

STATE OF GEORGIA
COUNTY OF DEKALB

Project: 2449 DRESDEN DR -DRESDEN
ELEMENTARY SCHOOL (DEKALB COUNTY) DL

LIMS No.: 2025030212-001

RIGHT OF ENTRY

(Construct, Install and Operate Line)

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between **DEKALB COUNTY BOARD OF EDUCATION**, hereinafter “GRANTOR” and GEORGIA POWER COMPANY, hereinafter “GPC”.

WITNESSETH:

That for and in consideration of the sum of TEN & NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged.

GRANTOR hereby grants to GPC the right to enter upon certain lands, situated in Land Lot 245, 18TH District, DEKALB County, Georgia, for the purpose of constructing, operating, and maintaining underground equipment and overhead equipment for distribution lines.

The lands whereon and whereunder the underground equipment and overhead equipment for distribution lines are to be situated are more particularly depicted in a drawing, designated Exhibit “A”, attached hereto, made a part hereof and incorporated by reference.

This grant of right of entry is made expressly subject to the following terms and conditions:

1. The Right of Entry herein granted is for the sole purpose of permitting GPC to construct, install and operate a distribution line.
2. In accepting this grant, GPC agrees that the tract may or may not be in a safe or proper condition for the activities to be undertaken by GPC as contemplated herein; however, GPC accepts said tract in its present condition as suitable for such use.
3. The Right of Entry granted herein shall expire and become void twelve (12) months from the date hereinabove first written, or upon the date Grantor grants GPC an easement for the activities contemplated herein, whichever shall occur first.
4. Grantor reserves the right to use any portion of the tract for its operations; provided, however, that such use does not unreasonably interfere with the safe operation and

maintenance of GPC's electric equipment and related facilities situated on or under said tract.

5. GPC shall undertake all activities, contemplated in this grant, in a manner so as not to damage or unreasonably interfere with the operation of Grantor's facilities. GPC shall promptly reimburse for any damage to any Grantor's equipment or facilities caused by the exercise of GPC's rights under this agent.
6. GPC shall take appropriate measures to ensure that any excavation activities undertaken by GPC will not result in an erosion of soil on any portion of Grantor's lands adjacent to said tract.
7. GPC agrees to acquire, at GPC's expense, all necessary local, state, and federal permits which are required for the activities contemplated herein.
8. GPC agrees that immediately following its construction activities related to the installation of the said lines GPC will, at its sole expense, place the lands disturbed by its construction activities in a condition substantially the same as that existed prior to such construction activities.
9. GPC shall not permit any mechanics or materialmen's or other liens to be filed or placed against the tract by reason of work, services or materials supplied to or claimed to have been supplied to GPC and if any such lien should at any time be filed against the tract, GPC shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within thirty (30) days of the date of such filing. If GPC shall fail to discharge said lien within such period, in addition to any other rights or remedies of Grantor may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount by Grantor for any of the aforesaid purposes or for the satisfaction of any other lien caused by GPC and all reasonable expenses of Grantor in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by GPC to Grantor on demand.
10. This Right of Entry is granted by Grantor and accepted by GPC subject to (i) all taxes and assessments (ii) all utility easements serving or crossing the above-described lands (iii) all liens and encumbrances shown on the public records (iv) all laws, ordinances, rules and regulations of any governmental authority or agency, including zoning restrictions, which may now or hereafter be applicable to the tract.
11. Failure of Grantor to exercise any power or rights provided for herein shall not constitute a waiver of Grantor's rights to demand exact compliance with the terms and conditions of this grant.

12. If any term, covenant, or condition of this grant or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this grant, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant, or condition of this grant shall be valid and be enforced to the fullest extent permitted by law.
13. If GPC shall default in the performance of any of the terms and conditions contained in this grant and such default shall continue for thirty (30) days after written notice thereof has been given by Grantor to GPC then in such event, at Grantor's option Grantor may declare this Right of Entry revoked.
14. This grant constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this grant. This grant may not be consent of the parties hereto.
15. This grant is made and delivered in the State of Georgia, and the parties hereto expressly agree that this grant is to be performed in the State of Georgia and that this grant shall be construed and enforced according to the laws of the State of Georgia.

[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 _____, 2025.

Signed, sealed and delivered in the presence of: **GRANTOR:**
DEKALB COUNTY BOARD OF EDUCATION

(SEAL)

WITNESS

NAME:
TITLE:

NOTARY PUBLIC



IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, 2025.

Signed, sealed and delivered in the presence of: **GRANTEE:**
GEORGIA POWER COMPANY “GPC”

WITNESS

NAME:
TITLE:

(SEAL)

NOTARY PUBLIC