

**JACKSON ELECTRIC MEMBERSHIP CORPORATION
AND CITY OF LAWRENCEVILLE, GEORGIA
(JOINT EASEMENT AND USE AGREEMENT)**

Easement Number

JOINT RIGHT-OF-WAY
EASEMENT

FOR OFFICE USE ONLY
W.O # 675460
LOCATION # 644174405
Customers Name (Printed) ANCHOR LAWRENCEVILLE MOB OWNER LLC

GEORGIA

Parcel # R5144 193

GWINNETT, COUNTY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby grant unto Jackson Electric Membership Corporation, a corporation (hereinafter called the "Corporation"), whose post office address is Post Office Box 38, Jefferson, Georgia, 30549, and the City of Lawrenceville, Georgia, a municipal corporation (hereinafter called the "City"), whose address is 70 South Clayton Street, Lawrenceville, Georgia 30046 (the Corporation and the City are hereinafter collectively referred to as the "Grantees"), and to their respective successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of **Gwinnett**, State of Georgia, and more particularly described as follows:

All that certain tract or parcel of land at Parcel # R5144 193, JOHN B WILSON CT situated, lying and being in the G.M.D., County of **Gwinnett**, State of Georgia, containing **1.0867** acres, more or less, located **.001** miles in a **NORTH** direction from the City of **LAWRENCEVILLE**, and being bounded now or formerly as follows: On the North By **R5144 168** ; on the East by **R5144 057** ; on the South by JOHN B WILSON CT ; and on the West by **R5144 0418**; in the location depicted on Exhibit A attached hereto and made a part hereof for joint use by the Corporation and the City, together with the right to construct, reconstruct, operate and maintain continuously upon and under said lands and adjoining roads, said lines for transmitting electrical current, with poles, wire, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, (exhibit B, if applicable) including the right to attach communication wires on said poles, or under said land with necessary appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, make repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees, shrubbery and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers fixtures and appliances; also the right to ingress and egress over said land to and from said lines. Any timber cut on said lands by or for the Grantees shall remain the property of the owner of said timber. Any additional conditions are set forth on exhibit A. The minimum right-of-way width granted on either side of said lines shall be 15 feet for overhead lines; and 10 feet for underground cables.

The undersigned agrees(s) that all poles, wires and other facilities, including all electrical distribution equipment, installed on the above described premises at the expense of the Corporation or the City shall remain the property of the party that installed such facilities, removable at the option of the installing party at any time without notice to the undersigned.

By acceptance hereof or execution of this easement, the Corporation and the City hereby quitclaim and release any other right, title, and interest in any other utility easement or license that either has in the property described above (including, for the avoidance of doubt, any easement or other interest the Corporation or the City possesses in the property as of the date hereof outside of the easement area depicted on Schedule 1), if any, such that the Corporation and the City shall have no other easement rights in the property except as set forth herein.

Neither the Corporation nor the City shall be liable for, or bound by any statement, agreement or understanding not herein expressed.

The Corporation and the City shall have the right to jointly use the easement area for the installation, operation, maintenance, repair, and replacement of electric poles, wires, transformers, and related equipment. The Grantees agree to coordinate their respective uses of the easement area so as not to unreasonably interfere with each other's operations.

The Corporation and the City may, by mutual written agreement, share electric poles and related equipment installed within the easement area. Either Grantee may attach its wires, cables, transformers, and related equipment to poles owned by the other Grantee, subject to: (a) the prior written consent of the pole owner, which consent shall not be unreasonably withheld, conditioned, or delayed; and (b) compliance with all applicable safety codes, regulations, and industry standards, including the National Electrical Safety Code.

Each Grantee shall be responsible for the installation, maintenance, repair, and replacement of its own facilities and equipment within the easement area. In the event that maintenance, repair, or replacement of shared poles or equipment is required, the Grantees shall cooperate in good faith to allocate the costs thereof in proportion to their respective use of such shared facilities, unless otherwise agreed in writing.

Except in the case of emergencies, prior to the installation of any new poles, wires, or equipment within the easement area, the installing Grantee shall provide reasonable advance written notice to the other Grantee describing the proposed installation. The non-installing Grantee shall have fifteen (15) days from receipt of such notice to request joint use of any new poles to be installed, which request shall not be unreasonably denied.

Each Grantee shall be solely responsible for any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from such Grantee's installation, operation, maintenance, or use of its facilities within the easement area, except to the extent caused by the negligence or willful misconduct of the other Grantee. Nothing in this easement shall be construed as a waiver of any immunity or limitation of liability afforded to either Grantee under applicable law.

The Grantees shall, promptly following the completion of any installation, construction, maintenance, repair, or replacement work within the easement area, restore the surface of the easement area and any adjacent areas disturbed by such work to substantially the same condition as existed immediately prior to the commencement of such work, including the regrading, reseeding, and replanting of any disturbed areas. If the Grantees fail to complete such restoration within sixty (60) days following the completion of any such work (or such longer period as may be reasonably required due to weather or seasonal conditions), the Owner may, upon thirty (30) days' prior written notice to the Grantees, perform such restoration and recover the reasonable costs thereof from the Grantees.

This easement is non-exclusive, and the Owner reserves the right to use the easement area for any purpose that does not unreasonably interfere with the Grantees' installation, operation, maintenance, repair, and replacement of their respective facilities, including, without limitation, the right to construct and maintain landscaping, driveways, parking areas, and other surface improvements within the easement area, provided that such uses do not materially impair the Grantees' access to or use of their facilities.

The Owner shall have the right, at the Owner's sole cost and expense, to relocate the easement area to another location on the Owner's property, provided that: (a) the Owner provides the Grantees with at least ninety (90) days' prior written notice of the proposed relocation; (b) the relocated easement area is of substantially similar size and provides substantially equivalent access and utility to the Grantees; (c) the Owner pays all costs associated with relocating the Grantees' facilities to the new easement area; and (d) the Grantees' consent to such relocation, which consent shall not be unreasonably withheld, conditioned, or delayed. Upon completion of any such relocation, the parties shall execute and record an amendment to this easement reflecting the new location of the easement area, and the original easement area shall be released and quitclaimed to the Owner.

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IN WITNESS WHEREOF, the undersigned Owner(s) and Grantees have executed this Joint Right-of-Way Easement under seal as of the day and year set forth below.

OWNER:
ANCHOR LAWRENCEVILLE MOB OWNER LLC
By: _____
Name: _____
Title: _____

Unofficial Witness

(SEAL)
Printed Name: _____
Date: _____
Notary Public
[Notary Seal]
My Commission Expires: _____

CORPORATION:
JACKSON ELECTRIC MEMBERSHIP CORPORATION:

By: _____ (SEAL)
Printed Name: _____
Title: _____
Date: _____

Unofficial Witness

(SEAL)
Printed Name: _____
Date: _____
Notary Public
[Notary Seal]
My Commission Expires: _____

[signatures continue on following page]

CITY:
CITY OF LAWRENCEVILLE, GEORGIA:

By: _____ (SEAL)
Printed Name: _____
Title: _____
Date: _____

ATTEST:

City Clerk
[City Seal]

Unofficial Witness

Notary Public
[Notary Seal]
My Commission Expires: _____

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