

Tax Parcel ID = 14 0113 LL0121

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2022010179 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 10580783-GPC9596-VBS-12.02.01
NAME OF LINE/PROJECT: JEFFERSON STREET #3 - NORTHWEST (BLACK) 115 KV TRANSMISSION LINE

PARCEL NUMBER 019

STATE OF GEORGIA
FULTON COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the “Company”), the receipt and sufficiency of which are hereby acknowledged, **FULTON COUNTY, GEORGIA** (the “Undersigned”, which term shall include heirs, successors and/or assigns), whose mailing Address is **141 Pryor Street SW, Suite 7000, Atlanta, Georgia 30303-3466**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The “Property” is defined as that certain tract of land owned by the Undersigned at **901 RICE STREET NW, ATLANTA, GEORGIA 30318** (Tax Parcel ID No. **14 0113 LL0121**) in Land Lots **113, 144** of the **14** District of **Fulton** County, Georgia.

The “Easement Area” is defined as the portion of the Property more particularly shown on “Exhibit A” attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the “Facilities”) upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to the Company’s agents

or contractors; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person. Notwithstanding the above, due to the security needs of the Property, the Company shall use commercially reasonable efforts to provide the Undersigned with thirty (30) days' written notice of its intent to remove an obstruction, or as much notice as is commercially reasonable in the circumstances, as well as the dates and times any agents of the Company will be on-site to complete such removal, provided the Company shall deliver such notice by email, or an alternative method if email is unavailable, to the following:

Fulton County Sheriff's Office
Attention: Fulton County Sheriff
185 Central Ave SW
Atlanta, GA 30303
(404) 612-5100
Pat.Labat@fultoncountyga.gov

Fulton County Department of Real Estate and Asset Management
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303
(404) 612-5900
Joseph.Davis@fultoncountyga.gov

Fulton County Office of the County Attorney
Attention: County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303
(404) 612-0246
Soo.Jo@fultoncountyga.gov

Fulton County Manager
Attention: County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000
Dick.Anderson@fultoncountyga.gov

which contact information the Undersigned may update in writing to the Company, from time to time.

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut,

timber so cut to become the property of the Company. The Company shall comply with all applicable state and local laws, including obtaining any required permits, related to the removal of trees either within the Easement Area or on the adjacent Property. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right, when required by law or government regulations or in temporary emergency conditions, to: (i) install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area, and (ii) conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees, or fences cut, damaged or destroyed on the Easement Area or the Property adjacent to the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees, or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees, or fences so cut or damaged on the Easement Area or the Property adjacent to the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, including but not limited to the installation, maintenance, and usage of paved parking areas and/or sewer lines and ingress and egress on, over, and across, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Easement Area (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned

contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

[Signature(s) on Following Page(s)]

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the presence of: FULTON COUNTY, GEORGIA

Witness

By: _____ (SEAL)
Name: Robert L. Pitts
Title: Chairman, Fulton County Board of Commissioners

Notary Public

Attest: _____ (SEAL)
Name: Tonya R. Grier
Title: Clerk to the Commission

[CORPORATE SEAL]

Approved as to form:

By: _____
Name: Y. Soo Jo
Title: County Attorney

Exhibit A

