

**Liberty Utilities  
Peach State Natural Gas  
ATTN: BCD C/o Ralph King  
2300 Victory Drive  
Columbus, GA 31901**

## **GAS UTILITY EASEMENT**

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This Grant of a Gas Utility Easement is made on \_\_\_\_\_ 2024, by **HALL COUNTY, GEORGIA**, with a business address of 2875 BROWNS BRIDGE RD, GAINESVILLE, GA 30504, the owner of the real property described below (“Grantor”), **Liberty Utilities (Peach State Natural Gas) Corp.**, a Georgia Corporation, (“Grantee”) with a business address at 2300 VICTORY DRIVE, COLUMBUS, GA 31901. (“Agreement”).

WHEREAS Grantor owns real property (the “Premises”) in the Town of GAINESVILLE known as HALL County, which property is also identified as tax assessor parcel number 01140 000009 and known as 1290 ATHENS STREET SE and being shown on a plat entitled “Minor Plat located in GMD 411, City of Gainesville, Hall County, Georgia” recorded in HALL county plat book 885, page 28-28, and also recorded in the County Registry of Deeds and acquired by Grantor in a warranty deed recorded at the Hall County Registry of Deeds at Book 2753, page 165; dated 11/26/1996; and

WHEREAS Grantor agrees to grant Grantee, a natural gas public utility company licensed by the State of Georgia to provide natural gas utility service to customers in the Town of GAINESVILLE, an easement on the previously mentioned property in the “Gas Utility Easement Area” described in Exhibit A of this Agreement.

THEREFORE, in consideration of the mutual benefits accruing to both parties and other consideration stated below, the Parties agree as follows:

1. **Grant of Easement.** For the consideration described in paragraph 2, Grantor grants to Grantee, with Quitclaim Covenants, a perpetual easement and right-of-way (“Gas Utility Easement”) in, under, through, over, upon and across real property within a “Gas Utility Easement Area” which is more particularly described on **Exhibit A**, which is attached to this Agreement and hereby incorporated by reference.
2. **Consideration.** The Gas Utility Easement is granted in consideration of the mutual benefits accruing to both parties and Grantee's payment to Grantor of one dollar (\$1.00), the sufficiency and receipt of which is acknowledged.
3. **Character of Easement.** This Agreement grants an easement in gross.
4. **Purpose of Easement.** The purpose of this Gas Utility Easement is to allow Grantee to install and maintain a gas utility infrastructure to provide gas utility service to HALL COUNTY HEALTH DEPARTMENT, ET AL; NEW NORTH GA PHYSICIANS GROUP @ HALL COUNTY HEALTH; and other existing and potential customer(s) along this utility easement. This easement exists to serve both portions “A” and “B” as described on **Exhibit A** attached.

5. **Scope of Easement:** The Gas Utility Easement consists of the perpetual right and easement:
  - (a) to place, install, construct, operate, repair, maintain, rebuild, replace, relocate, and remove a pipeline for the transportation and distribution of natural gas (the "Distribution System") in the Gas Utility Easement Area, which Distribution System includes the necessary piping, conduits, valves, fixtures, appurtenances and other relevant equipment installed therein and attached thereto, in, under, through over across and upon the Gas Utility Easement Area as from time to time may be required;
  - (b) to make such excavation or excavations as may be reasonable and necessary to construct, reconstruct, repair, and remove the Distribution System; and
  - (c) to pass over and across the Gas Utility Easement Area as reasonably necessary for all purposes described in this Agreement.
6. **Covenants Running with the Land.** The provisions, terms and obligations contained herein shall constitute covenants running with the land, and each such provision, term or obligation shall run in perpetuity in favor of the Grantee.
7. **Non-Exclusiveness of Easement.** The Gas Utility Easement, rights, and privileges granted by this conveyance are non-exclusive but Grantor covenants not to convey any other conflicting rights in the Gas Utility Easement Area which materially impair Grantee's safe operation, maintenance and repair of its facilities or impair Grantee's access to its facilities. In addition, Grantor covenants not to construct any permanent structure within the boundaries of the Gas Utility Easement Area.
8. **Construction and Temporary Easement.** In addition to the rights contained herein, Grantee shall have the right to use as much of the surface of the Grantor's property adjacent to the Gas Utility Easement Area as may be reasonably necessary for Grantee to construct, install or repair the contemplated facilities in the Gas Utility Easement Area. On completion of construction and installation, Grantee shall replace and reseed any landscaped areas.
9. **Trees, Shrubbery, and other Encroachments.** Grantee shall have the right to cut and trim trees or shrubbery that may encroach upon the Gas Utility Easement Area.
10. **Grantor's Representations Respecting Existing Environmental Conditions.** Grantor represents that as of the date on which this Agreement is executed by Grantor, Grantor has no knowledge of any production, use, release, threatened release, or disposal of any hazardous materials at the Gas Utility Easement Area in any material quantity, and has no notice or knowledge of any actual, pending, or threatened environmental claims relating to hazardous materials in the Gas Utility Easement Area.
11. **Termination.** The Gas Utility Easement, along with its rights and privileges shall terminate when the purpose of the Gas Utility Easement, as described in Paragraph 4 of this Agreement, ceases to exist and when the gas infrastructure is abandoned by Grantee, and Grantee and Grantor acknowledge such abandonment in a duly executed and recorded instrument.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

- 13. **Dispute Expenses and Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.
- 14. **Assignability and Binding Effect.** The Grantee may assign this Agreement without the prior consent of Grantor. This Agreement shall bind and inure to the benefit of the Grantee and its successors and assigns and to the benefit of Grantor and Grantor's heirs, personal representatives, successors, and assigns.

**IN WITNESS WHEREOF**, the undersigned has caused these presents to be signed for that purpose on the date first written above.

**GRANTOR:**

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 BY:  
 ITS:

**GRANTOR ADDRESS:**

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Then appeared before me, Notary, on \_\_\_\_\_, 20\_\_\_\_\_, either known to me, the undersigned Notary, or who identified himself to me with competent photo identification and acknowledged that he executed the foregoing instrument as his own free act and deed.

Signature \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Notary Public in and for the \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

Unofficial Witness: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**GRANTEE:**  
LIBERTY UTILITIES ( \_\_\_\_\_ )  
CORP.

Date: \_\_\_\_\_

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

**GRANTEE ADDRESS:**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_ the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, to me known and known  
by me to be the person executing the foregoing instrument on behalf of said corporation, and acknowledged  
said instrument and the execution thereof, to be his free act and deed in said capacity and the free act and  
deed of said corporation.

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

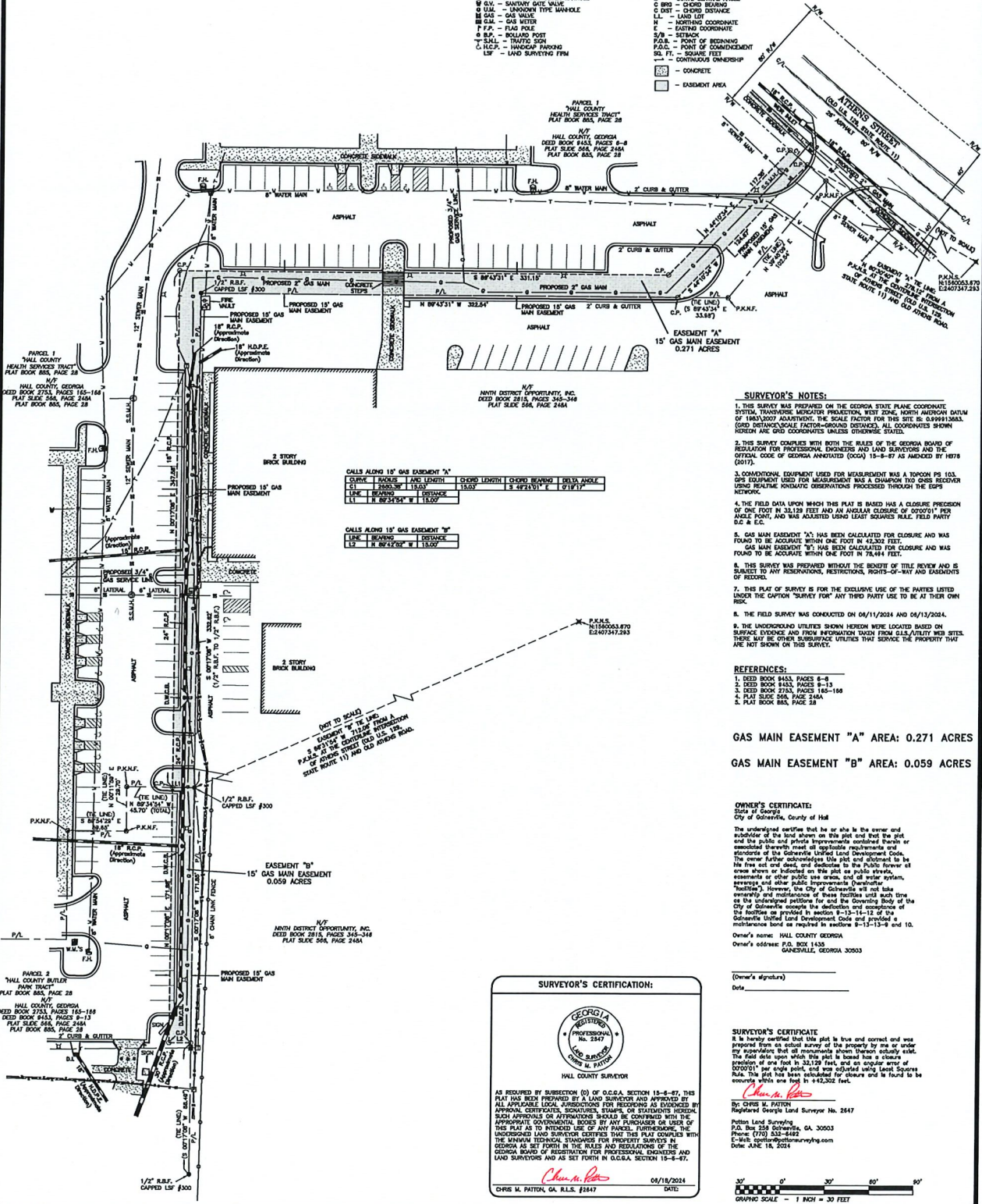
“Gas Utility Easement Area” is defined as a fifteen-foot (15’) strip of land that is centered on the midline of the gas line installed by Grantee on the Premises in the approximate location depicted on the attached diagram.

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THIS BLOCK IS RESERVED FOR CITY OF GAINESVILLE APPROVAL STAMP

**LEGEND:**

- ▲ A.I.F. - ANGLE IRON FOUND
- C.M.F. - CONCRETE MOUND FOUND
- C.T.F. - CRIMP TOP PIN FOUND
- R.M.F. - REBAR FOUND (SEE DRAWING FOR SIZE)
- O.I.F. - OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- P.M.F. - PAVEMENT MOUND FOUND
- P.K.M.F. - PAVEMENT MOUND NAIL SET
- R.B.S. - 1/2" REBAR SET & CAP STAMPED "LSF 1029"
- C.P. - CALCULATED POINT
- D.I. - DROP INLET
- J.B. - JUNCTION BOX
- W.I. - WIRE INLET
- T.I. - TIE INLET
- C.V. - CABLE TV VALVE
- C.S. - CABLE TV SERVICE LINE
- T.V. - TELEPHONE VALVE
- T.S. - TELEPHONE SERVICE LINE
- U.L.A. - UNDERGROUND TELEPHONE BOX
- A.C. - AIR CONDITIONER
- P.T. - POWER TRANSFORMER BOX
- F.P. - FLAG POLE
- L.P. - LIGHT POLE
- G.P. - GAS METER
- W.M. - WATER METER
- Y.I. - WATER VALVE
- F.I. - FIRE HYDRANT
- F.C. - FIRE CONNECTION
- I.C.V. - IRRIGATION CONTROL VALVE
- S.C. - SANITARY CLEANOUT
- S.S.M. - SANITARY SEWER MANHOLE
- M.A. - MANHOLE
- G.V. - GAS VALVE
- G.M. - GAS METER
- F.P. - FLAG POLE
- B.P. - BOLLARD POST
- S.I. - TRAFFIC SIGN
- H.C.P. - HANDICAP PARKING
- L.S.P. - LAND SURVEYING PIN
- H.C.R. - HANDICAP RAMP
- A.S. - ACCESS WAY
- P.L. - ROOF LINE
- E.P. - EDGE OF PAVEMENT
- B.C. - BACK OF CURB
- S.C.B. - SINGLE WING CATCH BASIN
- D.W.C.B. - DOUBLE WING CATCH BASIN
- C.M.F. - CONCRETE MOUND FOUND
- R.C.P. - REINFORCED CONCRETE PIPE
- H.D.P.E. - HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. - POLYETHYLENE GLYCOL PIPE
- D.I.P. - DUCTILE IRON PIPE
- R.W. - RETAINING WALL
- T. - BURIED TELEPHONE LINE
- T.V. - OVERHEAD TELEPHONE LINE
- B.W.L. - BURIED WATER LINE
- G.L. - BURIED GAS LINE
- P.L. - POLYMER LINE
- T.V. - BURIED CABLE TV LINE
- C.L. - CHORD BEARING
- W.F. - WOOD FENCE
- F.C. - FENCE
- O.P. - OVERHEAD POWER LINES
- P.L. - PROPERTY LINE
- N.O.F. - NORTH-OF-WAY
- N.O.F. - NOW ON FORMERLY
- R. - CURVE RADIUS
- C.L. - CURVE CENTRAL ANGLE
- C. - CHORD BEARING
- C.D. - CHORD DISTANCE
- L.L. - LOCAL COORDINATE
- N. - NORTHING COORDINATE
- E. - EASTING COORDINATE
- S. - SETBACK
- P.O. - POINT OF BEGINNING
- P.C. - POINT OF COMMENCEMENT
- S.I. - SQUARE FOOT
- C.O. - CONTIGUOUS OWNERSHIP
- - CONCRETE
- - EASEMENT AREA



**SURVEYOR'S NOTES:**

1. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT, THE SCALE FACTOR FOR THIS SITE IS: 0.999912683. (GSD DISTANCE/SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREIN ARE GRID COORDINATES UNLESS OTHERWISE STATED.
2. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-8-87 AS AMENDED BY HB 7013 (2017).
3. CONDITIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. THIS EQUIPMENT USES TRIP MEASUREMENT HAS A CHANGUION TWO CHIRP RECORDING USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE GCP NETWORK.
4. THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 31,128 FEET AND AN ANGULAR CLOSURE OF 0.000701" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES FIELD, FIELD PARTY D.C. & E.C.
5. GAS MAIN EASEMENT "A" HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 42,302 FEET. GAS MAIN EASEMENT "B" HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 74,844 FEET.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
7. THIS PLAN OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
8. THE FIELD SURVEY WAS CONDUCTED ON 04/11/2024 AND 04/13/2024.
9. THE UNDERGROUND UTILITIES SHOWN HEREIN WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES. THERE MAY BE OTHER SUBSURFACE UTILITIES THAT SERVICE THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

**REFERENCES:**

1. DEED BOOK 3433, PAGES 8-9
2. DEED BOOK 3433, PAGES 8-13
3. DEED BOOK 3724, PAGES 145-150
4. PLAT SLIDE 264, PAGE 248A
5. PLAT BOOK 885, PAGE 28

**GAS MAIN EASEMENT "A" AREA: 0.271 ACRES**  
**GAS MAIN EASEMENT "B" AREA: 0.059 ACRES**

**OWNER'S CERTIFICATE:**

State of Georgia  
 County of Hall  
 City of Gainesville, County of Hall

The undersigned certifies that he or she is the owner and subdivisor of the land shown on this plan and that the plan and the public utility easements thereon are in accordance with the Georgia Unified Land Development Code and the standards of the Georgia Unified Land Development Code. The owner further acknowledges this plan and allows it to be the true and correct, and declares to all public utility, easements or other public use and all public system, services and other public improvements (hereinafter "utilities"). However, the City of Gainesville will not be generally and maintenance of these facilities until such time as the undersigned certifies for and the governing body of the City of Gainesville accepts the definition and compliance of the facilities as provided in sections 9-13-12.12 of the Gainesville Unified Land Development Code and provided a maintenance bond as required in sections 9-13-12.8 and 10.

Owner's name: HALL COUNTY GEORGIA  
 Owner's address: P.O. BOX 1435  
 GAINESVILLE, GEORGIA 30503

**SURVEYOR'S CERTIFICATION:**

GEORGIA  
 PROFESSIONAL  
 LAND SURVEYOR  
 CHRIS M. PATTON

HALL COUNTY SURVEYOR

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-8-87, THIS PLAN WAS REVIEWED BY A LAND SURVEYOR AND APPROVED BY APPROVAL CERTIFICATE SIGNATURE, STAMP, OR ELECTRONIC SIGNATURE.

APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAN AS TO THE USE OF ANY PARTS THEREOF, FURTHERMORE, THE UNDERGROUND LAND SURVEYOR CERTIFIES THAT THIS PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-8-87.

Chris M. Patton  
 08/16/2024  
 CHRIS M. PATTON, GA. R.L.S. #2447

(Owner's signature)  
 Date: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**  
 I hereby certify that this plan is true and correct and was prepared on an actual survey of the property by me or under my supervision that all measurements thereon adhere to the field data upon which this plan is based to a closure precision of one foot in 31,128 feet, and an angular error of 0.000701" per angle point, and was adjusted using Least Squares. Rule 15. This plan has been calculated for closure and is found to be accurate within one foot in 42,302 feet.

By: Chris M. Patton  
 Registered Professional Land Surveyor No. 2647  
 Patton Land Surveying  
 P.O. Box 256  
 Gainesville, GA 30503  
 Phone: (770) 532-6492  
 E-Mail: chris@pattonlandsurveying.com  
 Date: JUNE 18, 2024

Graphic Scale - 1 INCH = 30 FEET

| SHEET NUMBER | No. | DATE | DESCRIPTION |
|--------------|-----|------|-------------|
| 1 of 1       |     |      |             |

SCALE: 1" = 30'

SURVEY DATE: 06/13/2024

PLAT DATE: 06/18/2023

24-104mg  
 JN. 24-104

**GAS MAIN EASEMENT EXHIBIT SURVEY FOR:**

**LIBERTY UTILITIES**

LOCATED IN  
 GAINESVILLE, G.M.D.-411  
 CITY OF GAINESVILLE,  
 HALL COUNTY, GEORGIA

COMPUTATIONS BY: R.G.W.  
 SURVEYED BY: D.C. & E.C.  
 DRAFTED BY: R.G.W.  
 CHECKED BY: C.M.P.

REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. BOX 256  
 GAINESVILLE, GA 30503  
 PHONE: (770) 532-6492  
 www.pattonlandsurveying.com

**PATTON**  
 LAND SURVEYING, LLC

LAND SURVEYING FIRM  
 CERTIFICATE OF AUTHORIZATION  
 NUMBER LSF 001029