

MEMORANDUM

June 10, 2026

To: Alan Gibbs
Lamarcus Davis
Eddie Rowland
John Ambrose
Al Turner

From: Lorri Byrd

Subject: Water Line Easement Agreement-Ray Hartley Road

Attorney Ben Vaughn will be on June 16, 2026, to present the Utility Easement Agreement for a water line easement on Ray Hartley Road for execution of the agreement.

Regards,

Lorri Byrd

When recorded, return to:

Oglethorpe Power Corporation
ATTN: Sharmyn Kelliehan
2100 E. Exchange Place
Tucker, GA 30084-5336

STATE OF GEORGIA

COUNTY OF MONROE

Tax Parcel Nos.: 080 025 (portion); 080 053

UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: that **OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION)**, a Georgia electric membership corporation whose address is 2100 East Exchange Place, Tucker, Georgia 30084 ("**OPC Grantor**") and Gresco Utility Supply, Inc., a corporation existing under the laws of the State of Colorado whose address is [] ("**Gresco Grantor**") and, together with OPC Grantor, the "**Grantors**", for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant to **MONROE COUNTY, GEORGIA**, a political subdivision of the State of Georgia whose address is 38 W Main St, Forsyth, GA 31029 ("**Grantee**"), a perpetual non-exclusive water line and related facilities easement along that certain roadway known as Ray Hartley Road (having a 25-foot right-of-way width) lying and being situated in Monroe County, Georgia and being more particularly described on **Exhibit A** attached hereto and by reference made a part hereof (the "**Roadway**").

WHEREAS, OPC Grantor is the owner of that certain real property identified by Tax Parcel No. 080 025 (portion) and more particularly described on **Exhibit B** attached hereto (the "**OPC Property**").

WHEREAS, Gresco Grantor is the owner of that certain real property identified by Tax Parcel No. 080 053 and more particularly described on **Exhibit C** attached hereto (the "**Gresco Property**")

AGREEMENT:

1. **Grant of Easement – OPC Grantor.** To the extent lying and being on the OPC Property, OPC Grantor hereby grants, bargains, sells and conveys to Grantee a permanent, non-exclusive easement (the “*OPC Easement*”) on, over, under and across the Roadway described on *Exhibit A* attached hereto and by reference made a part hereof (collectively, the “*OPC Utility Easement Area*”), for the purpose of installing, constructing, maintaining, using, replacing and repairing an additional water line and related facilities (the “*Water Line*”). For the avoidance of doubt, the construction, maintenance and operation of the Water Line shall be performed by Grantee in accordance with the terms of that certain Water Supply Agreement by and between OPC Grantor and Grantee, dated on or about the date hereof.

2. **Grant of Easement – Gresco Grantor.** To the extent lying and being on the Gresco Property, Gresco Grantor hereby grants, bargains, sells and conveys to Grantee a permanent, non-exclusive easement (the “*Gresco Easement*” and, together with the OPC Easement, the “*Easement*”) on, over, under and across the Roadway described on *Exhibit A* attached hereto and by reference made a part hereof (collectively, the “*Gresco Utility Easement Area*” and, together with the OPC Utility Easement Area, the “*Utility Easement Area*”), for the purpose of installing, constructing, maintaining, using, replacing and repairing the Water Line. For the avoidance of doubt, the construction, maintenance and operation of the Water Line shall be performed by Grantee in accordance with the terms of that certain Water Supply Agreement by and between OPC Grantor and Grantee, dated on or about the date hereof.

3. **Damage.** Upon completion of any installation, construction, maintenance, replacement or repair work with respect to the Water Line, Grantee shall promptly restore the Utility Easement Area to as reasonably as good of a condition as existed prior to commencement of such work. Grantee assumes all risk arising out of its use of the Utility Easement Area, and the Grantors make no representations or warranties regarding the condition of the Utility Easement Area or the suitability of this Easement for Grantee’s purposes.

4. **Maintenance.** Grantee shall also be responsible, at Grantee’s sole cost and expense, for any and all repair and maintenance of the Water Line that may be necessary, and shall perform same in accordance with all applicable governmental requirements.

5. **Grantor’s Use – OPC Grantor.** OPC Grantor expressly reserves the right to use the OPC Utility Easement Area for any and all purposes not inconsistent with the rights granted herein to Grantee. The rights and easements being granted hereunder are expressly subject to any encumbrances of record with respect to the Roadway. OPC Grantor is responsible for any maintenance and repairs resulting from OPC Grantor’s use of the OPC Utility Easement Area. Grantee shall coordinate all installation, construction, maintenance, repair and replacement activities within the Utility Easement Area with the holders of any other easements rights in the Roadway that may be affected by such activities.

6. **Grantor’s Use – Gresco Grantor.** Gresco Grantor expressly reserves the right to use the Gresco Utility Easement Area for any and all purposes not inconsistent with the rights granted herein to Grantee. The rights and easements being granted hereunder are expressly subject

to any encumbrances of record with respect to the Roadway. Gresco Grantor is responsible for any maintenance and repairs resulting from Gresco Grantor's use of the Utility Easement Area. Grantee shall coordinate all installation, construction, maintenance, repair and replacement activities within the Utility Easement Area with the holders of any other easements rights in the Roadway that may be affected by such activities.

7. **Compliance with Laws.** Grantee and Grantee's agents, invitees, successors and/or assigns in title shall at all times comply with all applicable federal, state and local laws, rules and regulations with respect to its use of the Utility Easement Area, including obtaining any and all federal, state and local permits and licenses required for Grantee's use of the Utility Easement Area for the purposes herein granted.

8. **Indemnity.** To the extent permitted by law and without waiving sovereign immunity, Grantee hereby agrees to indemnify and hold harmless the Grantors from any claim, damage or loss, including court costs and reasonable attorney fees, arising out of the grant of the Easement hereunder, or out of the construction and use of the Water Line and Utility Easement Area by Grantee, its agents, contractors, invitees, and employees.

OPC Grantor hereby agrees to indemnify and hold harmless Grantee from any claim, damage or loss, including court costs and reasonable attorney fees arising out of OPC Grantor's or its agent's contractor's, invitee's or employee's use of the OPC Utility Easement Area.

Gresco Grantor hereby agrees to indemnify and hold harmless Grantee from any claim, damage or loss, including court costs and reasonable attorney fees arising out of Gresco Grantor's or its agent's contractor's, invitee's or employee's use of the Gresco Utility Easement Area.

9. **Limitations on Rights Conveyed.** Nothing herein shall be construed as a conveyance of any part of the ownership of the Utility Easement Area. The Easement granted herein is subject to any and all liens, right of ways, oil, gas and mineral leases, matters revealed by an inspection of the property and other grants or rights of any kind or nature whatsoever affecting the Utility Easement Area.

10. **No Dedication.** The Grantors, as applicable, each reserve the right to dedicate the Roadway to Monroe County, Georgia or another governmental entity. Notwithstanding anything contained herein to the contrary, this Easement is not intended to constitute, nor shall it be deemed to create, a dedication of lands to Grantee or any other governmental entity or the vesting of any rights in third parties.

11. **Miscellaneous.**

- a. All of the representations, warranties, covenants and indemnities created in this agreement shall survive the termination of the Easement granted herein.
- b. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

- c. Time is of the essence in this agreement.
- d. This instrument shall be construed according to the laws of the State of Georgia.
- e. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. This agreement may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this agreement and attached to another copy in order to form one or more counterparts.
- f. This agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter hereof and no promises or understandings, whether written or oral, not embodied herein shall be of any force or effect.
- g. Any provision of this agreement may be modified or amended, in whole or in part, only with the prior written consent of all parties hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument on this the _____ day of _____, 2026.

GRANTOR:

Signed, sealed and delivered in the presence of:

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION),
a Georgia electric membership corporation

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

[SEAL]

(NOTARY SEAL)

My Commission Expires:

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

GRANTOR:

Signed, sealed and delivered in the
presence of:

GRESKO UTILITY SUPPLY, INC.,
a Colorado corporation

Unofficial Witness

By: _____

Name: _____

Title: _____

[SEAL]

Notary Public

(NOTARY SEAL)

My Commission Expires:

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantee has executed this instrument on this the _____ day of _____, 2026.

GRANTEE:

Signed, sealed and delivered in the presence of:

MONROE COUNTY, GEORGIA,
a political subdivision of the State of Georgia

Unofficial Witness

By: _____
Name: _____

Notary Public

Attest: _____
Name: _____

(NOTARY SEAL)

[COUNTY SEAL]

My Commission Expires:

[END OF SIGNATURES]

Exhibit A

Roadway and Utility Easement Area

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 65 and 85 of the 13th Land District of Monroe County, Georgia, containing 3.603 acres, more or less, being more particularly described as "TRACT I" on that certain plat prepared by Albert M. Wynn, Jr., Registered Land Surveyor No. 2178 of Photo Science, Inc. dated September 24, 2008 and recorded October 15, 2008 in Plat Book 30, Page 40, in the Office of the Clerk of Superior Court of Monroe, Georgia.

Exhibit B

OPC Property

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 84 and 85 of the 13th Land District of Monroe County, Georgia, containing 59.231 acres, more or less, being more particularly described as "PARCEL A" on that certain plat prepared by Shane L. Rousey, Registered Land Surveyor No. 3553 of Donaldson, Garrett, & Associates, Inc. dated October 20, 2025 and recorded October 21, 2025 in Plat Book 37, Pages 100-103, in the Office of the Clerk of Superior Court of Monroe, Georgia.

Exhibit C

Gresco Property

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 65 of the 5th Land District and Land Lot 85 of the 13th Land District of Monroe County, Georgia, containing 49.842 acres, more or less, being more particularly described as "TRACT 1" on that certain plat prepared by Ronald H. Pate, Registered Land Surveyor No. 2807 of Moreland Altobelli and Associates, Inc. dated November 21, 2001 and recorded November 29, 2001 in Plat Book 25, Pages 13-17, in the Office of the Clerk of Superior Court of Monroe, Georgia.