

Senate Resolution 249

By: Senators Grant of the 25th, Harp of the 29th, Harbison of the 15th, Goggans of the 7th, Smith of the 52nd and others

A RESOLUTION

1 Authorizing the granting of nonexclusive easements for operation and maintenance of
2 facilities, utilities, and ingress and egress, in, on, over, under, upon, across, or through
3 property owned by the State of Georgia in Cobb, Floyd, Gwinnett, Muscogee, Paulding, and
4 Ware counties, Georgia; to repeal conflicting laws; and for other purposes.

5 WHEREAS, the State of Georgia is the owner of certain real property located in Cobb,
6 Floyd, Gwinnett, Muscogee, Paulding, and Ware counties, Georgia; and

7 WHEREAS, the City of Kennesaw, Atlanta Northern Traction Company LLC, Georgia
8 Power, Gwinnett County, Columbus Consolidated Government, the Public Service
9 Telephone Company, and Jones Company LTD desire to operate and maintain facilities,
10 utilities, and ingress and egress in, on, over, under, upon, across, or through a portion of said
11 property; and

12 WHEREAS, these facilities, utilities, and ingress and egress in, on, over, under, upon, across,
13 or through the above-described state property have been requested, approved, or both by the
14 State Properties Commission, Department of Human Resources, Department of Technical
15 and Adult Education, the Georgia Bureau of Investigation, the Department of Driver
16 Services, and the Department of Natural Resources.

17 NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE GENERAL
18 ASSEMBLY OF GEORGIA:

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ARTICLE I

21

SECTION 1.

22 That the State of Georgia is the owner of the hereinafter described real property in Cobb
23 County, and the property is in the custody of the State Properties Commission, hereinafter

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

3 **SECTION 2.**

4 That the State of Georgia, acting by and through its State Properties Commission, may grant
5 to the City of Kennesaw, or its successors and assigns, a nonexclusive easement for the
6 operation and maintenance of a pedestrian underpass in, on, over, under, upon, across, or
7 through the easement area for the purpose of maintaining, repairing, replacing, inspecting,
8 and operating a pedestrian underpass together with the right of ingress and egress over
9 adjacent land of the State of Georgia as may be reasonably necessary to accomplish the
10 aforesaid purposes. Said easement area is located in the City of Kennesaw, Cobb County,
11 Georgia, and is more particularly described as follows:

12 "That portion and that portion only as shown in yellow on engineering plans dated March
13 22, 2006, prepared by R. Scott Caples, URS Corporation and on file in the offices of the
14 State Properties 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.

17 **SECTION 3.**

18 That the above-described premises shall be used solely for the purpose of installing,
19 maintaining, repairing, replacing, inspecting, and operating said pedestrian underpass.

20 **SECTION 4.**

21 That the City of Kennesaw 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 operation and maintenance of said pedestrian underpass.

24 **SECTION 5.**

25 That, after the City of Kennesaw has put into use the pedestrian underpass 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, the City of Kennesaw, 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 pedestrian underpass shall become the property of the
31 State of Georgia, or its successors and assigns.

SECTION 6.

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2 That no title shall be conveyed to the City of Kennesaw and, except as herein specifically
3 granted to the City of Kennesaw, all rights, title, and interest in and to said easement area is
4 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 the City of
6 Kennesaw.

SECTION 7.

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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 the City of
15 Kennesaw 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 the City of Kennesaw. 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 8.

24

25 That this resolution does not affect and is not intended to affect any rights, powers, interest,
26 or liability of the Department of Transportation with respect to the state highway system, a
27 county with respect to the county road system, or a municipality with respect to the city street
28 system. Grantee shall obtain any and all other required permits from the appropriate
29 governmental agencies as are necessary for its lawful use of the easement area or public
30 highway right of way and comply with all applicable state and federal environmental statutes
31 in its use of the easement area.

SECTION 9.

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33 That the easement granted to the City of Kennesaw shall contain such other reasonable terms,
34 conditions, and covenants as the State Properties Commission shall deem in the best interest

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

4 **SECTION 10.**

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 11.**

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

11 **SECTION 12.**

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

14 **SECTION 13.**

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

17 **ARTICLE II**

18 **SECTION 14.**

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

23 **SECTION 15.**

24 That the State of Georgia, acting by and through its State Properties Commission, may grant
25 to Atlanta Northern Traction Company LLC, or their successors and assigns, a nonexclusive
26 easement for the operation and maintenance of a pedestrian overhead bridge in, on, over,
27 under, upon, across, or through the easement area for the purpose of maintaining, repairing,
28 replacing, inspecting, and operating a pedestrian overhead bridge together with the right of
29 ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary

1 to accomplish the aforesaid purposes. Said easement area is located in Cobb County,
2 Georgia, and is more particularly described as follows:

3 "That portion and that portion only as shown in yellow on a registered professional
4 engineers drawing dated March 2, 2006, prepared by Lewis Carl Carver, #25434 and on
5 file in the offices of the State Properties Commission,"

6 and may be more particularly described by a plat of survey prepared by a Georgia Registered
7 Land Surveyor and presented to the State Properties Commission for approval.

8 **SECTION 16.**

9 That the above-described premises shall be used solely for the purpose of installing,
10 maintaining, repairing, replacing, inspecting, and operating said pedestrian overhead bridge.

11 **SECTION 17.**

12 That Atlanta Northern Traction Company LLC shall have the right to remove or cause to be
13 removed from said easement area only such trees and bushes as may be reasonably necessary
14 for the proper operation and maintenance of said pedestrian overhead bridge.

15 **SECTION 18.**

16 That, after Atlanta Northern Traction Company LLC has put into use the pedestrian overhead
17 bridge for which this easement is granted, a subsequent abandonment of the use thereof shall
18 cause a reversion to the State of Georgia, or its successors and assigns, of all the rights, title,
19 privileges, powers, and easement granted herein. Upon abandonment, Atlanta Northern
20 Traction Company LLC, or its successors and assigns, shall have the option of removing
21 their facilities from the easement area or leaving the same in place, in which event the
22 pedestrian overhead bridge shall become the property of the State of Georgia, or its
23 successors and assigns.

24 **SECTION 19.**

25 That no title shall be conveyed to Atlanta Northern Traction Company LLC and, except as
26 herein specifically granted to Atlanta Northern Traction Company LLC, all rights, title, and
27 interest in and to said easement area is reserved in the State of Georgia, which may make any
28 use of said easement area not inconsistent with or detrimental to the rights, privileges, and
29 interest granted to Atlanta Northern Traction Company LLC.

30 **SECTION 20.**

31 That if the State of Georgia, acting by and through its State Properties Commission,
32 determines that any or all of the facilities placed on the easement area should be removed or

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

15 **SECTION 21.**

16 That this resolution does not affect and is not intended to affect any rights, powers, interest,
17 or liability of the Department of Transportation with respect to the state highway system, a
18 county with respect to the county road system, or a municipality with respect to the city street
19 system. Grantee shall obtain any and all other required permits from the appropriate
20 governmental agencies as are necessary for its lawful use of the easement area or public
21 highway right of way and comply with all applicable state and federal environmental statutes
22 in its use of the easement area.

23 **SECTION 22.**

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

29 **SECTION 23.**

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

SECTION 24.

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

SECTION 25.

That the authorization in this resolution to grant the above-described easement to Atlanta Northern Traction Company LLC shall expire three years after the date that this resolution becomes effective.

SECTION 26.

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 27.**

That the State of Georgia is the owner of the hereinafter described real property in Floyd County, and the property is in the custody of the Department of Human 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 28.

That the State of Georgia, acting by and through its State Properties Commission, may grant to Georgia Power Company, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of an electrical distribution line in, on, over, under, upon, across, or through the easement area for the purpose of constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating an electrical distribution line 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 City of Rome, Floyd County, Georgia, and is more particularly described as follows:

"That portion and that portion only as shown marked in yellow on a drawing prepared by Horne Associates Land Surveyors dated June 22, 2006, prepared by Arthur Lynch 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 29.

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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 electrical distribution line.

SECTION 30.

5
6 That Georgia Power Company shall have the right to remove or cause to be removed from
7 said easement area only such trees and bushes as may be reasonably necessary for the proper
8 construction, operation, and maintenance of said electrical distribution line.

SECTION 31.

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

SECTION 32.

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

SECTION 33.

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 Georgia Power
31 Company shall remove or relocate its facilities to the alternate easement area at its sole cost
32 and expense, unless the State Properties Commission determines that the requested removal
33 or relocation is to be for the sole benefit of the State of Georgia and approves payment by the

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

7 **SECTION 34.**

8 That this resolution does not affect and is not intended to affect any rights, powers, interest,
9 or liability of the Department of Transportation with respect to the state highway system, a
10 county with respect to the county road system, or a municipality with respect to the city street
11 system. Grantee shall obtain any and all other required permits from the appropriate
12 governmental agencies as are necessary for its lawful use of the easement area or public
13 highway right of way and comply with all applicable state and federal environmental statutes
14 in its use of the easement area.

15 **SECTION 35.**

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

21 **SECTION 36.**

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

25 **SECTION 37.**

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

28 **SECTION 38.**

29 That the authorization in this resolution to grant the above-described easement to Georgia
30 Power Company shall expire three years after the date that this resolution becomes effective.

SECTION 39.

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 IV**SECTION 40.**

That the State of Georgia is the owner of the hereinafter described real property in Gwinnett County, and the property is 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 41.

That the State of Georgia, acting by and through its State Properties Commission, may grant to Gwinnett County, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of a traffic signal on, over, under, upon, across, or through the easement area for the purpose of constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating a traffic signal 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 Gwinnett County, Georgia, and is more particularly described as follows:

"Those portions and those portions only as shown in yellow on a Wolverton & Associates right of way plan dated April 18, 2006, 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 42.

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

SECTION 43.

That Gwinnett County 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 traffic signal.

SECTION 44.

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

SECTION 45.

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

SECTION 46.

14
15 That this resolution does not affect and is not intended to affect any rights, powers, interest,
16 or liability of the Department of Transportation with respect to the state highway system, a
17 county with respect to the county road system, or a municipality with respect to the city street
18 system. Grantee shall obtain any and all other required permits from the appropriate
19 governmental agencies as are necessary for its lawful use of the easement area or public
20 highway right of way and comply with all applicable state and federal environmental statutes
21 in its use of the easement area

SECTION 47.

22
23 That if the State of Georgia, acting by and through its State Properties Commission,
24 determines that any or all of the facilities placed on the easement area should be removed or
25 relocated to an alternate site on state owned land in order to avoid interference with the
26 state's use or intended use of the easement area, it may grant a substantially equivalent
27 nonexclusive easement to allow placement of the removed or relocated facilities across the
28 alternate site, under such terms and conditions as the State Properties Commission shall in
29 its discretion determine to be in the best interests of the State of Georgia, and Gwinnett
30 County shall remove or relocate its facilities to the alternate easement area at its sole cost and
31 expense, unless the State Properties Commission determines that the requested removal or
32 relocation is to be for the sole benefit of the State of Georgia and approves payment by the
33 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20
34 percent the amount of a written estimate provided by Gwinnett 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 48.**

6 That the easement granted to Gwinnett 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 area, so long as the description utilized by the State
10 Properties Commission describes the same easement area herein granted.

11 **SECTION 49.**

12 That the consideration for such easement 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 50.**

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

19 **SECTION 51.**

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

22 **SECTION 52.**

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 V**

26 **SECTION 53.**

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

SECTION 54.

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2 That the State of Georgia, acting by and through its State Properties Commission, may grant
3 to the Columbus Consolidated Government, or its successors and assigns, a nonexclusive
4 easement for the construction, operation, and maintenance of sanitary and storm sewer lines
5 in, on, over, under, upon, across, or through the easement area for the purpose of
6 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating
7 sanitary and storm sewer lines 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 59, 9th district of Columbus, Muscogee County,
10 Georgia, and is more particularly described as follows:

11 "That portion and that portion only as shown in yellow on a plat of survey dated October
12 28, 2005, prepared by A.B. Moon Jr., Georgia Reg. No. 782, and on file in the offices of
13 the State Properties Commission,"

14 and may be more particularly described by a plats of survey prepared by a Georgia
15 Registered Land Surveyor and presented to the State Properties Commission for approval.

SECTION 55.

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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 sanitary and storm sewer lines.

SECTION 56.

21
22 That the Columbus Consolidated Government shall have the right to remove or cause to be
23 removed from said easement area only such trees and bushes as may be reasonably necessary
24 for the proper construction, operation, and maintenance of said sanitary and storm sewer
25 lines.

SECTION 57.

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

SECTION 58.

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

SECTION 59.

7

8 That this resolution does not affect and is not intended to affect any rights, powers, interest,
9 or liability of the Department of Transportation with respect to the state highway system, a
10 county with respect to the county road system, or a municipality with respect to the city street
11 system. Grantee shall obtain any and all other required permits from the appropriate
12 governmental agencies as are necessary for its lawful use of the easement area or public
13 highway right of way and comply with all applicable state and federal environmental statutes
14 in its use of the easement area.

SECTION 60.

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 Columbus
23 Consolidated Government 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 Columbus
28 Consolidated Government. Upon written request, the State Properties Commission, in its
29 sole discretion, may permit the relocation of the facilities to an alternate site on state owned
30 land so long as the removal and relocation is paid by the party or parties requesting such
31 removal and at no cost and expense to the State of Georgia.

SECTION 61.

32

33 That the easement granted to the Columbus Consolidated Government shall contain such
34 other reasonable terms, conditions, and covenants as the State Properties Commission shall

1 deem 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 62.**

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

8 **SECTION 63.**

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

12 **SECTION 64.**

13 That the authorization in this resolution to grant the above-described easement to the
14 Columbus Consolidated Government shall expire three years after the date that this
15 resolution becomes effective.

16 **SECTION 65**

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

19 **ARTICLE VI**

20 **SECTION 66.**

21 That the State of Georgia is the owner of the hereinafter described real property in Muscogee
22 County, and the property is in the custody of the Georgia Bureau of Investigation and the
23 Department of Driver Services, hereinafter referred to as the "easement area" and that, in all
24 matters relating to the easement area, the State of Georgia is acting by and through its State
25 Properties Commission.

26 **SECTION 67.**

27 That the State of Georgia, acting by and through its State Properties Commission, may grant
28 to the Public Service Telephone Company, or its successors and assigns, a nonexclusive
29 easement for the construction, operation, and maintenance of a telephone line in, on, over,
30 under, upon, across, or through the easement area for the purpose of constructing, erecting,

1 installing, maintaining, repairing, replacing, inspecting, and operating telephone lines
2 together with the right of ingress and egress over adjacent land of the State of Georgia as
3 may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is
4 located in land lot 100 of the 10th district of Columbus, Muscogee County, Georgia, and is
5 more particularly described as follows:

6 "That portion and that portion only as shown highlighted in yellow on a plat of survey
7 dated February 18, 2003, prepared by Ronald J. Heald Jr., Georgia, Reg., No. 2732, and
8 all being on file in the offices of the State Properties Commission,"
9 and may be more particularly described by a plat of survey prepared by a Georgia Registered
10 Land Surveyor and presented to the State Properties Commission for approval.

11 **SECTION 68.**

12 That the above-described premises shall be used solely for the purpose of planning,
13 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating
14 said telephone line.

15 **SECTION 69.**

16 That the Public Service Telephone Company shall have the right to remove or cause to be
17 removed from said easement area only such trees and bushes as may be reasonably necessary
18 for the proper construction, operation, and maintenance of said telephone lines.

19 **SECTION 70.**

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

27 **SECTION 71.**

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

SECTION 72.

1
2 That this resolution does not affect and is not intended to affect any rights, powers, interest,
3 or liability of the Department of Transportation with respect to the state highway system, a
4 county with respect to the county road system, or a municipality with respect to the city street
5 system. Grantee shall obtain any and all other required permits from the appropriate
6 governmental agencies as are necessary for its lawful use of the easement area or public
7 highway right of way and comply with all applicable state and federal environmental statutes
8 in its use of the easement area.

SECTION 73.

9
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 the Public
17 Service Telephone Company shall remove or relocate its facilities to the alternate easement
18 area 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 the Public Service
22 Telephone Company. 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.

SECTION 74.

26
27 That the easement granted to the Public Service Telephone Company 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 75.

That the consideration for such easement shall be \$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 76.

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

SECTION 77.

That the authorization in this resolution to grant the above-described easement to the Public Service Telephone Company shall expire three years after the date that this resolution becomes effective.

SECTION 78.

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 79.**

That the State of Georgia is the owner of the hereinafter described real property in Paulding County, and the property is 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 80.

That the State of Georgia, acting by and through its State Properties Commission, may grant to Jones Company LTD, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of ingress and egress in, on, over, under, upon, across, or through the easement area for the purpose of constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating ingress and egress 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 lots 317, 332, 333, 334, and 387 of the 18th district, 3rd section of Paulding County, Georgia, and is more particularly described as follows:

1 "That portion and that portion only as shown in yellow on a plat of survey prepared by
2 Donald Earl Long, No.2039, dated August 7, 2006, and on file in the offices of the State
3 Properties Commission,"
4 and may be more particularly described by a plat of survey prepared by a Georgia Registered
5 Land Surveyor and presented to the State Properties Commission for approval.

6 **SECTION 81.**

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

10 **SECTION 82.**

11 That Jones Company LTD shall have the right to remove or cause to be removed from said
12 easement area only such trees and bushes as may be reasonably necessary for the proper
13 construction, operation, and maintenance of said ingress and egress.

14 **SECTION 83.**

15 That, after Jones Company LTD has put into use the ingress and egress 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 easement granted herein. Upon abandonment, Jones Company LTD, or its successors
19 and assigns, shall have the option of removing its facilities from the easement area or leaving
20 the same in place, in which event the facility shall become the property of the State of
21 Georgia, or its successors and assigns.

22 **SECTION 84.**

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

28 **SECTION 85.**

29 That this resolution does not affect and is not intended to affect any rights, powers, interest,
30 or liability of the Department of Transportation with respect to the state highway system, a
31 county with respect to the county road system, or a municipality with respect to the city street
32 system. Grantee shall obtain any and all other required permits from the appropriate

1 governmental agencies as are necessary for its lawful use of the easement area or public
2 highway right of way and comply with all applicable state and federal environmental statutes
3 in its use of the easement area.

4 **SECTION 86.**

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 Jones Company
12 LTD shall remove or relocate its facilities to the alternate easement area at its sole cost and
13 expense, unless the State Properties Commission determines that the requested removal or
14 relocation is to be for the sole benefit of the State of Georgia and approves payment by the
15 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20
16 percent the amount of a written estimate provided by Jones Company LTD. Upon written
17 request, the State Properties Commission, in its sole discretion, may permit the relocation of
18 the facilities to an alternate site on state owned land so long as the removal and relocation
19 is paid by the party or parties requesting such removal and at no cost and expense to the State
20 of Georgia.

21 **SECTION 87.**

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

27 **SECTION 88.**

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

31 **SECTION 89.**

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

SECTION 90.

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

SECTION 91.

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 VIII**SECTION 92.**

That the State of Georgia is the owner of the hereinafter described real property in Ware County, and the property is in the custody of the Department of Human 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 93.

That the State of Georgia, acting by and through its State Properties Commission, may grant to Georgia Power Company, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of an underground electrical line in, on, over, under, upon, across, or through the easement area for the purpose of constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating an underground electrical line 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 210 of the 8th district, Ware County, Georgia, and is more particularly described as follows:

"That portion and that portion only as shown in yellow on a plat of survey, prepared by Harry A. Strickland, No. 2409, dated October 2, 2006, 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 94.

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

SECTION 95.

1
2 That Georgia Power Company shall have the right to remove or cause to be removed from
3 said easement area only such trees and bushes as may be reasonably necessary for the proper
4 construction, operation, and maintenance of said underground electrical line.

SECTION 96.

5
6 That, after Georgia Power Company has put into use the underground electrical line 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, Georgia Power
10 Company, or its successors and assigns, shall have the option of removing its facilities from
11 the easement area or leaving the same in place, in which event the facility shall become the
12 property of the State of Georgia, or its successors and assigns.

SECTION 97.

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

SECTION 98.

19
20 That this resolution does not affect and is not intended to affect any rights, powers, interest,
21 or liability of the Department of Transportation with respect to the state highway system, a
22 county with respect to the county road system, or a municipality with respect to the city street
23 system. Grantee shall obtain any and all other required permits from the appropriate
24 governmental agencies as are necessary for its lawful use of the easement area or public
25 highway right of way and comply with all applicable state and federal environmental statutes
26 in its use of the easement area.

SECTION 99.

27
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 Georgia Power
2 Company shall remove or relocate its facilities to the alternate easement area at its sole cost
3 and expense, unless the State Properties Commission determines that the requested removal
4 or 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 Georgia Power Company. Upon
7 written request, the State Properties Commission, in its sole discretion, may permit the
8 relocation of the facilities to an alternate site on state owned land so long as the removal and
9 relocation is paid by the party or parties requesting such removal and at no cost and expense
10 to the State of Georgia.

11 **SECTION 100.**

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

17 **SECTION 101.**

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 102.**

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

24 **SECTION 103.**

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

27 **SECTION 104.**

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

ARTICLE IX

2

SECTION 105.

3 All laws and parts of laws in conflict with this resolution are repealed.