

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

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PROJECT **2021030370** LETTER FILE DEED FILE MAPFILE  
ACCOUNT NUMBER **10336549-GPC4013-KPT-15**  
NAME OF LINE/PROJECT: **GPC GRID MINOLA 1072 (DEKALB COUNTY) DISTRIBUTION LINE**  
  
PARCEL NUMBER **005**  
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STATE OF GEORGIA  
DEKALB COUNTY

## **EASEMENT AGREEMENT**

EASEMENT AGREEMENT (this “Agreement”) made this day of \_\_\_\_\_, 2023, by and between the City of Stonecrest (“Grantor”), a municipal corporation duly incorporated and existing under the laws of the State of Georgia, and Georgia Power Company, a Georgia corporation duly organized and existing under the laws of the State of Georgia (the “Grantee”) (collectively, the “Parties”).

### **W I T N E S S E T H:**

**WHEREAS**, Grantor is the owner of (“Property”) located at 2831 Fairington Parkway, Lithonia, Georgia 30038 (Tax Parcel ID No. 16 055 01 011) in Land Lot 55 of the 16 District of Dekalb County, Georgia and being more particularly described on Exhibit “A” attached hereto;

**WHEREAS**, Grantee is upgrading electric distribution facilities to improve service reliability for the community and identified Grantors property for equipment placement.

**WHEREAS**, Grantor hereby grant and convey to the Grantee, its successors and assigns, the right, privilege and easement (“Easement”) to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein;

**WHEREAS**, the “Easement Area” is defined as any portion of the Property located within fifteen (15) feet of the centerline of the overhead GPC Grid Minola 1072 distribution line(s) as installed (“Project”) in the approximate location shown on “Exhibit A” attached hereto and made a part hereof;

**WHEREAS**, Grantor is willing to grant and Grantee is willing to accept the following easements and rights subject to the terms and conditions of this Agreement.

**NOW, THEREFORE, in consideration of Six Thousand n/100ths Dollars (\$6,000.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and benefits to be provided hereunder, the parties hereto agree as follows:

1. **RECITALS.** The parties hereto acknowledge and agree that the recitals set forth above are true and correct and incorporated herein for all purposes.
2. **GRANT OF EASEMENT.** Subject to and conditioned upon this Agreement, Grantor, for itself, legal representatives, successors and assigns, does hereby grant, bargain, sell, alien, convey and confirm, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee for the use and benefit of the Grantee easement of unrestricted and free access, The right of ingress and egress over the Property to and from the Easement Area; and (as defined hereinafter). The Easement is more particularly described in Exhibit "A".
3. **USE OF EASEMENTS.** The Grantor does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out herein. The easements and rights declared, established, created and granted to Grantee in this Agreement may be utilized by Grantee and its respective guests, patrons, invitees, contractors, agents, servants, licensees, tenants and employees in connection with the development, use as need for the Project.
4. **RESTRICTIONS AND LIMITATIONS.** For the consideration as set out hereinabove, Grantor does hereby expressly covenant and agree, as follows:
  - a. No buildings, structures, objects of natural growth or obstructions located on the Property shall penetrate or extend into the Easement. Grantor shall prevent any prohibited obstructions from affecting the Easement. Notwithstanding the foregoing, Grantor shall not be obligated to cut any tree that penetrates the Easement.
  - b. Without limiting Grantor's obligation to permit all prohibited obstructions in the Easement, Grantor grants and conveys to Grantee, its agents, contractors, servants and employees, the continuing right and easement to take action necessary to prevent the erection, continuing existence, or growth of any building, structure, improvement, tree or other object into the Easement, and to from the Easement any and all buildings, structures, improvements, trees or other object that may extend into the Easement, together with the right of unlimited ingress to, egress from, without notice, through the Property from time to time for any such purpose. Grantor does hereby grant unto Grantee permission to reduce the height of trees by the tops of trees that penetrate the Easement.
5. **RESERVED RIGHTS OF THE PARTIES.** The parties shall retain rights as follows:
  - a. The rights granted herein include and embrace the right of the Grantee to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances;
  - b. The right to attach communication facilities and related apparatus, fixtures, and

- appliances to said poles; the right to stretch communication or other lines within the Easement Area;
- c. The right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes;
  - d. The right to assign this Easement in whole or in part;
  - e. The right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom;
  - f. The right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Grantee now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; and
  - g. The right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Grantee shall remain the property of the owner of said timber.
6. **TERMINATION OF EASEMENTS.** In the event of the termination or expiration of the Project within this Agreement, any rights or easements granted hereunder by Grantor to Grantee, which rights are confined solely within the physical boundaries of the Project Parcel, shall automatically terminate to such extent and have no further force and effect. Notwithstanding the foregoing, nothing contained in this Section 3 shall be construed to alter, modify or change any of the rights granted hereunder from Grantor to Grantee with respect to property other than the Project encumbered by this Agreement.
7. **INDEMNIFICATION OF GRANTOR.** The Grantee shall not be liable for or bound by any statement, agreement or understanding not herein expressed. Grantee hereby indemnifies and holds harmless Grantor from any and all claims, liabilities, demands, costs and expenses, including court costs and attorneys' fees actually incurred at standard hourly rates arising out of or related to any claim, liability or damage incurred by Grantor as the result of the grant of the rights and easements to Grantee in this Agreement, the exercise of such rights by Grantee or Grantee's interference with existing easement rights granted by Grantor to third parties, including all personal injury or property damage occurring on the Property, provided that such claim, liability, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property on the Property, and only to the extent caused by the negligent acts or omissions of the Grantee or any party directly or indirectly engaged by Grantee. The foregoing indemnities shall survive the expiration or termination of this Agreement.
8. **SUCCESSOR AND ASSIGNS.** This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, successors-in-title and assigns. Grantor terms shall include heirs, successors and assigns.

9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
10. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.
11. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective either upon the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or upon confirmed delivery, when sent by facsimile transmission or by private courier service for same-day or overnight delivery. Rejection or other refusal to accept delivery or inability to deliver because of changed address of which no notice has been given, shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the respective addresses set forth below:

To Grantor: City of Stonecrest  
Street  
Stonecrest, Georgia  
Attention:

To Grantee: Georgia Power Company  
Attn: Land Acquisition (Recording)  
241 Ralph McGill Blvd NE Bin 10151  
Atlanta, GA 30308-3374  
Attention: Destiny Cabrera

By notice in accordance with the above to all parties shown above, the parties hereto may designate from time to time a change of address for all such notices.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and all prior discussions and agreements between the parties with respect to the subject matter hereof are merged herein. Any agreement hereunder made shall be ineffective to change, modify or discharge this Agreement unless such agreement hereafter made is in writing and signed by the parties hereto.
13. **SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. **EXHIBITS.** Any exhibit referred to in this Agreement is incorporated herein by reference and forms a part of this Agreement for all purposes.

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

CITY OF STONECREST

Signed, sealed and delivered in the presence  
of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Notary Public

By: \_\_\_\_\_ (SEAL)

Name:

Title:

Attest: \_\_\_\_\_ (SEAL)

Name:

Title:

[CORPORATE SEAL]