

Return to:
Southern Telecom, Inc.
5555 Glenridge Connector
Suite 500
Atlanta, GA 30342

STI -CHA-040.00

NON-EXCLUSIVE EASEMENT

WHEREAS, the undersigned ("Owner") owns land in Georgia Military District(s) 8th of Chatham County, Georgia, having a tax parcel I.D. number of 2-0981-01-002, further described by Deed Book 91P, Page 280, Chatham County, Georgia records (the "Owner Property").

WHEREAS, a portion of the Owner Property is subject to an easement held by Georgia Power Company ("Georgia Power"), which is recorded in Deed Book 101-Y, Page 85, aforesaid records, and described on Exhibit A (hereinafter referred to as the "Georgia Power Easement").

WHEREAS, Southern Telecom, Inc., a Delaware corporation ("Southern Telecom"), seeks a non-exclusive easement, subject to the terms of this Agreement, within the Georgia Power Easement. (the "Easement Area").

NOW, THEREFORE, for ten dollars (\$10.00) and other sufficient consideration received, Owner agrees as follows:

1. Owner hereby grants and conveys to Southern Telecom, its successors, assigns, lessees, licensees, affiliates and agents, a perpetual non-exclusive easement in the Easement Area with the right to construct, install, operate, maintain, extend, repair, replace, relocate, add to, modify and remove above-ground, overhead and/or underground communications systems, including, but without limitation, conduits, ducts, cables, lines, wires, fibers and other conductors used or useful in the transmission, in any form, of writings, signs, signals, pictures, sounds, information, data or other similar content, along with all necessary or convenient ancillary facilities, structures, buildings, appliances, devices, wires and other equipment upon, over, and/or under the Easement Area; together with all rights necessary or convenient for the full enjoyment and use of the Easement Area for such purposes, including, but without limitation, rights of ingress and egress across the Easement Area,

2. and the right to keep clear and remove all trees, buildings and other obstructions placed now or hereafter in the Easement Area by Owner or any other person, excluding however, buildings and other obstructions placed within the Easement Area by Georgia Power and their successors and assigns or such obstructions otherwise permitted by Owner as set forth in this Easement. Southern Telecom acknowledges and agrees that Georgia Power has an easement within the Easement Area as well, which is recorded in Deed Book 101-Y, Page 85, aforesaid records.
3. Notwithstanding anything to the contrary, the easement hereby granted shall prohibit the following upon, over and/or under the Easement Area by Southern Telecom: (i) gas, (ii) diesel, (iii) chemicals and/or (iv) hazardous or toxic substances, which include, without limitation, wastes or materials, any pollutants or contaminants (including, without limitation, petroleum, oil and gas, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are regulated by, or are the subject of, any Environmental Law ("Hazardous Substance"), other than de minimis amounts of such materials used by Southern Telecom in accordance with Environmental Law in the exercise of the rights granted herein. As used herein, "Environmental Law" shall mean and include any and all local, state, or Federal laws, rules, or regulations pertaining to regulation of the air, water, groundwater, land, natural resources and/or pertaining to the contamination, clean-up or disclosure of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Endangered Species Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, or by tort or other common law.
4. Notwithstanding anything to the contrary, the easement hereby granted is non-exclusive and Owner reserves for itself, its successors, assigns, contractors and permittees, the right to use the Easement Area for its own purposes, subject to Southern Telecom's rights set forth herein and other matters of record. Owner, its agents, servants, employees, independent contractors, and vendees shall have and retain all other customary incidents and rights of ownership with respect to the Easement Area, provided that such use does not unreasonably interfere with or impair Southern Telecom's easement rights hereunder. Furthermore, Owner reserves the right to install or grant any rights to install in the Easement Area any conduit, duct, cable, line, wire, fiber or other conductor for communications purposes, including, but without limitation, for the use in the transmission of writings, signs, signals, pictures, sounds, information, data or other similar content. Subject to other matters of record, Owner may also use the Easement Area for purposes that will not interfere with Southern Telecom's rights, but Owner will not install any structure on the Easement Area, apart from: (i) fences that do not unreasonably interfere with or impair Southern Telecom's easement rights hereunder, (ii) relocatable and/or removable equipment and fixtures that do not unreasonably interfere with or impair Southern Telecom's easement rights hereunder, and (iii) Owner may pave all or a portion of the Easement Area.

5. In the event any paving installed on the Easement Area is altered, damaged or destroyed or any other surface on the Easement Area is altered, damaged or destroyed, resulting directly or indirectly, from Southern Telecom's exercise of its rights hereunder, then Southern Telecom will be responsible for the reasonable costs and expenses to repair same (and restore the paved Easement Area to its prior condition), and should Southern Telecom fail to perform such repairs and restoration within ninety (90) days following written notice from Owner (or Owner's successors and assigns), then Owner shall have the unilateral right and option, but not the obligation, to perform such work at Southern Telecom's expense, in which case Southern Telecom shall pay or reimburse Owner 100% of the out-of-pocket costs and expenses actually incurred to repair the Easement Area within ninety (90) days following written demand therefor.
6. The use of the Easement Area by Southern Telecom and its successors and assigns shall fully comply with all applicable laws, rules, regulations and requirements of any federal, state or local government, authority, agency, commission or regulatory body insofar as any of the same may apply to Southern Telecom's (or its successors') use of the Easement Area for the purposes herein granted.
7. Subject to any applicable notice and cure periods contained herein, in the event of a breach of this Easement, the non-breaching party shall be entitled to all remedies available at law or in equity, including, without limitation, the right of specific performance and temporary injunction. All rights, powers and privileges incurred hereunder shall be cumulative and in addition to and not the exclusion of those provided by law or equity. However, it is agreed that no breach or default, whether or not material, of the provisions of this Easement, shall entitle Owner to cancel, rescind or otherwise terminate this Easement, but such limitation shall not affect, in any manner, any other rights or remedies which Owner may have at law, in equity or otherwise by reason of any breach of any provision of this Easement.
8. Southern Telecom assumes all risks and liability of any kind and nature incident to, occasioned by, or resulting in any manner directly or indirectly, from its exercise of its rights hereunder. Without limiting the foregoing, Southern Telecom assumes all risk of loss during construction of any above-ground, overhead and/or underground communications systems. Southern Telecom agrees that Owner shall not be liable to Southern Telecom for any claims, damages, costs, or other liability arising from any use of the Easement Area by Southern Telecom, its agents, contractors, lessees, invitees, successors and assigns, and Southern Telecom shall indemnify and hold Owner harmless from and against any and all claims, liabilities, losses, suits, judgments, attorneys' fees, costs and expenses arising therefrom to the extent of a final, non-appealable order of judgment by a court has been entered with respect to such claims, liabilities, losses, suits, judgments, attorneys' fees, costs and expenses, unless caused by Owner's negligence or willful misconduct.

9. SOUTHERN TELECOM ACKNOWLEDGES AND AGREES THAT OWNER UNDERTAKES NO OBLIGATION TO EXPAND, IMPROVE, REPAIR OR MAINTAIN THE EASEMENT AREA, UTILITIES OR ANY OTHER IMPROVEMENTS ON OR WITHIN THE EASEMENT AREA. THIS EASEMENT IS MADE, EXECUTED, DELIVERED AND ACCEPTED AS IS, WHERE IS, AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATIONS, ASSURANCES OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE EASEMENT AREA OR THE FITNESS OR SUITABILITY OF THE EASEMENT AREA FOR THE USES AND PURPOSES DESCRIBED HEREIN OR FOR ANY OTHER PURPOSE. SOUTHERN TELECOM, FOR ITSELF, ITS EMPLOYEES, AGENTS, CONTRACTORS, LESSEES, INVITEES, SUCCESSORS AND ASSIGNS, ASSUMES THE RISK OF ANY LATENT OR PATENT VICES OR DEFECTS THAT ARE OR MAY BE ON THE EASEMENT AREA AND SOUTHERN TELECOM AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ON ACCOUNT OF ANY SUCH VICES OR DEFECTS.
10. Owner hereby represents and warrants that it is the sole owner in fee simple of the property in which such easement is granted and that it has the lawful right and authority to grant the easement and rights conveyed herein without the approval of any other party.

TO HAVE AND TO HOLD forever unto Southern Telecom, its successors, assigns, lessees, licensees, affiliates and agents, the rights, privileges, easements, powers and interests granted herein, which will be a covenant running with the title to the Owner's property. The rights, privileges, easements, powers and interests hereby granted shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. Southern Telecom may grant, license, assign or permit others to exercise any of the foregoing rights granted to Southern Telecom herein, in whole or in part. Owner and Southern Telecom shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

(Signatures commence on next page)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands, affixed their seal and delivered these presents on this _____ day of _____, 2019.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

Notarial Seal

Owner: Mayor and Alderman of Savannah

By: _____

Its: _____

Attest: _____

Its: _____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

Notarial Seal

Southern Telecom, Inc.

By: _____

Name: _____

Its: _____

Attest: _____

Its: _____

Exhibit A

Georgia Power Easement
(Attached)