

Account #	_____	County	_____
SVO#	_____	Location	_____
CSR/ENG	_____/_____	Near Location	_____
Phone # of Grantor	_____	Parcel ID#	_____

**UTILITY EASEMENT
(General)**

THIS UTILITY EASEMENT is granted and conveyed by _____
 (each such party collectively referred to as "Grantor") to the Carroll Electric Membership Corporation, ("CEMC")
 as of this _____ day of _____, 20____. Grantor, for good and valuable
 consideration, the receipt and sufficiency of which Grantor hereby acknowledges, grants unto CEMC the perpetual
 right and easement to go in and upon and occupy Grantor's property described in Section 6 herein, (the "Property")
 for the following purposes:

1. Construct, Operate, Maintain and Reconstruct Facilities in the Easement Area

To construct, reconstruct, replace, operate, maintain, use, repair, alter, improve, substitute for, extend and
 remove overhead or underground lines, cables, wires, apparatus, systems, poles, towers, cross arms, fixtures,
 conduits, manholes, vaults, transformers, pads, equipment and appliances, foundations and footings, guy wires,
 anchors and stub poles, and such other facilities as may now or hereafter be necessary or convenient for the
 generation, collection, amplification, transmission, or distribution of electric energy, cable TV, data,
 communication signals, or for such other purposes for which utility easements may reasonably be used (the
 "Facilities"). The Facilities, except for Facilities that are guy wires, anchors and stub poles, shall be installed
 within the boundaries of the Easement Area described in Section 5 herein.

2. Ingress, Egress, Repairs and Alterations

To enter upon the Property at any time for the purpose of inspecting the Facilities and making necessary repairs,
 alterations, changes and substitution in said Facilities from time to time as CEMC deems advisable or expedient.

3. Easement Area Maintenance

To keep and maintain the Easement Area clear, by mechanical or chemical means or otherwise, of all structures,
 trees, stumps, roots, shrubbery, and undergrowth along said Facilities. To cut and remove (or leave) any tree or
 trees ("danger tree(s)") outside the Easement Area which, in the reasonable opinion of CEMC or its
 representatives, constitutes a hazard to or may endanger the efficient, safe and proper operation or maintenance
 of said Facilities. As used herein a danger tree is a tree whose height plus five feet is equal to or greater than the
 distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or system.

4. Miscellaneous

Grantor warrants and represents that Grantor owns the Property, and that the Property is free and clear of all mortgages, security deed liens or encumbrances except as may be described on the reverse side hereof. Grantor covenants and agrees that all Facilities installed incident to this utility easement by CEMC or its representatives, shall be and remain the property of CEMC which shall be removable and replaceable at its option and all trees which CEMC is authorized to cut by this Utility Easement shall remain the property of the Grantor.

5. Description of Easement Area

The Easement Area shall be thirty (30) feet in width and shall be:

- A. Fifteen (15) feet on each side of the electric line shown in the drawing or survey attached as Exhibit "A", or
- B. Fifteen (15) feet on each side of the center electrical conductor (once the Facilities have been constructed on the Property).

6. Description of Property

Complete as much of the following as possible: The Property is described as:

All that tract of land, including abutting waterways, streets, roads and highways, being in _____ County, Georgia, more particularly described as follows:

- A. The property of Grantor located approximately _____ miles from _____, located at the exact address of _____.
- B. Grantor acquired the property from _____ [name of prior owner]. The deed to the property is recorded in Deed Book _____, page _____, said county's Real Estate Records, which deed is by reference incorporated herein for a more particular description of the property.
- C. Lot _____ Section/Block _____ of the _____ Subdivision, as shown by plat thereof recorded in Plat Book _____, page _____, said county's Real Estate Records, which plat and the record are by reference incorporated herein.
- D. The property shown on a plat thereof dated the _____ day of _____, _____ recorded in Plat Book _____, page _____, said county's Public Real Estate Records, etc.
- E. The property of Grantor bounded by landmarks and/or property, now or formerly owned by property owners, as follows:

<u>Name of Property Owner</u>	<u>Directional</u>
1. _____	North
2. _____	South
3. _____	East
4. _____	West

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

[signatures on following page]

Signed, sealed and delivered in the presence of:

Witness

Notary Public

—

Signature of Grantor # 1

Print name of Grantor # 1

Signature of Grantor # 2

Print name of Grantor # 2

CORPORATION

Signed, sealed and delivered in the presence of:

Witness

Notary Public

A Georgia Corporation

By: _____
President

Attest: _____
Secretary

(CORPORATE SEAL)

LIMITED LIABILITY COMPANY

Signed, sealed and delivered in the presence of:

Witness

Notary Public

A Georgia Limited Liability Company

By: _____

Title: _____

PARTNERSHIP

Signed, sealed and delivered in the presence of:

Witness

Notary Public

A Georgia Limited General Partnership

By: _____ (Seal)

Authorized General partner

Consent of Lender

The undersigned, _____ (“Lender”), is the lender under the financing documents described in Exhibit “B” attached hereto and by reference incorporated herein (the “Financing Documents”).

Lender, as a party to the Financing Documents, hereby consents to the foregoing Utility Easement to which this Consent is attached, and Lender agrees that all of its right, title and interest in and to the real property described therein existing by virtue of the Financing Documents shall be bound by and subject to the easements and other terms and provisions of said Utility Easement, and shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Financing Documents.

LENDER:

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Witness

Notary Public

Consent of Tenant

The undersigned, _____ (“Tenant”), is the tenant under a lease of the Property from the Grantor (the “Lease”).

Tenant, as a party to the Lease and a holder of a leasehold interest in the Property, hereby consents to the foregoing Utility Easement to which this Consent is attached, and Tenant agrees that all of its right, title and interest in and to the Property described in the Lease shall be bound by and subject to the easements and other terms and provisions of said Utility Easement.

LENDER:

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Witness

Notary Public