

STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
FULTON COUNTY

07 MAY -8 PM 2:40

1001 CHEROKEE AVE

K/9 - MOUNTED

FILE NO. 8-233  
GRADY SUBSTATION

LEASE AGREEMENT  
(Commercial Lease)

THIS LEASE AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2003 between GEORGIA POWER COMPANY, a Georgia corporation with offices at BIN 10151, 241 Ralph McGill Boulevard, N.E., Atlanta, Fulton County, Georgia 30308-3374 (hereinafter referred to as "Lessor"), and CITY OF ATLANTA, GEORGIA, d/b/a Atlanta Police Department, a body politic and corporate and a political subdivision of the State of Georgia, whose address is 675 Ponce de Leon Avenue, NE, Atlanta, Georgia 30308-1807 (hereinafter referred to as "Lessee").

W I T N E S S E T H:

THAT Lessor has this day rented and leased to Lessee that certain tract of land, together with the improvements located thereon, being in Land Lot 42, 14<sup>th</sup> District, Fulton County, Georgia (hereinafter referred to as the "Premises"), more particularly described on Exhibit "C" attached hereto and by reference made a part hereof.

Notwithstanding the foregoing or any provision of this lease to the contrary, specifically excluded from the "Premises" is any and all property, real, personal or mixed (including without limitation fixtures or equipment), constituting all or any portion of any existing transmission or distribution lines or communications lines of Lessor or any affiliates of Lessor, including without limitation lines, poles, towers, frames, manholes, conduits, fixtures, appliances, wires, cables or equipment, or protective wires or devices, or communications lines, cables or equipment. The Premises also excludes the existing building (the "Building") located on the Premises, which was constructed by, and is owned by, Lessee.

The Premises are rented and leased by Lessor to Lessee subject to the following terms and conditions, to wit:

1. The term of this lease is one (1) year, commencing on the date hereof and ending on the first anniversary of the date hereof, at 11:59 PM, and the term shall be extended automatically thereafter from year to year for additional periods of one (1) year each, subject, however, to termination by Lessor or by Lessee, as hereinafter provided.

2. As rental for the Premises, Lessee agrees to pay Lessor the sum of Zero Dollars.

3. Intentionally Deleted.

4. The Premises shall be used solely for the purpose of training drug and bomb sniffing police dogs, and for no other purpose. Lessee agrees that the Premises may or may not be

suitable for the use Lessee desires to make of the Premises and that the Premises may not be in a safe or proper condition for such use. LESSEE AGREES THAT LESSEE IS LEASING, AND ACCEPTS, THE PREMISES "AS IS", "WHERE IS", "WITH ALL FAULTS" AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO FITNESS, MERCHANTABILITY, USE OR CONDITION OF THE PREMISES.

5. Lessee agrees not to abandon or vacate the Premises during the term of this lease and agrees to continuously use the Premises solely for the purposes herein leased until the expiration of the term hereof.

6. Neither this lease nor the interest of Lessee in this lease or in the Premises, or any part thereof, shall be sold, assigned, sublet or otherwise transferred by Lessee, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Lessor, and any such assignment or sub-lease without said consent shall be null and void. If Lessee is not an individual, a change in the controlling ownership of Lessee, directly or indirectly, shall be deemed to be an assignment of this lease. However, in the event that (a) Lessee shall sell the business that Lessee is conducting (if such business is permitted under the terms of this lease) on the Premises, and (b) Lessee is not then in default under this lease, then Lessor agrees to allow Lessee to assign this lease to the new owner of such business upon such owner assuming all of the obligations of Lessee under this lease, but the transferring Lessee shall not be released from liability under this lease.

7. Lessee, at Lessee's sole cost and expense, shall obtain any and all appropriate municipal, county and state permits required for Lessee's business on the Premises and shall at all times use, occupy and operate the Premises in compliance with all applicable city, county, state, federal and local laws, ordinances, statutes, rules and regulations now in effect or hereafter enacted. Lessee shall not place, use, store, spill or discharge any hazardous, toxic or dangerous substances on the Premises. Lessee hereby indemnifies Lessor from any and all loss, cost, damage or expense ever incurred by Lessor as a result of Lessee's breach of the foregoing covenants and agreements of Lessee, and such indemnification shall survive the termination or expiration of the term of this lease.

8. Lessee shall not make any alterations, modifications, additions or improvements or install any floor covering, lighting, plumbing fixtures, shades or awnings or any exterior signs or make any changes in the Premises (collectively, "Alterations") without first obtaining Lessor's written consent.

Any Alterations desired to be made by Lessee or required to be made pursuant to any local, city, county, state or federal laws, rules, ordinances, statutes or regulations will be done at Lessee's sole cost and expense. All Alterations must be aesthetically and structurally compatible with the original building construction and be done in a good and workmanlike manner and in compliance with all applicable laws.

Notice is hereby given that Lessor shall not be liable for the cost and expense of any labor, services or materials furnished or to be furnished with respect to the Premises at or by the direction of Lessee or anyone holding the Premises or any part thereof by, through or under Lessee and that no laborer's, mechanic's or materialman's or other lien for any such labor, service or materials shall attach to or affect the interest of Lessor in and to the Premises. Nothing contained in this lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements or repairs to or of the Premises or any part thereof, nor as giving Lessee any right, power or authority on behalf of Lessor to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

9. Lessee, at Lessee's sole cost and expense, shall keep the Building and the Premises in good order and repair (including without limitation any necessary replacements). Lessor gives to Lessee exclusive control of the Premises and shall be under no obligation to inspect the Premises. Lessee further agrees, at Lessee's sole cost and expense, to care for the grounds constituting a portion of the Premises, including without limitation the mowing of grass, care of shrubs and general landscaping.

10. Lessee shall pay all utility bills including, but not limited to, water, sewer, gas, electricity and fuel for the Premises and Lessee shall pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Lessee in whatever connection therewith. If Lessee fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Lessor may pay the same and such payment may be added to the rental of the Premises next due as additional rent, with Lessor having the same remedies for nonpayment thereof as for nonpayment of rent. Lessee shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Lessee's rights under this lease that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

11. Intentionally Deleted.

12. Intentionally Deleted.

(b) Intentionally Deleted.

(c) Lessee shall further carry, at Lessee's sole cost and expense, all-risk hazard insurance for the full replacement value of all improvements located on the Premises, including, without limitation, the Building. Such insurance shall be in the name of

Lessor and Lessee as their interests may appear, and shall name Lessor as loss payee.

(d) Each of the above required policies shall name Lessor as an additional insured, and shall be endorsed with a provision whereby the insurance company shall notify Lessor ten (10) days prior to the effective date of cancellation or material change in any of the said policies. As evidence of this insurance and prior to Lessee's occupancy of the Premises, Lessee shall submit to Lessor a certificate providing the above coverage which certifies that the said policies have been properly endorsed to meet all requirements set forth herein.

To the extent of the insurance required to be maintained by Lessee (but in no event in excess of the fullest extent permitted under O.C.G.A. Section 13-8-2), Lessee hereby releases Lessor, its agents and employees from any liability for damage to property or injury to persons, regardless of the cause of such damage or injury. Except as provided in the sentence immediately preceding this sentence, the provisions of Paragraph 13 and the waivers and indemnities in this lease shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessor, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto. In no event shall the insurance requirements of this paragraph be deemed to limit the liability or responsibility of Lessee in any manner.

13. To the extent allowed by the Constitution and laws of the State of Georgia, Lessee shall, and does hereby agree to, indemnify, save harmless and defend Lessor (its agents and employees) from any and all loss, cost, claim, suit, damage or expense [including but not limited to the payment of any sum or sums of money to any person whomsoever (including but not limited to third persons, subcontractors, Lessee, Lessor, and agents and employees of them)] arising from or due to injuries to persons (including but not limited to death) or damage to property (including but not limited to property of Lessor) in any way attributable to or arising out of the use or occupancy of the Premises [including but not limited to any and all loss, cost, claim, suit, damage or expense arising from the claimed or actual, sole or joint, negligence of Lessee (Lessee's agents, employees, sub-contractors, invitees and guests) including (but without limiting the generality of the foregoing) all claims for injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys fees, cost of investigation and of defense, but specifically excluding any such loss, cost, claim, suit, damage or expense to the extent arising from the negligence of Lessor (its agents, employees or sub-contractors)]. Lessee shall be responsible for the payment of any and all loss, cost, claim, suit, damage or expense of any nature and character in any way related to the Premises or attributable to or asserted against Lessor or Lessee (or both) [but excluding any such loss, cost, claim, suit, damage or expense to the extent arising from the negligence of Lessor (its agents, employees or sub-contractors)].

14. In the event Lessee shall default in the payment of rent (no notice of, or opportunity to cure, such default need be given) or in the event Lessee shall default in the performance of any of its other covenants contained in this lease and such default (other than a failure to pay rent) shall continue for five (5) days after written notice thereof has been given by Lessor to Lessee, then in such event, at Lessor's option:

(i) Lessor may terminate this lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises, and if Lessee fails to do so, Lessor may, without prejudice to any other right or remedy which Lessor may have, enter upon and take possession of the Premises (by force, summary proceedings, ejectment or otherwise) and remove Lessee without being liable for prosecution or any claim for damages therefor, and Lessee hereby waives its rights to any legal proceedings in connection with such reentry.

(ii) Lessor may enter upon and take possession of the Premises, without termination of this lease, and remove Lessee by force, summary proceedings, ejectment or otherwise, without being liable for prosecution or any claim for damages therefor, and Lessee hereby waives its rights to any legal proceedings in connection with such reentry. If Lessor elects, Lessor may take such action as is necessary to relet the Premises and may so relet the Premises at such rent and upon such terms and conditions as Lessor may deem advisable and receive the rent therefor. Upon such reletting, all rentals received by Lessor from such reletting shall be applied first to the payment of any expenses of such reletting, including but not limited to brokerage fees and attorneys' fees and the costs of alterations and repairs, second to the payment of rental and other charges due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied against future rent and other charges as the same may become due and payable under this lease. Lessee shall pay to Lessor, on demand, any deficiency that may from time to time arise by reason of such reletting and Lessor hereby reserves the right to bring an action or proceeding for the recovery of any such deficits.

(iii) Should Lessor at any time terminate this lease as herein provided, in addition to any other right, remedy or power it may have, Lessor may declare to be due and payable immediately, the then present value [calculated with a discount factor of eight percent (8%) per annum] of the difference between (x) the entire amount of rent and other charges and assessments which in Lessor's reasonable determination would have become due and payable during the remainder of the term of this lease (in the absence of the termination of this lease), and (y) the then fair market rental value of the Premises for the remainder of the term of this lease (as if this lease had not been terminated). Upon

the acceleration of such amounts, Lessee agrees to pay the same at once, in addition to all rent, costs, charges, assessments, and reimbursements theretofore due; provided, however, that such payments shall not constitute a penalty but shall constitute liquidated damages for Lessee's failure to comply with the terms and provisions of this lease, Lessee and Lessor acknowledging and agreeing that Lessor's actual damages in such an event are impossible to ascertain and that the amount set forth herein is a reasonable estimate thereof.

15. Lessee assumes and shall pay any additional tax or license fee that may be assessed against the Premises as a result of the use thereof by Lessee. Ad valorem taxes assessed against the Building shall be paid by Lessee. Ad valorem taxes assessed against the Premises shall be paid by Lessor.

16. Lessee agrees that Lessor has the right, at Lessor's option, to terminate the term of this lease for any cause whatsoever, or without cause, at any time upon giving to Lessee sixty (60) days notice in writing of such termination. Lessee likewise has the right to terminate the term of this lease upon giving to Lessor sixty (60) days written notice of such termination. Upon such termination, Lessee shall vacate the Premises and remove any of Lessee's trade fixtures and personal property then located on the Premises, provided that Lessee shall repair all damage to the Premises caused by such removal.

17. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this lease shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Lessee: City of Atlanta Police Department  
Attention: \_\_\_\_\_  
675 Ponce de Leon Avenue  
Atlanta, Georgia 30308-1807

Lessor: Georgia Power Company  
Attention: Kay Kersey,  
Land Department  
BIN 10151  
15<sup>th</sup> Floor  
241 Ralph McGill Boulevard  
Atlanta, Georgia 30308-3374

or at such other address in the United States as Lessee or Lessor may from time to time designate by like notice. Except for payment of rent (where Lessor must actually receive each rent payment on or before the due date thereof), any such notice, demand, request or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or on the date of deposit in the United States mail as

provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Notwithstanding the foregoing to the contrary, Lessee hereby appoints as Lessee's agent to receive service of all dispossessory or distraint proceedings and all notices in connection with such proceedings the person in charge of the Premises at the time or occupying the Premises, and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises, and the same shall be deemed received upon the earlier of the date of such delivery to such person or the date of such attachment. A copy of all such proceedings and notices shall be sent to Lessee's last address on Lessor's records, if different from the Premises.

18. This lease shall create a landlord-tenant relationship between the parties hereto and no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except with Lessor's prior written consent.

19. No failure of Lessor to exercise any power given to Lessor hereunder, or to insist upon strict compliance by Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

20. In the event any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this lease shall be continued as if such invalid, illegal, or unenforceable provisions had never been contained herein.

21. This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This lease may not be modified except by an amendment signed by both Lessor and Lessee.

22. Time is of the essence in this lease. This lease shall be governed by the laws of the State of Georgia. No remedy conferred upon or reserved to Lessor in this lease, at law or in equity is intended to be exclusive of any other available remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given in this lease or now or hereafter existing in law or in equity.

23. Lessee's rights hereunder shall be subject to any mortgage, indenture or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Lessor.

24. Intentionally Deleted.

25. Lessee hereby agrees and covenants not to use, and will prohibit agents, employees and contractors of Lessee from using, any tools, equipment or machinery within ten (10) feet of Lessor's overhead conductors located on or in the vicinity of the Premises. Lessee agrees to comply with Official Code of Georgia Section 46-3-30 et seq. (HIGH VOLTAGE SAFETY ACT), and the Rules and Regulations of the State of Georgia Section 300-3-7.01 et seq. Lessee further agrees to notify any contractors that may be employed by Lessee of the existence of said code sections and regulations, and to require that all work be performed in compliance with said code sections and regulations by including same as a requirement in any contract let as a result of said bid. Lessee further agrees and covenants to warn all persons whom Lessee knows or should reasonably anticipate for any reason may conduct any activity whatsoever on or in the vicinity of the Premises of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated, and (d) dangerous.

26. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in either of said events, the term of this lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessor's option, Lessor may (i) terminate this lease, or (ii) if the Premises may still be used for Lessee's intended use therefor, elect to continue this lease and reduce the rent in proportion to the portion of the Premises so taken. In the event of any such taking of all or any portion of the Premises or conveyance in lieu thereof, Lessor shall be entitled to all compensation which may be paid or made in connection therewith, and Lessee shall have no claim for the value of the unexpired leasehold, and hereby assigns to Lessor any right Lessee may have to participate in any award paid on account of any such taking. Lessee shall, however, be permitted to pursue a claim for improvements placed on the Premises at Lessee's sole cost and expense, provided that such claim shall not reduce or diminish Lessor's award.

27. Upon termination or expiration of the term of this lease, Lessee shall remove the Building and all trade fixtures and personal property which it owns and has placed in the Premises, and Lessee shall repair all damage to the Premises caused by such removal, thereby restoring the Premises to as good order and condition as before the construction of the Building, reasonable wear and tear excepted. At Lessor's option, any leasehold improvements made by Lessee, other than the Building, shall become the sole property of Lessor or shall be removed by Lessee at Lessee's sole cost and expense. All property of Lessee remaining in the Premises after expiration of the term or earlier

termination of this lease shall be deemed conclusively abandoned and may be removed by Lessor and disposed of by Lessor or, at Lessor's option, retained by Lessor for Lessor's own account, without compensation to Lessee, and Lessee shall reimburse Lessor for the cost of removing and disposing of the same.

28. This lease may be simultaneously executed in several counterparts, and all such counterparts shall constitute but one and the same instrument.

29. Lessor shall at all times throughout the term of this lease have access to the Premises for the performance of Lessor's obligations. In the exercise of such rights, Lessor shall not be liable for damages to any improvements or personal property which Lessee may place on the Premises or for interference with or interruption of any activities which Lessee may conduct on the Premises.

30. With the exception of signs already in place, Lessee shall place no signs upon the outside walls or roof of the Premises except with the written consent of Lessor. Any and all signs placed on the Premises by Lessee shall be maintained in compliance with the applicable local, city, county, state or federal statutes, ordinances, laws, rules and regulations governing such signs. Lessee shall be responsible to Lessor for any damage caused by the installation, use or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damage incident to such removal.

31. Lessor may card the Premises "For Rent" or "For Sale" thirty (30) days before the expiration of the term of this lease. Lessor may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants. Lessor shall further have access to the Premises at all reasonable times to make repairs required of Lessor under the terms hereof and to otherwise inspect the Premises.

32. In the event Lessee remains in possession of the Premises after termination or expiration of the term of this lease, without any express agreement of the parties, Lessee shall be a tenant at sufferance, at a daily rental rate equal to twice the rental rate (calculated on a daily basis) in effect prior to such expiration.

33. "Lessor" as used in this lease shall include Lessor, its representatives, assigns, and successors in title to the Premises. "Lessee" shall include Lessee, its representatives, and if this lease shall be validly assigned in accordance with the provisions of this lease, shall include also Lessee's assigns or successors under this lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

34. If any rent or other debt owing by Lessee to Lessor hereunder is collected by or through an attorney-at-law, or if Lessor uses the services of any attorney in order to secure

compliance with any other provisions of this lease, to recover damages for any breach or default of any other provisions of this lease, or to terminate this lease or evict Lessee, Lessee shall reimburse Lessor upon demand for any and all attorney's fees and expenses so incurred by Lessor.

35. Lessor hereby retains unto itself, its successors and assigns, for the benefit of Lessor, its successors, assigns and such others (such as but not limited to Lessor's agents, contractors, subcontractors, licensees and permittees) as Lessor shall from time to time designate, the rights, interests and easements from time to time and at any time, upon, over, across and under the Premises (i) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto overhead and underground electric transmission and distribution lines, poles, towers, frames, manholes, conduits, fixtures, appliances, wires, cables and equipment, and protective wires and devices, and communications lines, cables and equipment (including, without limitation, "Communications Facilities" as hereinafter defined); and (ii) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto additional transmission, distribution, and communications lines, poles, towers, frames, manholes, conduits, fixtures, appliances, wires, cables and equipment, and protective wires and devices, including, without limitation, Communications Facilities ["Communications Facilities" shall mean (x) equipment, systems or facilities used for or in connection with communications by radio, including without limitation, microwave towers, mobile base radio towers, radio base repeater towers, telemeter transmitters, multiple address system radios or power line carrier equipment, and any permits, licenses or leases relating to any one or more of the foregoing, and (y) equipment, systems or facilities used for or in connection with light wave communications over optical fibers, including without limitation, optical fibers, optronic or photo-optronic equipment, repeaters, junctions, splice enclosures or equipment for the conversion of light signals to or from radio or electronic signals, and any permits, licenses or leases relating to any one or more of the foregoing], and, in addition to and not in limitation of the foregoing, the terms and provisions of the form of Easement for Right-of-Way attached hereto as Exhibit "B" and by reference made a part hereof shall apply to such easements as if "Lessor" referred to Lessor and "the Undersigned" referred to Lessee, and with such changes as may be necessary to reflect that such easements were reserved by Lessor rather than granted by Lessee.

36. In addition to the terms and conditions set forth in the body of this lease, this lease and Lessee's rights hereunder shall be subject to the Additional Terms and Conditions set forth in Exhibit "A" attached hereto and by reference made a part hereof. In the event of a conflict between a term, condition or provision set forth in the body of this lease and a term, condition or provision set forth in Exhibit "A", the term, condition or provision set forth in the body of this lease shall

prevail except to the extent that Exhibit "A" expressly provides by specific reference that the term, condition or provision set forth therein is in lieu of the specific term, condition or provision set forth in the body of this lease with which it conflicts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

LESSEE:  
CITY OF ATLANTA, GEORGIA D/B/A  
ATLANTA POLICE DEPARTMENT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(NOTARIAL SEAL)

Signed, sealed and delivered in the presence of:

LESSOR:  
GEORGIA POWER COMPANY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
KINGSLEY CORBIN  
Land Sales Manager

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(NOTARIAL SEAL)

Exhibit "A"

Additional Terms and Conditions

NONE

Exhibit "B"

Form Transmission Easement

Acct No. \_\_\_\_\_ Draft No. \_\_\_\_\_ R.C. No. \_\_\_\_\_

EASEMENT FOR RIGHT-OF-WAY

STATE OF GEORGIA,

\_\_\_\_\_ COUNTY.

For and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (hereinafter referred to as "Georgia Power," which term shall include successors and assigns), the receipt and sufficiency of which is hereby acknowledged, \_\_\_\_\_ (hereinafter referred to as "the Undersigned," which term shall include heirs, successors and assigns), whose Post Office address is \_\_\_\_\_ does hereby grant to Georgia Power the rights to, from time to time, construct, operate, maintain, renew and rebuild overhead and underground electric transmission, distribution and communication lines, together with necessary or convenient towers, frames, poles, wires, manholes, conduits, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to as "the Facilities") upon or under a tract of land being more fully located and described below (hereinafter referred to as "the Premises"), together with the right of Georgia Power to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Georgia Power together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Premises for the purposes above described, including the right of ingress and egress to and from the Premises over lands of the Undersigned and 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 Premises or that may hereafter be placed on the Premises by the Undersigned or any other person. Further, Georgia Power shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Undersigned adjacent to the Premises which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Premises, provided that on future cutting of such danger trees Georgia Power shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of Georgia Power. The Undersigned shall notify Georgia Power of any party with whom it contracts, and who owns as a result thereof, any danger trees to be cut as set forth above. Georgia Power shall also have, and is hereby granted, the right to install, maintain and use anchors or guy wires on lands of the Undersigned adjacent to the Premises, 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 Premises.

The Premises are shown on a plat made by or for Georgia Power, and on file in Georgia Power's Land Department, and are as described as follows:

Georgia Power 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 Premises by employees of Georgia Power and its agents, in the construction, reconstruction, operation and maintenance of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Premises as herein provided or which interfere with or may be likely to interfere with or endanger the Facilities or their proper maintenance and operation, provided the Undersigned shall give Georgia Power written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify Georgia Power 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 Premises in the construction, reconstruction, operation and maintenance 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 Georgia Power. The Undersigned will notify Georgia Power 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 Premises 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 of, 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 Georgia Power hereby) may be erected upon the Premises.

The Undersigned expressly grants to Georgia Power 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 Premises (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The undersigned will notify Georgia Power 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 Georgia Power.

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

TO HAVE AND TO HOLD forever unto Georgia Power the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Premises.

The Undersigned warrants and will forever defend the title to the rights, privileges and easements granted herein to Georgia Power against the claims of all persons whatsoever.

IN WITNESS WHEREOF, the Undersigned \_\_\_\_\_ hereunto set \_\_\_\_\_ hand(s) and seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_(SEAL)  
Witness

\_\_\_\_\_(SEAL)  
Notary Public

