
Space Above This Line For Recorder's Use

Return To:
Southern Company Gas
c/o SinglePoint Services
506 South Broad St.
Monroe, GA 30655

Parcel ID: 18 081 04 005

**STATE OF GEORGIA
COUNTY OF DEKALB**

ATLANTA GAS LIGHT COMPANY
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the “**Agreement**”), is made and executed this _____ day of _____, 2025, by and between **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“**Property Owner**”) and **ATLANTA GAS LIGHT COMPANY**, a Georgia corporation (“**AGLC**”):

WITNESSETH:

WHEREAS, Property Owner is the owner of certain real property more particularly described on **Exhibit “A”** attached to this Agreement and made a part hereof (the “**Property**”), and is the owner of the fee simple title to land lying in Land Lot 81, of the 18th District, DeKalb County, Georgia, as described in a deed dated the 15th day of January, 2004, recorded in Deed Book 15778, Page 67, respectively, in the Office of the Clerk of the Superior Court of DeKalb County, Georgia.

WHEREAS, AGLC requires easements over a portion of the Property as approximately depicted on **Exhibit “B”** attached to this Agreement and made a part hereof (the “**Easement Area**”) in order to conduct construction activities in connection with certain property AGLC owns or has rights to use (the “**AGLC Property**”) (which AGLC Property may be a part of the Property), and

WHEREAS, Property Owner is willing to grant to AGLC easements as provided in this Agreement.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Grant of Easements.** Property Owner hereby grants and conveys to AGLC the following easements, rights and privileges (collectively called the “**Easements**”):
 - a. An exclusive easement in, upon, under and through the Easement Area to move, stage and store construction and other machinery, apparatus, equipment, vehicles and personnel and to do such other activities as AGLC shall deem necessary or desirable in connection with certain activities on, in, under or above the AGLC Property, such activities on the AGLC Property including, without limitation, the construction, installation, laying, maintenance, inspection, testing, operation, repair, replacement, alteration, renewing, rebuilding, reconstruction, improvement, upgrading, enhancement, changing, patrolling, adding and removing of pipes, mains, equipment, cables, lines, conduits, valves, regulators, heaters, meters, anodes, ground beds, fittings, markers, cathodic protection facilities, and regulator stations, and pipeline communication systems of every nature and description (collectively called the “**Systems**”).
 - b. A non-exclusive easement of unrestricted and free access, ingress and egress to and from the Easement Area on, over and through the Property.
 - c. A non-exclusive easement to go on, over and through Property and the Easement Area to inspect and survey the Property and Easement Area;
 - d. A non-exclusive easement to cut, clear, remove, and dispose of all trees, undergrowth, improvements, and any other obstructions now or in the future located in the Easement Area that may interfere with or hinder the exercise of the rights and privileges of the Easements granted in this Agreement; and
 - e. All other rights, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area, the Easements and the rights and privileges of the granted in this Agreement.
2. **Expiration of Agreement.** This Agreement shall expire on or before the date ninety (90) days after the date of commencement of construction of the Systems. Upon the expiration of this Agreement, AGLC agrees to restore the Easement Area to as near as practicable, the condition in which it existed prior to AGLC’s use.
3. **Enforcement; Strict Compliance.** AGLC shall have the right to take any action, at law and in equity, to enforce or prevent the interference with, the easements, rights and privileges granted in this Agreement. Failure of any party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be deemed to be, a waiver of such party’s right to demand exact compliance with the terms of this Agreement.
4. **Transferability.** AGLC shall have the full right and authority to assign, transfer, grant easements and convey to others, the, interests, rights, and privileges declared in this

Agreement, in whole or in part, without the prior consent of Property Owner or any other party.

5. **Authority.** The parties warrant and represent one to the other that they have full power and authority to enter into this Agreement.
6. **Binding Effect.** This Agreement shall be binding upon and enforceable against, and shall be for the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.
7. **Running with the Land.** The provisions of this Agreement shall run with and bind the Property and inure to the benefit of the AGLC property.
8. **Integrated Agreement; Modification.** This Agreement constitutes the entire and complete agreement between the parties with respect to the transaction contemplated hereby, and conversations, representations, promises, inducements, warranties or statements not reduced to writing and expressly set forth in this Agreement shall be of no force or effect whatsoever. No conduct or course of action undertaken or performed by the parties shall have the effect of, or be deemed to have the effect of, modifying, altering or amending the terms, covenants and conditions of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument executed by the party to be bound.
9. **Severability.** If any of the provisions of this Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.
10. **Headings.** The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement or any part of this Agreement.
11. **Construction.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.
12. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be a part of this Agreement by such reference or other mention at each point in which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time such terms are used.
13. **Counterparts.** This Agreement may be signed in counterparts and shall be considered a complete instrument when all parties have affixed their signatures.
14. **Governing Law.** This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State in which the Property is located, and those laws shall control in the event of any conflict of laws.

TO HAVE AND HOLD, the rights, privileges and duties set out herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

DeKalb County, Georgia, a political
subdivision of the State of Georgia

Unofficial Witness

Signature

Notary Public

Print Name

My Commission Expires:

Title

(NOTARY SEAL)

EXHIBIT "A"

Description of the Property

All that tract or parcel of land lying and being in Land Lot 81 of the 18th District, DeKalb County, Georgia, being more fully described in a deed dated January 15, 2004 and recorded February 4, 2004 in Deed Book 15778, Page 67, DeKalb County, Georgia records, also being known as Tax Parcel ID 18 081 04 005.

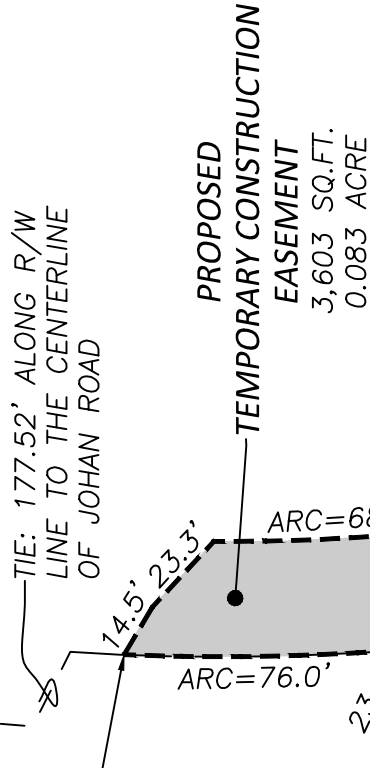
**DEKALB COUNTY, GEORGIA
LAND LOT 81, 18TH LAND DISTRICT**

- NOTES:
- 1) SURVEY INFORMATION OBTAINED FROM FIELD SURVEY COMPLETED 10/24/2024.
 - 2) REFERENCE DEED BOOKS AND/OR PLAT BOOKS AS SHOWN HEREON.
 - 3) THIS SURVEY IS INTENDED FOR PURPOSES OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE LANDS SHOWN HEREON.
 - 4) THIS PLAN IS NOT INTENDED TO CONFORM TO A LAND TITLE SURVEY AS DEFINED IN RULE 180-7-.02 OF THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS OF THE STATE OF GEORGIA.
 - 5) THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS NOT OBSERVED.
 - 6) THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS, BEARINGS AND DISTANCES (U.S. SURVEY FEET) ARE REFERENCED TO GEORGIA STATE PLANE, WEST ZONE NAD 83.



LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- N/F NOW OR FORMERLY
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- IPF IRON PIN FOUND
- R PROPERTY LINE
- R/W RIGHT OF WAY LINE



N/F
DEKALB COUNTY, GEORGIA
DB 15778 PG 67
PB 72 PG 85
TAX ID# 18 081 04 005

DESHONG ROAD
RIGHT OF WAY VARIES

EXHIBIT B

DRAWN:	JJB
FILE:	EXHB_DEKALB CO TCE
SCALE:	1"=50'
DATE:	2/18/2025
CHECKED:	JWT
	AFE 11076828-3300

ATLANTA GAS LIGHT COMPANY

PROPOSED TEMPORARY CONSTRUCTION EASEMENT ON
THE PROPERTY OF

DEKALB COUNTY, GEORGIA

DEKALB COUNTY GEORGIA

PROJECT NAME: PANTHERSVILLE TO NORCROSS ISOLATION 4 M&N CUTOUTS

REVISIONS	DATE

