

## **RESOLUTION 25-27**

### **RESOLUTION AUTHORIZING MUNICIPAL PROPERTY EASEMENT**

**WHEREAS**, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns certain real property located in Toombs County, Georgia (the “Plant Hatch Property”); and

**WHEREAS**, the Georgia Department of Transportation (“DOT”) and Toombs County, Georgia has requested certain easements from Dalton Utilities and other owners of the Plant Hatch Property for the purposes of constructing and maintaining a driveway over and across the easement areas as more particularly described in that certain (i) Construction and Maintenance Easement, (ii) Georgia Department of Transportation Driveway Easement, and (iii) Georgia Department of Transportation Driveway Easement as more fully described in the above-referenced easements attached hereto as Exhibit “A,” Items 1-3, and incorporated herein by reference (the “Easements”); and

**WHEREAS**, Dalton Utilities has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities enter into the above described Easements and accordingly, under the authority of O.C.G.A. § 36-37-6(e)(2)(D), has approved such Easements and recommended approval of such Easements to the Mayor and Council of the City of Dalton, a copy of the form of such resolution of Dalton Utilities maintained in the records of Dalton Utilities is attached hereto as Exhibit “B” and incorporated herein by reference;

**NOW, THEREFORE, BE IT RESOLVED**, that Dalton Utilities or the City, as the case may be, is hereby authorized to convey the easement rights in the Plant Hatch Property as set forth in the Easements and to execute the same, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Dalton be, and she hereby is, authorized and empowered to take such action and to execute for and on behalf of the City the Easements and such other documents, instruments, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, papers, and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

**BE IT FURTHER RESOLVED**, that all acts and doings of the Mayor in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

**BE IT FURTHER RESOLVED**, that the signature of the Mayor to any of the consents, agreements, instruments, papers, and documents executed and delivered in connection therewith

shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, papers, and other documents on behalf of the City.

**BE IT FURTHER RESOLVED**, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on the Easements, any agreement, instrument, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City or the City's seal on any such document shall not affect its validity or the obligation of the Mayor and Council thereunder.

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**BE IT FURTHER RESOLVED**, that these Resolutions shall take effect immediately upon their adoption.

**SO RESOLVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Mayor/Mayor Pro Tempore

ATTESTED TO:

\_\_\_\_\_  
City Clerk

## **EXHIBIT “A”**

### **Easements**

See attached.

Please Return To: Dubberly Law Firm, LLC  
PO BOX 458  
Glennville, GA 30427

## CONSTRUCTION AND MAINTENANCE EASEMENT

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GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3rd day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire to construct a permanent easement as shown on the attached plat.

NOW, THEREFORE, for value received, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY) AND MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, do Hereby grant to the Department of Transportation the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Department may deem proper to support or accommodate the improvement of said road, including the right to construct and maintain any required driveway, within the easement area shown on the attached plat, dated the 8<sup>th</sup> day of November, 2018; revised 16<sup>th</sup> day of May, 2024.

Grantor, in addition to the above, hereby expressly grants to the Department of Transportation, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation said rights being 0 linear feet.

This Agreement is to be construed as a Covenant not to sue as well as a full accord and satisfaction of any and all claims as set out above, and the conveyance hereunder of all claims or rights shall be deemed to be in perpetuity.

We hereby warrant that we have the right to sell and convey said land and bind ourselves, our heirs, executors and administrators forever to defend by virtue of these presents.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to install additional roads on the land without the prior written consent of the Grantor. In connection with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs, or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set my hands and seals the day above written.

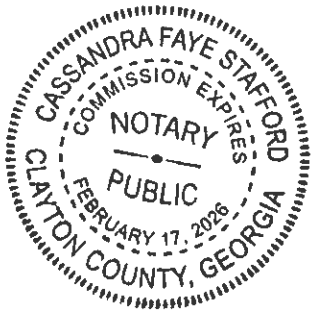
GEORGIA POWER COMPANY

Signed, Sealed and Delivered  
this 29th day of May,  
2025, in the presence of:

Jennifer H. Winn (L.S.)  
JENNIFER H. WINN, VICE PRESIDENT  
OF LAND

Kristi L. Dow (L.S.)  
Kristi L. Dow  
Assistant Secretary

Ira P. Baker  
Witness  
Cassandra Faye Stafford  
Notary Public



OGLETHORPE ELECTRIC MEMBERSHIP  
CORPORATION (OGLETHORPE POWER  
COMPANY)

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
ANNALISA M. BLOODWORTH, CEO

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
KIMBERLY D. ADAMS, SECRETARY

\_\_\_\_\_  
Notary Public

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA

Signed, Sealed and Delivered

this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_  
(L.S.)

MEMBER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S.)

MEMBER

\_\_\_\_\_  
Notary Public

Parcel 2

R/W 529

## EXHIBIT "A"

P. I. NO.: 522220  
PARCEL NO.: 2  
COUNTY: Toombs  
DATE OF R/W PLANS: November 8, 2018  
REVISION DATE: May 16, 2024

All that tract or parcel of land lying and being in 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

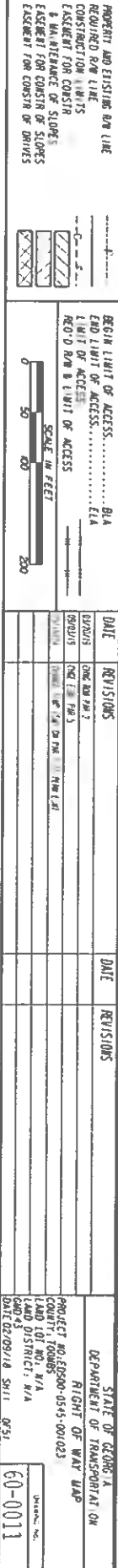
ALSO, granted is the right to construct and maintain any required slopes within the easement area shown on the attached plat.

Beginning at a point 126.81 feet left of and opposite Station 183+28.79 on the construction centerline of US 1/SR 4 from S of Plant Hatch to S of George Hill /CR 106 on Georgia Highway Project No. 522200; running thence N 84°02'59.1" W a distance of 9.51 feet to a point 136.31 feet left of and opposite station 183+28.79 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 181.19 feet to a point 136.31 feet left of and opposite station 185+09.98 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 18.01 feet to a point 154.32 feet left of and opposite station 185+09.98 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 180.15 feet to a point 154.32 feet left of and opposite station 186+90.13 on said construction centerline laid out for US1/SR4; thence N 84°31'59.0" W a distance of 15.68 feet to a point 170.00 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence N 5°50'34.1" E a distance of 123.01 feet to a point 170.23 feet left of and opposite station 188+13.01 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 22.38 feet to a point 192.61 feet left of and opposite station 188+13.01 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 38.69 feet to a point 192.61 feet left of and opposite station 188+51.69 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 23.85 feet to a point 216.46 feet left of and opposite station 188+51.69 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 156.48 feet to a point 216.46 feet left of and opposite station 190+08.37 on said construction centerline laid out for US1/SR4; thence N 19°26'00.3" E a distance of 342.83 feet to a point 126.75 feet left of and opposite station 193+49.06 on said construction centerline laid out for US1/SR4; thence S 3°37'28.2" W a distance of 243.80 feet to a point 125.86 feet left of and opposite station 191+00.00 on said construction centerline laid out for US1/SR4; thence N 84°58'29.2" W a distance of 9.14 feet to a point 135.00 feet left of and opposite station 191+00.00 on said construction centerline laid out for US1/SR4; thence S 5°50'32.2" W a distance of 407.81 feet to a point 135.00 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence S 84°02'58.2" E a distance of 8.28 feet to a point 126.72 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence S 5°57'47.7" W a distance of 361.21 feet back to the point of beginning. Containing 0.930 acres more or less.



10. 11. 2017

**ST**

[illegible]



RETURN TO: DUBBERLY LAW FIRM, LLC  
P.O. BOX 458  
GLENNVILLE, GA 30427

## GEORGIA DEPARTMENT OF TRANSPORTATION

### DRIVEWAY EASEMENT

GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3<sup>rd</sup> day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire the right to an easement for the construction of a driveway as shown on the attached plat. The construction beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220.

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY), MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA AND CITY OF DALTON, hereby grant to the Department of Transportation the right to enter upon my land for the purpose of constructing driveways within the driveway easement area shown on the attached plat, dated the 8<sup>th</sup> day of November, 2018; revised 16th day of May, 2024.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to



install additional driveways on the land without the prior written consent of the Grantor. In connection with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set our hands and seals the day above written.

**GEORGIA POWER COMPANY**

Signed, Sealed and Delivered  
this 29th day of May,  
2025, in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[Signature] (L.S.)  
JENNIFER H. WINN, VICE PRESIDENT  
OF LAND

[Signature] (L.S.)  
Kristi L. Dow  
Assistant Secretary



Parcel No. 1A

Rev. 08-01-2010

OGLETHORPE ELECTRIC MEMBERSHIP  
CORPORATION (OGLETHORPE POWER  
COMPANY)

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(L.S.)  
2025, in the presence of: ANNALISA M. BLOODWORTH, CEO

\_\_\_\_\_(L.S.)  
Witness KIMBERLY D. ADAMS, SECRETARY

\_\_\_\_\_  
Notary Public

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
MEMBER

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
MEMBER

\_\_\_\_\_  
Notary Public

CITY OF DALTON

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (L.S.)  
2025, in the presence of: ANNALEE SAMS, MAYOR

\_\_\_\_\_  
Witness BERNADETTE CHATTAM, CITY CLERK (L.S.)

\_\_\_\_\_  
Notary Public

Parcel No. 1A

Rev. 08-01-2010

## EXHIBIT "A"

P. I. NO.: 522220  
PARCEL NO.: 1A  
COUNTY: Toombs  
DATE OF R/W PLANS: November 8, 2018  
REVISION DATE: May 16, 2024

### Driveway Easement One

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220; running thence N 35°58'20.9" W a distance of 30.27 feet to a point 134.86 feet left of and opposite station 136+88.44 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 135.21 feet left of and opposite station 137+18.47 on said construction centerline laid out for US1/SR4; thence N 48°33'56.9" E a distance of 29.22 feet to a point 115.97 feet left of and opposite station 137+40.54 on said construction centerline laid out for US1/SR4; thence S 5°55'25.5" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.

### AND

### Driveway Easement Two

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 126.69 feet left of and opposite Station 144+14.98 on the construction centerline of US 1 on Georgia Highway Project No. 522220; running thence N 35°56'10.3" W a distance of 30.25 feet to a point 147.04 feet left of and opposite station 144+37.45 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 146.82 feet left of and opposite station 144+67.56 on said construction centerline laid out for US1/SR4; thence N 48°33'18.5" E a distance of 29.21 feet to a point 127.17 feet left of and opposite station 144+89.25 on said construction centerline laid out for US1/SR4; thence S 5°56'18.8" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.







STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAP

PROJECT NO.:	EDS00-0545-0010231
COUNTY:	APPLING & TOWNE
LAND LOT NO.:	N/A
LAND DISTRICT:	N/A
GMD:	139 & 43

60-00008

DRAWING NO.





RETURN TO: DUBBERLY LAW FIRM, LLC  
P.O. BOX 458  
GLENNVILLE, GA 30427

## GEORGIA DEPARTMENT OF TRANSPORTATION

### DRIVEWAY EASEMENT

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This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to install additional roads on the land without the prior written consent of the Grantor. In connection

with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs, or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set our hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered  
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2025, in the presence of:

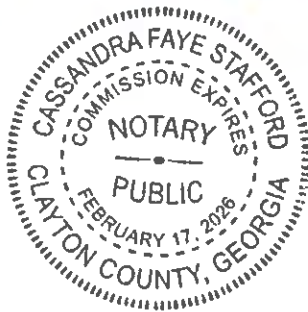
Jennifer H. Winn (L.S.)  
JENNIFER H. WINN, VICE PRESIDENT  
OF LAND

Lia P. Boh  
Witness

Kristi L. Dow (L.S.)

**Kristi L. Dow**  
Assistant Secretary

Cassandra Faye Stafford  
Notary Public



Parcel No. 1A

Rev. 08-01-2010

OGLETHORPE ELECTRIC MEMBERSHIP  
CORPORATION (OGLETHORPE POWER  
COMPANY)

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
ANNALISA M. BLOODWORTH, CEO

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
KIMBERLY D. ADAMS, SECRETARY

\_\_\_\_\_  
Notary Public

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA

Signed, Sealed and Delivered

this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_  
(L.S.)

MEMBER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S.)

MEMBER

\_\_\_\_\_  
Notary Public

CITY OF DALTON

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
ANNALEE SAMS, MAYOR

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
BERNADETTE CHATTAM, CITY CLERK

\_\_\_\_\_  
Notary Public

Parcel No. 1A

Rev. 08-01-2010



## EXHIBIT "A"

P. I. NO.: 522220  
PARCEL NO.: 1A  
COUNTY: Toombs  
DATE OF R/W PLANS: November 8, 2018  
REVISION DATE: May 16, 2024

### Driveway Easement One

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

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### AND

### Driveway Easement Two

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

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Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 126.69 feet left of and opposite Station 144+14.98 on the construction centerline of US 1 on Georgia Highway Project No. 522220; running thence N 35°56'10.3" W a distance of 30.25 feet to a point 147.04 feet left of and opposite station 144+37.45 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 146.82 feet left of and opposite station 144+67.56 on said construction centerline laid out for US1/SR4; thence N 48°33'18.5" E a distance of 29.21 feet to a point 127.17 feet left of and opposite station 144+89.25 on said construction centerline laid out for US1/SR4; thence S 5°56'18.8" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.



1.A  
 GEORGIA POWER

LAND LOT 618  
 LAND LOT 619

COORDINATE POINTS		
STATIONS	NORTHING	EASTING
POC 144+00.00	704904.2379	597764.0034
PI 146+91.79	705194.3330	597795.4407

Curve 3  
 PVI STA 142+01.03  
 E = 597764.0034  
 DE134-01+27.18 8' (27)  
 D = 00+08 55.75  
 T = 490.87  
 L = 981.57  
 R = 38500.00  
 E = 3.13

GEORGIA POWER

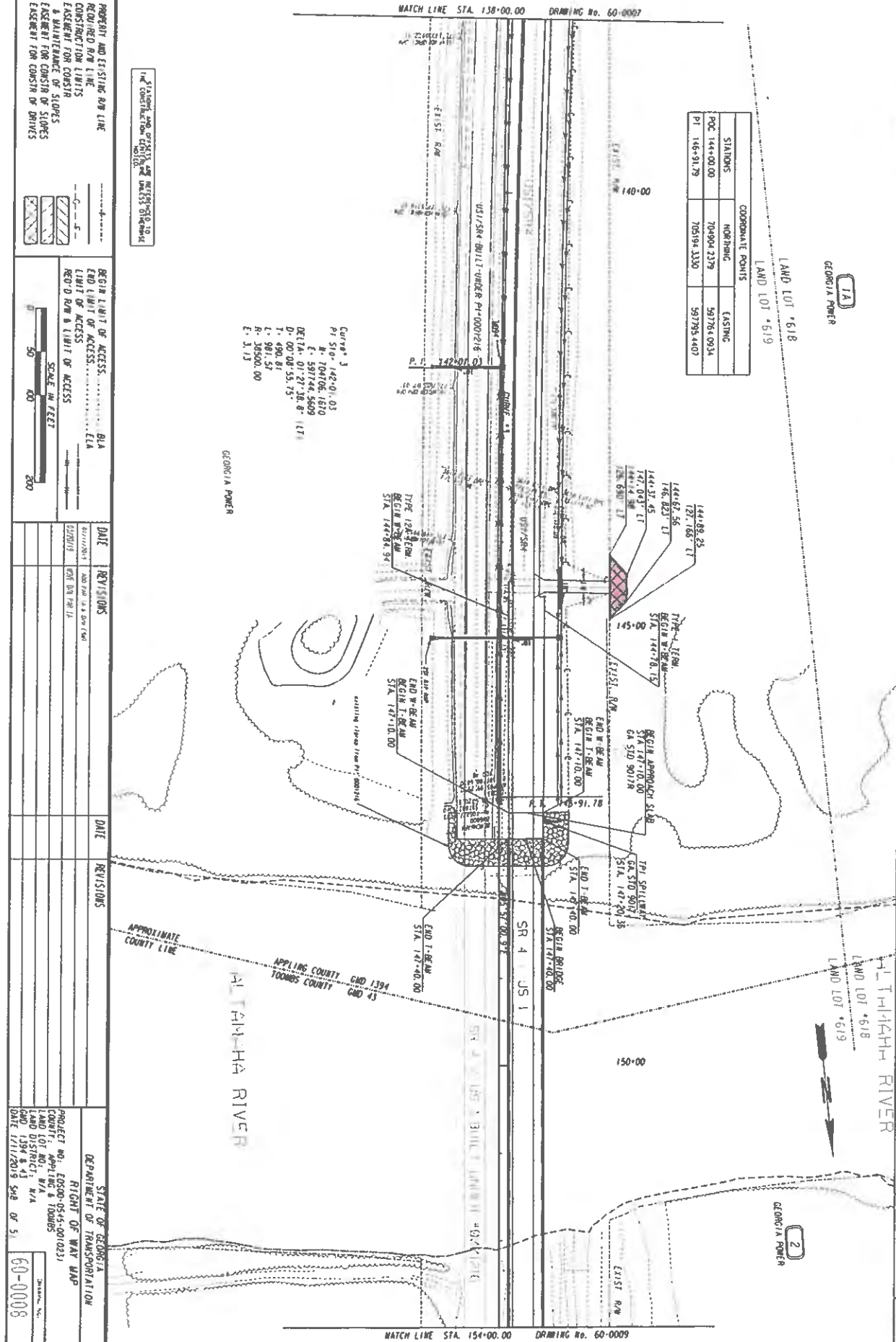
PROPERTY AND ESTATE RIGHTS TO  
 RECORD ROW LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR EGRESS  
 EASEMENT FOR EGRESS  
 EASEMENT FOR EGRESS OR DRIVE

BEGIN LIMIT OF ACCESS  
 END LIMIT OF ACCESS  
 LIMIT OF ACCESS  
 RECORD ROW & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS
11/11/2018	ADD ROW & EASEMENT		
11/11/2018	REV ROW LINE		

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY MAP  
 PROJECT NO. E0500-0545-0010231  
 COUNTY: APPLING & TOWNS  
 LAND LOT NO. 618  
 GMD 1394  
 DATE 11/11/2018 SHEET 5 OF 5

60-0006



DELIVERY END PAR 145X170 DE6117 REC'D DENT EASST

**RESEARCH • U.S. AGENCIES**

1510

30.69 8 5.57

## **EXHIBIT “B”**

### **RESOLUTIONS OF THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA D/B/A DALTON UTILITES AUTHORIZING MUNICIPAL PROPERTY EASEMENT**

**WHEREAS**, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns certain real property located in Toombs County, Georgia (the “Plant Hatch Property”); and

**WHEREAS**, the Georgia Department of Transportation (“DOT”) and Toombs County, Georgia has requested certain easements from Dalton Utilities and other owners of the Plant Hatch Property for the purposes of constructing and maintaining a driveway over and across the easement areas as more particularly described in that certain (i) Construction and Maintenance Easement, (ii) Georgia Department of Transportation Driveway Easement, and (iii) Georgia Department of Transportation Driveway Easement as more fully described in the above-referenced easements attached hereto as Exhibit “1,” Items (a)-(c), and incorporated herein by reference (the “Easements”); and

**WHEREAS**, Dalton Utilities has determined that with the concurrence of the City of Dalton it is consistent with the best interests of Dalton Utilities for the City of Dalton to convey the easement rights to the Plant Hatch Property as set forth in the Easements under the authority of O.C.G.A. § 36-37-6(e)(2)(D), subject to the parties’ satisfaction of statutory formalities governing the effectuation of conveyance of said Easements;

**NOW, THEREFORE, BE IT RESOLVED**, that the proposed transfer and disposition of the easement rights set forth in the Easements is hereby approved, and Dalton Utilities is hereby authorized to enter into and execute the Easements, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

**BE IT FURTHER RESOLVED**, that Dalton Utilities recommends to the Mayor and Council of the City of Dalton that they approve the proposed transfer and disposition of the easement rights as set forth in the Easements and authorize the appropriate officials of the City of Dalton to execute the Easements, subject to fulfillment of all legal conditions precedent.

**BE IT FURTHER RESOLVED**, that that subject to fulfillment of all legal conditions precedent, the Chairman, Vice Chairman, and/or President of Dalton Utilities (the “Authorized Officers”) be, and each hereby is, authorized and empowered to take such action and to execute for and on behalf of Dalton Utilities such documents, instruments, and papers which, in the judgment of any of the Authorized Officers, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by any of the Authorized Officers on behalf of Dalton Utilities, and the execution of such agreements, instruments, papers, and documents by any of the Authorized Officers on behalf of Dalton Utilities is herein authorized and shall be conclusive evidence of any such approval.

**BE IT FURTHER RESOLVED**, that all acts and doings of the Authorized Officers in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

**BE IT FURTHER RESOLVED**, that the signature of any Authorized Officer to any of the consents, agreements, instruments, papers, and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of such Authorized Officer to execute and deliver such consents, agreements, instruments, papers, and other documents on behalf of Dalton Utilities.

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken by any of the Authorized Officers of Dalton Utilities relating to or in connection with the proposed transaction be, and the same hereby are, approved, ratified, and confirmed as the duly authorized actions of Dalton Utilities.

**BE IT FURTHER RESOLVED**, that the Secretary or any Assistant Secretary of Dalton Utilities be, and each hereby is, authorized to attest the signature of any officer of Dalton Utilities and impress or attest Dalton Utilities' seal appearing on any agreement, instrument, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Secretary or any Assistant Secretary of Dalton Utilities or Dalton Utilities' seal on any such agreement, instrument, paper or other documents shall not affect its validity or the obligation of Dalton Utilities thereunder.

**BE IT FURTHER RESOLVED**, that all Resolutions or parts thereof of Dalton Utilities in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**BE IT FURTHER RESOLVED**, that these Resolutions shall take effect immediately upon their adoption.

**SO ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF WATER, LIGHT AND SINKING  
FUND COMMISSIONERS OF THE CITY OF  
DALTON, GEORGIA D/B/A DALTON  
UTILITIES

By:\_\_\_\_\_

Chairman

Attest:\_\_\_\_\_

Secretary

(SEAL)

## **EXHIBIT “1”**

### **Easements**

See attached.

Please Return To: Dubberly Law Firm, LLC  
PO BOX 458  
Glennville, GA 30427

## CONSTRUCTION AND MAINTENANCE EASEMENT

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GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3rd day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire to construct a permanent easement as shown on the attached plat.

NOW, THEREFORE, for value received, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY) AND MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, do Hereby grant to the Department of Transportation the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Department may deem proper to support or accommodate the improvement of said road, including the right to construct and maintain any required driveway, within the easement area shown on the attached plat, dated the 8<sup>th</sup> day of November, 2018; revised 16<sup>th</sup> day of May, 2024.

Grantor, in addition to the above, hereby expressly grants to the Department of Transportation, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation said rights being 0 linear feet.

This Agreement is to be construed as a Covenant not to sue as well as a full accord and satisfaction of any and all claims as set out above, and the conveyance hereunder of all claims or rights shall be deemed to be in perpetuity.



We hereby warrant that we have the right to sell and convey said land and bind ourselves, our heirs, executors and administrators forever to defend by virtue of these presents.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to install additional roads on the land without the prior written consent of the Grantor. In connection with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs, or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set my hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered  
this 29th day of May,  
2025, in the presence of:

Jennifer H. Winn (L.S.)  
JENNIFER H. WINN, VICE PRESIDENT  
OF LAND

Kristi L. Dow (L.S.)  
Kristi L. Dow  
Assistant Secretary

Ira P. Baker  
Witness  
Cassandra Faye Stafford  
Notary Public



OGLETHORPE ELECTRIC MEMBERSHIP  
CORPORATION (OGLETHORPE POWER  
COMPANY)

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
ANNALISA M. BLOODWORTH, CEO

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
KIMBERLY D. ADAMS, SECRETARY

\_\_\_\_\_  
Notary Public

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA

Signed, Sealed and Delivered

this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_  
(L.S.)

MEMBER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S.)

MEMBER

\_\_\_\_\_  
Notary Public

Parcel 2

R/W 529

## EXHIBIT "A"

P. I. NO.: 522220  
PARCEL NO.: 2  
COUNTY: Toombs  
DATE OF R/W PLANS: November 8, 2018  
REVISION DATE: May 16, 2024

All that tract or parcel of land lying and being in 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

ALSO, granted is the right to construct and maintain any required slopes within the easement area shown on the attached plat.

Beginning at a point 126.81 feet left of and opposite Station 183+28.79 on the construction centerline of US 1/SR 4 from S of Plant Hatch to S of George Hill /CR 106 on Georgia Highway Project No. 522200; running thence N 84°02'59.1" W a distance of 9.51 feet to a point 136.31 feet left of and opposite station 183+28.79 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 181.19 feet to a point 136.31 feet left of and opposite station 185+09.98 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 18.01 feet to a point 154.32 feet left of and opposite station 185+09.98 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 180.15 feet to a point 154.32 feet left of and opposite station 186+90.13 on said construction centerline laid out for US1/SR4; thence N 84°31'59.0" W a distance of 15.68 feet to a point 170.00 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence N 5°50'34.1" E a distance of 123.01 feet to a point 170.23 feet left of and opposite station 188+13.01 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 22.38 feet to a point 192.61 feet left of and opposite station 188+13.01 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 38.69 feet to a point 192.61 feet left of and opposite station 188+51.69 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 23.85 feet to a point 216.46 feet left of and opposite station 188+51.69 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 156.48 feet to a point 216.46 feet left of and opposite station 190+08.37 on said construction centerline laid out for US1/SR4; thence N 19°26'00.3" E a distance of 342.83 feet to a point 126.75 feet left of and opposite station 193+49.06 on said construction centerline laid out for US1/SR4; thence S 3°37'28.2" W a distance of 243.80 feet to a point 125.86 feet left of and opposite station 191+00.00 on said construction centerline laid out for US1/SR4; thence N 84°58'29.2" W a distance of 9.14 feet to a point 135.00 feet left of and opposite station 191+00.00 on said construction centerline laid out for US1/SR4; thence S 5°50'32.2" W a distance of 407.81 feet to a point 135.00 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence S 84°02'58.2" E a distance of 8.28 feet to a point 126.72 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence S 5°57'47.7" W a distance of 361.21 feet back to the point of beginning. Containing 0.930 acres more or less.

COORDINATE POINTS		
STATIONS	NORTHING	EASTING
PC 190+02.88	709482.2018	596242.3486
PT 194+77.61	709935.6297	596272.8416

Curve 9 ACCESS RD.  
 P1 STA 7+39.91  
 R= 709866.5987  
 E= 596101.6485  
 DELTA= 99°42'13.9" (LT)  
 D= 03'30.00/34'  
 L= 277.44  
 R= 1636.90  
 E= 5.90  
 S.E.= N.C.

Curve 10 ACCESS RD.  
 P1 STA 7+68.9  
 R= 709935.120  
 E= 596066.6063  
 DELTA= 98°07'01.1" (RT)  
 D= 03'30.00/34'  
 L= 278.91  
 R= 1636.90  
 E= 5.90  
 S.E.= N.C.

Curve 4 US 1584  
 P1 STA 192+40.37  
 R= 709710.4123  
 E= 596286.3690  
 DELTA= 04°32'00.1" (LT)  
 D= 00°51'17.75"  
 L= 237.49  
 R= 604.43  
 E= 4.70  
 S.E.= 82

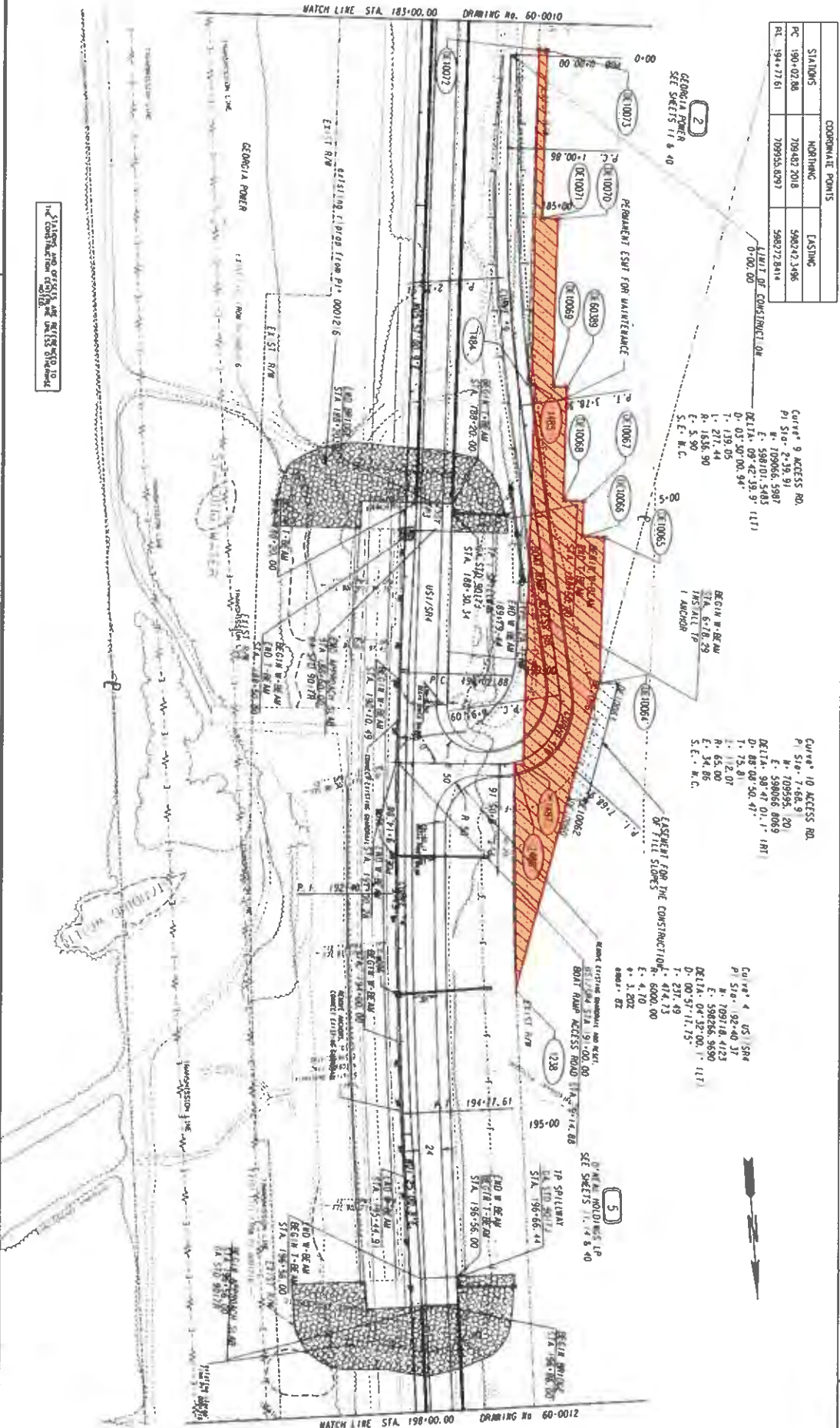
Curve 5  
 P1 STA 196+66.44  
 R= 709710.4123  
 E= 596286.3690  
 DELTA= 04°32'00.1" (LT)  
 D= 00°51'17.75"  
 L= 237.49  
 R= 604.43  
 E= 4.70  
 S.E.= 82

PROPERTY AND EXISTING ROW LINE  
 CONSTRUCTION ROW LINE  
 EASEMENT FOR CONSTRUCTION  
 EASEMENT FOR CONSTRUCTION  
 EASEMENT FOR CONSTRUCTION

SCALE IN FEET  
 0 50 100 200

DATE	REVISIONS	DATE	REVISIONS
09/01/18	01		
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09/01/18	04		
09/01/18	05		
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09/01/18	10		

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY MAP  
 PROJECT NO. 100800-054-001023  
 COUNTY: FLORENCE  
 LAND DISTRICT: A1A  
 DATE: 02/09/18  
 SHEET: 0251  
 DRAWING NO. 60-0011





DE6001	30.1, 1.6	26.1/25.84	US1/584
DE6002	30.0, 0.0	25.47/25.09	US1/584
DE6003	30.0, 0.0	25.47/25.14	US1/584
DE6004	105.00, 0.0	280.5/20.00	US1/584
DE6005	105.00, 0.0	5.6/20.22	US1/584
DE6006	105.00, 0.0	259.4/1.99	US1/584
DE6007	50.1, 2.4		
DE6008	5.17/3.04, 3.7		
DE6009	91.5, 1.7		
DE6010	105.00, 0.0	209.1/4.58	US1/584
DE6011	105.00, 0.0	5.28/35.61.5	US1/584
DE6012	116.58, 0.0	247.6/6.89	US1/584
DE6013	105.00, 0.0	8.18/20.12, 1.7	US1/584
DE6014	105.00, 0.0	244.5/1.74	US1/584
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DE6264	105.00, 0.0		
DE6265	105.00, 0.0		
DE6266	105.00, 0.0		
DE6267	105.00, 0.0		
DE6268	105.00, 0.0		
DE6269	105.00, 0.0		
DE6270	105.00, 0.0		
DE6271	105.00, 0.0		
DE6272	105.00, 0.0		
DE6273	105.00, 0.0		
DE6274	105.00, 0.0		
DE6275	105.00, 0.0		
DE6276	105.00, 0.0		
DE6277	105.00, 0.0		
DE6278	105.00, 0.0		
DE6279	105.00, 0.0		
DE6280	105.00, 0.0		
DE6281	105.00, 0.0		
DE6282	105.00, 0.0		
DE6283	105.00, 0.0		
DE6284	105.00, 0.0		
DE6285	105.00, 0.0		
DE6286	105.00, 0.0		
DE6287	105.00, 0.0		
DE6288	105.00, 0.0		
DE6289	105.00, 0.0		
DE6290	105.00, 0.0		
DE6291	105.00, 0.0		
DE6292	105.00, 0.0		
DE6293	105.00, 0.0		
DE6294	105.00, 0.0		
DE6295	105.00, 0.0		
DE6296	105.00, 0.0		
DE6297	105.00, 0.0		
DE6298	105.00, 0.0		
DE6299	105.00, 0.0		
DE6300	105.00, 0.0		
DE6301	105.00, 0.0		
DE6302	105.00, 0.0		
DE6303	105.00, 0.0		
DE6304	105.00, 0.0		
DE6305	105.00, 0.0		
DE6306	105.00, 0.0		
DE6307	105.00, 0.0		
DE6308	105.00, 0.0		
DE6309	105.00, 0.0		
DE6310	105.00, 0.0		
DE6311	105.00, 0.0		
DE6312	105.00, 0.0		
DE6313	105.00, 0.0		
DE6314	105.00, 0.0		
DE6315	105.00, 0.0		
DE6316	105.00, 0.0		
DE6317	105.00, 0.0		
DE6318	105.00, 0.0		
DE6319	105.00, 0.0		
DE6320	105.00, 0.0		
DE6321	105		

[illegible]

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY TABLES

NO. E0500-0545-001023)  
APPLING & TOWERS

NO. N/A  
STRICT: N/A

60-0000



RETURN TO: DUBBERLY LAW FIRM, LLC  
P.O. BOX 458  
GLENNVILLE, GA 30427

## GEORGIA DEPARTMENT OF TRANSPORTATION

### DRIVEWAY EASEMENT

GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3<sup>rd</sup> day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire the right to an easement for the construction of a driveway as shown on the attached plat. The construction beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220.

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY), MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA AND CITY OF DALTON, hereby grant to the Department of Transportation the right to enter upon my land for the purpose of constructing driveways within the driveway easement area shown on the attached plat, dated the 8<sup>th</sup> day of November, 2018; revised 16th day of May, 2024.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to

install additional driveways on the land without the prior written consent of the Grantor. In connection with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set our hands and seals the day above written.

**GEORGIA POWER COMPANY**

Signed, Sealed and Delivered  
this 29th day of May,  
2025, in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[Signature] (L.S.)  
JENNIFER H. WINN, VICE PRESIDENT  
OF LAND

[Signature] (L.S.)  
Kristi L. Dow  
Assistant Secretary



Parcel No. 1A

Rev. 08-01-2010



OGLETHORPE ELECTRIC MEMBERSHIP  
CORPORATION (OGLETHORPE POWER  
COMPANY)

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
ANNALISA M. BLOODWORTH, CEO

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
KIMBERLY D. ADAMS, SECRETARY

\_\_\_\_\_  
Notary Public

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
MEMBER

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
MEMBER

\_\_\_\_\_  
Notary Public

CITY OF DALTON

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (L.S.)  
2025, in the presence of: ANNALEE SAMS, MAYOR

\_\_\_\_\_  
Witness BERNADETTE CHATTAM, CITY CLERK (L.S.)

\_\_\_\_\_  
Notary Public

Parcel No. 1A

Rev. 08-01-2010

## EXHIBIT "A"

P. I. NO.: 522220  
PARCEL NO.: 1A  
COUNTY: Toombs  
DATE OF R/W PLANS: November 8, 2018  
REVISION DATE: May 16, 2024

### Driveway Easement One

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220; running thence N 35°58'20.9" W a distance of 30.27 feet to a point 134.86 feet left of and opposite station 136+88.44 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 135.21 feet left of and opposite station 137+18.47 on said construction centerline laid out for US1/SR4; thence N 48°33'56.9" E a distance of 29.22 feet to a point 115.97 feet left of and opposite station 137+40.54 on said construction centerline laid out for US1/SR4; thence S 5°55'25.5" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.

### AND

### Driveway Easement Two

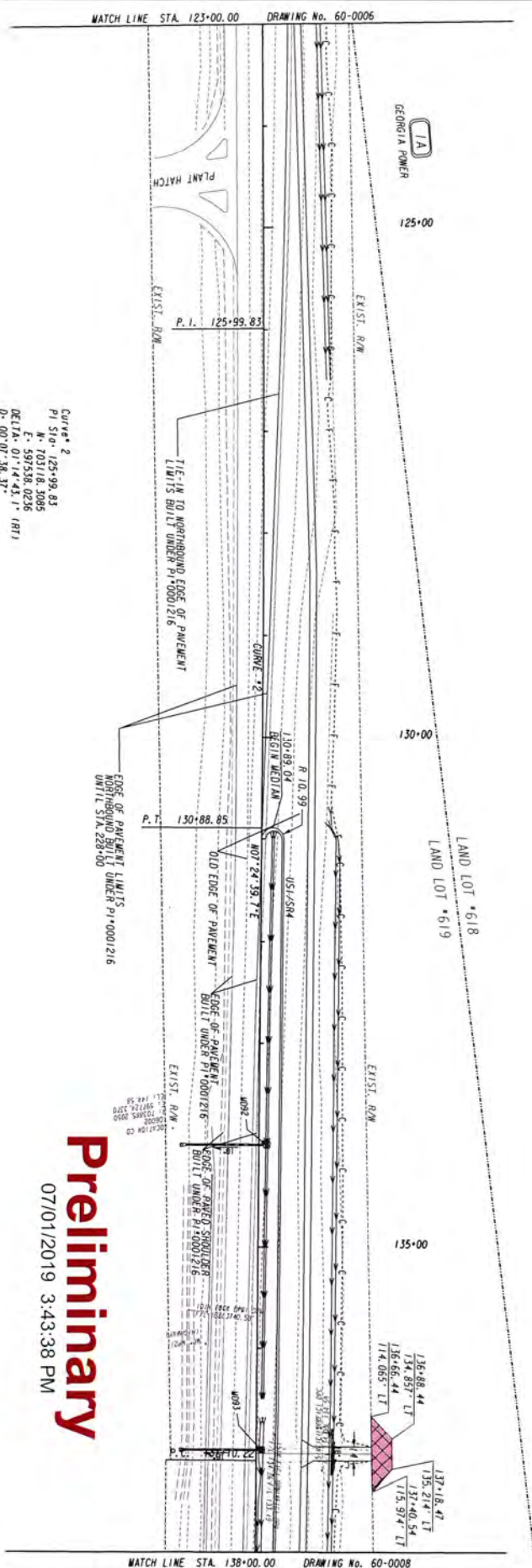
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COORDINATE POINTS		
STATIONS	NORTHING	EASTING
PI	125+99.83	703117.9944
PC	137+10.22	704219.4567

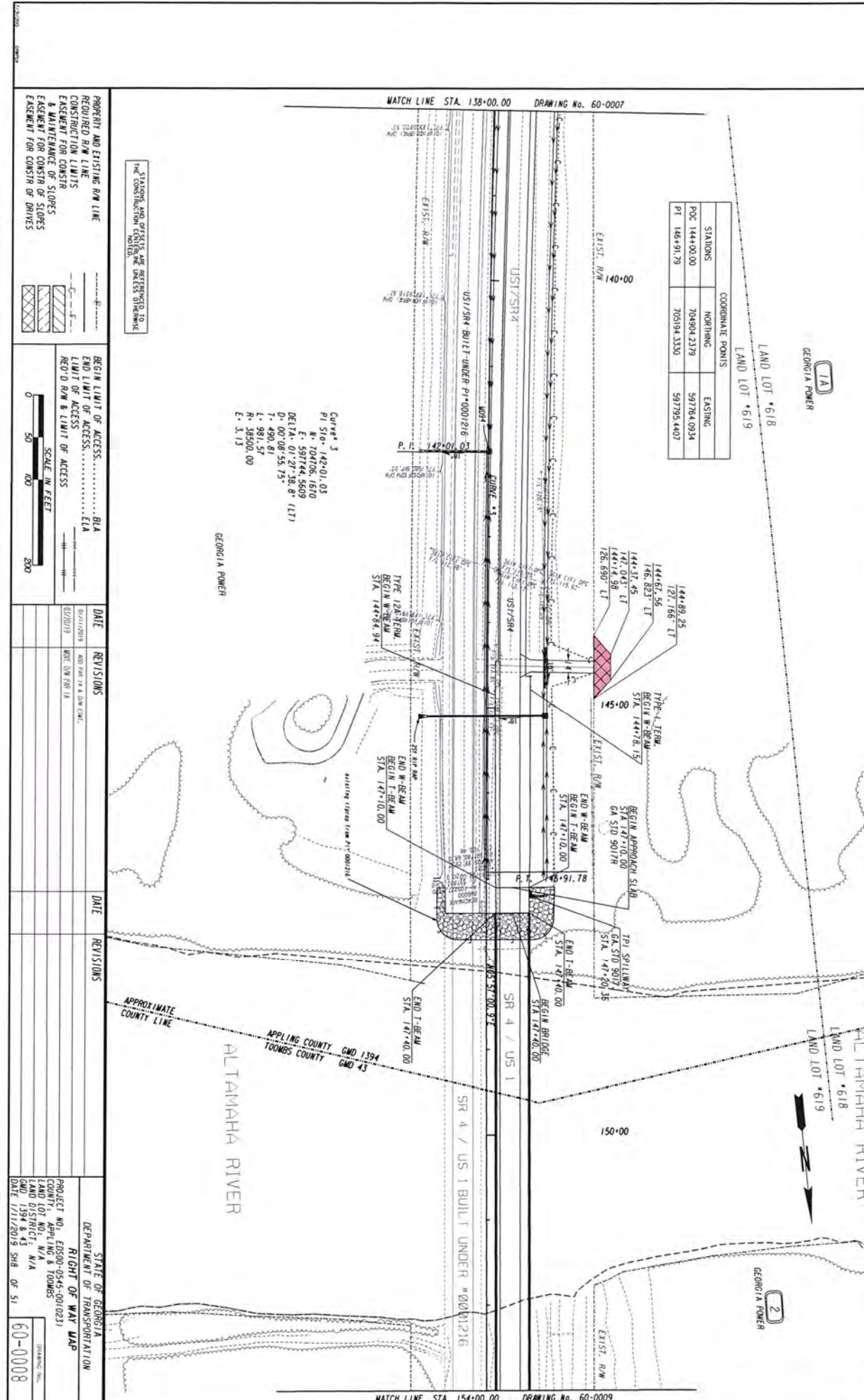


**Preliminary**  
07/01/2019 3:43:38 PM

07/01/2019 3:43:38 PM

PROPERTY AND EXISTING ROW LINE REQUIRED ROW LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES				
	<p>BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS ROW LIMIT OF ACCESS</p> <p>SCALE IN FEET</p>			
DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP
02/17/2019	ADD ROAD L.A. & ROW EASEMENT			PROJECT NO.: E2000-0545-001(023)
02/20/19	ADD (AND) LABEL (P.W.)			COUNTY: APPLING LAND LOT NO.: N/A LAND DISTRICT: N/A
				DATE: 2/09/2018 SHZ 0651
				DRAWING NO.: 60-0007









RETURN TO: DUBBERLY LAW FIRM, LLC  
P.O. BOX 458  
GLENNVILLE, GA 30427

## GEORGIA DEPARTMENT OF TRANSPORTATION

### DRIVEWAY EASEMENT

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The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to install additional roads on the land without the prior written consent of the Grantor. In connection

with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs, or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set our hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered  
this 29th day of May,  
2025, in the presence of:

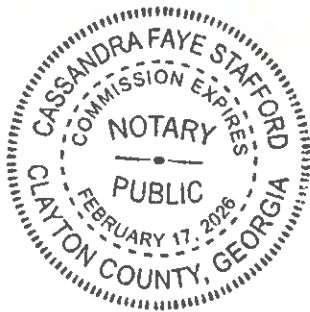
Jennifer H. Winn (L.S.)  
JENNIFER H. WINN, VICE PRESIDENT  
OF LAND

Lia P. Boh  
Witness

Kristi L. Dow (L.S.)

**Kristi L. Dow**  
Assistant Secretary

Cassandra Faye Stafford  
Notary Public



Parcel No. 1A

Rev. 08-01-2010

OGLETHORPE ELECTRIC MEMBERSHIP  
CORPORATION (OGLETHORPE POWER  
COMPANY)

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
ANNALISA M. BLOODWORTH, CEO

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
KIMBERLY D. ADAMS, SECRETARY

\_\_\_\_\_  
Notary Public

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA

Signed, Sealed and Delivered

this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_  
(L.S.)

MEMBER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S.)

MEMBER

\_\_\_\_\_  
Notary Public

CITY OF DALTON

Signed, Sealed and Delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

\_\_\_\_\_(L.S.)  
ANNALEE SAMS, MAYOR

\_\_\_\_\_  
Witness

\_\_\_\_\_(L.S.)  
BERNADETTE CHATTAM, CITY CLERK

\_\_\_\_\_  
Notary Public

Parcel No. 1A

Rev. 08-01-2010

## EXHIBIT "A"

P. I. NO.: 522220  
PARCEL NO.: 1A  
COUNTY: Toombs  
DATE OF R/W PLANS: November 8, 2018  
REVISION DATE: May 16, 2024

### Driveway Easement One

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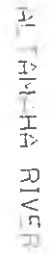
LAND LOT 618  
LAND LOT 619

GEORGIA POWER

I  
I  
I  
I  
I  
I  
I  
I  
I  
I

LAND LOT 619

GEORGIA POWER



WATCH LINE STA. 138+00.00 DRAWING No. 60-0007

MATCH LINE STA. 154+00.00 DRAWING No. 60-0009

Curve 3  
P1 510-142.01, 03  
W. 104706, 1570  
E. 591744, 5609  
DETA: 01.27 38.8° 17'  
D: 00.08.55, 75.  
T: 490, 81  
L: 981, 57  
R: 30500, 00  
E: 3, 13

GEORGIA POWER

APPROXIMATE  
COUNTY LINE

60-0005	JAN 28 1967
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DELIVERY END PAR 145X170 DE6117 REC'D DENT EAST 1

[illegible]

1510

30.69 8 5.57