

1 A RESOLUTION APPROVING AN EASEMENT AGREEMENT BETWEEN FULTON
2 COUNTY, GEORGIA (GRANTOR) AND GEORGIA POWER COMPANY (GRANTEE),
3 FOR THE PURPOSE OF GRANTING UTILITY EASEMENT ACCESS TO CONNECT
4 SUBSTATIONS AT 901 RICE STREET, ATLANTA, GEORGIA FORMALLY KNOWN
5 AS THE FULTON COUNTY JAIL; AUTHORIZING THE CHAIRMAN TO EXECUTE
6 THE EASEMENT AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE
7 COUNTY ATTORNEY TO APPROVE THE EASEMENT AGREEMENT AND
8 RELATED DOCUMENTS AS TO FORM AND TO MAKE NECESSARY
9 MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER
10 PURPOSES.

11
12 **WHEREAS**, Fulton County, Georgia ("Fulton County") is a political subdivision of
13 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
14 of the State; and

15 **WHEREAS**, the Fulton County Sheriff's Department operates the County Jail
16 located 901 Rice Street Atlanta, Georgia, as a temporary holding facility for individuals
17 awaiting trial or serving short jail sentences; and

18 **WHEREAS**, it has been determined by Georgia Power Company ("GPC") and
19 the Fulton County Department of Real Estate and Asset Management ("DREAM") that
20 GPC requires a utility easement at the Fulton County Jail in order to connect two
21 electrical substations for the purpose of improving onsite electrical service reliability and
22 efficiency; and

23 **WHEREAS**, DREAM and GPC have negotiated mutually acceptable terms for
24 the sale of a utility easement from Fulton County to GPC, with such easement covering
25 an area of approximately 2.65 +/- acres onsite at 901 Rice Street Atlanta, Georgia, and
26 more particularly depicted in Exhibit "A", attached hereto; and

27 **WHEREAS**, O.C.G.A. § 36-9-3(a)(3)(A) authorizes the granting of easements
28 without a competitive process; and

1 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board
2 of Commissioners has exclusive jurisdiction and control over directing and controlling all
3 the property of the county, as they may deem expedient, according to law.

4 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of
5 Fulton County, Georgia, hereby approves of the conveyance of a utility easement from
6 Fulton County to Georgia Power Company, as more particularly depicted in Exhibit "A"
7 attached hereto.

8 **BE IT FURTHER RESOLVED**, that the Chairman of Fulton County Board of
9 Commissioners is authorized and directed to execute and deliver the easement
10 agreement, in substantially the form attached hereto as Exhibit "B", and any related
11 documents, to Georgia Power Company to complete the transfer of the real property
12 rights.

13 **BE IT FURTHER RESOLVED** that prior to execution of the easement agreement
14 and any related documents, the County Attorney shall approve them as to form and
15 make any necessary changes thereto to protect Fulton County's interests.

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

19
20 **SO PASSED AND ADOPTED**, this 19 day of March 2025.

FULTON COUNTY BOARD OF
COMMISSIONERS



Robert L. Pitts
Chairman (At-Large)

ATTEST:



Tonya R. Grier
Clerk to the Commission



APPROVED AS TO FORM:

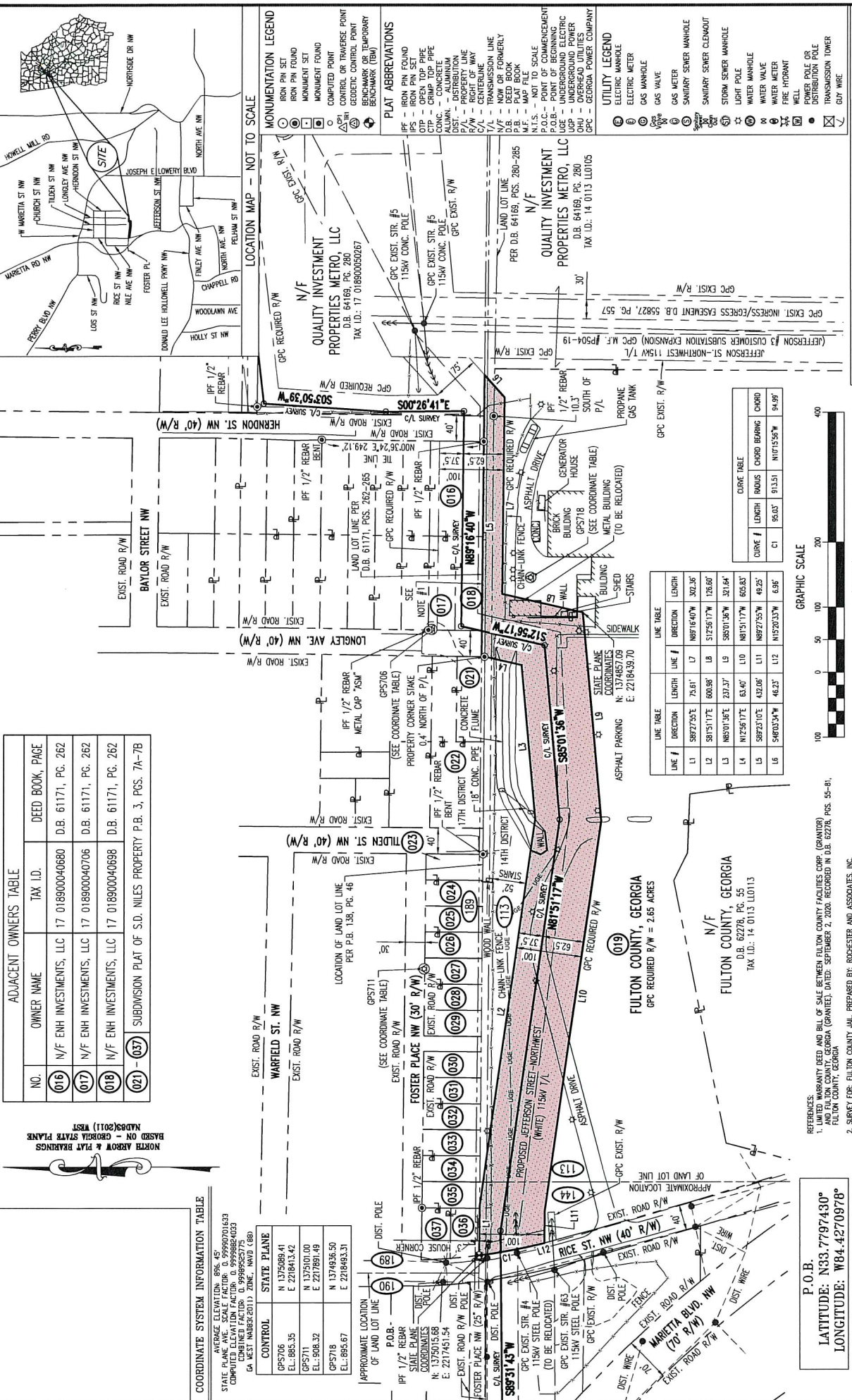


Y. Soo Jo, County Attorney

ADJACENT OWNERS TABLE			
NO.	OWNER NAME	TAX I.D.	DEED BOOK, PAGE
016	N/F ENH INVESTMENTS, LLC	17 018900040680	D.B. 61171, PG. 262
017	N/F ENH INVESTMENTS, LLC	17 018900040706	D.B. 61171, PG. 262
018	N/F ENH INVESTMENTS, LLC	17 018900040698	D.B. 61171, PG. 262
021 - 037	SUBDIVISION PLAT OF S.D. NILES PROPERTY P.B. 3, PGS. 7A-7B		

COORDINATE SYSTEM INFORMATION TABLE

AVERAGE ELEVATION: 896.45'	
STATE PLANE AVE. SCALE FACTOR: 0.9999701633	
COMPUTED ELEVATION FACTOR: 0.9999864033	
GMA WEST NAD83(2011) ZONE: NAD83 (88)	
CONTROL	STATE PLANE
GP5706	N 1375089.41
EL: 885.35	E 228413.42
GP5711	N 1375101.00
EL: 908.32	E 227891.49
GP5718	N 1374936.50
EL: 885.67	E 228493.31



P.O.B.
 LATITUDE: N33.7797430°
 LONGITUDE: W84.4270978°

- REFERENCES:
1. LIMITED WARRANTY DEED AND BILL OF SALE BETWEEN FULTON COUNTY FACILITIES CORP. (GRANTOR) AND FULTON COUNTY, GEORGIA (GRANTEE), DATED: SEPTEMBER 2, 2004. RECORDED IN D.B. 6274, PGS. 55-61.
 2. SURVEY FOR: FULTON COUNTY JAIL, PREPARED BY: ROCHESTER AND ASSOCIATES, INC. DATED: OCTOBER 12, 1984. RECORDED IN P.B. 138, PG. 46. FULTON COUNTY, GEORGIA.
 3. SUBDIVISION PLAT OF S.D. NILES PROPERTY RECORDED IN P.B. 3, PGS. 7A-7B, FULTON COUNTY, GEORGIA.

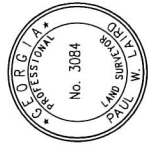
NOTES:

1. CORRECTION BETWEEN LAND LOT LINE LOCATION PER P.B. 138, PG. 46 AND D.B. 6171, PGS. 262-265.

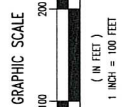
SURVEY CLOSURE STATEMENT

A PORTION OF THE SURVEYED DATA ON THIS MAP WAS OBTAINED UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A CHAMPION 4100S NETWORK ROVER DUAL FREQUENCY RECEIVER. A CHAMPION 4100S NETWORK ROVER DUAL FREQUENCY RECEIVER AND CELL PHONE MODA RECEIVING RISK CORRECTIONS FROM THE GPS SOLUTIONS. GNSS REAL TIME NETWORK (RTN). THE RELATIVE POSITIONAL ACCURACY OBTAINED IN THIS SURVEY IS 0.02 HORIZONTAL AND 0.03 VERTICAL. A PORTION OF THE SURVEYED DATA AT THE 50% CONFIDENCE LEVEL. A PORTION OF THE SURVEYED DATA STATION WITH CARSON SURVEY SOFTWARE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 256,288 FEET. FIELD WORK COMPLETED: 10/24/2022

THIS PLAT IS A RETRACTION OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR PARCELS. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THIS PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PARCEL OR PARCELS SHALL BE THE RESPONSIBILITY OF THE GRANTEE. THE GRANTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUFFICIENCY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS SURVEY COMPLETES WITHIN THE TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYING. THE GRANTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUFFICIENCY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS SURVEY COMPLETES WITHIN THE TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYING. THE GRANTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUFFICIENCY FOR ANY USE OR PURPOSE OF THE LAND.



F.I.R.M. FLOOD NOTE:
 THIS PROPERTY IS IN A ZONE X.
 AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL FLOODPLAIN
 ACCORDING TO F.I.R.M. FLOOD MAP OF FULTON COUNTY, GA
 COMMUNITY-PANEL NO. 135157 0243 F, PANEL 243 OF 460
 MAP NUMBER 131210243F DATED: SEPTEMBER 18, 2013



LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S89°27'55"	75.01'	L7	N89°16'40"	302.35'
L2	S91°51'17"E	600.38'	L8	S12°56'17"W	128.60'
L3	N89°01'30"E	237.37'	L9	S89°01'30"W	321.84'
L4	N12°56'17"E	83.40'	L10	N81°51'17"W	605.63'
L5	S89°23'10"E	432.06'	L11	N89°27'55"W	49.25'
L6	S46°03'34"W	46.25'	L12	N15°20'37"W	6.96'

APPROVALS

GEORGIA POWER CO., ATLANTA, GA.
 Land Engineering
 JEFFERSON STREET #3 - NORTHWEST 115KV T/L
 EASEMENT PLAT FOR:
 PARCEL 019 - FULTON COUNTY, GEORGIA
 LAND LOTS 113 & 144, 14TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA

REVISION BLOCK

NO.	DATE	DESCRIPTION
1	08/24/2023	1" = 100'

DRAWING NUMBER: P505-65

Exhibit B

Tax Parcel ID = 14 0113 LL0121

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2022010179 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 10580783-GPC9596-VBS-12.02.01
NAME OF LINE/PROJECT: JEFFERSON STREET #3 - NORTHWEST (BLACK) 115 KV TRANSMISSION LINE
PARCEL NUMBER 019

STATE OF GEORGIA
FULTON COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **FULTON COUNTY, GEORGIA** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **141 Pryor Street SW, Suite 7000, Atlanta, Georgia 30303-3466**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at **901 RICE STREET NW, ATLANTA, GEORGIA 30318** (Tax Parcel ID No. **14 0113 LL0121**) in Land Lots **113, 144** of the **14** District of **Fulton** County, Georgia.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to the Company's agents

or contractors; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person. Notwithstanding the above, due to the security needs of the Property, the Company shall use commercially reasonable efforts to provide the Undersigned with thirty (30) days' written notice of its intent to remove an obstruction, or as much notice as is commercially reasonable in the circumstances, as well as the dates and times any agents of the Company will be on-site to complete such removal, provided the Company shall deliver such notice by email, or an alternative method if email is unavailable, to the following:

Fulton County Sheriff's Office
Attention: Fulton County Sheriff
185 Central Ave SW
Atlanta, GA 30303
(404) 612-5100
Pat.Labat@fultoncountyga.gov

Fulton County Department of Real Estate and Asset Management
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303
(404) 612-5900
Joseph.Davis@fultoncountyga.gov

Fulton County Office of the County Attorney
Attention: County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303
(404) 612-0246
Soo.Jo@fultoncountyga.gov

Fulton County Manager
Attention: County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000
Dick.Anderson@fultoncountyga.gov

which contact information the Undersigned may update in writing to the Company, from time to time.

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut,

timber so cut to become the property of the Company. The Company shall comply with all applicable state and local laws, including obtaining any required permits, related to the removal of trees either within the Easement Area or on the adjacent Property. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right, when required by law or government regulations or in temporary emergency conditions, to: (i) install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area, and (ii) conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees, or fences cut, damaged or destroyed on the Easement Area or the Property adjacent to the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees, or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees, or fences so cut or damaged on the Easement Area or the Property adjacent to the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, including but not limited to the installation, maintenance, and usage of paved parking areas and/or sewer lines and ingress and egress on, over, and across, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Easement Area (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned

contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

[Signature(s) on Following Page(s)]

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the presence of: FULTON COUNTY, GEORGIA

Witness

By: _____ (SEAL)
Name: Robert L. Pitts
Title: Chairman, Fulton County Board of Commissioners

Notary Public

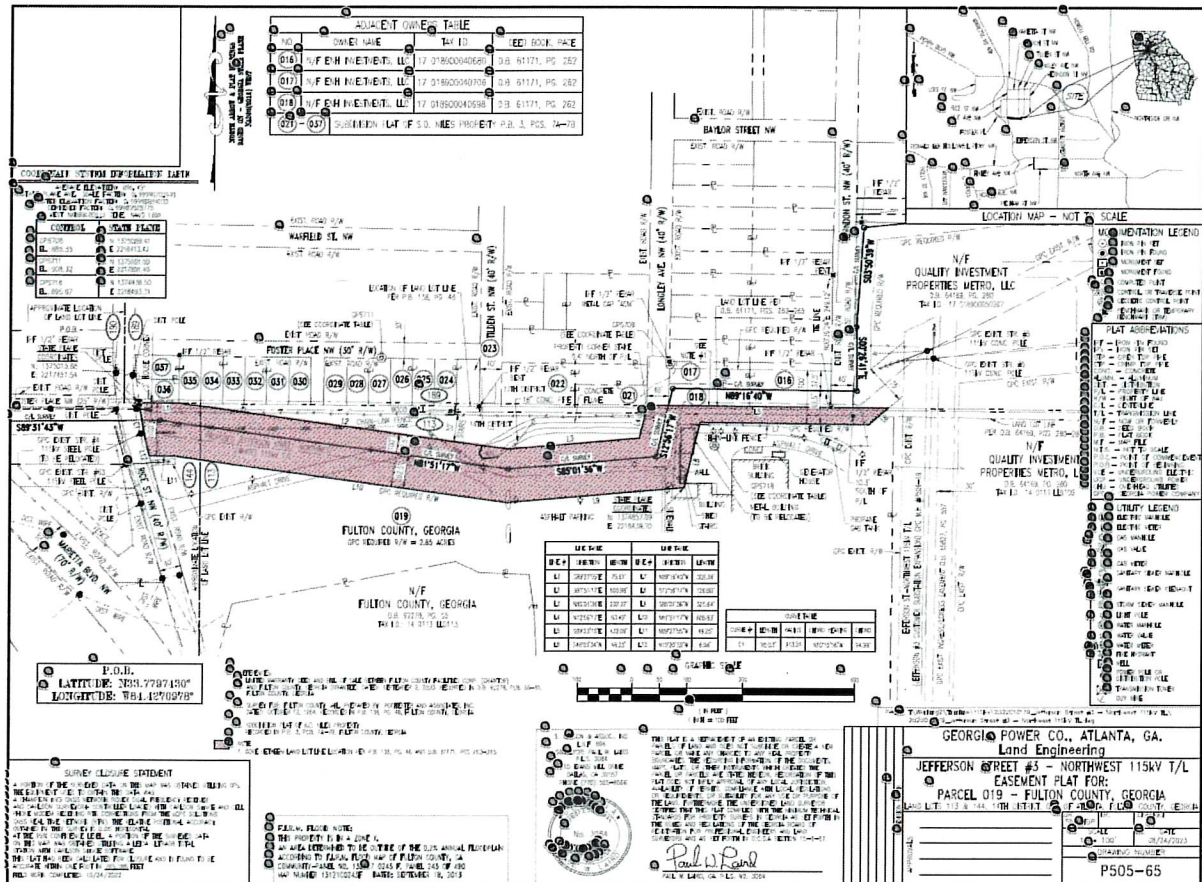
Attest: _____ (SEAL)
Name: Tonya R. Grier
Title: Clerk to the Commission

[CORPORATE SEAL]

Approved as to form:

By: _____
Name: Y. Soo Jo
Title: County Attorney

Exhibit A



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Bin 10151
Atlanta, GA 30308-3374

PROJECT 2022010179 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 10580783-GPC9596-VBS-12.02.01
NAME OF LINE/PROJECT: JEFFERSON STREET #3 - NORTHWEST (BLACK) 115 KV TRANSMISSION LINE
PARCEL NUMBER 019

STATE OF GEORGIA
FULTON COUNTY

E A S E M E N T

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timber so cut to become the property of the Company. The Company shall comply with all applicable state and local laws, including obtaining any required permits, related to the removal of trees either within the Easement Area or on the adjacent Property. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right, when required by law or government regulations or in temporary emergency conditions, to: (i) install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area, and (ii) conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

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TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

[Signature(s) on Following Page(s)]

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this 10 day of April, 2025.

Signed, sealed and delivered in the presence of:

FULTON COUNTY, GEORGIA

Adrian Adam
Witness

Dawn J Peterson
Notary Public



By: Robert L. Pitts (SEAL)
Name: Robert L. Pitts
Title: Chairman, Fulton County Board of Commissioners

Attest: Tonya R. Grier (SEAL)
Name: Tonya R. Grier
Title: Clerk to the Commission

Approved as to form:

By: Y. Soo Jo
Name: Y. Soo Jo
Title: County Attorney

[CORPORATE SEAL]



ITEM # 25-0180 SRM 3 / 19 / 25
SECOND REGULAR MEETING

Exhibit A

