
(Space Above for Recorder's Use)

STATE OF GEORGIA

COUNTY OF DEKALB

When Recorded Return To:
DeKalb County Law Department
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
Attention: County Attorney

EASEMENT AGREEMENT

(934 Briarcliff Road, Atlanta, Georgia 30306)

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made as of October __, 2019, by **UHS OF LAUREL HEIGHTS, L.P.**, a Delaware limited partnership (“**Grantor**”) with a mailing address of _____, in favor of **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“**Grantee**”) with a mailing address of DeKalb County Law Department, 1300 Commerce Drive, 5th Floor, Decatur, Georgia 30030, Attention: County Attorney.

RECITALS

A. Grantor is the owner of certain real property located in Land Lot 1 of the 18th District of DeKalb County, Georgia, as more particularly described on **Exhibit “A”** attached hereto (the “**Burdened Property**”).

B. Grantor owns and operates a healthcare facility (the “**Facility**”) on the Burdened Property.

C. Grantor desires to grant to Grantee an easement across that certain portion of the Burdened Property more particularly described on **Exhibit “B”** attached hereto (the “**Easement Area**”) for the installation, connection, maintenance, repair and replacement of a booster pump(s), back flow preventer, piping and other necessary apparatus, fixtures and equipment in order to permit Grantor to mitigate intermittent low water pressure issues that Grantor may experience at the Facility, all as more fully set forth herein.

NOW THEREFORE, in consideration of \$10.00 in hand paid, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement; Removal of Water Pressure Stabilization Facilities.

(a) Grantor hereby grants, bargains, sells, aliens, conveys and confirms to Grantee, and to Grantee's agents, successors and assigns, a non-exclusive perpetual easement in, on, over, through, under and across the Easement Area for (i) the installation and connection and (ii) at Grantee's sole discretion, the maintenance, repair, and replacement, of a booster pump(s), back flow preventer, piping and other necessary apparatus, fixtures and equipment (collectively, the "**Water Pressure Stabilization Facilities**") necessary to permit Grantor to mitigate intermittent low water pressure at the Facility. Grantor, hereby acknowledges that the easements granted to Grantee herein shall be deemed include, but not be limited to, the construction, ground excavation, operation, inspection, testing maintenance, alteration, reconstruction, upgrade and any and all other activities directly or indirectly related to the provision of proper water pressure levels at the Facility. The easements granted to Grantee herein shall also be deemed to include a non-exclusive right of ingress and egress access to the Easement Area across the Burdened Property from the public right-of-way adjoining the Burdened Property.

(b) Grantor acknowledges that upon termination of this Agreement by Grantor and Grantee, Grantee may elect, in Grantee's sole and absolute discretion, either to (i) remove the Water Pressure Stabilization Facilities or (ii) sell the Water Pressure Stabilization Facilities to Grantor at Fair Market Value. Grantor hereby covenants that in the event that Grantee elects to sell the Water Pressure Stabilization Facilities to Grantor at Fair Market Value, that Grantor shall remit payment to Grantee within thirty (30) days after notice from Grantee. For purposes of this Agreement, the "Fair Market Value" of the Water Pressure Stabilization Facilities shall be the monetary value of the Water Pressure Stabilization Facilities as determined by Grantee according to the following formula: Fair Market Value = (cost of the Water Pressure Stabilization Facilities - residual value) ÷ the useful life of the Water Pressure Stabilization Facilities in years. Grantee and Grantor anticipate that the Fair Market Value of the Water Pressure Stabilization Facilities will be de minimis.

2. Grantor's Obligations; Grantee's Access Right for Inspection. Once the installation of the Water Pressure Stabilization Facilities is complete, it shall be the absolute obligation of Grantor, at its sole cost and expense, to maintain, repair, restore or replace the Water Pressure Stabilization Facilities, including without limitation, restoration and replacement of the Water Pressure Stabilization Facilities in the event of damage or destruction from casualty. Grantee shall have the right, in Grantee's sole discretion, to enter upon the Easement Area to inspect the Water Pressure Stabilization Facilities and to measure the water pressure at the Facility. In the event that Grantor shall fail to perform its maintenance, repair and replacement obligations as required hereunder, Grantee may (but shall not under any circumstances be required to) enter upon the Easement Area to maintain, repair and replace the Water Pressure Stabilization Facilities, at Grantor's sole cost and expense, in order to mitigate any low water pressure at the Facility.

3. Run With the Land; Successors and Assigns. All the easements, covenants, agreements, rights, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants and interests in real property running with the land, binding upon, inuring to the benefit of and enforceable by (i) Grantee and its successors and assigns, and (ii) Grantor, and all subsequent fee simple owners of the Burdened Property and the Facility. Grantor does hereby agree to release, hold harmless and indemnify Grantee from any and all claims and causes of action of any nature by the holders of any mortgage or security title or lien on the Burdened Property or the Facility. Grantor hereby warrants that Grantor has the right to convey the easements (and related access rights) contemplated in this Agreement and binds Grantor, and its successors and/or assigns forever to defend by virtue of these presents. The provisions of this Agreement shall run with and bind the Burdened Property and the Facility and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and/or assigns and shall be and remain in effect perpetually.

4. No Inconsistent Use. Grantee is hereby entitled to the use of the Easement Area for the easements specifically permitted herein, and any use or activity by any other party that is inconsistent with the permitted uses of Grantee is strictly prohibited. In the event Grantee discovers any use of the Easement Area by any party other than Grantee that interferes with or is inconsistent with Grantee's permitted uses hereunder (the "**Inconsistent Use**"), Grantee shall notify Grantor in writing. Upon receipt of such written notice, Grantor shall: (i) cause the Inconsistent Use to be immediately discontinued, and (ii) remove all obstructions from the Easement Area to the extent necessary to avoid interference with Grantee's permitted use of the Easement Area. In the event Grantor does not cause removal of the Inconsistent Use within ten (10) days after receipt of written notice from Grantee, Grantee shall have the right to remove such Inconsistent Use and all costs and expenses associated with discontinuing such Inconsistent Use and removing any obstructions shall be borne by Grantor. Notwithstanding the foregoing, in the case of an emergency, Grantee shall have the right to immediately remove the Inconsistent Use without prior notice to Grantor, such removal being at Grantor's cost and expense.

5. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) Entire Agreement. This Agreement, including the Exhibits attached hereto, supersedes all prior discussions and agreements between Grantor and Grantee and contains the entire agreement with regard to the subject matter described herein and all prior negotiations and agreements are merged herein. In the event Grantee currently has any other easement or easements pertaining in whole or part to the Burdened Property, then the provisions of such other easements and this instrument shall be cumulative; provided however, in the event of any conflict between the terms of this instrument and the terms of any other easements, the terms of this instrument shall apply.

(c) Captions. The section headings or captions used herein are for convenience only and are not a part of this instrument and do not in any way limit, define or amplify the scope or intent of the terms and provisions hereof.

(d) Notices. All notices, requests, demands, instructions, and other documents shall not be effective unless sent by recognized overnight delivery service or personally delivered or couriered, or mailed, certified or registered mail, return receipt requested, to the addresses set forth on the first page of this Agreement. Any party may, at any time, change its address for the above purposes, by mailing a notice stating the change and setting forth the new address.

(e) Amendments; Termination. This Agreement can be changed or terminated only by an agreement in writing executed by the parties.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

(NOTARIAL SEAL)

My Commission Expires:_____

GRANTOR:

UHS OF LAUREL HEIGHTS, L.P., a Delaware limited partnership

By: UHS of Georgia, Inc., a Delaware corporation, its General Partner

By: _____
Name: Patrick McDaniel
Its: Chief Executive Officer

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public

(NOTARIAL SEAL)

My Commission Expires: _____

GRANTEE:

DEKALB COUNTY, GEORGIA

By: _____

Name:

Title:

[SEAL]

ATTEST

APPROVED AS TO FORM:

Office of the County Attorney

Exhibit "A"

Legal Description of Burdened Property

All that tract or parcel of land lying and being in Land Lot 1 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

To reach the POINT OF BEGINNING: Commence at an iron pin found where the northwesterly Right- of- Way of Briarcliff Road (variable Right- of- Way) intersects the south line of Land Lot 1, said point being the northeast corner of land now or formerly owned by William F. Dougherty (Deed Book 4026, Page 37) and proceed thence North 66 degrees 17 minutes 06 seconds West along the northwesterly Right- of- Way of Briarcliff Road (variable Right- of- Way) for a distance of 20.04 feet (formerly a record bearing and distance of North 66 degrees 26 minutes 50 seconds West, 19.90 feet) to the POINT OF BEGINNING: from the point of beginning, thus established, running thence North 66 degrees 09 minutes 38 seconds West (formerly a record bearing of North 66 degrees 26 minutes 50 seconds West) along the northeasterly line of said Dougherty property and also along the northeasterly side of a 10 foot alley, a distance of 740.60 feet to a point; running thence Northerly along the easterly side of 10 foot alley and also along the easterly line of the subdivision of property of Mr. and Mrs. W.E. Hancock (Plat Book 7, Page 15) the following courses and distances: North 00 degrees 13 minutes 21 seconds West, 106.81 feet to an iron pin found; thence North 00 degrees 12 minutes 33 seconds East, 54.75 feet to an iron pin found; thence North 00 degrees 15 minutes 17 seconds West, 52.59 feet to an iron pin found; thence North 00 degrees 12 minutes 38 seconds East, 100.08 feet to an iron pin found; thence North 00 degrees 18 minutes 56 seconds West, 199.48 feet to an iron pin found; thence North 00 degrees 27 minutes 16 seconds West, 122.20 feet to the southwest corner of land now or formerly owned by DeKalb County (Deed Book 2832, Page 515), the preceding bearings and distances representing a record bearing and distance of North 00 degrees 28 minutes 38 seconds West, 635.90 feet; running thence Southeasterly along the southwesterly line of said DeKalb County property the following courses and distances: South 66 degrees 04 minutes 30 seconds East (formerly a record bearing of South 66 degrees 21 minutes 43 seconds East), 365.60 feet to an iron pin found; thence South 23 degrees 53 minutes 24 seconds West, 43.62 feet (formerly a record bearing and distance of South 23 degrees 41 minutes 00 seconds West, 43.63 feet) to an iron pin found; thence South 51 degrees 03 minutes 30 seconds East, 80.63 feet (formerly a record bearing and distance of South 51 degrees 22 minutes 45 seconds East, 80.62 feet) to an iron pin found; thence North 54 degrees 25 minutes 54 seconds East, 104.09 feet (formerly a record bearing and distance of North 54 degrees 11 minutes 17 seconds East, 104.07 feet) to an iron pin found; thence South 66 degrees 06 minutes 01 second East, 150.35 feet (formerly a record bearing and distance of South 66 degrees 22 minutes 26 seconds East, 150.3 feet) to a point; thence South 19 degrees 57 minutes 01 second East, 35.01 feet (formerly a record bearing and distance of South 20 degrees 17 minutes 20 seconds East, 35.00 feet) to an iron pin found; thence South 66 degrees 04 minutes 12 seconds East, 326.99 feet (formerly a record bearing of South 66 degrees 21 minutes 34 seconds East) to the northwesterly Right- of- Way of Briarcliff Road (variable Right- of- Way); running thence Southwesterly along the northwesterly Right- of- Way of Briarcliff Road (variable Right- of- Way) the following courses and distances: South 22 degrees 04 minutes 19 seconds West (formerly a record bearing of South 21 degrees 47 minutes 07 seconds West), 387.75 feet to a point; thence along the arc of a curve to the right, 192.20 feet (said arc having a chord distance of 191.97 feet on a bearing of South 26 degrees 55 minutes 25 seconds West) (formerly a record bearing of South 26 degrees 38 minutes 14 seconds West) and a radius of 1134.866 feet) to the POINT OF BEGINNING.

Said property containing 11.62410 acres or 506,346 square feet.

Exhibit "B"

Legal Description of Easement Area

All that tract or parcel of land lying and being in Land Lot 1 of the 18th District, DeKalb County, Georgia, being more particularly described as follows:

Commencing at a 1/2" rebar found at the intersection of the south line of Land Lot 1 and the northeast right-of-way margin of SR 42 (Briarcliff Road) (30' northwest of the centerline of SR 42 at this point), said 1/2" rebar found being the POINT OF COMMENCEMENT; thence along the right-of-way margin of SR 42 N63°18'03"W, for a distance of 20.04' to a point (50' northwest of the centerline of SR 42 at this point); thence leaving the northeast right-of-way margin of SR 42 N06°48'39"E, for a distance of 338.12' to a back of curb corner point, said point being the POINT OF BEGINNING (N: 1375145.93, E: 2242355.40 (Grid)); thence along the back of curb line N27°48'17"E, for a distance of 20.00' to a point in asphalt; thence S62°11'43"E, for a distance of 20.00' to a point; thence S27°48'17"W, for a distance of 20.00' to a point; thence N62°11'43"W, for a distance of 20.00' to a point, which is the POINT OF BEGINNING.

Said tract or parcel having an area of 400 square feet or 0.009 acres (NAD 83(2011) - SPC GA W).