

This instrument was prepared by  
and upon recording return to:  
Southern Company Gas  
Ten Peachtree Place  
Department 1355  
Atlanta, GA 30309

## EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

This Easement Agreement granted and conveyed by **CITY OF HAPEVILLE** ("Grantor") to **ATLANTA GAS LIGHT COMPANY** ("Grantee") as of this        day of        , 2019. The terms Grantor and Grantee include each party named, if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits.

Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in, upon and occupy property situated in Land Lot 95 of the 4TH District, 14TH Section of 1st County, Georgia (the "Property"), and more particularly described in a plat of survey thereof entitled "FULTON", a copy of which is on file in Grantee's offices which plat is by reference incorporated herein (the "Plat"), for the following purposes:

1. **Construct and Reconstruct:** To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, remove, and patrol gas service line(s), main(s), regulator station(s), appurtenances and equipment as may now or hereafter be necessary or convenient for the transmission and distribution of natural gas, with said boundaries of the easement area being ten feet (10') in total width, five feet (5') on either side of the centerline of the system as laid.
2. **Repairs and Alterations:** To enter upon the Property at any time for the purpose of inspecting said line(s) and systems and making necessary repairs, alterations, changes, additions and substitutions in said lines and systems from time to time as Grantee deems advisable or expedient, and for any of the purposes enumerated above.
3. **Right-of-Way Maintenance:** To keep and maintain the right-of-way area, by mechanical or otherwise, clear of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within said rights-of-way and along said lines and systems which, in the opinion of Grantee or its representative, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and systems.
4. **Construction Easement:** In addition to the easement rights set forth above, Grantor does further grant a construction easement incident and appurtenant to the easements above and over such land abutting same as may be necessary for the purpose of placing thereon materials excavated from such easement areas for the purpose of installing or repairing Grantee's facilities located therein.

TO HAVE AND TO HOLD SAID rights perpetually unto Grantee, its successors or assigns, providing that if said Grantee, its successors or assigns shall permanently abandon the use of said premises for the purposes herein stated, then all rights and privileges herein conveyed shall ipso facto be terminated.

The rights herein granted may be assigned in whole or in part. The undersigned does not convey any land, but merely grants the rights, privileges, and easements herein before set out.

IN WITNESS WHEREOF, the Grantor causes these presents to be executed by its proper officers, thereunto duly authorized and its seal affixed, this the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Grantor: \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

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

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

(NOTARY SEAL)