Georgia Power

Environmental & Natural Resources
241 Ralph McGill Boulevard NE
Atlanta, GA 30308-3374

October 26, 2020

Dekalb County
1300 Commerce Drive
Decatur, GA 30030

RE: Project Name: Austin Drive – Decatur 115kV (OHGW)
Georgia Power Company LIMS Project:**2017114591- Parcel 141**
Property Location: 3630 Glenwood Rd, Decatur, GA 30032 (PIN#15 185 01 002)

Dear Mr. Bell,

As you know from our previous discussions, Georgia Power Company ("Georgia Power") wants to acquire an easement across your property for our proposed **Austin Drive – Decatur 115kV (OHGW)** I've enclosed a map that shows the location of our proposed transmission line on your property, a copy of the standard transmission line easement document that describes the property rights we need to acquire from you (the "Easement").

We have evaluated the value of the easement area we wish to acquire from you and, based on that evaluation, Georgia Power is offering **$435.00** upon receipt of (i) the Easement that has been signed by you (please note that the Easement must also be signed by a witness and a notary public).

Your property's evaluation is based on the following:

| | |
|---|---|
| a. Total Acreage of Property | 16.60 acres |
| b. Easement Area | 0.05 acres |
| c. Price per Acre | $870/SF |
| d. Easement Rights Factor | 50% |
| e. Total Assessed Value | $435.00 |

I will continue to be available to answer any questions you may have concerning the transmission line or this proposal. If you have questions, please call me at 912-656-7860, or email me at: cdsikes@southernco.com.

Best regards,

*Cicely Sikes*
Land Agent
Enclosures

***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 **2017114591** LETTER FILE DEED FILE MAP FILE

ACCOUNT NUMBER **10155484-GPC9596-VBS-12.01**

NAME OF LINE/PROJECT: **AUSTIN DRIVE - DECATUR 115 KV TRANSMISSION LINE OHGW REPLACEMENT PROJECT**

PARCEL NUMBER **141**

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STATE OF GEORGIA
_____ COUNTY

# E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **DEKALB COUNTY** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **1300 Commerce Dr, Decatur, GA 30030-3222**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 3630 GLENWOOD RD, DECATUR, GA 30032 (Tax Parcel ID No. 15 185 01 002) in Land Lot 168, 185 of the 15 District of Dekalb County, Georgia.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to others; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Easement Area (other than fences as provided for herein), regardless of whether the offending party is the

Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

The Undersigned warrants and will forever defend the title to the rights, privileges, easements and interests granted herein to the Company against the claims of all persons whomsoever.

[Signature(s) on Following Page(s)]

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

Signed, sealed and delivered in the presence of:

_____
Witness

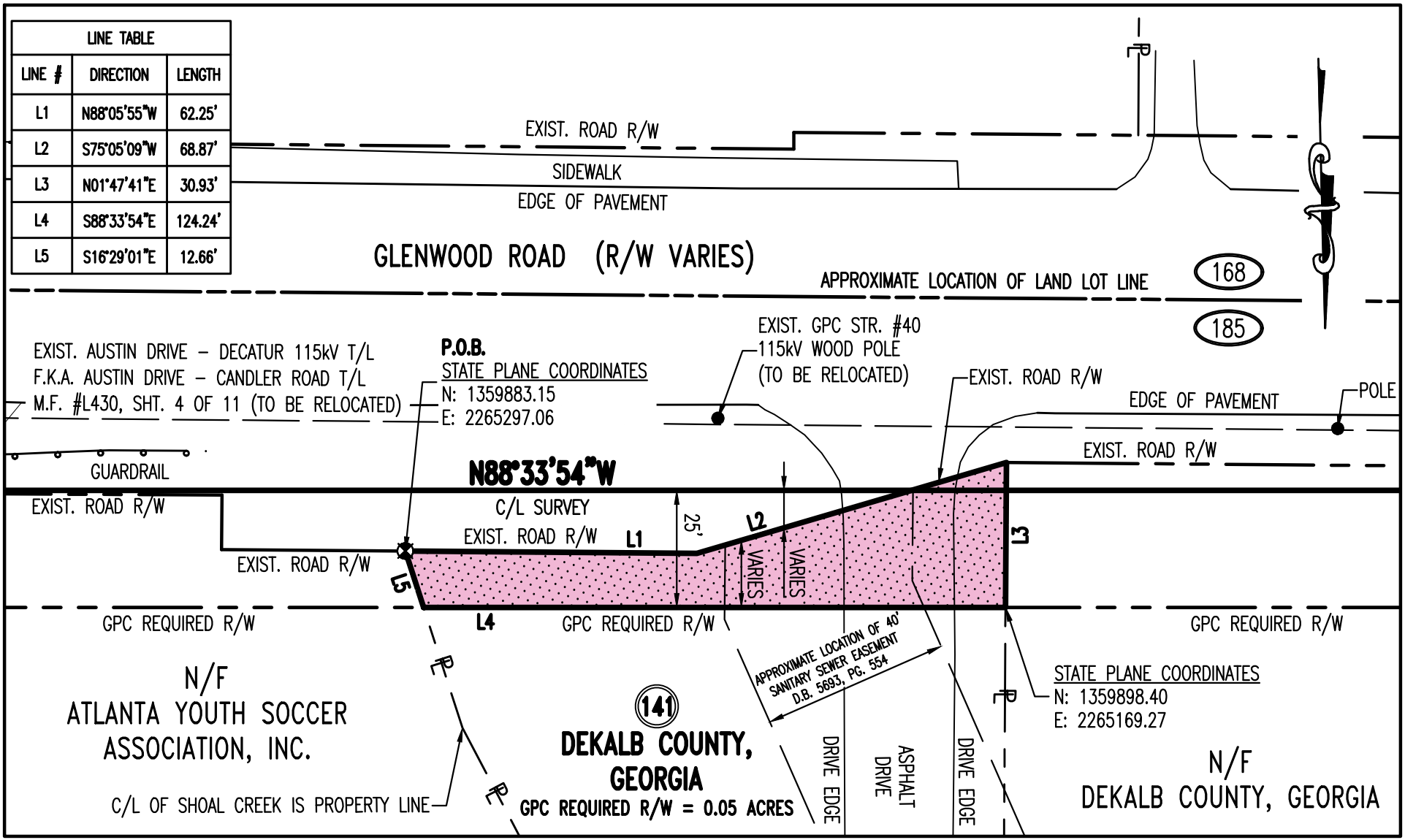
_____
Notary Public

DEKALB COUNTY

By: _____ (SEAL)
Name:
Title:

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]




REFERENCE: GPC M.F. #P454-8, SHEET 9 OF 11 GEORGIA POWER COMPANY - LAND DEPARTMENT COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

**SYMBOL LEGEND**

- IRON PIN SET
- IRON PIN FOUND
- ROW MARKER
- R/W GPC R/W MONUMENT
- QUITCLAIMED R/W
- EXISTING POLE
- POINT OF BEGINNING (POB)
- POC= POINT OF COMMENCEMENT
- GPC REQUIRED R/W
- GPC EXISTING R/W

**PARCEL No. 141**

# AUSTIN DRIVE – DECATUR 115kV TRANSMISSION LINE
## (AUSTIN DRIVE SUBSTATION TO OLD HICKORY SUBSTATION)

CROSSING THE PROPERTY OF

## DEKALB COUNTY, GEORGIA

LAND LOT 185, 15TH DISTRICT, DEKALB COUNTY, GEORGIA

| | |
|---|---|
| DATE: | 07/31/2019 |
| SCALE: | 1" = 30' |
| DRAWN BY: | SNA/TDP |

**EXHIBIT A**

SHT 1 OF 1