

**CITY OF HAMPTON
STATE OF GEORGIA**

RESOLUTION NO. 2024-28

**A RESOLUTION AUTHORIZING CONVEYANCE OF A PERPETUAL
EASEMENT FROM THE CITY OF HAMPTON TO THE GEORGIA POWER
COMPANY FOR THE INSTALLATION OF UNDERGROUND
COMMUNICATION LINES, FACILITIES, EQUIPMENT AND SYSTEMS
WITHIN THE EASEMENT AREA AS APPROVED BY THE CITY OF
HAMPTON AND DESCRIBED AS EAST POINT-HAMPTON
COMMUNICATION PROJECT (SECTION 1) EASEMENT.**

WHEREAS, the Mayor and Council are the governing body of the City of Hampton, Georgia (“City”); and

WHEREAS, the Mayor and Council is tasked with protecting and promoting the health, safety, morals, and welfare of the citizens of the City of Hampton; and

WHEREAS, the Georgia Power Company (GPC) has identified City of Hampton property that aligns with the GPC East Point-Hampton Communication Project route; and

WHEREAS, the proposed route would necessitate an Easement as the GPC East Point-Hampton Communication Project route transverses the City of Hampton property located at 7 Hampton Locust Grove Road, Hampton, GA, Tax Parcel ID No. H09-04002000, in Land Lot 144, District 3 of Henry County, Georgia, further described by Deed Book 17979, Page 211-213; and

WHEREAS, the Georgia Power Company evaluated the monetary value of said easement and offers the City of Hampton the purchase amount for the easement at \$2,585.00; and

WHEREAS, the Georgia Power Company shall record the executed East Point-Hampton Communication Project (Section 1) Easement with the Clerk of Superior Court, Henry County, Georgia easement; and

NOW, THEREFORE BE IT RESOLVED, by a majority vote of the Mayor and Council of the City of Hampton that East Point-Hampton Communication Project (Section 1) Easement shall be conveyed as described and is hereby approved.

Read and adopted in the Regular meeting of the City of Hampton held on July 9, 2024. ATTEST:

R. Traylor
City Clerk

(Seal)



City of Hampton
Henry County, Georgia

BY: Ann N Tarphy
Ann N Tarphy
Mayor

Certification

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Council on the date so stated in the Resolution.

I further certify that I am the Clerk of the Council, and that said resolution has been entered in the official records of said Council and remains in full force and effect the 9th day of July 2024.

J. Traylor

Clerk Signature

Federal Employers Identification #586000588

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

PROJECT 2020080225 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 10358432-GPC9596-VBS-17
NAME OF LINE/PROJECT: EAST POINT - HAMPTON COMMUNICATION PROJECT (SECTION 1)
PARCEL NUMBER 004

STATE OF GEORGIA
HENRY COUNTY

E A S E M E N T

Background Statements:

1. The undersigned, CITY OF HAMPTON, GEORGIA ("Owner"), owns land at 7 HAMPTON LOCUST GROVE ROAD, HAMPTON, GA 30228 (Tax Parcel ID No. H09-04002000) in Land Lot(s) 144, 3RD SECTION of the 3 District of Henry County, Georgia (the "Property"), further described by Deed Book 17979, Page 211-213, Henry County, Georgia records, all or part of which is subject to an easement or easements held by Georgia Power Company ("Georgia Power") or another member of the Georgia Integrated Transmission System.
2. Without limiting any existing rights with respect to the Property, Georgia Power now seeks from Owner express easement rights affirming Georgia Power's ability to install underground communications lines, facilities, equipment and systems, including above-ground marker posts to identify the presence of an underground communications line within the Property (the "Easement Area"), as approved by the City of Hampton.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration received, Owner agrees as follows:

Owner hereby grants and conveys to Georgia Power, its successors, assigns, lessees, licensees, affiliates and agents, a perpetual easement in the Easement Area with the exclusive right to construct and install underground communications lines within the Easement Area not less than eight (8) feet below grade. Owner hereby acknowledges and agrees that Georgia Power shall have the right to install one or more above-ground marker posts to identify the presence of an underground communications line running within the Easement Area. Georgia Power shall provide the Owner detailed plans for the location of any communications lines, facilities, equipment and systems necessary to operate and maintain such communications line contemplated herein. Georgia Power shall enjoy all rights necessary or convenient for the full enjoyment and use of the Easement Area for such purposes, including, but without limitation, the right of ingress and egress across Owner's lands, and the right to keep clear and Fiber Optic Easement (LIMS 2) 2018.01.10 Page 1 of 4

remove all trees, buildings and other obstructions now or hereafter placed in the Easement Area by Owner or any other person.

Owner has the right to use the Easement Area for purposes that will not interfere with the existing rights with respect to the rights granted to Georgia Power in this instrument, including (i) parking lots and driveways, (ii) installation of other utilities servicing the Property, (iii) fences, provided same shall not exceed eight (8) feet in height above the existing grade, and (iv) landscaping, provided that plants and trees must not reach a mature height of greater than fifteen (15) feet above the existing grade (collectively, "Encroachments"), provided that (a) the proposed location of and plans for said Encroachments shall be subject to review and approval by the appropriate official of Georgia Power, which approval shall not be unreasonably withheld, conditioned or delayed, (b) any of the Encroachments contemplated above shall not obstruct or interfere with the proper operation, maintenance and repair of, or extensions or additions to, Georgia Power's facilities, and (c) no buildings or structures may be erected upon the Easement Area.

Owner expressly grants to Georgia Power 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 located on the Easement Area, regardless of whether the offending party is Owner or not. Owner 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 Georgia Power.

Owner hereby represents and warrants that it is the sole owner in fee simple of the Property and that it has the lawful right and authority to grant the easement and rights conveyed herein without the approval of any other party. Owner hereby binds himself or herself, his or her heirs, executors and administrators to warrant and forever defend all and singular the easement and rights granted herein unto Georgia Power, its successors, assigns, lessees, licensees, affiliates and agents, against every person whomsoever, lawfully claiming the same, or any part thereof.

TO HAVE AND TO HOLD forever unto Georgia Power, its successors, assigns, lessees, licensees, affiliates and agents, the rights, privileges, easements, powers and interests granted herein, which will be a covenant running with the title to the Property. The rights, privileges, easements, powers and interests hereby granted shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. Georgia Power may grant, license, assign or permit others to exercise any of the foregoing rights granted to Georgia Power herein, in whole or in part, upon written approval by the Owner, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, such written approval by the Owner shall not be required in the event that (a) Georgia Power desires to assign such rights to an electrical utility provider which is part of the Georgia Integrated Transmission System, or (b) a third party acquires all or substantially all of the assets of Georgia Power. Georgia Power shall not be liable for or bound by any statement, agreement or understanding not expressed herein or in written, recorded instruments to which Georgia Power is a party with respect to the Easement Area and Property. Notwithstanding any term of this instrument to the contrary, this instrument in no way limits the existing rights of Georgia Power

PARCEL 004

NAME OF
LINE/PROJECT:

**EAST POINT - HAMPTON COMMUNICATION PROJECT
(SECTION 1)**

(or any other member of the Georgia Integrated Transmission System) with respect to the Easement Area and Property.

[Signatures appear on following Page]

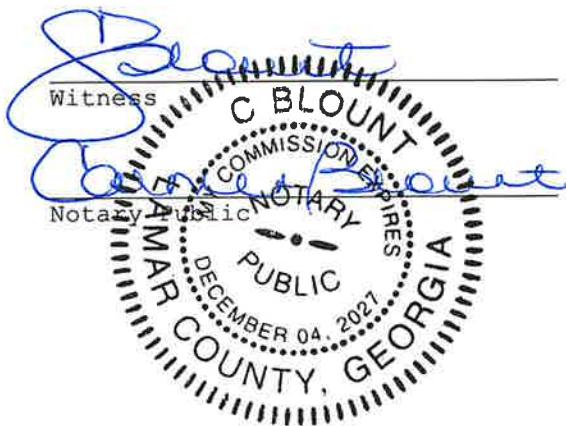
PARCEL 004

NAME OF
LINE/PROJECT:

EAST POINT - HAMPTON COMMUNICATION PROJECT
(SECTION 1)

IN WITNESS WHEREOF, the Owner has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.
Signed, sealed and delivered in the CITY OF HAMPTON, GEORGIA

presence of:



By: Ann N Tarpay (SEAL)

Name: Ann N Tarpay
Title: Mayor

Attest: R. Finley (SEAL)

Name: Russell Finley
Title: City Clerk

[CORPORATE SEAL]



**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.



Signature of Authorized Officer or Agent



Printed Name of Authorized Officer or Agent



Title of Authorized Officer or Agent



Date