

1 A RESOLUTION APPROVING THE EXECUTION OF AN EASEMENT AGREEMENT
2 BETWEEN FULTON COUNTY, GEORGIA AND ATLANTA GAS LIGHT COMPANY FOR
3 THE PURPOSE OF RELOCATING AND UPGRADING SERVICE LINES ONSITE AT THE
4 FULTON COUNTY EXECUTIVE AIRPORT – CHARLIE BROWN FIELD; TO AUTHORIZE
5 THE CHAIRMAN TO EXECUTE AN EASEMENT AGREEMENT AND RELATED
6 DOCUMENTS; TO AUTHORIZE THE COUNTY ATTORNEY TO APPROVE AS TO FORM
7 THE EASEMENT AGREEMENT AND RELATED DOCUMENTS; AND FOR OTHER
8 PURPOSES.

9
10 WHEREAS, Fulton County, Georgia, is a political subdivision of the State of Georgia,
11 existing as such under and by the Constitution, statutes, and laws of the State; and

12 WHEREAS, the Atlanta Gas Light Company has an initiative to replace their existing
13 underground steel service lines with rosokote coated lines to provide additional protection
14 against corrosion which will increase the economic life span and utility; and

15 WHEREAS, the Atlanta Gas Light Company has determined that an easement
16 agreement from Fulton County is required to complete enhancements to its infrastructure
17 and to relocate onsite natural gas service lines at the Fulton County Executive Airport –
18 Charlie Brown Field situated in Land Lots 22 and 53 of the 14th FF District of Fulton County,
19 Georgia; and

20 WHEREAS, the Fulton County Department of Real Estate and Asset Management
21 and the Department of Public Works have determined that it is in the best interest of Fulton
22 County that the Atlanta Gas Light Company be granted an easement to relocate and install
23 rosokote coated service lines at the Fulton County Executive Airport – Charlie Brown Field for
24 the purpose of improving and maintaining optimum service levels for its customers; and

25 WHEREAS, pursuant to O.C.G.A. § 36-9-3, Fulton County is authorized to grant
26 easements without a competitive process; and

27 WHEREAS, pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners
28 is vested with exclusive jurisdiction and control over all property of the County.

1 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Fulton
2 County, Georgia, hereby approves the easement agreement with the Atlanta Gas Light
3 Company in substantially the form attached hereto as Exhibit "A".

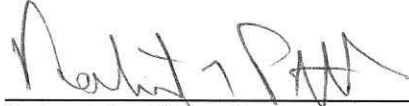
4 **BE IT FURTHER RESOLVED**, that the Chairman of Fulton County Board of
5 Commissioners is authorized and directed to execute and deliver the Easement Agreement
6 and any related documents to Atlanta Gas Light Company.

7 **BE IT FURTHER RESOLVED**, that prior to execution of the Easement Agreement
8 and any related documents, the County Attorney shall approve the documents as to form
9 and make any necessary changes thereto to protect the County's interests.

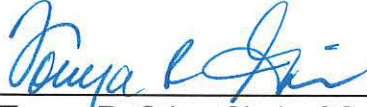
10 **BE IT FINALLY RESOLVED** , that this Resolution shall become effective upon its
11 adoption and that all resolutions and parts of resolutions in conflict with this Resolution are
12 hereby repealed to the extent of the conflict.

13
14 **SO PASSED AND ADOPTED**, this 10th day of July, 2024.

15
16 **FULTON COUNTY**
17 **BOARD OF COMMISSIONERS**

18
19 
20
21 Robert L. Pitts, Chairman

22
23 **ATTEST:**

24 
25
26 Tonya R. Grier, Clerk of Commission



27
28
29 **APPROVED AS TO FORM:**

30
31 
32
33 Y. Soo Jo, County Attorney

This instrument was prepared by
and upon recording return to:
Phoenix Consulting Services, Inc.
Attn: Land Department
P.O. Box 197
Monroe, GA 30655

EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

PARCEL ID# 14F0022 LL0281

This Easement Agreement granted and conveyed by **FULTON COUNTY, GEORGIA** ("Grantor") to **ATLANTA GAS LIGHT COMPANY** ("Grantee") as of this 10th day of July 2024. The terms Grantor and Grantee include each party named, if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits.

Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in, upon, and occupy property situated in Land Lots 22 and 53 of the 14th FF District, of Fulton County, Georgia (the "Property"), and more particularly described in a plat of survey thereof entitled "Exhibit A", a copy of which is on file in Grantee's offices, which plat is by reference incorporated herein (the "Plat"), for the following purposes:

1. **Construct and Reconstruct:** To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, remove, and patrol gas service line(s), main(s), regulator station(s), appurtenances and equipment as may now or hereafter be necessary or convenient for the transmission and distribution of natural gas, with said boundaries of the easement area being Five feet (5') in total width, Two and One-Half feet (2.5') on either side of the centerline of the system as laid.
2. **Repairs and Alterations:** To enter upon the Property at any time for the purpose of inspecting said line(s) and systems and making necessary repairs, alterations, changes, additions, and substitutions in said lines and systems from time to time as Grantee deems advisable or expedient, and for any of the purposes enumerated above.
3. **Right-of-Way Maintenance:** To keep and maintain the easement area, by mechanical or otherwise, clear of all structures, trees, limbs or branches, stumps, roots,

shrubbery and underground growth within said rights-of-way and along said lines and systems which, in the opinion of Grantee or its representative, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and systems.

4. **Construction Easement:** In addition to the easement rights set forth above, Grantor does further grant a construction easement incident and appurtenant to the easements above and over such land abutting same as may be necessary for the purpose of placing thereon materials excavated from such easement areas for the purpose of installing or repairing Grantee's facilities located therein.

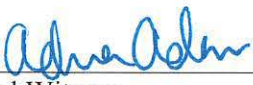
TO HAVE AND TO HOLD SAID rights perpetually unto Grantee, its successors or assigns, providing that if said Grantee, its successors or assigns shall permanently abandon the use of said premises for the purposes herein stated, then all rights and privileges herein conveyed shall ipso facto be terminated.

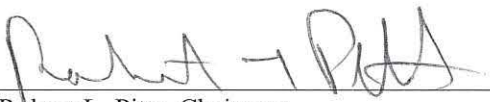
The rights herein granted may be assigned in whole or in part. The undersigned does not convey any land, but merely grants the rights, privileges, and easements herein before set out.

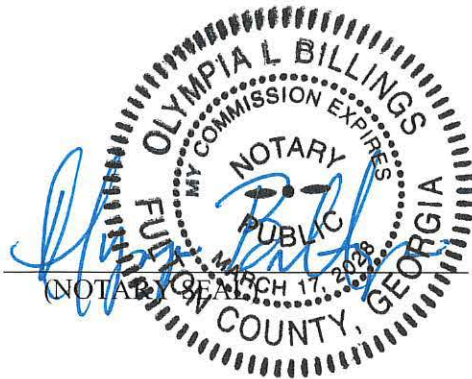
IN WITNESS WHEREOF, the Grantor causes these presents to be executed by its proper officers, thereunto duly authorized and its seal affixed, this the day and year first above written.

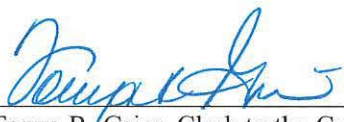
Signed, sealed and delivered
in the presence of:

Grantor: **FULTON COUNTY, GEORGIA**


Unofficial Witness

By: 
Robert L. Pitts, Chairman
Fulton County Board of Commissioners



Attest: 
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM

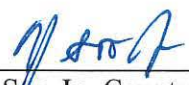

Y. Soo Jo, County Attorney

Exhibit A

