof, the parties hereto do hereby agree as follows:

1. The Commission hereby consents to allow the County the use of the area within the Commission's 10-foot utility easement impacted by the Project (the "Encroachment Area"), which utility easement is recorded in Deed Book 565, Page 234 of the office of the

BOOK 1082 PAGE 195

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2. Clerk of Superior Court of Ben Hill County, Georgia, and more particularly described as follows:

“Beginning at the intersection of the south property line of Grantor with the east right of way line of Perry House Road and from said point of beginning run east along the south property line of Grantor to a distance of 10 feet to a point; thence run north along a line parallel to the east right of way of Perry House Road a distance of 1325 feet to the north property line of Grantor to a point. Thence run a distance of 10 feet along the north property line of Grantor to a point on the east right of way line of Perry House Road; thence run south along the east right of way line of Perry House Road a distance of 1325 feet to the point and place of beginning of the easement conveyed herein, said tract being a part of original Land Lot Number Sixty-One in the Third Land District of originally Irwin County, now Ben Hill County, Georgia.”

3. The parties acknowledge that the County’s proposed Project is designed to be constructed across the Commission’s utility easement, in a perpendicular manner, at the intersection of the east right-of-way of Perry House Road and property formerly owned by Janos Kozma and currently owned by the County. Said utility easement and proposed Encroachment Area is more particularly shown on that plat of survey attached hereto as Exhibit B.
4. The use of the Encroachment Area by the County within said easement, pursuant to this Agreement, shall be limited to the construction, operation and maintenance of the road, grading, ditch slopes, and to the extent as shown in the profile attached as Exhibit A and the survey attached as Exhibit B of this Agreement. It is specifically understood that no buildings or other obstructions of any type shall be permitted on the easement or in the Encroachment Area.
5. The County agrees that it will use said Encroachment Area in such a manner that shall in no way interfere with the Commission’s activities, facilities or equipment as now existing on, over and under the Encroachment Area.
6. The County, further, agrees to install casing pipe around the existing water and sewer main in the Encroachment Area for the protection of the same, which casing shall be suitable to the Commission. Additionally, the Commission maintains a sewer main along Ed Ward Road where the Project is designed to intersect. The County agrees to install casing pipe around the aforementioned sewer main in the area impacted by the Project.
7. In the event that it later becomes necessary for the Commission to utilize the Encroachment Area for purposes of its operations, after the completion of the County’s Project, the parties understand that the Commission shall have the authority to utilize the same. In the event that it is necessary, the Commission will restore any portion of the Project that is disturbed to a similar, if not same, condition prior to the initiation of the Commission’s activities.
8. The County hereby agrees to, and shall incorporate into any and all of its contracts and/or agreements with any and all third persons, contractors and subcontractors that are expected

to affect the Encroachment Area, indemnify and defend the Commission, its agents, employees and representatives from claims or suits for damages and injuries (including death) which result from the County's construction, maintenance and use of the Project within said Encroachment Area to the extent that the same does not result from willful negligence or intentional misconduct on the part of the Commission, its agents, employees or representatives. This provision shall survive the completion of the Project.

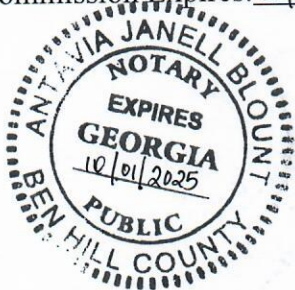
9. This Agreement shall not be transferred or assigned by the County without the written consent of the Commission.

10. By execution of this Agreement, the parties covenant that the same was approved or will be ratified by the respective boards during a duly called and public meeting held in accordance with Georgia law.

IN WITNESS WHEREOF, this Agreement has been signed, sealed, and delivered by the parties this 17th day of January, 2024.

Sworn to and subscribed before me this 17th day of January, 2024.

Antavia Blount
Notary Public
My Commission Expires: 10/01/2025



Sworn to and subscribed before me this 17th day of January, 2024.

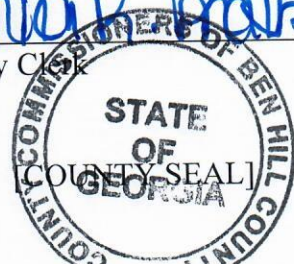
Christy Guy
Notary Public
My Commission Expires: 4/5/27



BEN HILL COUNTY, GEORGIA,
by and through its Board of Commissioners

By: [Signature]
Steve Taylor, Chairman

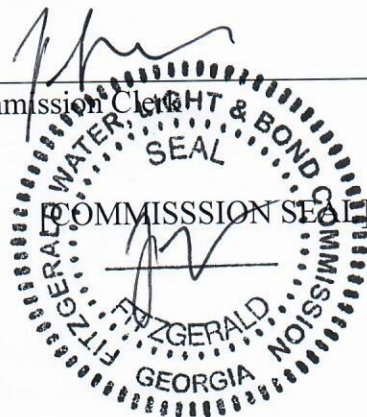
Attest: [Signature]
County Clerk



FITZGERALD WATER, LIGHT AND BOND COMMISSION

By: [Signature]
Terrence J. Paulk, Chairman

Attest: [Signature]
Commission Clerk



BEN HILL
P. O. BOX 1104
FITZGERALD, GA 31750

Receipt Number
125793
Date
01/19/2024
Reference Number

To: BEN HILL COUNTY

402 E PINE ST
FITZGERALD, GA 31750

Account Description
EASE-EASEMENT

QTY	Each	Extended
		\$25.00

Cash Paid: \$25.00

Check Paid: \$0.00

Check #:

Total Paid

\$25.00

MEMO: