

## Senate Resolution 35

By: Senators Dean of the 31<sup>st</sup>, Starr of the 44<sup>th</sup>, Johnson of the 1<sup>st</sup>, Bowen of the 13<sup>th</sup>, Gillis of the 20<sup>th</sup> and Jackson of the 50<sup>th</sup>

## A RESOLUTION

1 Authorizing the granting of nonexclusive easements for the installation, operation, and  
 2 maintenance of utilities, ingress and egress, drainage, and dredging, as well as monitoring  
 3 wells in, on, over, under, upon, across, or through property owned by the State of Georgia  
 4 in Banks, Barrow, Bibb, Chatham, Evans, Fulton, Gwinnett, Jones, Laurens, Madison,  
 5 Newton, Rockdale, Talbot, Tift, Toombs, Glynn, and White counties, Georgia; to repeal  
 6 conflicting laws; and for other purposes.

7 WHEREAS, the State of Georgia is the owner of certain real property located in Banks,  
 8 Barrow, Bibb, Chatham, Evans, Fulton, Gwinnett, Jones, Laurens, Madison, Newton,  
 9 Rockdale, Talbot, Tift, Toombs, Glynn, and White counties, Georgia; and

10 WHEREAS, John Anthony Cody, Hoyt Dodd, Pamela Garner; Barrow County; Williams  
 11 Communications, Inc.; Level 3 Communications, LLC; the Macon Water Authority;  
 12 BellSouth Communications, Inc.; Chatham County; Norman W. Fries, Inc.; the City of  
 13 Atlanta, Fulton County; Gwinnett County; Altamaha EMC; Snapping Shoals EMC; Public  
 14 Service Telephone Company of Reynolds, Georgia; Talbot County; the City of Vidalia,  
 15 Toombs County; Braswell Services Group, Inc.; and James F. Goode and Ruth Krug Goode  
 16 desire to operate and maintain utilities, ingress and egress, drainage, and dredging, as well  
 17 as monitoring wells in, on, over, under, upon, across, or through a portion of said property;  
 18 and

19 WHEREAS, these utilities, together with the rights of ingress and egress, drainage, and  
 20 dredging, as well as monitoring wells in, on, over, under, upon, across, or through the  
 21 hereinafter described state property have been requested and approved by the Department of  
 22 Natural Resources, Department of Human Resources, Department of Technical and Adult  
 23 Education, Department of Corrections, Department of Defense, Department of Public Safety,  
 24 and the Georgia Forestry Commission with respect to property under the jurisdiction of their  
 25 respective departments.

1 NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE GENERAL  
2 ASSEMBLY OF GEORGIA:

3 **ARTICLE I**

4 **SECTION 1.**

5 That the State of Georgia is the owner of the hereinafter described real property located in  
6 Banks County and in the custody of the Department of Natural Resources, hereinafter  
7 referred to as the "easement area," and that, in all matters relating to the easement area, the  
8 State of Georgia is acting by and through its State Properties Commission.

9 **SECTION 2.**

10 That the State of Georgia, acting by and through its State Properties Commission, may grant  
11 to John Anthony Cody and Hoyt Dodd and Pamela Garner, or their successors and assigns,  
12 a nonexclusive easement for the operation and maintenance of ingress and egress in, on,  
13 over, under, upon, across, or through the easement area for the purpose of maintaining,  
14 repairing, replacing, inspecting, and operating ingress and egress together with the right of  
15 ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary  
16 to accomplish the aforesaid purposes. Said easement area is located in Land Lot 227 of the  
17 10th District of Banks County, Georgia, and is more particularly described as follows:

18 That portion and that portion only as shown in orange on a plat of survey prepared by  
19 Samuel L. Duvall, Georgia Registered Land Surveyor #2295, dated June 6, 2000, and on  
20 file in the offices of the State Properties Commission  
21 and may be more particularly described by a plat of survey prepared by a Georgia registered  
22 land surveyor and presented to the State Properties Commission for approval.

23 **SECTION 3.**

24 That the above-described premises shall be used solely for the purpose of installing,  
25 maintaining, repairing, replacing, inspecting, and operating said ingress and egress.

26 **SECTION 4.**

27 That John Anthony Cody and Hoyt Dodd and Pamela Garner shall have the right to remove  
28 or cause to be removed from said easement area only such trees and bushes as may be  
29 reasonably necessary for the proper operation and maintenance of said ingress and egress.

**SECTION 5.**

1

2 That, after John Anthony Cody and Hoyt Dodd and Pamela Garner have put into use the  
3 ingress and egress for which this easement is granted, a subsequent abandonment of the use  
4 thereof shall cause a reversion to the State of Georgia, or its successors and assigns, of all the  
5 rights, title, privileges, powers, and easement granted herein. Upon abandonment, John  
6 Anthony Cody and Hoyt Dodd and Pamela Garner, or their successors and assigns, shall have  
7 the option of removing their facilities from the easement area or leaving the same in place,  
8 in which event the facilities shall become the property of the State of Georgia, or its  
9 successors and assigns.

**SECTION 6.**

10

11 That no title shall be conveyed to John Anthony Cody or Hoyt Dodd or Pamela Garner and,  
12 except as herein specifically granted to John Anthony Cody and Hoyt Dodd and Pamela  
13 Garner, all rights, title, and interest in and to said easement area are reserved in the State of  
14 Georgia, which may make any use of said easement area not inconsistent with or detrimental  
15 to the rights, privileges, and interest granted to John Anthony Cody and Hoyt Dodd and  
16 Pamela Garner.

**SECTION 7.**

17

18 That if the State of Georgia, acting by and through its State Properties Commission,  
19 determines that any or all of the facilities placed on the easement area should be removed or  
20 relocated to an alternate site on state owned land in order to avoid interference with the  
21 state's use or intended use of the easement area, it may grant a substantially equivalent  
22 nonexclusive easement to allow placement of the removed or relocated facilities across the  
23 alternate site, under such terms and conditions as the State Properties Commission shall in  
24 its discretion determine to be in the best interests of the State of Georgia, and John Anthony  
25 Cody and Hoyt Dodd and Pamela Garner shall remove or relocate their facilities to the  
26 alternate easement area at their sole cost and expense, unless the State Properties  
27 Commission determines that the requested removal or relocation is to be for the sole benefit  
28 of the State of Georgia and approves payment by the State of Georgia of all or a portion of  
29 such actual cost and expense, not to exceed by 20 percent the amount of a written estimate  
30 provided by John Anthony Cody and Hoyt Dodd and Pamela Garner. Upon written request,  
31 the State Properties Commission, in its sole discretion, may permit the relocation of the  
32 facilities to an alternate site on state owned land so long as the removal and relocation is paid  
33 by the party or parties requesting such removal and at no cost and expense to the State of  
34 Georgia.

**SECTION 8.**

That the easement granted to John Anthony Cody and Hoyt Dodd and Pamela Garner shall contain such other reasonable terms, conditions, and covenants as the State Properties Commission shall deem in the best interest of the State of Georgia and that the State Properties Commission is authorized to use a more accurate description of the easement area, so long as the description utilized by the State Properties Commission describes the same easement area herein granted.

**SECTION 9.**

That the consideration for such easement shall be the fair market value, but not less than \$650.00 each, and such further consideration and provisions as the State Properties Commission may determine to be in the best interest of the State of Georgia.

**SECTION 10.**

That this grant of easement shall be recorded by the grantee in the Superior Court of Banks County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 11.**

That the authorization in this resolution to grant the above-described easement to John Anthony Cody and Hoyt Dodd and Pamela Garner shall expire three years after the date that this resolution becomes effective.

**SECTION 12.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE II****SECTION 13.**

That the State of Georgia is the owner of the hereinafter described real property located in Barrow County and in the custody of the Department of Natural Resources, hereinafter referred to as the "easement area," and that, in all matters relating to the easement area, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 14.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to Level 3 Communications, LLC, or its successors and assigns, a nonexclusive easement for

1 the construction, operation, and maintenance of communications lines in, on, over, under,  
2 upon, across, or through the easement area for the purpose of constructing, erecting,  
3 installing, maintaining, repairing, replacing, inspecting, and operating communications lines  
4 together with the right of ingress and egress over adjacent land of the State of Georgia as  
5 may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is  
6 located in the 249th GMD of Barrow County, Georgia, and is more particularly described as  
7 follows:

8 That portion and that portion only as shown marked in orange on a plat of survey prepared  
9 by David Norris Simpson, Georgia Registered Land Surveyor #1695, dated September 13,  
10 2000, and on file in the offices of the State Properties Commission  
11 and may be more particularly described by a plat of survey prepared by a Georgia registered  
12 land surveyor and presented to the State Properties Commission for approval.

13 **SECTION 15.**

14 That the above-described premises shall be used solely for the purpose of planning,  
15 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating  
16 said communications lines.

17 **SECTION 16.**

18 That Level 3 Communications, LLC shall have the right to remove or cause to be removed  
19 from said easement area only such trees and bushes as may be reasonably necessary for the  
20 proper construction, operation, and maintenance of said communications lines.

21 **SECTION 17.**

22 That, after Level 3 Communications, LLC has put into use the communications lines for  
23 which this easement is granted, a subsequent abandonment of the use thereof shall cause a  
24 reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
25 privileges, powers, and easement granted herein. Upon abandonment, Level 3  
26 Communications, LLC, or its successors and assigns, shall have the option of removing its  
27 facilities from the easement area or leaving the same in place, in which event the facilities  
28 shall become the property of the State of Georgia, or its successors and assigns.

29 **SECTION 18.**

30 That no title shall be conveyed to Level 3 Communications, LLC, and, except as herein  
31 specifically granted to Level 3 Communications, LLC, all rights, title, and interest in and to  
32 said easement area are reserved in the State of Georgia, which may make any use of said

1 easement area not inconsistent with or detrimental to the rights, privileges, and interest  
2 granted to Level 3 Communications, LLC.

3 **SECTION 19.**

4 That if the State of Georgia, acting by and through its State Properties Commission,  
5 determines that any or all of the facilities placed on the easement area should be removed or  
6 relocated to an alternate site on state owned land in order to avoid interference with the  
7 state's use or intended use of the easement area, it may grant a substantially equivalent  
8 nonexclusive easement to allow placement of the removed or relocated facilities across the  
9 alternate site, under such terms and conditions as the State Properties Commission shall in  
10 its discretion determine to be in the best interests of the State of Georgia, and Level 3  
11 Communications, LLC shall remove or relocate its facilities to the alternate easement area  
12 at its sole cost and expense, unless the State Properties Commission determines that the  
13 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
14 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
15 not to exceed by 20 percent the amount of a written estimate provided by Level 3  
16 Communications, LLC. Upon written request, the State Properties Commission, in its sole  
17 discretion, may permit the relocation of the facilities to an alternate site on state owned land  
18 so long as the removal and relocation is paid by the party or parties requesting such removal  
19 and at no cost and expense to the State of Georgia.

20 **SECTION 20.**

21 That the easement granted to Level 3 Communications, LLC shall contain such other  
22 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
23 in the best interest of the State of Georgia and that the State Properties Commission is  
24 authorized to use a more accurate description of the easement area, so long as the description  
25 utilized by the State Properties Commission describes the same easement area herein granted.

26 **SECTION 21.**

27 That the consideration for such easement shall be for the fair market value, but not less than  
28 \$650.00, and such further consideration and provisions as the State Properties Commission  
29 may determine to be in the best interest of the State of Georgia.

30 **SECTION 22.**

31 That this grant of easement shall be recorded by the grantee in the Superior Court of Barrow  
32 County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 23.**

That the authorization in this resolution to grant the above-described easement to Level 3 Communications, LLC shall expire three years after the date that this resolution becomes effective.

**SECTION 24.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE III****SECTION 25.**

That the State of Georgia is the owner of the hereinafter described real property in Barrow County and in the custody of the Department of Natural Resources, hereinafter referred to as the "easement area," and that, in all matters relating to the easement area, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 26.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to Williams Communications, Inc., or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of communications lines, on, over, under, upon, across, or through the easement area for the purpose of constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating communications lines together with the right of ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is located in the 249th GMD of Barrow County, Georgia, and is more particularly described as follows:

That portion and that portion only as shown in yellow on a drawing attached as Exhibit "A" on that certain Department of Natural Resources Board Resolution dated August 23, 2000, and on file in the offices of the State Properties Commission and may be more particularly described by a plat of survey prepared by a Georgia registered land surveyor and presented to the State Properties Commission for approval.

**SECTION 27.**

That the above-described premises shall be used solely for the purpose of planning, constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating said communications lines.

**SECTION 28.**

1  
2 That Williams Communications, Inc. shall have the right to remove or cause to be removed  
3 from said easement area only such trees and bushes as may be reasonably necessary for the  
4 proper construction, operation, and maintenance of said communications lines.

**SECTION 29.**

5  
6 That, after Williams Communications, Inc. has put into use the communications lines for  
7 which this easement is granted, a subsequent abandonment of the use thereof shall cause a  
8 reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
9 privileges, powers, and easement granted herein. Upon abandonment, Williams  
10 Communications, Inc., or its successors and assigns, shall have the option of removing its  
11 facilities from the easement area or leaving the same in place, in which event the facilities  
12 shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 30.**

13  
14 That no title shall be conveyed to Williams Communications, Inc., and, except as herein  
15 specifically granted to Williams Communications, Inc., all rights, title, and interest in and to  
16 said easement area are reserved in the State of Georgia, which may make any use of said  
17 easement area not inconsistent with or detrimental to the rights, privileges, and interest  
18 granted to Williams Communications, Inc.

**SECTION 31.**

19  
20 That if the State of Georgia, acting by and through its State Properties Commission,  
21 determines that any or all of the facilities placed on the easement area should be removed or  
22 relocated to an alternate site on state owned land in order to avoid interference with the  
23 state's use or intended use of the easement area, it may grant a substantially equivalent  
24 nonexclusive easement to allow placement of the removed or relocated facilities across the  
25 alternate site, under such terms and conditions as the State Properties Commission shall in  
26 its discretion determine to be in the best interests of the State of Georgia, and Williams  
27 Communications, Inc. shall remove or relocate its facilities to the alternate easement area at  
28 its sole cost and expense, unless the State Properties Commission determines that the  
29 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
30 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
31 not to exceed by 20 percent the amount of a written estimate provided by Williams  
32 Communications, Inc. Upon written request, the State Properties Commission, in its sole  
33 discretion, may permit the relocation of the facilities to an alternate site on state owned land

1 so long as the removal and relocation is paid by the party or parties requesting such removal  
2 and at no cost and expense to the State of Georgia.

3 **SECTION 32.**

4 That the easement granted to Williams Communications, Inc. shall contain such other  
5 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
6 in the best interest of the State of Georgia and that the State Properties Commission is  
7 authorized to use a more accurate description of the easement area, so long as the description  
8 utilized by the State Properties Commission describes the same easement area herein granted.

9 **SECTION 33.**

10 That the consideration for such easement shall be for the fair market value, but not less than  
11 \$650.00, and such further consideration and provisions as the State Properties Commission  
12 may determine to be in the best interest of the State of Georgia.

13 **SECTION 34.**

14 That this grant of easement shall be recorded by the grantee in the Superior Court of Barrow  
15 County and a recorded copy shall be forwarded to the State Properties Commission.

16 **SECTION 35.**

17 That the authorization in this resolution to grant the above-described easement to Williams  
18 Communications, Inc. shall expire three years after the date that this resolution becomes  
19 effective.

20 **SECTION 36.**

21 That the State Properties Commission is authorized and empowered to do all acts and things  
22 necessary and proper to effect the grant of the easement area.

23 **ARTICLE IV**

24 **SECTION 37.**

25 That the State of Georgia is the owner of the hereinafter described real property in Barrow  
26 County and in the custody of the Department of Natural Resources, hereinafter referred to  
27 as the "easement area," and that, in all matters relating to the easement area, the State of  
28 Georgia is acting by and through its State Properties Commission.

**SECTION 38.**

1  
2 That the State of Georgia, acting by and through its State Properties Commission, may grant  
3 to Barrow County, or its successors and assigns, a nonexclusive easement for the  
4 construction, operation, and maintenance of an irrigation line in, on, over, under, upon,  
5 across, or through the easement area for the purpose of constructing, erecting, installing,  
6 maintaining, repairing, replacing, inspecting, and operating an irrigation line together with  
7 the right of ingress and egress over adjacent land of the State of Georgia as may be  
8 reasonably necessary to accomplish the aforesaid purposes. Said easement area is located  
9 within the bounds of Fort Yargo State Park in Barrow County, Georgia, and is more  
10 particularly described as follows:

11 That portion and that portion only as shown in yellow on a drawing prepared by Barrow  
12 County dated July 7, 2000, and on file in the offices of the State Properties Commission  
13 and may be more particularly described by a plat of survey prepared by a Georgia registered  
14 land surveyor and presented to the State Properties Commission for approval.

**SECTION 39.**

15  
16 That the above-described premises shall be used solely for the purpose of planning,  
17 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating  
18 said irrigation line.

**SECTION 40.**

19  
20 That Barrow County shall have the right to remove or cause to be removed from said  
21 easement area only such trees and bushes as may be reasonably necessary for the proper  
22 construction, operation, and maintenance of said irrigation line.

**SECTION 41.**

23  
24 That, after Barrow County has put into use the irrigation line for which this easement is  
25 granted, a subsequent abandonment of the use thereof shall cause a reversion to the State of  
26 Georgia, or its successors and assigns, of all the rights, title, privileges, powers, and easement  
27 granted herein. Upon abandonment, Barrow County, or its successors and assigns, shall have  
28 the option of removing its facilities from the easement area or leaving the same in place, in  
29 which event the facilities shall become the property of the State of Georgia, or its successors  
30 and assigns.

**SECTION 42.**

31  
32 That no title shall be conveyed to Barrow County, and, except as herein specifically granted  
33 to Barrow County, all rights, title, and interest in and to said easement area are reserved in

1 the State of Georgia, which may make any use of said easement area not inconsistent with  
2 or detrimental to the rights, privileges, and interest granted to Barrow County.

3 **SECTION 43.**

4 That if the State of Georgia, acting by and through its State Properties Commission,  
5 determines that any or all of the facilities placed on the easement area should be removed or  
6 relocated to an alternate site on state owned land in order to avoid interference with the  
7 state's use or intended use of the easement area, it may grant a substantially equivalent  
8 nonexclusive easement to allow placement of the removed or relocated facilities across the  
9 alternate site, under such terms and conditions as the State Properties Commission shall in  
10 its discretion determine to be in the best interests of the State of Georgia, and Barrow County  
11 shall remove or relocate its facilities to the alternate easement area at its sole cost and  
12 expense, unless the State Properties Commission determines that the requested removal or  
13 relocation is to be for the sole benefit of the State of Georgia and approves payment by the  
14 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20  
15 percent the amount of a written estimate provided by Barrow County. Upon written request,  
16 the State Properties Commission, in its sole discretion, may permit the relocation of the  
17 facilities to an alternate site on state owned land so long as the removal and relocation is paid  
18 by the party or parties requesting such removal and at no cost and expense to the State of  
19 Georgia.

20 **SECTION 44.**

21 That the easement granted to Barrow County shall contain such other reasonable terms,  
22 conditions, and covenants as the State Properties Commission shall deem in the best interest  
23 of the State of Georgia and that the State Properties Commission is authorized to use a more  
24 accurate description of the easement area, so long as the description utilized by the State  
25 Properties Commission describes the same easement area herein granted.

26 **SECTION 45.**

27 That the consideration for such easement shall be \$10.00 and such further consideration and  
28 provisions as the State Properties Commission may determine to be in the best interest of the  
29 State of Georgia.

30 **SECTION 46.**

31 That this grant of easement shall be recorded by the grantee in the Superior Court of Barrow  
32 County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 47.**

That the authorization in this resolution to grant the above-described easement to Barrow County shall expire three years after the date that this resolution becomes effective.

**SECTION 48.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE V****SECTION 49.**

That the State of Georgia is the owner of the hereinafter described real property in Bibb County and in the custody of the Department of Natural Resources, hereinafter referred to as the "easement area," and that, in all matters relating to the easement area, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 50.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to the Macon Water Authority, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of sanitary sewer lines in, on, over, under, upon, across, or through the easement area for the purpose of constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating sanitary sewer lines together with the right of ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is located in Land Lot 206 of the 5th District of Bibb County, Georgia, and is more particularly described as follows:

That portion and that portion only as shown marked in yellow on a drawing entitled "Echeconnee Creek Interceptor Sewer Phase II Contract B – Easement Drawing" dated September, 1999, and prepared by D S Atlantic Tribble & Richardson, Inc. and being on file in the offices of the State Properties Commission and may be more particularly described by a plat of survey prepared by a Georgia registered land surveyor and presented to the State Properties Commission for approval.

**SECTION 51.**

That the above-described premises shall be used solely for the purpose of planning, constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating said sanitary sewer lines.

**SECTION 52.**

That the Macon Water Authority shall have the right to remove or cause to be removed from said easement area only such trees and bushes as may be reasonably necessary for the proper construction, operation, and maintenance of said sanitary sewer lines.

**SECTION 53.**

That, after the Macon Water Authority has put into use the sanitary sewer lines for which this easement is granted, a subsequent abandonment of the use thereof shall cause a reversion to the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers, and easement granted herein. Upon abandonment, the Macon Water Authority, or its successors and assigns, shall have the option of removing its facilities from the easement area or leaving the same in place, in which event the facilities shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 54.**

That no title shall be conveyed to the Macon Water Authority, and, except as herein specifically granted to the Macon Water Authority, all rights, title, and interest in and to said easement area are reserved in the State of Georgia, which may make any use of said easement area not inconsistent with or detrimental to the rights, privileges, and interest granted to the Macon Water Authority.

**SECTION 55.**

That if the State of Georgia, acting by and through its State Properties Commission, determines that any or all of the facilities placed on the easement area should be removed or relocated to an alternate site on state owned land in order to avoid interference with the state's use or intended use of the easement area, it may grant a substantially equivalent nonexclusive easement to allow placement of the removed or relocated facilities across the alternate site, under such terms and conditions as the State Properties Commission shall in its discretion determine to be in the best interests of the State of Georgia, and the Macon Water Authority shall remove or relocate its facilities to the alternate easement area at its sole cost and expense, unless the State Properties Commission determines that the requested removal or relocation is to be for the sole benefit of the State of Georgia and approves payment by the State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20 percent the amount of a written estimate provided by the Macon Water Authority. Upon written request, the State Properties Commission, in its sole discretion, may permit the relocation of the facilities to an alternate site on state owned land so long as the

1 removal and relocation is paid by the party or parties requesting such removal and at no cost  
2 and expense to the State of Georgia.

3 **SECTION 56.**

4 That the easement granted to the Macon Water Authority shall contain such other reasonable  
5 terms, conditions, and covenants as the State Properties Commission shall deem in the best  
6 interest of the State of Georgia and that the State Properties Commission is authorized to use  
7 a more accurate description of the easement area, so long as the description utilized by the  
8 State Properties Commission describes the same easement area herein granted.

9 **SECTION 57.**

10 That the consideration for such easement shall be \$10.00 and such further consideration and  
11 provisions as the State Properties Commission may determine to be in the best interest of the  
12 State of Georgia.

13 **SECTION 58.**

14 That this grant of easement shall be recorded by the grantee in the Superior Court of Bibb  
15 County and a recorded copy shall be forwarded to the State Properties Commission.

16 **SECTION 59.**

17 That the authorization in this resolution to grant the above-described easement to the Macon  
18 Water Authority shall expire three years after the date that this resolution becomes effective.

19 **SECTION 60.**

20 That the State Properties Commission is authorized and empowered to do all acts and things  
21 necessary and proper to effect the grant of the easement area.

22 **ARTICLE VI**

23 **SECTION 61.**

24 That the State of Georgia is the owner of the hereinafter described real property in Chatham  
25 County and in the custody of the Department of Technical and Adult Education, hereinafter  
26 referred to as the "easement area," and that, in all matters relating to the easement area, the  
27 State of Georgia is acting by and through its State Properties Commission.

**SECTION 62.**

1  
2 That the State of Georgia, acting by and through its State Properties Commission, may grant  
3 to BellSouth Communications, Inc., or its successors and assigns, a nonexclusive easement  
4 for the construction, operation, and maintenance of a telecommunications cabinet in, on,  
5 over, under, upon, across, or through the easement area for the purpose of constructing,  
6 erecting, installing, maintaining, repairing, replacing, inspecting, and operating a  
7 telecommunications cabinet together with the right of ingress and egress over adjacent land  
8 of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes.  
9 Said easement area is located in the 4th GMD of Chatham County, Georgia, and is more  
10 particularly described as follows:

11 That portion and that portion only as shown marked in yellow identified as Parcel "A" on  
12 a plat of survey entitled "BellSouth Telecommunications" dated March 8, 2000, prepared  
13 by James R. McDougald and being on file in the offices of the State Properties  
14 Commission  
15 and may be more particularly described by a plat of survey prepared by a Georgia registered  
16 land surveyor and presented to the State Properties Commission for approval.

**SECTION 63.**

17  
18 That the above-described premises shall be used solely for the purpose of planning,  
19 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating  
20 said telecommunications cabinet.

**SECTION 64.**

21  
22 That BellSouth Communications, Inc. shall have the right to remove or cause to be removed  
23 from said easement area only such trees and bushes as may be reasonably necessary for the  
24 proper construction, operation, and maintenance of said telecommunications cabinet.

**SECTION 65.**

25  
26 That, after BellSouth Communications, Inc. has put into use the telecommunications cabinet  
27 for which this easement is granted, a subsequent abandonment of the use thereof shall cause  
28 a reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
29 privileges, powers, and easement granted herein. Upon abandonment, BellSouth  
30 Communications, Inc., or its successors and assigns, shall have the option of removing its  
31 facilities from the easement area or leaving the same in place, in which event the facilities  
32 shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 66.**

1  
2 That no title shall be conveyed to BellSouth Communications, Inc., and, except as herein  
3 specifically granted to the BellSouth Communications, Inc., all rights, title, and interest in  
4 and to said easement area are reserved in the State of Georgia, which may make any use of  
5 said easement area not inconsistent with or detrimental to the rights, privileges, and interest  
6 granted to BellSouth Communications, Inc.

**SECTION 67.**

7  
8 That if the State of Georgia, acting by and through its State Properties Commission,  
9 determines that any or all of the facilities placed on the easement area should be removed or  
10 relocated to an alternate site on state owned land in order to avoid interference with the  
11 state's use or intended use of the easement area, it may grant a substantially equivalent  
12 nonexclusive easement to allow placement of the removed or relocated facilities across the  
13 alternate site, under such terms and conditions as the State Properties Commission shall in  
14 its discretion determine to be in the best interests of the State of Georgia, and BellSouth  
15 Communications, Inc. shall remove or relocate its facilities to the alternate easement area at  
16 its sole cost and expense, unless the State Properties Commission determines that the  
17 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
18 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
19 not to exceed by 20 percent the amount of a written estimate provided by BellSouth  
20 Communications, Inc. Upon written request, the State Properties Commission, in its sole  
21 discretion, may permit the relocation of the facilities to an alternate site on state owned land  
22 so long as the removal and relocation is paid by the party or parties requesting such removal  
23 and at no cost and expense to the State of Georgia.

**SECTION 68.**

24  
25 That the easement granted to BellSouth Communications, Inc. shall contain such other  
26 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
27 in the best interest of the State of Georgia and that the State Properties Commission is  
28 authorized to use a more accurate description of the easement area, so long as the description  
29 utilized by the State Properties Commission describes the same easement area herein granted.

**SECTION 69.**

30  
31 That the consideration for such easement shall be \$10.00 and such further consideration and  
32 provisions as the State Properties Commission may determine to be in the best interest of the  
33 State of Georgia.

**SECTION 70.**

That this grant of easement shall be recorded by the grantee in the Superior Court of Chatham County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 71.**

That the authorization in this resolution to grant the above-described easement to BellSouth Communications, Inc. shall expire three years after the date that this resolution becomes effective.

**SECTION 72.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE VII****SECTION 73.**

That the State of Georgia is the owner of the hereinafter described real property in Chatham County, Georgia, and in the custody of the Department of Human Resources, hereinafter referred to as the "easement areas," and that, in all matters relating to the easement areas, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 74.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to Chatham County, or its successors and assigns, a nonexclusive easement for planning, constructing, and maintaining drainage structures and a nonexclusive easement for utilities together with the right of ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said easement areas are located in the 6th GMD of Chatham County, Georgia, and are more particularly described as follows:

That portion and that portion only as shown marked in yellow on Exhibit "B," Exhibit "E," and Exhibit "G" of that certain Revocable License Agreement dated July 13, 2000, and being real property record #9378 and being on file in the offices of the State Properties Commission and may be more particularly described on a plat of survey prepared by a Georgia registered land surveyor and presented to the State Properties Commission for approval.

**SECTION 75.**

That the above-described premises shall be used solely for the purpose of planning, constructing, and maintaining drainage structures and utilities.

**SECTION 76.**

That Chatham County shall have the right to remove or cause to be removed from said easement areas only such trees and bushes as may be reasonably necessary for the proper operation of said drainage structures and utilities.

**SECTION 77.**

That, after Chatham County has put into use the drainage structures and utilities for which these easements are granted, a subsequent abandonment of the use thereof shall cause a reversion to the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers, and easement granted herein. Upon abandonment, Chatham County, or its successors and assigns, shall have the option of removing its facilities from the easement areas or leaving the same in place, in which event the facilities shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 78.**

That no title shall be conveyed to Chatham County, and, except as herein specifically granted to Chatham County, all rights, title, and interest in and to said easement areas are reserved in the State of Georgia, which may make any use of said easement areas not inconsistent with or detrimental to the rights, privileges, and interest granted to Chatham County.

**SECTION 79.**

That if the State of Georgia, acting by and through its State Properties Commission, determines that any or all of the facilities placed on the easement areas should be removed or relocated to an alternate site on state owned land in order to avoid interference with the state's use or intended use of the easement areas, it may grant a substantially equivalent nonexclusive easement to allow placement of the removed or relocated facilities across the alternate site, under such terms and conditions as the State Properties Commission shall in its discretion determine to be in the best interests of the State of Georgia, and Chatham County shall remove or relocate its facilities to the alternate easement area at its sole cost and expense, unless the State Properties Commission determines that the requested removal or relocation is to be for the sole benefit of the State of Georgia and approves payment by the State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20 percent the amount of a written estimate provided by Chatham County. Upon written

1 request, the State Properties Commission, in its sole discretion, may permit the relocation of  
2 the facilities to an alternate site on state owned land so long as the removal and relocation  
3 is paid by the party or parties requesting such removal and at no cost and expense to the State  
4 of Georgia.

5 **SECTION 80.**

6 That the easements granted to Chatham County shall contain such other reasonable terms,  
7 conditions, and covenants as the State Properties Commission shall deem in the best interest  
8 of the State of Georgia and that the State Properties Commission is authorized to use a more  
9 accurate description of the easement areas, so long as the description utilized by the State  
10 Properties Commission describes the same easement areas herein granted.

11 **SECTION 81.**

12 That the consideration for such easements shall be \$10.00 and such further consideration and  
13 provisions as the State Properties Commission may determine to be in the best interest of the  
14 State of Georgia.

15 **SECTION 82.**

16 That these grants of easement shall be recorded by the grantee in the Superior Court of  
17 Chatham County and a recorded copy shall be forwarded to the State Properties Commission.

18 **SECTION 83.**

19 That the authorization in this resolution to grant the above-described easements to Chatham  
20 County shall expire three years after the date that this resolution becomes effective.

21 **SECTION 84.**

22 That the State Properties Commission is authorized and empowered to do all acts and things  
23 necessary and proper to effect the grant of the easement areas.

24 **ARTICLE VIII**

25 **SECTION 85.**

26 That the State of Georgia is the owner of the hereinafter described real property in Evans  
27 County, Georgia, and in the custody of the Department of Corrections, hereinafter referred  
28 to as the "easement area," and that, in all matters relating to the easement area, the State of  
29 Georgia is acting by and through its State Properties Commission.

**SECTION 86.**

1  
2 That the State of Georgia, acting by and through its State Properties Commission, may grant  
3 to Norman W. Fries, Inc., or its successors and assigns, a nonexclusive easement for the  
4 construction, operation, and maintenance of sanitary sewer lines in, on, over, under, upon,  
5 across, or through the easement area for the purpose of constructing, installing, maintaining,  
6 repairing, replacing, inspecting, and operating sanitary sewer lines together with the right of  
7 ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary  
8 to accomplish the aforesaid purposes. Said easement area in the 1607th GMD of Evans  
9 County, Georgia, and is more particularly described as follows:

10 That portion and that portion only as shown marked in yellow on a plat of survey prepared  
11 by Timothy W. Eason, Georgia Registered Land Surveyor #2508, dated February 21, 2000,  
12 entitled "Claxton Poultry Farms, Inc.," and on file in the offices of the State Properties  
13 Commission

14 and may be more particularly described by a plat of survey prepared by a Georgia registered  
15 land surveyor and presented to the State Properties Commission for approval.

**SECTION 87.**

16  
17 That the above-described premises shall be used solely for the purpose of planning,  
18 constructing, installing, maintaining, repairing, replacing, inspecting, and operating said  
19 sanitary sewer lines.

**SECTION 88.**

20  
21 That Norman W. Fries, Inc. shall have the right to remove or cause to be removed from said  
22 easement area only such trees and bushes as may be reasonably necessary for the proper  
23 construction, operation, and maintenance of said sanitary sewer lines.

**SECTION 89.**

24  
25 That, after Norman W. Fries, Inc. has put into use the sanitary sewer lines for which this  
26 easement is granted, a subsequent abandonment of the use thereof shall cause a reversion to  
27 the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers,  
28 and easement granted herein. Upon abandonment, Norman W. Fries, Inc., or its successors  
29 and assigns, shall have the option of removing its facilities from the easement area or leaving  
30 the same in place, in which event the facilities shall become the property of the State of  
31 Georgia, or its successors and assigns.

**SECTION 90.**

1  
2 That no title shall be conveyed to Norman W. Fries, Inc., and, except as herein specifically  
3 granted to Norman W. Fries, Inc., all rights, title, and interest in and to said easement area  
4 are reserved in the State of Georgia, which may make any use of said easement area not  
5 inconsistent with or detrimental to the rights, privileges, and interest granted to Norman W.  
6 Fries, Inc.

**SECTION 91.**

7  
8 That if the State of Georgia, acting by and through its State Properties Commission,  
9 determines that any or all of the facilities placed on the easement area should be removed or  
10 relocated to an alternate site on state owned land in order to avoid interference with the  
11 state's use or intended use of the easement area, it may grant a substantially equivalent  
12 nonexclusive easement to allow placement of the removed or relocated facilities across the  
13 alternate site, under such terms and conditions as the State Properties Commission shall in  
14 its discretion determine to be in the best interests of the State of Georgia, and Norman W.  
15 Fries, Inc. shall remove or relocate its facilities to the alternate easement area at its sole cost  
16 and expense, unless the State Properties Commission determines that the requested removal  
17 or relocation is to be for the sole benefit of the State of Georgia and approves payment by the  
18 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20  
19 percent the amount of a written estimate provided by Norman W. Fries, Inc. Upon written  
20 request, the State Properties Commission, in its sole discretion, may permit the relocation of  
21 the facilities to an alternate site on state owned land so long as the removal and relocation  
22 is paid by the party or parties requesting such removal and at no cost and expense to the State  
23 of Georgia.

**SECTION 92.**

24  
25 That the easement granted to Norman W. Fries, Inc. shall contain such other reasonable  
26 terms, conditions, and covenants as the State Properties Commission shall deem in the best  
27 interest of the State of Georgia and that the State Properties Commission is authorized to use  
28 a more accurate description of the easement area, so long as the description utilized by the  
29 State Properties Commission describes the same easement area herein granted.

**SECTION 93.**

30  
31 That the consideration for such easement shall be for the fair market value, but not less than  
32 \$650.00, and such further consideration and provisions as the State Properties Commission  
33 may determine to be in the best interest of the State of Georgia.

**SECTION 94.**

That this grant of easement shall be recorded by the grantee in the Superior Court of Evans County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 95.**

That the authorization in this resolution to grant the above-described easement to Norman W. Fries, Inc. expires three years after the date that this resolution becomes effective.

**SECTION 96.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE IX****SECTION 97.**

That the State of Georgia is the owner of the hereinafter described real property in Fulton County and in the custody of the Department of Defense, hereinafter referred to as the "easement area," and that, in all matters relating to the easement area, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 98.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to the City of Atlanta, Fulton County, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of monitoring wells in, on, over, under, upon, across, or through the easement area for the purpose of constructing, installing, maintaining, repairing, inspecting, and operating monitoring wells together with the right of ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is located at the Georgia Department of Defense Headquarters site in Fulton County, Georgia, and is more particularly described as follows:

That portion and that portion only as shown on a plat of survey dated July, 1999, entitled "Closure Plan Confederate Avenue Solid Waste Landfill Fulton County, Georgia" prepared by Brent M. Zern, Georgia Registered Land Surveyor #22318, and on file in the offices of the State Properties Commission and may be more particularly described by a plat of survey prepared by a Georgia registered land surveyor and presented to the State Properties Commission for approval.

**SECTION 99.**

That the above-described premises shall be used solely for the purpose of planning, constructing, installing, maintaining, repairing, inspecting, and operating said monitoring wells.

**SECTION 100.**

That, after the City of Atlanta, Fulton County, has put into use the monitoring wells for which this easement is granted, a subsequent abandonment of the use thereof shall cause a reversion to the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers, and easement granted herein. Upon abandonment, the City of Atlanta, Fulton County, or its successors and assigns, shall have the option of removing its facilities from the easement area or leaving the same in place, in which event the facilities shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 101.**

That no title shall be conveyed to the City of Atlanta, Fulton County, and, except as herein specifically granted to the City of Atlanta, Fulton County, all rights, title, and interest in and to said easement area are reserved in the State of Georgia, which may make any use of said easement area not inconsistent with or detrimental to the rights, privileges, and interest granted to the City of Atlanta, Fulton County.

**SECTION 102.**

That if the State of Georgia, acting by and through its State Properties Commission, determines that any or all of the facilities placed on the easement area should be removed or relocated to an alternate site on state owned land in order to avoid interference with the state's use or intended use of the easement area, it may grant a substantially equivalent nonexclusive easement to allow placement of the removed or relocated facilities across the alternate site, under such terms and conditions as the State Properties Commission shall in its discretion determine to be in the best interests of the State of Georgia, and the City of Atlanta, Fulton County, shall remove or relocate its facilities to the alternate easement area at its sole cost and expense, unless the State Properties Commission determines that the requested removal or relocation is to be for the sole benefit of the State of Georgia and approves payment by the State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20 percent the amount of a written estimate provided by the City of Atlanta, Fulton County. Upon written request, the State Properties Commission, in its sole discretion, may permit the relocation of the facilities to an alternate site on state owned land so long as

1 the removal and relocation is paid by the party or parties requesting such removal and at no  
2 cost and expense to the State of Georgia.

3 **SECTION 103.**

4 That the easement granted to the City of Atlanta, Fulton County, shall contain such other  
5 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
6 in the best interest of the State of Georgia and that the State Properties Commission is  
7 authorized to use a more accurate description of the easement area, so long as the description  
8 utilized by the State Properties Commission describes the same easement area herein granted.

9 **SECTION 104.**

10 That the consideration for such easement shall be \$10.00 and such further consideration and  
11 provisions as the State Properties Commission may determine to be in the best interest of the  
12 State of Georgia.

13 **SECTION 105.**

14 That this grant of easement shall be recorded by the grantee in the Superior Court of Fulton  
15 County and a recorded copy shall be forwarded to the State Properties Commission.

16 **SECTION 106.**

17 That the authorization in this resolution to grant the above-described easement to the City of  
18 Atlanta, Fulton County, shall expire three years after the date that this resolution becomes  
19 effective.

20 **SECTION 107.**

21 That the State Properties Commission is authorized and empowered to do all acts and things  
22 necessary and proper to effect the grant of the easement area.

23 **ARTICLE X**

24 **SECTION 108.**

25 That the State of Georgia is the owner of the hereinafter described real property in Gwinnett  
26 County and in the custody of the Department of Public Safety, hereinafter referred to as the  
27 "easement area," and that, in all matters relating to the easement areas, the State of Georgia  
28 is acting by and through its State Properties Commission.

**SECTION 109.**

1  
2 That the State of Georgia, acting by and through its State Properties Commission, may grant  
3 to Gwinnett County, or its successors and assigns, a nonexclusive easement for the  
4 construction, operation, and maintenance of drainage lines in, on, over, under, upon, across,  
5 or through the easement area for the purpose of constructing, installing, maintaining,  
6 repairing, replacing, inspecting, and operating drainage lines together with the right of  
7 ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary  
8 to accomplish the aforesaid purposes. Said easement area is located at State Patrol Post 54  
9 in Gwinnett County, Georgia, and is more particularly described as follows:

10 Those portions and those portions only as shown marked in yellow and designated as  
11 "Tract No. 1" on a plat of survey dated May 8, 2000, prepared by Mack L. Meeks, and on  
12 file in the offices of the State Properties Commission  
13 and may be more particularly described by a plat of survey prepared by a Georgia registered  
14 land surveyor and presented to the State Properties Commission for approval.

**SECTION 110.**

15  
16 That the above-described premises shall be used solely for the purpose of planning,  
17 constructing, installing, maintaining, repairing, replacing, inspecting, and operating said  
18 drainage lines.

**SECTION 111.**

19  
20 That, after Gwinnett County has put into use the drainage lines for which this easement is  
21 granted, a subsequent abandonment of the use thereof shall cause a reversion to the State of  
22 Georgia, or its successors and assigns, of all the rights, title, privileges, powers, and easement  
23 granted herein. Upon abandonment, Gwinnett County, or its successors and assigns, shall  
24 have the option of removing its facilities from the easement area or leaving the same in place,  
25 in which event the facilities shall become the property of the State of Georgia, or its  
26 successors and assigns.

**SECTION 112.**

27  
28 That no title shall be conveyed to Gwinnett County, and, except as herein specifically granted  
29 to Gwinnett County, all rights, title, and interest in and to said easement area are reserved in  
30 the State of Georgia, which may make any use of said easement area not inconsistent with  
31 or detrimental to the rights, privileges, and interest granted to Gwinnett County.

**SECTION 113.**

1  
2 That if the State of Georgia, acting by and through its State Properties Commission,  
3 determines that any or all of the facilities placed on the easement area should be removed or  
4 relocated to an alternate site on state owned land in order to avoid interference with the  
5 state's use or intended use of the easement area, it may grant a substantially equivalent  
6 nonexclusive easement to allow placement of the removed or relocated facilities across the  
7 alternate site, under such terms and conditions as the State Properties Commission shall in  
8 its discretion determine to be in the best interests of the State of Georgia, and Gwinnett  
9 County shall remove or relocate its facilities to the alternate easement area at its sole cost and  
10 expense, unless the State Properties Commission determines that the requested removal or  
11 relocation is to be for the sole benefit of the State of Georgia and approves payment by the  
12 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20  
13 percent the amount of a written estimate provided by Gwinnett County. Upon written  
14 request, the State Properties Commission, in its sole discretion, may permit the relocation of  
15 the facilities to an alternate site on state owned land so long as the removal and relocation  
16 is paid by the party or parties requesting such removal and at no cost and expense to the State  
17 of Georgia.

**SECTION 114.**

18  
19 That the easement granted to Gwinnett County shall contain such other reasonable terms,  
20 conditions, and covenants as the State Properties Commission shall deem in the best interest  
21 of the State of Georgia and that the State Properties Commission is authorized to use a more  
22 accurate description of the easement area, so long as the description utilized by the State  
23 Properties Commission describes the same easement area herein granted.

**SECTION 115.**

24  
25 That the consideration for such easement shall be \$10.00 and such further consideration and  
26 provisions as the State Properties Commission may determine to be in the best interest of the  
27 State of Georgia.

**SECTION 116.**

28  
29 That this grant of easement shall be recorded by the grantee in the Superior Court of  
30 Gwinnett County and a recorded copy shall be forwarded to the State Properties  
31 Commission.

**SECTION 117.**

That the authorization in this resolution to grant the above-described easement to Gwinnett County shall expire three years after the date that this resolution becomes effective.

**SECTION 118.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE XI****SECTION 119.**

That the State of Georgia is the owner of the hereinafter described real property in Jones County and in the custody of the Department of Natural Resources, hereinafter referred to as the "easement area," and that, in all matters relating to the easement area, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 120.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to Level 3 Communications, LLC, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of communications lines in, on, over, under, upon, across, or through the easement area for the purpose of constructing, installing, maintaining, repairing, replacing, inspecting, and operating communications lines together with the right of ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is located at Jarrell Plantation State Historic Site in Jones County, Georgia, and is more particularly described as follows:

That portion and that portion only located in Land Lot 210 of the 12th District of Jones County as shown marked in orange on a plat of survey dated October 11, 2000, prepared by David Norris Simpson, Georgia Registered Land Surveyor #1695, and on file in the offices of the State Properties Commission and may be more particularly described by a plat of survey prepared by a Georgia registered land surveyor and presented to the State Properties Commission for approval.

**SECTION 121.**

That the above-described premises shall be used solely for the purpose of planning, constructing, installing, maintaining, repairing, replacing, inspecting, and operating said communications lines.

**SECTION 122.**

1  
2 That, after Level 3 Communications, LLC has put into use the communications lines for  
3 which this easement is granted, a subsequent abandonment of the use thereof shall cause a  
4 reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
5 privileges, powers, and easement granted herein. Upon abandonment, Level 3  
6 Communications, LLC, or its successors and assigns, shall have the option of removing its  
7 facilities from the easement area or leaving the same in place, in which event the facilities  
8 shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 123.**

9  
10 That no title shall be conveyed to Level 3 Communications, LLC, and, except as herein  
11 specifically granted to Level 3 Communications, LLC, all rights, title, and interest in and to  
12 said easement area is reserved in the State of Georgia, which may make any use of said  
13 easement area not inconsistent with or detrimental to the rights, privileges, and interest  
14 granted to Level 3 Communications, LLC.

**SECTION 124.**

15  
16 That if the State of Georgia, acting by and through its State Properties Commission,  
17 determines that any or all of the facilities placed on the easement area should be removed or  
18 relocated to an alternate site on state owned land in order to avoid interference with the  
19 state's use or intended use of the easement area, it may grant a substantially equivalent  
20 nonexclusive easement to allow placement of the removed or relocated facilities across the  
21 alternate site, under such terms and conditions as the State Properties Commission shall in  
22 its discretion determine to be in the best interests of the State of Georgia, and Level 3  
23 Communications, LLC shall remove or relocate its facilities to the alternate easement area  
24 at its sole cost and expense, unless the State Properties Commission determines that the  
25 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
26 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
27 not to exceed by 20 percent the amount of a written estimate provided by Level 3  
28 Communications, LLC. Upon written request, the State Properties Commission, in its sole  
29 discretion, may permit the relocation of the facilities to an alternate site on state owned land  
30 so long as the removal and relocation is paid by the party or parties requesting such removal  
31 and at no cost and expense to the State of Georgia.

**SECTION 125.**

32  
33 That the easement granted to Level 3 Communications, LLC shall contain such other  
34 reasonable terms, conditions, and covenants as the State Properties Commission shall deem

1 in the best interest of the State of Georgia and that the State Properties Commission is  
2 authorized to use a more accurate description of the easement area, so long as the description  
3 utilized by the State Properties Commission describes the same easement area herein granted.

4 **SECTION 126.**

5 That the consideration for such easement shall be for the fair market value, but not less than  
6 \$650.00, and such further consideration and provisions as the State Properties Commission  
7 may determine to be in the best interest of the State of Georgia.

8 **SECTION 127.**

9 That this grant of easement shall be recorded by the grantee in the Superior Court of Jones  
10 County and a recorded copy shall be forwarded to the State Properties Commission.

11 **SECTION 128.**

12 That the authorization in this resolution to grant the above-described easement to Level 3  
13 Communications, LLC shall expire three years after the date that this resolution becomes  
14 effective.

15 **SECTION 129.**

16 That the State Properties Commission is authorized and empowered to do all acts and things  
17 necessary and proper to effect the grant of the easement area.

18 **ARTICLE XII**

19 **SECTION 130.**

20 That the State of Georgia is the owner of the hereinafter described real property in Laurens  
21 County and in the custody of the Department of Natural Resources, hereinafter referred to  
22 as the "easement area," and that, in all matters relating to the easement area, the State of  
23 Georgia is acting by and through its State Properties Commission.

24 **SECTION 131.**

25 That the State of Georgia, acting by and through its State Properties Commission, may grant  
26 to Altamaha EMC, or its successors and assigns, a nonexclusive easement for the  
27 construction, operation, and maintenance of electrical transmission lines in, on, over, under,  
28 upon, across, or through the easement area for the purpose of constructing, installing,  
29 maintaining, repairing, replacing, inspecting, and operating electrical transmission lines,  
30 together with the right of ingress and egress over adjacent land of the State of Georgia as

1 may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is  
2 located at the Laurens County Public Fishing Area in Laurens County, Georgia, and is more  
3 particularly described as follows:

4 That portion and that portion only as shown marked in yellow on a drawing prepared by  
5 the Department of Natural Resources and attached as Exhibit "A" of that certain Board of  
6 Natural Resources Resolution dated October 25, 2000, and on file in the offices of the State  
7 Properties Commission

8 and may be more particularly described by a plat of survey prepared by a Georgia registered  
9 land surveyor and presented to the State Properties Commission for approval.

10 **SECTION 132.**

11 That the above-described premises shall be used solely for the purpose of planning,  
12 constructing, installing, maintaining, repairing, replacing, inspecting, and operating said  
13 electrical transmission lines.

14 **SECTION 133.**

15 That, after Altamaha EMC has put into use the electrical transmission lines for which this  
16 easement is granted, a subsequent abandonment of the use thereof shall cause a reversion to  
17 the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers,  
18 and easements granted herein. Upon abandonment, Altamaha EMC, or its successors and  
19 assigns, shall have the option of removing its facilities from the easement area or leaving the  
20 same in place, in which event the facilities shall become the property of the State of Georgia,  
21 or its successors and assigns.

22 **SECTION 134.**

23 That no title shall be conveyed to Altamaha EMC, and, except as herein specifically granted  
24 to Altamaha EMC, all rights, title, and interest in and to said easement area are reserved in  
25 the State of Georgia, which may make any use of said easement area not inconsistent with  
26 or detrimental to the rights, privileges, and interest granted to Altamaha EMC.

27 **SECTION 135.**

28 That if the State of Georgia, acting by and through its State Properties Commission,  
29 determines that any or all of the facilities placed on the easement area should be removed or  
30 relocated to an alternate site on state owned land in order to avoid interference with the  
31 state's use or intended use of the easement area, it may grant a substantially equivalent  
32 nonexclusive easement to allow placement of the removed or relocated facilities across the  
33 alternate site, under such terms and conditions as the State Properties Commission shall in

1 its discretion determine to be in the best interests of the State of Georgia, and Altamaha EMC  
2 shall remove or relocate its facilities to the alternate easement area at its sole cost and  
3 expense, unless the State Properties Commission determines that the requested removal or  
4 relocation is to be for the sole benefit of the State of Georgia and approves payment by the  
5 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20  
6 percent the amount of a written estimate provided by Altamaha EMC. Upon written request,  
7 the State Properties Commission, in its sole discretion, may permit the relocation of the  
8 facilities to an alternate site on state owned land so long as the removal and relocation is paid  
9 by the party or parties requesting such removal and at no cost and expense to the State of  
10 Georgia.

11 **SECTION 136.**

12 That the easement granted to Altamaha EMC shall contain such other reasonable terms,  
13 conditions, and covenants as the State Properties Commission shall deem in the best interest  
14 of the State of Georgia and that the State Properties Commission is authorized to use a more  
15 accurate description of the easement area, so long as the description utilized by the State  
16 Properties Commission describes the same easement area herein granted.

17 **SECTION 137.**

18 That the consideration for such easement shall be \$10.00 and such further consideration and  
19 provisions as the State Properties Commission may determine to be in the best interest of the  
20 State of Georgia.

21 **SECTION 138.**

22 That this grant of easement shall be recorded by the grantee in the Superior Court of Laurens  
23 County and a recorded copy shall be forwarded to the State Properties Commission.

24 **SECTION 139.**

25 That the authorization in this resolution to grant the above-described easement to Altamaha  
26 EMC shall expire three years after the date that this resolution becomes effective.

27 **SECTION 140.**

28 That the State Properties Commission is authorized and empowered to do all acts and things  
29 necessary and proper to effect the grant of the easement area.



1 facilities from the easement area or leaving the same in place, in which event the facilities  
2 shall become the property of the State of Georgia, or its successors and assigns.

3 **SECTION 145.**

4 That no title shall be conveyed to Level 3 Communications, LLC, and, except as herein  
5 specifically granted to Level 3 Communications, LLC, all rights, title, and interest in and to  
6 said easement area are reserved in the State of Georgia, which may make any use of said  
7 easement area not inconsistent with or detrimental to the rights, privileges, and interest  
8 granted to Level 3 Communications, LLC.

9 **SECTION 146.**

10 That if the State of Georgia, acting by and through its State Properties Commission,  
11 determines that any or all of the facilities placed on the easement area should be removed or  
12 relocated to an alternate site on state owned land in order to avoid interference with the  
13 state's use or intended use of the easement area, it may grant a substantially equivalent  
14 nonexclusive easement to allow placement of the removed or relocated facilities across the  
15 alternate site, under such terms and conditions as the State Properties Commission shall in  
16 its discretion determine to be in the best interests of the State of Georgia, and Level 3  
17 Communications, LLC shall remove or relocate its facilities to the alternate easement area  
18 at its sole cost and expense, unless the State Properties Commission determines that the  
19 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
20 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
21 not to exceed by 20 percent the amount of a written estimate provided by Level 3  
22 Communications, LLC. Upon written request, the State Properties Commission, in its sole  
23 discretion, may permit the relocation of the facilities to an alternate site on state owned land  
24 so long as the removal and relocation is paid by the party or parties requesting such removal  
25 and at no cost and expense to the State of Georgia.

26 **SECTION 147.**

27 That the easement granted to Level 3 Communications, LLC shall contain such other  
28 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
29 in the best interest of the State of Georgia and that the State Properties Commission is  
30 authorized to use a more accurate description of the easement area, so long as the description  
31 utilized by the State Properties Commission describes the same easement area herein granted.

**SECTION 148.**

That the consideration for such easement shall be for the fair market value, but not less than \$650.00, and such further consideration and provisions as the State Properties Commission may determine to be in the best interest of the State of Georgia.

**SECTION 149.**

That this grant of easement shall be recorded by the grantee in the Superior Court of Madison County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 150.**

That the authorization in this resolution to grant the above-described easement to Level 3 Communications, LLC shall expire three years after the date that this resolution becomes effective.

**SECTION 151.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE XIV****SECTION 152.**

That the State of Georgia is the owner of the hereinafter described real property in Newton County and in the custody of the Georgia Forestry Commission, hereinafter referred to as the "easement area," and that, in all matters relating to the easement area, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 153.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to Snapping Shoals EMC, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of electrical transmission lines in, on, over, under, upon, across, or through the easement area for the purpose of constructing, installing, maintaining, repairing, replacing, inspecting, and operating electrical transmission lines together with the right of ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is located in Land Lot 219 of the 10th District of Newton County, Georgia, and is more particularly described as follows:

1 That portion and that portion only as shown marked in yellow on a two plats of survey  
2 marked Exhibit "A" of that certain Revocable License Agreement dated December 12,  
3 2000, and on file in the offices of the State Properties Commission  
4 and may be more particularly described on a plat of survey prepared by a Georgia registered  
5 land surveyor and presented to the State Properties Commission for approval.

6 **SECTION 154.**

7 That the above-described premises shall be used solely for the purpose of planning,  
8 constructing, installing, maintaining, repairing, replacing, inspecting, and operating said  
9 electrical transmission lines.

10 **SECTION 155.**

11 That, after Snapping Shoals EMC has put into use the electrical transmission lines for which  
12 this easement is granted, a subsequent abandonment of the use thereof shall cause a reversion  
13 to the State of Georgia, or its successors and assigns, of all the rights, title, privileges,  
14 powers, and easement granted herein. Upon abandonment, Snapping Shoals EMC, or its  
15 successors and assigns, shall have the option of removing its facilities from the easement area  
16 or leaving the same in place, in which event the facilities shall become the property of the  
17 State of Georgia, or its successors and assigns.

18 **SECTION 156.**

19 That no title shall be conveyed to Snapping Shoals EMC, and, except as herein specifically  
20 granted to Snapping Shoals EMC, all rights, title, and interest in and to said easement area  
21 are reserved in the State of Georgia, which may make any use of said easement area not  
22 inconsistent with or detrimental to the rights, privileges, and interest granted to Snapping  
23 Shoals EMC.

24 **SECTION 157.**

25 That if the State of Georgia, acting by and through its State Properties Commission,  
26 determines that any or all of the facilities placed on the easement area should be removed or  
27 relocated to an alternate site on state owned land in order to avoid interference with the  
28 state's use or intended use of the easement area, it may grant a substantially equivalent  
29 nonexclusive easement to allow placement of the removed or relocated facilities across the  
30 alternate site, under such terms and conditions as the State Properties Commission shall in  
31 its discretion determine to be in the best interests of the State of Georgia, and Snapping  
32 Shoals EMC shall remove or relocate its facilities to the alternate easement area at its sole  
33 cost and expense, unless the State Properties Commission determines that the requested

1 removal or relocation is to be for the sole benefit of the State of Georgia and approves  
2 payment by the State of Georgia of all or a portion of such actual cost and expense, not to  
3 exceed by 20 percent the amount of a written estimate provided by Snapping Shoals EMC.  
4 Upon written request, the State Properties Commission, in its sole discretion, may permit the  
5 relocation of the facilities to an alternate site on state owned land so long as the removal and  
6 relocation is paid by the party or parties requesting such removal and at no cost and expense  
7 to the State of Georgia.

8 **SECTION 158.**

9 That the easement granted to Snapping Shoals EMC shall contain such other reasonable  
10 terms, conditions, and covenants as the State Properties Commission shall deem in the best  
11 interest of the State of Georgia and that the State Properties Commission is authorized to use  
12 a more accurate description of the easement area, so long as the description utilized by the  
13 State Properties Commission describes the same easement area herein granted.

14 **SECTION 159.**

15 That the consideration for such easement shall be for the fair market value, but not less than  
16 \$650.00, and such further consideration and provisions as the State Properties Commission  
17 may determine to be in the best interest of the State of Georgia.

18 **SECTION 160.**

19 That this grant of easement shall be recorded by the grantee in the Superior Court of Newton  
20 County and a recorded copy shall be forwarded to the State Properties Commission.

21 **SECTION 161.**

22 That the authorization in this resolution to grant the above-described easement to Snapping  
23 Shoals EMC shall expire three years after the date that this resolution becomes effective.

24 **SECTION 162.**

25 That the State Properties Commission is authorized and empowered to do all acts and things  
26 necessary and proper to effect the grant of the easement area.

27 **ARTICLE XV**

28 **SECTION 163.**

29 That the State of Georgia is the owner of the hereinafter described real property in Rockdale  
30 County and in the custody of the Department of Natural Resources, hereinafter referred to

1 as the "easement area," and that, in all matters relating to the easement area, the State of  
2 Georgia is acting by and through its State Properties Commission.

3 **SECTION 164.**

4 That the State of Georgia, acting by and through its State Properties Commission, may grant  
5 to Level 3 Communications, LLC, or its successors and assigns, a nonexclusive easement  
6 for the construction, operation, and maintenance of communications lines in, on, over, under,  
7 upon, across, or through the easement area for the purpose of constructing, installing,  
8 maintaining, repairing, replacing, inspecting, and operating communications lines together  
9 with the right of ingress and egress over adjacent land of the State of Georgia as may be  
10 reasonably necessary to accomplish the aforesaid purposes. Said easement area is located  
11 in Land Lots 252, 253, and 254 of the 11th District of Rockdale County, Georgia, and is  
12 more particularly described as follows:

13 That portion and that portion only as shown marked in yellow on a two plats of survey  
14 entitled "Panola Mountain", dated October 18, 2000, prepared by David Norris Simpson,  
15 Georgia Registered Land Surveyor #1695, and on file in the offices of the State Properties  
16 Commission  
17 and may be more particularly described on a plat of survey prepared by a Georgia registered  
18 land surveyor and presented to the State Properties Commission for approval.

19 **SECTION 165.**

20 That the above-described premises shall be used solely for the purpose of planning,  
21 constructing, installing, maintaining, repairing, replacing, inspecting, and operating said  
22 communications lines.

23 **SECTION 166.**

24 That, after Level 3 Communications, LLC has put into use the communications lines for  
25 which this easement is granted, a subsequent abandonment of the use thereof shall cause a  
26 reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
27 privileges, powers, and easement granted herein. Upon abandonment, Level 3  
28 Communications, LLC, or its successors and assigns, shall have the option of removing its  
29 facilities from the easement area or leaving the same in place, in which event the facilities  
30 shall become the property of the State of Georgia, or its successors and assigns.

31 **SECTION 167.**

32 That no title shall be conveyed to Level 3 Communications, LLC, and, except as herein  
33 specifically granted to Level 3 Communications, LLC, all rights, title, and interest in and to

1 said easement area are reserved in the State of Georgia, which may make any use of said  
2 easement area not inconsistent with or detrimental to the rights, privileges, and interest  
3 granted to Level 3 Communications, LLC.

4 **SECTION 168.**

5 That if the State of Georgia, acting by and through its State Properties Commission,  
6 determines that any or all of the facilities placed on the easement area should be removed or  
7 relocated to an alternate site on state owned land in order to avoid interference with the  
8 state's use or intended use of the easement area, it may grant a substantially equivalent  
9 nonexclusive easement to allow placement of the removed or relocated facilities across the  
10 alternate site, under such terms and conditions as the State Properties Commission shall in  
11 its discretion determine to be in the best interests of the State of Georgia, and Level 3  
12 Communications, LLC shall remove or relocate its facilities to the alternate easement area  
13 at its sole cost and expense, unless the State Properties Commission determines that the  
14 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
15 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
16 not to exceed by 20 percent the amount of a written estimate provided by Level 3  
17 Communications, LLC. Upon written request, the State Properties Commission, in its sole  
18 discretion, may permit the relocation of the facilities to an alternate site on state owned land  
19 so long as the removal and relocation is paid by the party or parties requesting such removal  
20 and at no cost and expense to the State of Georgia.

21 **SECTION 169.**

22 That the easement granted to Level 3 Communications, LLC shall contain such other  
23 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
24 in the best interest of the State of Georgia and that the State Properties Commission is  
25 authorized to use a more accurate description of the easement area, so long as the description  
26 utilized by the State Properties Commission describes the same easement area herein granted.

27 **SECTION 170.**

28 That the consideration for such easement shall be for the fair market value, but not less than  
29 \$650.00, and such further consideration and provisions as the State Properties Commission  
30 may determine to be in the best interest of the State of Georgia.

**SECTION 171.**

1

2 That this grant of easement shall be recorded by the grantee in the Superior Court of  
3 Rockdale County and a recorded copy shall be forwarded to the State Properties  
4 Commission.

**SECTION 172.**

5

6 That the authorization in this resolution to grant the above-described easement to Level 3  
7 Communications, LLC shall expire three years after the date that this resolution becomes  
8 effective.

**SECTION 173.**

9

10 That the State Properties Commission is authorized and empowered to do all acts and things  
11 necessary and proper to effect the grant of the easement area.

**ARTICLE XVI**

12

**SECTION 174.**

13

14 That the State of Georgia is the owner of the hereinafter described real property in Talbot  
15 County and in the custody of the Georgia Forestry Commission, hereinafter referred to as the  
16 "easement area," and that, in all matters relating to the easement area, the State of Georgia  
17 is acting by and through its State Properties Commission.

**SECTION 175.**

18

19 That the State of Georgia, acting by and through its State Properties Commission, may grant  
20 to Public Service Telephone Company of Reynolds, Georgia, or its successors and assigns,  
21 a nonexclusive easement for the construction, operation, and maintenance of communications  
22 lines in, on, over, under, upon, across, or through the easement area for the purpose of  
23 constructing, installing, maintaining, repairing, replacing, inspecting, and operating  
24 communications lines together with the right of ingress and egress over adjacent land of the  
25 State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said  
26 easement area is located in Land Lot 203 of the 16th District of Talbot County, Georgia, and  
27 is more particularly described as follows:

28 That portion and that portion only as shown marked in yellow on a drawing prepared by  
29 Public Service Telephone Company of Reynolds, Georgia, prepared by S. Mason, and  
30 being work order #10553, and on file in the offices of the State Properties Commission  
31 and may be more particularly described on a plat of survey prepared by a Georgia registered  
32 land surveyor and presented to the State Properties Commission for approval.

**SECTION 176.**

1  
2 That the above-described premises shall be used solely for the purpose of planning,  
3 constructing, installing, maintaining, repairing, replacing, inspecting, and operating said  
4 communications lines.

**SECTION 177.**

5  
6 That, after Public Service Telephone Company of Reynolds, Georgia, has put into use the  
7 communications lines for which this easement is granted, a subsequent abandonment of the  
8 use thereof shall cause a reversion to the State of Georgia, or its successors and assigns, of  
9 all the rights, title, privileges, powers, and easement granted herein. Upon abandonment,  
10 Public Service Telephone Company of Reynolds, Georgia, or its successors and assigns, shall  
11 have the option of removing its facilities from the easement area or leaving the same in place,  
12 in which event the facilities shall become the property of the State of Georgia, or its  
13 successors and assigns.

**SECTION 178.**

14  
15 That no title shall be conveyed to Public Service Telephone Company of Reynolds, Georgia,  
16 and, except as herein specifically granted to Public Service Telephone Company of  
17 Reynolds, Georgia, all rights, title, and interest in and to said easement area is reserved in the  
18 State of Georgia, which may make any use of said easement area not inconsistent with or  
19 detrimental to the rights, privileges, and interest granted to Public Service Telephone  
20 Company of Reynolds, Georgia.

**SECTION 179.**

21  
22 That if the State of Georgia, acting by and through its State Properties Commission,  
23 determines that any or all of the facilities placed on the easement area should be removed or  
24 relocated to an alternate site on state owned land in order to avoid interference with the  
25 state's use or intended use of the easement area, it may grant a substantially equivalent  
26 nonexclusive easement to allow placement of the removed or relocated facilities across the  
27 alternate site, under such terms and conditions as the State Properties Commission shall in  
28 its discretion determine to be in the best interests of the State of Georgia, and Public Service  
29 Telephone Company of Reynolds, Georgia, shall remove or relocate its facilities to the  
30 alternate easement area at its sole cost and expense, unless the State Properties Commission  
31 determines that the requested removal or relocation is to be for the sole benefit of the State  
32 of Georgia and approves payment by the State of Georgia of all or a portion of such actual  
33 cost and expense, not to exceed by 20 percent the amount of a written estimate provided by  
34 Public Service Telephone Company of Reynolds, Georgia. Upon written request, the State

1 Properties Commission, in its sole discretion, may permit the relocation of the facilities to  
2 an alternate site on state owned land so long as the removal and relocation is paid by the  
3 party or parties requesting such removal and at no cost and expense to the State of Georgia.

4 **SECTION 180.**

5 That the easement granted to Public Service Telephone Company of Reynolds, Georgia, shall  
6 contain such other reasonable terms, conditions, and covenants as the State Properties  
7 Commission shall deem in the best interest of the State of Georgia and that the State  
8 Properties Commission is authorized to use a more accurate description of the easement area,  
9 so long as the description utilized by the State Properties Commission describes the same  
10 easement area herein granted.

11 **SECTION 181.**

12 That the consideration for such easement shall be for the fair market value, but not less than  
13 \$650.00, and such further consideration and provisions as the State Properties Commission  
14 may determine to be in the best interest of the State of Georgia.

15 **SECTION 182.**

16 That this grant of easement shall be recorded by the grantee in the Superior Court of Talbot  
17 County and a recorded copy shall be forwarded to the State Properties Commission.

18 **SECTION 183.**

19 That the authorization in this resolution to grant the above-described easement to Public  
20 Service Telephone Company of Reynolds, Georgia, shall expire three years after the date that  
21 this resolution becomes effective.

22 **SECTION 184.**

23 That the State Properties Commission is authorized and empowered to do all acts and things  
24 necessary and proper to effect the grant of the easement area.

25 **ARTICLE XVII**

26 **SECTION 185.**

27 That the State of Georgia is the owner of the hereinafter described real property in Tift  
28 County and in the custody of the Georgia Department of Defense, hereinafter referred to as  
29 the "easement area," and that, in all matters relating to the easement area, the State of  
30 Georgia is acting by and through its State Properties Commission.

**SECTION 186.**

1  
2 That the State of Georgia, acting by and through its State Properties Commission, may grant  
3 to BellSouth Telecommunications, Inc., or its successors and assigns, a nonexclusive  
4 easement for the construction, operation, and maintenance of a telecommunications cabinet  
5 in, on, over, under, upon, across, or through the easement area for the purpose of  
6 constructing, installing, maintaining, repairing, replacing, inspecting, and operating a  
7 telecommunications cabinet together with the right of ingress and egress over adjacent land  
8 of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes.  
9 Said easement area is located in Land Lot 356 of the 6th District of Tift County, Georgia, and  
10 is more particularly described as follows:

11 That portion and that portion only as shown marked in yellow on a plat of survey entitled  
12 "BellSouth Telecommunications", prepared by James R. McDougald, Georgia Registered  
13 Land Surveyor # 2702, dated December 4, 2000, and on file in the offices of the State  
14 Properties Commission  
15 and may be more particularly described on a plat of survey prepared by a Georgia registered  
16 land surveyor and presented to the State Properties Commission for approval.

**SECTION 187.**

17  
18 That the above-described premises shall be used solely for the purpose of planning,  
19 constructing, installing, maintaining, repairing, replacing, inspecting, and operating said  
20 telecommunications cabinet.

**SECTION 188.**

21  
22 That, after BellSouth Telecommunications, Inc. has put into use the telecommunications  
23 cabinet for which this easement is granted, a subsequent abandonment of the use thereof shall  
24 cause a reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
25 privileges, powers, and easement granted herein. Upon abandonment, Bellsouth  
26 Telecommunications, Inc., or its successors and assigns, shall have the option of removing  
27 its facilities from the easement area or leaving the same in place, in which event the facilities  
28 shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 189.**

29  
30 That no title shall be conveyed to BellSouth Telecommunications, Inc., and, except as herein  
31 specifically granted to BellSouth Telecommunications, Inc., all rights, title, and interest in  
32 and to said easement area are reserved in the State of Georgia, which may make any use of  
33 said easement area not inconsistent with or detrimental to the rights, privileges, and interest  
34 granted to BellSouth Telecommunications, Inc.

**SECTION 190.**

1  
2 That if the State of Georgia, acting by and through its State Properties Commission,  
3 determines that any or all of the facilities placed on the easement area should be removed or  
4 relocated to an alternate site on state owned land in order to avoid interference with the  
5 state's use or intended use of the easement area, it may grant a substantially equivalent  
6 nonexclusive easement to allow placement of the removed or relocated facilities across the  
7 alternate site, under such terms and conditions as the State Properties Commission shall in  
8 its discretion determine to be in the best interests of the State of Georgia, and BellSouth  
9 Telecommunications, Inc. shall remove or relocate its facilities to the alternate easement area  
10 at its sole cost and expense, unless the State Properties Commission determines that the  
11 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
12 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
13 not to exceed by 20 percent the amount of a written estimate provided by BellSouth  
14 Telecommunications, Inc. Upon written request, the State Properties Commission, in its sole  
15 discretion, may permit the relocation of the facilities to an alternate site on state owned land  
16 so long as the removal and relocation is paid by the party or parties requesting such removal  
17 and at no cost and expense to the State of Georgia.

**SECTION 191.**

18  
19 That the easement granted to BellSouth Telecommunications, Inc. shall contain such other  
20 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
21 in the best interest of the State of Georgia and that the State Properties Commission is  
22 authorized to use a more accurate description of the easement area, so long as the description  
23 utilized by the State Properties Commission describes the same easement area herein granted.

**SECTION 192.**

24  
25 That the consideration for such easement shall be for the fair market value, but not less than  
26 \$650.00, and such further consideration and provisions as the State Properties Commission  
27 may determine to be in the best interest of the State of Georgia.

**SECTION 193.**

28  
29 That this grant of easement shall be recorded by the grantee in the Superior Court of Tift  
30 County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 194.**

That the authorization in this resolution to grant the above-described easement to BellSouth Telecommunications, Inc. shall expire three years after the date that this resolution becomes effective.

**SECTION 195.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE XVIII****SECTION 196.**

That the State of Georgia is the owner of the hereinafter described real property in Toombs County and in the custody of the Department of Technical and Adult Education, hereinafter referred to as the "easement area," and that, in all matters relating to the easement area, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 197.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to the City of Vidalia, Toombs County, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of sanitary sewer lines in, on, over, under, upon, across, or through the easement area for the purpose of constructing, installing, maintaining, repairing, replacing, inspecting, and operating sanitary sewer lines together with the right of ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is located in the 1823 GMD of Toombs County, Georgia, and is more particularly described as follows:

That portion and that portion only as shown marked in yellow on a plat of survey prepared by Paul S. Buchele, Georgia Registered Land Surveyor #2633, dated January 27, 2000, and on file in the offices of the State Properties Commission and may be more particularly described on a plat of survey prepared by a Georgia registered land surveyor and presented to the State Properties Commission for approval.

**SECTION 198.**

That the above-described premises shall be used solely for the purpose of planning, constructing, installing, maintaining, repairing, replacing, inspecting, and operating said sanitary sewer lines.

**SECTION 199.**

1  
2 That, after the City of Vidalia, Toombs County, has put into use the sanitary sewer lines for  
3 which this easement is granted, a subsequent abandonment of the use thereof shall cause a  
4 reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
5 privileges, powers, and easement granted herein. Upon abandonment, the City of Vidalia,  
6 Toombs County, or its successors and assigns, shall have the option of removing its facilities  
7 from the easement area or leaving the same in place, in which event the facilities shall  
8 become the property of the State of Georgia, or its successors and assigns.

**SECTION 200.**

9  
10 That no title shall be conveyed to the City of Vidalia, Toombs County, and, except as herein  
11 specifically granted to the City of Vidalia, Toombs County, all rights, title, and interest in  
12 and to said easement area are reserved in the State of Georgia, which may make any use of  
13 said easement area not inconsistent with or detrimental to the rights, privileges, and interest  
14 granted to the City of Vidalia, Toombs County.

**SECTION 201.**

15  
16 That if the State of Georgia, acting by and through its State Properties Commission,  
17 determines that any or all of the facilities placed on the easement area should be removed or  
18 relocated to an alternate site on state owned land in order to avoid interference with the  
19 state's use or intended use of the easement area, it may grant a substantially equivalent  
20 nonexclusive easement to allow placement of the removed or relocated facilities across the  
21 alternate site, under such terms and conditions as the State Properties Commission shall in  
22 its discretion determine to be in the best interests of the State of Georgia, and the City of  
23 Vidalia, Toombs County, shall remove or relocate its facilities to the alternate easement area  
24 at its sole cost and expense, unless the State Properties Commission determines that the  
25 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
26 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
27 not to exceed by 20 percent the amount of a written estimate provided by the City of Vidalia,  
28 Toombs County. Upon written request, the State Properties Commission, in its sole  
29 discretion, may permit the relocation of the facilities to an alternate site on state owned land  
30 so long as the removal and relocation is paid by the party or parties requesting such removal  
31 and at no cost and expense to the State of Georgia.

**SECTION 202.**

32  
33 That the easement granted to the City of Vidalia, Toombs County, shall contain such other  
34 reasonable terms, conditions, and covenants as the State Properties Commission shall deem

1 in the best interest of the State of Georgia and that the State Properties Commission is  
2 authorized to use a more accurate description of the easement area, so long as the description  
3 utilized by the State Properties Commission describes the same easement area herein granted.

4 **SECTION 203.**

5 That the consideration for such easement shall be \$10.00 and such further consideration and  
6 provisions as the State Properties Commission may determine to be in the best interest of the  
7 State of Georgia.

8 **SECTION 204.**

9 That this grant of easement shall be recorded by the grantee in the Superior Court of Toombs  
10 County and a recorded copy shall be forwarded to the State Properties Commission.

11 **SECTION 205.**

12 That the authorization in this resolution to grant the above-described easement to the City of  
13 Vidalia, Toombs County, shall expire three years after the date that this resolution becomes  
14 effective.

15 **SECTION 206.**

16 That the State Properties Commission is authorized and empowered to do all acts and things  
17 necessary and proper to effect the grant of the easement area.

18 **ARTICLE XIX**

19 **SECTION 207.**

20 That the State of Georgia is the owner of the hereinafter described real property located in  
21 Glynn County and in the custody of the Department of Natural Resources, hereinafter  
22 referred to as the "easement area," and that, in all matters relating to the easement area, the  
23 State of Georgia is acting by and through its State Properties Commission.

24 **SECTION 208.**

25 That the State of Georgia, acting by and through its State Properties Commission, may grant  
26 to Braswell Services Group, Inc., or its successors and assigns, a nonexclusive easement for  
27 the construction, operation, and maintenance of a floating dry dock facility in, on, over,  
28 under, upon, across, or through the easement area for the purpose of constructing, erecting,  
29 installing, maintaining, repairing, replacing, inspecting, and operating a floating dry dock  
30 facility together with the right of ingress and egress over adjacent land of the State of

1 Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said  
2 easement area is located over river bottoms of the Brunswick River in Glynn County,  
3 Georgia, and is more particularly described as follows:

4 All that lot, tract or parcel of land located in the 26th G.M.D., Brunswick, Glynn County,  
5 Georgia containing 55.6 acres according to plat of survey prepared by James M. Sims,  
6 Georgia Registered Surveyor No. 2280 for Braswell Services Group, Inc., dated December  
7 28, 2000, said property being more particularly described as follows: Beginning at the point  
8 which marks the intersection of the center line of the 60 foot right-of-way of Albany Street  
9 and the center line of the 30 foot right-of-way of Main Street, a/k/a Shipyard Drive and  
10 thence proceeding South 20 degrees 56 minutes 26 seconds West for a distance of 1321.5  
11 feet to a point; thence turning and proceeding South 69 degrees 03 minutes 34 seconds East  
12 for a distance of 15 feet to a point; thence proceed South 20 degrees 56 minutes 26 seconds  
13 West for a distance of 1867.5 feet to a point; thence proceed South 86 degrees 54 minutes  
14 56 seconds East for a distance of 83.67 feet to a point; thence proceed North 80 degrees 44  
15 minutes 26 seconds East for a distance of 77.28 feet to a point; thence proceed North 85  
16 degrees 05 minutes 24 seconds East for a distance of 120.64 feet to a point; which marks  
17 the Point or Place of Beginning of the easement area herein described; thence proceed  
18 North 85 degrees 07 minutes 59 seconds East for a distance of 15.23 feet; thence proceed  
19 South 65 degrees 48 minutes 30 seconds East for a distance of 121.13 feet; thence proceed  
20 South 68 degrees 37 minutes 34 seconds East for a distance of 119.92 feet to a point;  
21 thence proceed South 68 degrees 38 minutes 32 seconds East for a distance of 120.60 feet  
22 to a point; thence proceed South 71 degrees 29 minutes 38 seconds East for a distance of  
23 119.82 feet to a point; thence proceed South 72 degrees 55 minutes 34 seconds East for a  
24 distance of 120.03 feet to a point; thence proceed South 78 degrees 36 minutes 26 seconds  
25 East for a distance of 121.13 feet to a point; thence proceed South 77 degrees 41 minutes  
26 11 seconds East for a distance of 111.25 feet to a point; thence proceed South 42 degrees  
27 56 minutes 06 seconds East for a distance of 106.68 feet to a point; thence proceed South  
28 17 degrees 03 minutes 54 seconds West for a distance of 2485.00 feet, more or less to a  
29 point on the northern side of the Brunswick River Channel, said point is hereinafter  
30 referred to a Point "A"; thence return along the lines previously described to the Point of  
31 Beginning and proceeding South 20 degrees 56 minutes 26 seconds West for a distance of  
32 2170.00 feet, more or less to a point along the northern line of the East River Channel;  
33 thence proceeding in an easterly direction along the northern boundary of the East River  
34 Channel and the Brunswick River Channel to the point previously described as Point "A";  
35 and may be more particularly described by a plat of survey prepared by a Georgia registered  
36 land surveyor and presented to the State Properties Commission for approval.

**SECTION 209.**

1  
2 That the above-described premises shall be used solely for the purpose of planning,  
3 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating  
4 said floating dry dock facility.

**SECTION 210.**

5  
6 That Braswell Services Group, Inc. shall have the right to remove or cause to be removed  
7 from said easement area only such trees and bushes as may be reasonably necessary for the  
8 proper construction, operation, and maintenance of said floating dry dock facility.

**SECTION 211.**

9  
10 That, after Braswell Services Group, Inc. has put into use the floating dry dock facility for  
11 which this easement is granted, a subsequent abandonment of the use thereof shall cause a  
12 reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
13 privileges, powers, and easement granted herein. Upon abandonment, Braswell Services  
14 Group, Inc., or its successors and assigns, shall have the option of removing its facilities from  
15 the easement area or leaving the same in place, in which event the facilities shall become the  
16 property of the State of Georgia, or its successors and assigns.

**SECTION 212.**

17  
18 That no title shall be conveyed to Braswell Services Group, Inc., and, except as herein  
19 specifically granted to Braswell Services Group, Inc., all rights, title, and interest in and to  
20 said easement area are reserved in the State of Georgia, which may make any use of said  
21 easement area not inconsistent with or detrimental to the rights, privileges, and interest  
22 granted to Braswell Services Group, Inc.

**SECTION 213.**

23  
24 That if the State of Georgia, acting by and through its State Properties Commission,  
25 determines that any or all of the facilities placed on the easement area should be removed or  
26 relocated to an alternate site on state owned land in order to avoid interference with the  
27 state's use or intended use of the easement area, it may grant a substantially equivalent  
28 nonexclusive easement to allow placement of the removed or relocated facilities across the  
29 alternate site, under such terms and conditions as the State Properties Commission shall in  
30 its discretion determine to be in the best interests of the State of Georgia, and Braswell  
31 Services Group, Inc. shall remove or relocate its facilities to the alternate easement area at  
32 its sole cost and expense, unless the State Properties Commission determines that the  
33 requested removal or relocation is to be for the sole benefit of the State of Georgia and

1 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
2 not to exceed by 20 percent the amount of a written estimate provided by Braswell Services  
3 Group, Inc. Upon written request, the State Properties Commission, in its sole discretion,  
4 may permit the relocation of the facilities to an alternate site on state owned land so long as  
5 the removal and relocation is paid by the party or parties requesting such removal and at no  
6 cost and expense to the State of Georgia.

7 **SECTION 214.**

8 That the easement granted to Braswell Services Group, Inc. shall contain such other  
9 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
10 in the best interest of the State of Georgia and that the State Properties Commission is  
11 authorized to use a more accurate description of the easement area, so long as the description  
12 utilized by the State Properties Commission describes the same easement area herein granted.

13 **SECTION 215.**

14 That the consideration for such easement shall be the fair market value, but not less than  
15 \$650.00, and such further consideration and provisions as the State Properties Commission  
16 may determine to be in the best interest of the State of Georgia.

17 **SECTION 216.**

18 That this grant of easement shall be recorded by the grantee in the Superior Court of Glynn  
19 County and a recorded copy shall be forwarded to the State Properties Commission.

20 **SECTION 217.**

21 That the authorization in this resolution to grant the above-described easement to Braswell  
22 Services Group, Inc. shall expire three years after the date that this resolution becomes  
23 effective.

24 **SECTION 218.**

25 That the State Properties Commission is authorized and empowered to do all acts and things  
26 necessary and proper to effect the grant of the easement area.

27 **ARTICLE XX**

28 **SECTION 219.**

29 That the State of Georgia is the owner of the hereinafter described real property in White  
30 County and in the custody of the Department of Natural Resources, hereinafter referred to

1 as the "easement area," and that, in all matters relating to the easement area, the State of  
2 Georgia is acting by and through its State Properties Commission.

3 **SECTION 220.**

4 That the State of Georgia, acting by and through its State Properties Commission, may grant  
5 to James F. Good and Ruth Krug Goode, or their successors and assigns, a nonexclusive  
6 easement for the construction, operation, and maintenance of ingress and egress in, on, over,  
7 under, upon, across, or through the easement area for the purpose of constructing, installing,  
8 maintaining, repairing, replacing, inspecting, and operating ingress and egress together with  
9 the right of ingress and egress over adjacent land of the State of Georgia as may be  
10 reasonably necessary to accomplish the aforesaid purposes. Said easement area is located  
11 in Land Lot 90 of the 3rd District of White County, Georgia, and is more particularly  
12 described as follows:

13 That portion and that portion only as shown marked in yellow on a plat of survey prepared  
14 by Roy A. Terrell, Georgia Registered Land Surveyor #1700, dated August 30, 1994, and  
15 on file in the offices of the State Properties Commission  
16 and may be more particularly described on a plat of survey prepared by a Georgia registered  
17 land surveyor and presented to the State Properties Commission for approval.

18 **SECTION 221.**

19 That the above-described premises shall be used solely for the purpose of planning,  
20 constructing, installing, maintaining, repairing, replacing, inspecting, and operating said  
21 ingress and egress.

22 **SECTION 222.**

23 That, after James F. Goode and Ruth Krug Goode have put into use the ingress and egress  
24 for which this easement is granted, a subsequent abandonment of the use thereof shall cause  
25 a reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
26 privileges, powers, and easement granted herein. Upon abandonment, James F. Goode and  
27 Ruth Krug Goode, or their successors and assigns, shall have the option of removing their  
28 facilities from the easement area or leaving the same in place, in which event the facilities  
29 shall become the property of the State of Georgia, or its successors and assigns.

30 **SECTION 223.**

31 That no title shall be conveyed to James F. Goode and Ruth Krug Goode, and, except as  
32 herein specifically granted to James F. Goode and Ruth Krug Goode, all rights, title, and  
33 interest in and to said easement area are reserved in the State of Georgia, which may make

1 any use of said easement area not inconsistent with or detrimental to the rights, privileges,  
2 and interest granted to James F. Goode and Ruth Krug Goode.

3 **SECTION 224.**

4 That if the State of Georgia, acting by and through its State Properties Commission,  
5 determines that any or all of the facilities placed on the easement area should be removed or  
6 relocated to an alternate site on state owned land in order to avoid interference with the  
7 state's use or intended use of the easement area, it may grant a substantially equivalent  
8 nonexclusive easement to allow placement of the removed or relocated facilities across the  
9 alternate site, under such terms and conditions as the State Properties Commission shall in  
10 its discretion determine to be in the best interests of the State of Georgia, and James F.  
11 Goode and Ruth Krug Goode shall remove or relocate their facilities to the alternate  
12 easement area at their sole cost and expense, unless the State Properties Commission  
13 determines that the requested removal or relocation is to be for the sole benefit of the State  
14 of Georgia and approves payment by the State of Georgia of all or a portion of such actual  
15 cost and expense, not to exceed by 20 percent the amount of a written estimate provided by  
16 James F. Goode and Ruth Krug Goode. Upon written request, the State Properties  
17 Commission, in its sole discretion, may permit the relocation of the facilities to an alternate  
18 site on state owned land so long as the removal and relocation is paid by the party or parties  
19 requesting such removal and at no cost and expense to the State of Georgia.

20 **SECTION 225.**

21 That the easement granted to James F. Goode and Ruth Krug Goode shall contain such other  
22 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
23 in the best interest of the State of Georgia and that the State Properties Commission is  
24 authorized to use a more accurate description of the easement area, so long as the description  
25 utilized by the State Properties Commission describes the same easement area herein granted.

26 **SECTION 226.**

27 That the consideration for such easement shall be \$1,000.00 and such further consideration  
28 and provisions as the State Properties Commission may determine to be in the best interest  
29 of the State of Georgia.

30 **SECTION 227.**

31 That this grant of easement shall be recorded by the grantee in the Superior Court of White  
32 County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 228.**

1  
2 That the authorization in this resolution to grant the above-described easement to James F.  
3 Goode and Ruth Krug Goode shall expire three years after the date that this resolution  
4 becomes effective.

**SECTION 229.**

5  
6 That the State Properties Commission is authorized and empowered to do all acts and things  
7 necessary and proper to effect the grant of the easement area.

**ARTICLE XXI**

**SECTION 230.**

8  
9  
10 That all laws and parts of laws in conflict with this resolution are repealed.