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BARBARA A. HARRISON
CLERK OF SUPERIOR COURT
HENRY COUNTY

RIGHT OF WAY EASEMENT

THE CENTRAL GEORGIA ELECTRIC MEMEBERSHIP CORPORATION
923 SOUTH MULBERRY STREET
JACKSON, GEORGIA 30233

STATE OF GEORGIA
COUNTY OF Georgia

THIS AGREEMENT, made this 3rd day of February in the Year of Our Lord Two Thousand and 09 between John D Baldwin Declaration of Trust and My 2nd Wife whose address is 291 N Dorsey Rd in the city of Hampton in the state of GA, Zip 30228, Party of the First Part, (hereinafter called "Owner") and THE CENTRAL GEORGIA ELECTRIC MEMBERSHIP CORPORATION, a Georgia Corporation (hereinafter referred to as "Cooperative"), Party of the Second Part.

WITNESSETH:

That the said Party of the First Part for and in consideration of the sum of improvements to the property of the Owner and Ten Dollars, the receipt whereof is hereby acknowledged, in hand paid at and before the sealing and delivery of these presents Owner has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said Cooperative, its successors and assigns, an easement and right-of-way 30 feet in width across the lands of owner in Land Lot No. 213-214 of the 6th Land District of Henry County. Said tract of land containing a total of acres and being bounded now or formerly as follows: North by Gordon - Shirley Olmstead South by Denise - Michael Roberts East by Mo-Tine Coria West by Denise - Michael Roberts

This said easement located on above described property as sketched on attachment hereto and made a part hereof and said plat is herein incorporated by reference for a more specific description. Said easement to be used to lay, construct, operate and maintain an electric transmission and/or distribution line or system on or under the above described lands for the transmitting and distributing of electric power, including all wires, cables, handholds, manholes, transformers, transformer enclosures, concrete pads, connection boxes, guy wires, anchors, stub poles, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith all of which is hereinafter referred to as "facilities." Guy wires, anchor and stub poles may be located outside the boundaries of the easement area.

The facilities erected hereunder shall remain the property of the Cooperative and Cooperative shall have the right to inspect, rebuild, repair, remove, improve and make such changes, alterations, substitutions and additions in and to its facilities as Cooperative may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, handholds, manholes, connection boxes, transformers and transformer enclosures.

Cooperative shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions and to cut, trim and control the growth by chemical means, machinery or otherwise of tree and shrubbery located within 15 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed). All trees and limbs cut by Cooperative at any time shall remain the property of the Owner.

Owner agrees to license, permit or otherwise agree to the joint use of occupancy of the lines, systems or if any of said systems placed underground, of the trench and related underground facilities, and by any other person, association or cooperation.

Owner, his successors and assigns may use the land within the easement for any purpose not inconsistent with the right hereby granted provided such use does not interfere with or endanger the construction, operation or maintenance of Cooperative's facilities.

For the purpose of constructing, inspecting, maintaining or operation of its facilities, Cooperative shall have the right of ingress to and egress from the easement over the lands of Owner adjacent by the easement and lying between public and private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Owner agrees that all poles, wires and other facilities installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative and be removable at the option of the Cooperative.

It is specifically agreed that where there is a reference to Owner the same shall be construed to mean as well the heirs, representatives, successors and assigns, either voluntary or by act of the Parties or involuntary by operation of the law of the same, and shall be held to include the plural if there should be more than one, and shall also include the masculine and feminine sex.

TO HAVE AND TO HOLD the said bargained right of way and easement, together with all and singular the rights, members and appurtenances thereof, to the same being; belonging or in anyway appertaining to the only proper use, benefit and in behalf of Cooperative its successors and assigns.

And the said Owner will warrant and forever defend the right and title to the above described easement and right of way unto Cooperative against the lawful claims of all persons whomsoever.

Under any circumstances in which a Georgia real estate transfer tax declaration form is required, any agent or representative of Cooperative is hereby given and shall have the authority to sign such real estate transfer tax declaration form for Owner as an authorized agent of Owner for such purposes and no other.

IN WITNESSETH WHEREOF, the said Owner has hereunto set his hand and affixed his seal and delivered these presents, the day and year above written.

Signed, sealed and delivered in the presence of:
Michael W. Brown
Witness
John P. Jensen
Notary Public
My Commission Expires

SEAL AFFIXED

John D Baldwin III, Trustee
Property Owner John D Baldwin III, Trustee

Property Owner

Property Owner

Property Owner

(OVERHEAD) (UNDERGROUND)
Member Sep. # 150744-01
Map # 0707-30-120