

## House Resolution 1425 (AS PASSED HOUSE AND SENATE)

By: Representatives Barnard of the 166<sup>th</sup>, Lord of the 142<sup>nd</sup>, Buckner of the 130<sup>th</sup>, and Floyd of the 147<sup>th</sup>

## 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 Bartow, Dawson, Elbert, Hart, McDuffie, Jenkins,  
4 Wilkes, Fulton, Houston, Muscogee, Towns, and Washington counties, Georgia; to repeal  
5 conflicting laws; and for other purposes.

6 WHEREAS, the State of Georgia is the owner of certain real property located in Bartow,  
7 Dawson, Elbert, Hart, Jenkins, McDuffie, Wilkes, Fulton, Houston, Muscogee, Towns, and  
8 Washington counties, Georgia; and

9 WHEREAS, the Georgia Department of Transportation, Etowah Water and Sewer, Elba  
10 Express Company LLC, Southern Conservation Trust, Flint Electric Membership  
11 Corporation, Public Service Telephone Company, Towns County Water and Sewer  
12 Authority, and the City of Sandersville desire to operate and maintain facilities, utilities, and  
13 ingress and egress in, on, over, under, upon, across, or through a portion of said property; and

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

19 NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE GENERAL  
20 ASSEMBLY OF GEORGIA:



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

3 **SECTION 6.**

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

9 **SECTION 7.**

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 Georgia  
17 Department of Transportation 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 Georgia  
22 Department of Transportation. Upon written request, the State Properties Commission, in  
23 its sole discretion, may permit the relocation of the facilities to an alternate site on state  
24 owned land so long as the removal and relocation is paid by the party or parties requesting  
25 such removal and at no cost and expense to the State of Georgia.

26 **SECTION 8.**

27 That the easement granted to the Georgia Department of Transportation shall contain such  
28 other reasonable terms, conditions, and covenants as the State Properties Commission shall  
29 deem 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 9.**

That the consideration for such easement shall be \$10.00, 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 10.**

That this grant of easement shall be recorded by the grantee in the Superior Court of Bartow 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 the Georgia Department of Transportation 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 in Dawson County, and the property is in the custody of the State 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 14.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to the Etowah Water and Sewer Authority, or its successors and assigns, a nonexclusive easement for the operation and maintenance of a water main in, on, over, under, upon, across, or through the easement area for the purpose of maintaining, repairing, replacing, inspecting and operating a water main 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 Dawson County, Georgia, and is more particularly described as follows:

1 "That portion and that portion only as shown in yellow on engineering plans dated  
2 August 2006, prepared by Infratec Consultants, Inc., and on file in the offices of the  
3 State 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 15.**

7 That the above-described premises shall be used solely for the purpose of installing,  
8 maintaining, repairing, replacing, inspecting, and operating said water main.

9 **SECTION 16.**

10 That the Etowah Water and Sewer Authority shall have the right to remove or cause to be  
11 removed from said easement area only such trees and bushes as may be reasonably necessary  
12 for the proper operation, and maintenance of said water main.

13 **SECTION 17.**

14 That, after the Etowah Water and Sewer Authority has put into use the water main for which  
15 this easement is granted, a subsequent abandonment of the use thereof shall cause a reversion  
16 to the State of Georgia, or its successors and assigns, of all the rights, title, privileges,  
17 powers, and easement granted herein. Upon abandonment, the Etowah Water and Sewer  
18 Authority, or its successors and assigns, shall have the option of removing their facilities  
19 from the easement area or leaving the same in place, in which event the water main shall  
20 become the property of the State of Georgia, or its successors and assigns.

21 **SECTION 18.**

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

27 **SECTION 19.**

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

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

#### 12 **SECTION 20.**

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

#### 20 **SECTION 21.**

21 That the easement granted to the Etowah Water and Sewer Authority 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 22.**

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 23.**

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

**SECTION 24.**

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

**SECTION 25.**

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 26.**

That the State of Georgia is the owner of the hereinafter described real property in Elbert, Hart, Jenkins, McDuffie, and Wilkes counties, 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 27.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to Elba Express Company LLC, or their successors and assigns, a nonexclusive easement for the operation and maintenance of a pipeline in, on, over, under, upon, across, or through the easement area for the purpose of installing, maintaining, repairing, replacing, inspecting, and operating a pipeline 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 Elbert, Hart, Jenkins, McDuffie, and Wilkes counties, Georgia, and is more particularly described as follows:

"That portion and that portion only as shown marked in yellow on five (5) surveys prepared by Randy Stephens a Georgia registered land surveyor dated January 30, 2008, and on file in the offices of the State Properties Commission. Said surveys span the 167th, 191st, 1114, 174th, 274th, 1635th G.M. Districts of Elbert, Wilkes, Hart, Wilkes, McDuffie, and Jenkins counties, Georgia respectively,"

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 28.**

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

**SECTION 29.**

That Elba Express Company LLC 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 operation and maintenance of said a pipeline.

**SECTION 30.**

That, after Elba Express Company LLC has put into use the pipeline 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, Elba Express Company LLC, or its successors and assigns, shall have the option of removing their facilities from the easement area or leaving the same in place, in which event the pipeline shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 31.**

That no title shall be conveyed to Elba Express Company LLC and, except as herein specifically granted to Elba Express Company LLC, all rights, title, and interest in and to said easement area is 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 Elba Express Company LLC.

**SECTION 32.**

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 Elba Express Company LLC 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

1 exceed by 20 percent the amount of a written estimate provided by Elba Express Company  
2 LLC. Upon written request, the State Properties Commission, in its sole discretion, may  
3 permit the relocation of the facilities to an alternate site on state owned land so long as the  
4 removal and relocation is paid by the party or parties requesting such removal and at no cost  
5 and expense to the State of Georgia.

### 6 **SECTION 33.**

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

### 14 **SECTION 34.**

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

### 20 **SECTION 35.**

21 That the consideration for such easement shall be for the fair market value, but not less than  
22 \$650.00 and such further consideration and provisions as the State Properties Commission  
23 may determine to be in the best interest of the State of Georgia.

### 24 **SECTION 36.**

25 That this grant of easement shall be recorded by the grantee in the Superior Courts of Elbert,  
26 Hart, Jenkins, McDuffie, and Wilkes counties and a recorded copy shall be forwarded to the  
27 State Properties Commission.

### 28 **SECTION 37.**

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

**SECTION 38.**

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 39.**

That the State of Georgia is the owner of the hereinafter described real property in Fulton County, and the property is in the custody of the Department of Corrections 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 40.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to Southern Conservation Trust, or its successors and assigns, a conservation easement for the protection of wetland habitat and water quality in the Deep Creek watershed of the Upper Chattahoochee River basin and retaining and protecting the natural, scenic, or open space values of real property 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 Fulton County, Georgia, and is more particularly described as follows:

"That portion and that portion only as shown marked in yellow on a plot of survey, prepared by Barbara L. Herring, Georgia registered land surveyor #2785 and dated November 16, 2002, and revised December 7, 2005, 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 41.**

That the above-described premises shall not be open to the general public and shall be used solely for the purpose of protecting wetland habitat and water quality and retaining and protecting the natural, scenic, or open space values of the easement area.

**SECTION 42.**

That no title shall be conveyed to Southern Conservation Trust, and, except as herein specifically granted to Southern Conservation Trust, all rights, title, and interest in and to said easement area is 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 Southern Conservation Trust.

3 **SECTION 43.**

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

11 **SECTION 44.**

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

17 **SECTION 45.**

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 46.**

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

24 **SECTION 47.**

25 That the authorization in this resolution to grant the above-described easement to Southern  
26 Conservation Trust shall expire five years after the date that this resolution becomes  
27 effective.

28 **SECTION 48.**

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



1 privileges, powers, and easement granted herein. Upon abandonment, Flint Electric  
2 Membership Corporation, or its successors and assigns, shall have the option of removing  
3 its facilities from the easement area or leaving the same in place, in which event the facility  
4 shall become the property of the State of Georgia, or its successors and assigns.

#### 5 **SECTION 54.**

6 That no title shall be conveyed to Flint Electric Membership Corporation and, except as  
7 herein specifically granted to Flint Electric Membership Corporation, all rights, title, and  
8 interest in and to said easement area is reserved in the State of Georgia, which may make any  
9 use of said easement area not inconsistent with or detrimental to the rights, privileges, and  
10 interest granted to Flint Electric Membership Corporation.

#### 11 **SECTION 55.**

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

#### 19 **SECTION 56.**

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 Flint Electric  
27 Membership Corporation shall remove or relocate its facilities to the alternate easement area  
28 at 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 Flint Electric  
32 Membership Corporation. 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 57.**

4 That the easement granted to Flint Electric Membership Corporation 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 58.**

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 59.**

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

16 **SECTION 60.**

17 That the authorization in this resolution to grant the above-described easement to Flint  
18 Electric Membership Corporation shall expire three years after the date that this resolution  
19 becomes effective.

20 **SECTION 61.**

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 VI**

24 **SECTION 62.**

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

**SECTION 63.**

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

10 "Those portions and those portions only as shown in yellow on a Donaldson, Garrett,  
11 and Associates Inc. survey dated March 15, 2006, prepared by Philip Brown and on  
12 file in the offices of the State Properties Commission,"

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

**SECTION 64.**

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 telephone lines.

**SECTION 65.**

19  
20 That the Public Service Telephone Company shall have the right to remove or cause to be  
21 removed from said easement area only such trees and bushes as may be reasonably necessary  
22 for the proper construction, operation, and maintenance of said telephone lines.

**SECTION 66.**

23  
24 That, after the Public Service Telephone Company has put into use the telephone 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, the Public Service  
28 Telephone Company, 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 facility  
30 shall become the property of the State of Georgia, or its successors and assigns.

**SECTION 67.**

31  
32 That no title shall be conveyed to the Public Service Telephone Company, and, except as  
33 herein specifically granted to the Public Service Telephone Company, all rights, title and

1 interest in and to said easement area is reserved in the State of Georgia, which may make any  
2 use of said easement area not inconsistent with or detrimental to the rights, privileges, and  
3 interest granted to the Public Service Telephone Company.

4 **SECTION 68.**

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

12 **SECTION 69.**

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

29 **SECTION 70.**

30 That the easement granted to the Public Service Telephone Company shall contain such other  
31 reasonable terms, conditions, and covenants as the State Properties Commission shall deem  
32 in the best interest of the State of Georgia and that the State Properties Commission is  
33 authorized to use a more accurate description of the easement area, so long as the description  
34 utilized by the State Properties Commission describes the same easement area herein granted.

**SECTION 71.**

That the consideration for such easement shall be for \$10.00, 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 72.**

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 73.**

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 74.**

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 75.**

That the State of Georgia is the owner of the hereinafter described real property in Towns 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 76.**

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

1 "That portion and that portion only as shown highlighted in yellow on a plat of survey  
2 dated November 17, 2006, prepared by James Alexander, Landtech Services Inc., and  
3 all being on file in the offices of the State Properties Commission,"  
4 and may be more particularly described by a plats of survey prepared by a Georgia  
5 Registered Land Surveyor and presented to the State Properties Commission for approval.

6 **SECTION 77.**

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

10 **SECTION 78.**

11 That the Towns County Water and Sewer Authority shall have the right to remove or cause  
12 to be removed from said easement area only such trees and bushes as may be reasonably  
13 necessary for the proper construction, operation, and maintenance of said water line and  
14 water pump.

15 **SECTION 79.**

16 That, after the Towns County Water and Sewer Authority has put into use the water line and  
17 water pump for which this easement is granted, a subsequent abandonment of the use thereof  
18 shall cause a reversion to the State of Georgia, or its successors and assigns, of all the rights,  
19 title, privileges, powers, and easement granted herein. Upon abandonment, the Towns  
20 County Water and Sewer Authority, or its successors and assigns, shall have the option of  
21 removing its facilities from the easement area or leaving the same in place, in which event  
22 the facility shall become the property of the State of Georgia, or its successors and assigns.

23 **SECTION 80.**

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

29 **SECTION 81.**

30 That this resolution does not affect and is not intended to affect any rights, powers, interest,  
31 or liability of the Department of Transportation with respect to the state highway system, of  
32 a county with respect to the county road system, or of a municipality with respect to the city

1 street system. Grantee shall obtain any and all other required permits from the appropriate  
2 governmental agencies as are necessary for its lawful use of the easement area or public  
3 highway right of way and comply with all applicable state and federal environmental statutes  
4 in its use of the easement area

#### 5 **SECTION 82.**

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

#### 22 **SECTION 83.**

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

#### 29 **SECTION 84.**

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 85.**

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

**SECTION 86.**

That the authorization in this resolution to grant the above-described easement to the Towns County Water and Sewer Authority shall expire three years after the date that this resolution becomes effective.

**SECTION 87.**

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 88.**

That the State of Georgia is the owner of the hereinafter described real property in Washington 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 89.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to the City of Sandersville, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of sanitary sewer 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 a sanitary sewer 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 Sandersville, Washington County, Georgia, and is more particularly described as follows:

"That portion and that portion only as shown highlighted in yellow on a plat of survey dated May 4, 2007, prepared by Thomas Barker, Barker and Associates Land Surveyors, Inc., and all being on file in the offices of the State Properties Commission,"

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

3 **SECTION 90.**

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

7 **SECTION 91.**

8 That the City of Sandersville shall have the right to remove or cause to be removed from said  
9 easement area only such trees and bushes as may be reasonably necessary for the proper  
10 construction, operation, and maintenance of said sanitary sewer line.

11 **SECTION 92.**

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

19 **SECTION 93.**

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

25 **SECTION 94.**

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

**SECTION 95.**

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

**SECTION 96.**

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

**SECTION 97.**

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 98.**

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

