
Space Above This Line For Recorder's Use

RETURN TO:

Southern Company Gas
c/o SinglePoint Services
1620B S. Broad St.
Monroe, GA 30655

Parcel ID: 15 051 01 002

**STATE OF GEORGIA
COUNTY OF DEKALB**

**ATLANTA GAS LIGHT COMPANY
EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into 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**”).

WHEREAS, Property Owner is the owner of real property more particularly shown on **Exhibit “A”** attached to this Agreement (the “**Property**”); and is the owner of the fee simple title to land lying in Land Lots 50, 51, 52, 78, and 79 of the 15th District, Dekalb County, Georgia, as described in a deed dated the 29th day of September, 2006, recorded in Deed Book 19228, Page 223, respectively, in the Office of the Clerk of the Superior Court of Dekalb County, Georgia.

WHEREAS, Property Owner and AGLC desire to establish easements over, under, across and through a portion of the Property which easement area is ten feet (10') in width, as more particularly described on **Exhibit “A”** attached to this Agreement (the “**Easement Area**”).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. **Grant of Easements**. Property Owner hereby grants and conveys AGLC the following easements, rights and privileges (collectively called the “**Easements**”):
 - a. An exclusive perpetual easement from time to time to construct, install, lay, maintain, inspect, test, operate, repair, replace, alter, renew, rebuild, reconstruct, upgrade, enhance, change, patrol, add and remove in, upon, under, and above the Easement Area pipes, mains, equipment, cables, lines, conduits, valves, regulators, meters, anodes, fittings, markers, cathodic protection facilities, regulator stations, and pipeline communication systems, of every nature and

description, together with such machinery, apparatus, equipment, fixtures, improvements, appurtenances and facilities related thereto or as AGLC in its sole discretion, deems necessary or desirable (collectively called the “**Systems**”) and to perform any additional activities deemed necessary or desirable by AGLC, in its sole discretion.

- b. A non-exclusive perpetual easement from time to time of unrestricted and free access, ingress and egress to and from the Easement Area on, over and through the Property.
- c. A non-exclusive perpetual easement from time to time to go on, over and through Property and the Easement Area to inspect and survey the Property and Easement Area;
- d. The right to excavate the Easement Area; and
- e. All other rights, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area, the Easement and the rights and privileges of the granted in this Agreement.

2. Non-interference with Use of Easement Area. AGLC shall have the right to cut, remove, clear and keep all trees, branches, undergrowth and other obstructions from the Easement Area and the Property as AGLC may deem necessary from time to time for the use of the Easement and for the safe operation and maintenance of and access to the Systems. AGLC is hereby entitled to the use of the Easement Area for the purposes set forth in this Agreement, and any use or activity by any other party that is inconsistent with the permitted uses of AGLC is strictly prohibited. Construction of any buildings or other structures on, or any grading, digging, or filling of the Easement Area shall not be permitted without the express written consent of AGLC. With respect to any future use of the Easement Area that AGLC may determine to pursue, in the event that any existing use of the Easement Area by any party other than AGLC interferes or is inconsistent with such future use (the “**Inconsistent Use**”), the Inconsistent Use shall immediately be discontinued, and all obstructions, including, without limitation, all facilities, buildings, and other structures, associated with the Inconsistent Use, shall be removed from the Easement Area to the extent necessary to avoid interference with the AGLC’s use of the Easement Area, and all costs and expenses associated with discontinuing such Inconsistent Use and removing any obstructions shall be borne by the party engaged in such Inconsistent Use.

3. Transferability. AGLC shall have the full right and authority from time to time to lease, sell, assign, transfer, grant easements and convey to others, the estates, title, interests, rights, and privileges granted or declared in this Agreement, in whole or in part, without the prior consent of Property Owner or any other party.

4. Title. Property Owner represents and warrants that Property Owner has good, marketable insurable title to the Property. AGLC shall have and hold the Easement and the Easement Area in perpetuity.

5. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State in which the Property is located.

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. Entire Agreement; Other Easements. This Agreement supersedes all prior discussions and agreements between the parties and contains the entire agreement between the parties with respect to the Easement and the other matters described herein. In the event AGLC currently has any other easement or easements pertaining in whole or part to the Easement Area, then the provisions of such other easements and this Agreement shall be cumulative; provided however, in the event of any conflict between the terms of this Agreement and the terms of any other easements, the terms of this Agreement shall apply.

8. 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.

9. Running with the Land. The provisions of this Agreement shall run with and bind the Property and shall be and remain in effect perpetually.

10. Enforcement. AGLC shall have the right to take any action, whether at law or at equity, to enforce or prevent the interference with, the easements, rights and privileges granted in this Agreement.

11. 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.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

13. Construction. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have prepared or drafted such provision.

14. 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 at 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.

15. Authority. The parties warrant and represent one to the other that they have full power and authority to enter into this Agreement.

[Signatures on following page]

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

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

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

Unofficial Witness

By: _____
Signature

Notary Public

Print Name: _____

My Commission Expires:

Title: _____

(NOTARY SEAL)

Exhibit "A"

Description of the Property, Easement Area
and/or
Temporary Construction Easement Area