IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA

THE GLYNN ENVIRONMENTAL COALITION, INC. and JANE FRASER, Plaintiffs, v. SIA PROPCO II, LLC, COUNTY OF GLYNN, GEORGIA, and JOHN AND JANE DOES Defendants.	*	Case No. CE25-01130 [1] Judge Kelley

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PLAINTIFFS' MOTION FOR POST-JUDGMENT CONTEMPT AND BRIEF IN SUPPORT

The Glynn Environmental Coalition, Inc., and Jane Fraser (collectively, "Plaintiffs") submit this brief in support of their Motion for Post-Judgment Contempt. Plaintiffs bring this Motion against Glynn County, Georgia ("Glynn County") and John and Jane Does (collectively, the "Defendants"), for the County's ongoing efforts to construct a roundabout in violation of the Court's Final Order. Plaintiffs respectfully request that the Court grant their Motion and award Plaintiffs appropriate relief for the following reasons:

I. BACKGROUND

Glynn County is once again attempting to impermissibly encroach on Twitty Park to create a roundabout or other roadworks at the corner of Sea Island Road and Frederica Road. That effort

[1] This contempt action is based on a violation of the Court's Final Order in prior civil action number CE16-00025-063, a copy of which Plaintiffs attach to this Motion as **Exhibit 1**. Although "a motion to hold a party in contempt is not a new civil action[,]" *Cook v. Smith*, 288 Ga. 409, 412, (2010) (quotation omitted), Uniform Superior Court Rule 39.2 and O.C.G.A. § 15-6-61(a)(4)(A) nevertheless require the Superior Court Clerk to assign a new docket number to Plaintiffs' Motion for Post-Judgment Contempt. *See Cowart v. Ga. Power Co.*, 362 Ga. App. 574, 580 (2022). And because this Motion is not a new matter, but is a continuation of the prior civil action, it should be assigned to the Division and Judge who entered the Final Order. *Cf. id.* at 246 ("If a contempt action is filed and a new case number is given, it is" the policy of other similarly situated Superior Court Clerk's offices "to assign that contempt action to the Division and Judge who entered the final order.").

would do a disservice to Glynn County's citizens no matter what—but it is especially troublesome when (1) the public trust doctrine prevents it; (2) the deed document through which Glynn County received the park prevents it; and (3) a prior order of this Court prevents it.

Over 100 years ago, T.L. Cain deeded Twitty Park to Glynn County, under the condition that it be held as a public park. If it is ever *not* held as a public park, title to the park reverts (and Plaintiffs own the relevant reverter interest). Despite the restrictions on the land in this deed, Glynn County purportedly alienated Twitty Park in 1982, and the park purportedly passed through a series of prior commercial property holding companies. In 2016, Glynn County and the then-current alleged holder of Twitty Park's title proposed a land swap so that Glynn County could develop a roundabout and roadworks in Twitty Park.

Plaintiffs sued to enjoin that swap and development. The case proceeded for years, and, in 2019, this Court entered its Final Order upholding Plaintiffs' position and protected Twitty Park (the "2019 Order"). This Court also held that Glynn County's 1982 attempt to alienate Twitty Park was invalid.[2] And it held that both the original T.L. Cain Deed ("Cain Deed") and the public trust doctrine prevented Twitty Park from being alienated.[3] Understandably, it declined to remove the roadworks that had *already* been made near the park—i.e. the 1958 reconfiguration of the roadway from Sea Island and the prior expansion of the Frederica Road right-of-way.[4] And it only allowed the already-accomplished Frederica Road right-of-way expansion because it represented the "use of a *small* portion of the property as a public right-of-way."[5]

But now, Glynn County has planned its most severe encroachment on Twitty Park since its prior *ultra vires* attempt to entirely alienate that public land. Specifically, it has planned a

[2] *See* Ex. 1.
[3] *See id*. at 10–11.
[4] *Id.* at 12.
[5] *Id*. (emphasis added).

roundabout and other roadworks that would impermissibly encroach on nearly half of Twitty Park's total acreage (the "Roundabout Project"). These plans were first reported in The Brunswick News no later than October 2021.[6] In June 2022, the Glynn County Board of Commissioners (the "Board") unanimously approved funding for the engineering and design of the Roundabout Project,[7] and it continued its efforts over the next few years.[8]

By at least January 2025, Glynn County was negotiating the terms of an agreement with Georgia Power Company ("Georgia Power") related to the Roundabout Project.[9] Under this agreement, Georgia Power would remove, relocate, or make certain adjustments to Georgia Power's existing facilities to allow Glynn County to complete the Project. On July 17, 2025, the Board approved a "Utility Relocation Agreement" with Georgia Power to that effect.[10] That approval authorized Glynn County to reimburse Georgia Power "up to $800,000 for the relocation of electric transmission lines, with funding to be provided by future Capital Project funding, relating to the Frederica Road and Sea Island Road Roundabout Project."[11]

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[6] Gordon Jackson, *New Roundabout Coming to SSI*, BRUNSWICK NEWS (Oct. 20, 2021), https://thebrunswick-news.com/news/local_news/new-roundabout-coming-to-ssi/article_152a39f7-e1e3-52cb-b76a-8b751a892841.html.

[7] Gordon Jackson, *County Approves Roundabout Design Funding*, BRUNSWICK NEWS (June 3, 2022), https://thebrunswicknews.com/news/local_news/county-approves-roundabout-design-funding/article_efe0a044-edb7-52ba-b20c-922e19dc89b4.html.

[8] *Frederica/Sea Island Roundabout*, OPENGOV.COM, https://stories.opengov.com/glynncountyga/published/fvhqImKT9 (last accessed Aug. 12, 2025).

[9] See a January 17, 2025 email from William Fallon to several Glynn County Commissioners, which Plaintiffs attach to this Motion as **Exhibit 2**.

[10] *See Agenda: Regular Meeting*, GLYNN CNTY., GA. (July 17, 2025), https://granicus_production_attachments.s3.amazonaws.com/glynncounty/f63ce607826f74d7c8d73a915680dd7c0.html (consent agenda item number 16); *Agenda Item No. 16: Item Cover Page*, GLYNN CNTY., GA. (July 17, 2025), https://d2kbkoa27fdvtw.cloudfront.net/glynncounty/2262d77ece0776717d1567d2d028f4320.pdf (including a link to the Utility Relocation Agreement in the "Attachments" section of this document); Glynn County, County Commission Meeting 7/17/2025, at 26:29–27:00 (YouTube, July 17, 2025), https://www.youtube.com/watch?v=s-GUr9tiRDk (unanimously approving all consent agenda items, including item number 16). Plaintiffs also attach, as **Exhibit 3** to their Motion, the Utility Relocation Agreement between Glynn County and Georgia Power which was signed by representatives of the Board on July 17, 2025.

[11] *Agenda Item No. 16: Item Cover Page*, GLYNN CNTY., GA. (July 17, 2025), https://d2kbkoa27fdvtw.cloudfront.net/glynncounty/2262d77ece0776717d1567d2d028f4320.pdf.

Exhibit A to the Utility Relocation Agreement illustrates, in detail, the scope of Georgia Power's removal work.[12] If allowed, Georgia Power's work would devastate Twitty Park: Georgia Power's utility construction and related easements would cover 40% of the public's land, including numerous 200-year-old trees oak trees that are enjoyed by the public. Specifically, Georgia Power's work would remove approximately 0.550 acre from North Twitty Park's 0.89 acre, while that work would remove approximately 0.255 acre of the 1.1 acres that make up South Twitty Park. Standing alone, these Georgia Power encroachments on over 40% of the Park's space would violate the Court's 2019 Order, the Cain Deed, and the public trust doctrine more broadly.

But the County's plans get worse. The Utility Relocation Agreement is only the first step to Glynn County's complete alteration of Twitty Park. As of the date of this Motion's filing, Glynn County is still pursuing the Roundabout Project.[13] Construction of the Roundabout would only further destroy land that this Court held may not be disposed of until it "is no longer used by the public or is unsuitable for such use."[14] A comparison of Twitty Park's current landmass to Glynn County's proposed changes demonstrates the County's latest *ultra vires* attempt to entirely alienate that public land. Here is the current landmass of Twitty Park, as seen by Google Satellite[15] imagery:

[12] *See* Ex. 3.
[13] *Capital Projects Reporting*, GLYNN CNTY., GA., https://stories.opengov.com/glynncountyga/fa3075f4-689f-495a-a38c-84fe955dd88c/published/1eB9jMRnq?currentPageId=659877aa19dead72061869fb (last accessed Aug. 12, 2025).
[14] *See* Ex. 1 at 4–5.
[15] GOOGLE MAPS, "Twitty Park", 1 result (August 27, 2025), https://maps.app.goo.gl/ynMNGrw1CGVQhKhQ8.

Here is Glynn County's own (likely optimistic) projection of the Roundabout Project:[16]

[16] *Frederica & Sea Island Roundabout*, GLYNN CNTY. GA., https://www.glynncounty.org/government/departments/capital-development/capital-projects/frederica-sea-island-roundabout (last accessed on August 27, 2025).

The public is still using Twitty Park with no plans to stop doing so. Because the Roundabout Project and its constituent elements are an *ultra vires* attempt by Glynn County to dispose of public land, Plaintiffs now bring this Motion.[17]

II. ARGUMENT AND CITATION OF AUTHORITY

The Court has jurisdiction to enforce the mandates of its 2019 Order against Glynn County, including in these proceedings and through this procedural vehicle. It should do so, because Glynn County has violated the Order and has imminent, concrete plans to continue violating the Order. And it should accomplish this goal by entering the suggested language contained below in Section II.C, which will prevent Glynn County from further violating the 2019 Order and violating the Cain Deed, but which is tailored to be as flexible as possible for the County's stated objectives while still protecting the public.

A. This Court has jurisdiction and enforcement power.

This Court has jurisdiction to grant Plaintiffs' Motion for Post-Judgment Contempt. *See Cowart v. Ga. Power Co.*, 362 Ga. App. 574, 578–81 (2022) ("A review of the petition and its exhibits thus shows that the petition served to initiate a post-judgment contempt proceeding—rather than a wholly new action—over which the superior court retained inherent power for the purpose of enforcing its orders." (cleaned up and omitting citation)). Moreover, this Court "has wide discretion to determine whether its orders have been violated." *Sutherlin v. Sutherlin*, 301 Ga. 581, 582 (2017) (cleaned up and omitting citation). While trial courts are "not authorized to modify a previous decree in a contempt order," they are "always empowered to interpret and clarify [their] own orders." *Id.*

[17] *See* Ex. 1 at 4–5.

B. Glynn County has violated the 2019 Order.

The Court should exercise its contempt power here because Glynn County has violated the 2019 Order (in addition to the Cain Deed and the public trust doctrine that underlie it). The Court's 2019 Order commands that Twitty Park be maintained as a park for the public. It notes that Twitty Park is "not held by the County without encumbrance. Rather, it is property held by the public for which the County is merely the trustee."[18] The 2019 Order invalidated the purported 1982 alienation of Twitty Park because through that alienation, "the public lost the only vehicle available to it to seek enforcement of the use-restriction imposed by Cain."[19] So the Court not only held that Twitty Park must be preserved as a public park (absent action by the General Assembly), it held that the public has an unambiguous right to enforce that command. And though it refused to issue a preemptive mandamus prescribing a "general course of conduct," it was very clear that the Cain Deed was not open to interpretation.[20] Rather, "[t]he deed speaks for itself."[21] The Court could not have been clearer in its 2019 Order: Glynn County may not reappropriate Twitty Park for other uses. It cannot simply hope that the passage of six years renders that 2019 Order a nullity.

None of Glynn County's anticipated objections survive scrutiny. Plaintiffs anticipate that the County will argue that the Cain Deed contains two conveyances and dedications—the first for a public park and the second for a road to Sea Island.[22] It will further note that this Court allowed minor modifications to the 1924 right-of-way, and it did not force the County to tear up the 1958 reconfiguration or the prior Frederica Road widening.[23] Based on those pragmatic allowances for long-finished construction that cannot be easily undone, Glynn County will likely argue it has

[18] Ex. 1 at 10.
[19] *Id.*
[20] *Id.* at 13.
[21] *Id.* (emphasis added)
[22] Plaintiffs attach a copy of the Cain Deed to this Motion as **Exhibit 4**.
[23] *Id.*

carte blanche for any future deviation from the Cain Deed as long as it maintains some shred of Twitty Park and does not alienate the whole parcel, as it tried to the last time. That interpretation is wrong, and the extensive damage the Roundabout Project contemplates shows why.

Georgia Power's work under the Utility Relocation Agreement alone would use far more than a "small portion" of Twitty Park. As Exhibit A to that agreement demonstrates, Georgia Power has agreed to complete work for Glynn County that would eliminate over 40% of what's left of Twitty Park.[24] This is inherently inconsistent with the Cain Deed's requirement that the property at issue be used as a right-of-way to Sea Island and a public park.[25] And if Glynn County is allowed to complete the Roundabout, then its construction would only further encroach on the land this Court determined was held by Glynn County for use as a public park.[26] Relying on this anticipated argument would create an exception that swallows the rule within the 2019 Order. The Court's final and emphatic language within that 2019 Order demonstrates that it intended no such exception. Just because the Court did not previously force Glynn County to tear up Frederica Road, the County does not enjoy permanent future license to tear up 40+% of Twitty Park. Doing so would create an absurd result that would fly in the face of the restrictions that T.L. Cain incorporated in the deed when he generously gave the land to the County to be used as a park, not as a freeway.[27]

For these reasons, the Court should find that Glynn County has violated its 2019 Order by executing the Utility Relocation Agreement and that it intends to continue doing so through its completion of the Roundabout Project.

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[24] *See* Ex. 3.
[25] *See generally* Ex. 4.
[26] Ex. 1 at 11–12.
[27] Popular lyricists have understood the distinction since the 1970s, even if Glynn County performatively fails to grasp it now. Joni Mitchell, for instance, clearly articulated the difference when she decried efforts to "pave[] paradise and put up a parking lot." JONI MITCHELL, *Big Yellow Taxi*, *on* Ladies of the Canyon (Reprise Records 1970).

C. Requested Remedy

This Court's discretion also extends to the remedies it may craft for Glynn County's contempt. "The purpose of civil contempt is to provide a remedy and to obtain compliance with the trial court's orders." *Smith v. Smith*, 293 Ga. 563, 564 (2013) (cleaned up and omitting citation). Under O.C.G.A. § 23-4-31, "[a] superior court shall have full power to mold its decrees so as to meet the exigencies of each case and shall have full power to enforce its decrees when rendered." *Id.* (quoting O.C.G.A. § 23-4-31). So while a court may not modify its previous order within a contempt proceeding, "it may exercise its discretion to craft a remedy for contempt, including remedying harm caused to an innocent party by the contemptuous conduct." *Id.* (citation omitted).

Considering this, the Court should craft relief that remedies Plaintiffs' harm caused by Glynn County's contemptuous conduct. This Court should do so by declaring that: (1) the work described by the Utility Relocation Agreement violates the public trust doctrine; (2) Glynn County's actions resulting in the execution of the Utility Relocation Agreement were *ultra vires*; and (3) Glynn County's execution of the Utility Relocation Agreement was void *ab initio*. Additionally, the Court should declare that the Roundabout Project, in its current form: (1) violates the public trust doctrine; (2) violates the conditions of the Cain Deed; and (3) Glynn County lacks the authority under the public trust doctrine or the Cain Deed to complete such a project that would convert any portion of Twitty Park from a public park into a roundabout or other road use.

Given Glynn County's years-long, ongoing contemptuous conduct, this Court should also order "in definite terms as to the duties thereby imposed" on Glynn County to coerce "future compliance with a prior court order." *See Cowart*, 362 Ga. App. at 586 (cleaned up and omitting citations). And so, the Court should order Glynn County as follows:

> Because the Roundabout Project, if completed as planned, would violate Glynn County's duties as trustee of Twitty Park and the terms of the Cain Deed, Glynn

> County has two options for purging its contempt: it can either revise the Roundabout Project such that it does not encroach on Twitty Park, or it can abandon the project all together. If Glynn County violates the terms of this Order, penalties shall be enforced against Glynn County, including (1) the payment of any attorney's fees incurred by Plaintiffs, (2) a permanent injunction against actions that violate its duties as trustee of Twitty Park, and/or (3) appointment of a special master to conduct ongoing inspections of Twitty Park to evaluate Glynn County's compliance with this Order and report any violation of that Order to this Court. If there is a second violation of the terms of this Order, the Court shall retain the right to impose additional fines and penalties, and if less than substantial evidence is presented to justify the continued violation of the Court's order, the Court will consider terminating all privileges of Glynn County to conduct roadwork at the intersection of Sea Island Road and Frederica Road that is likely to encroach on Twitty Park.

Cf. id. at 584. Such language does not unconditionally require Glynn County to abandon the Roundabout Project; instead, it gives Glynn County the option of reforming the Roundabout Project or abandoning it completely. Plaintiffs' recommended remedy therefore does not constitute an impermissible criminal contempt sanction with no opportunity to purge. *See id.* at 586. Such language, moreover, will put Glynn County on clear notice that multiple violations of the Court's Order could result in a termination of its ability to conduct roadwork likely to impermissibly encroach on the public park at issue "and that the superior court necessarily would be authorized to craft a remedy to effectuate that result[.]" *See id.* at 586–87.

III. CONCLUSION

For the reasons above, the Court should GRANT Plaintiffs' Motion for Post-Judgment Contempt and craft relief that remedies the harm caused by Glynn County's ongoing contemptuous conduct.

Respectfully submitted this 2nd day of September, 2025.

[Signature on following page]

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Exhibit 1

IN THE SUPERIOR COURT OF GLYNN COUNTY

STATE OF GEORGIA

THE GLYNN ENVIRONMENTAL COALITION, INC. and JANE FRASER,	)	
Plaintiffs,	)	
v.	)	Civil Action No. CE16-00025-063
SIA PROPCO II, LLC, GLYNN COUNTY, GEORGIA, and JOHN and JANE DOES,	)	
Defendants.	)	

FINAL ORDER

This case is before the Court on motions for summary judgment filed by Plaintiffs, Defendant SIA Propco II, LLC, and Defendant Glynn County. The case relates to the ownership and use of real property in Glynn County known as "Twitty Park."

As the Court noted in its April 10, 2017 order denying the County's motion to dismiss and SIA's motion for judgment on the pleadings; back in 1924, T. L. Cain conveyed by deed to the County two tracts of land ("Twitty Park") for two purposes; to wit,

> [T]he first tract of land is conveyed to the second part for the purpose of a right of way for a road from St. Simons to [Sea Island]; and the second tract of land is conveyed for the purpose of a park for the use and benefit of the public.[1]

Immediately following this language, the deed provides:

> [I]t is understood and agreed that if the lands should ever cease to be used for such purposes then the title to the same shall revert to the first party.[2]

In 1958, the County bisected Twitty Park by constructing through it the right-of-way known as Sea Island Road, thereby reshaping it into the present two tracts.[3]

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[1] See Plaintiffs' Verified Complaint, Exhibit A (the "Cain Deed").
[2] *Id.*
[3] Plaintiffs' Verified Complaint, ¶ 14; see Plaintiffs' Statement of Undisputed Facts in Support of Summary

In 1982, and as part of a land swap, the County conveyed Twitty Park to the Sea Island Company ("SIC") with the same restrictions as those contained in the original Cain Deed.[4] In negotiations preceding the land swap, Sea Island expressed concern about the appropriateness of the 1958 extension of Sea Island Road through Twitty Park and abandonment of the former "Y""s on either side of the property.[5] It also expressed concern with respect to the reversionary interest contained in the Cain Deed, noting that "[SIC] will face the constant threat of having someone move to set aside the deed from the County to it conveying Twitty Park."[6]

In 2007, SIC granted two private-access easements onto and across one parcel of Twitty Park for use of SIC's adjacent professional site.[7]

In 2010, SIC conveyed Twitty Park to Sea Island Acquisition ("SIA").[8] In 2014, SIA conveyed the property to SIA Propco, LLC, the current record owner of the property.[9]

In their motion for summary judgment, plaintiffs ask the Court for the following relief:

- *Summary Judgment on Claim One.* Plaintiffs seek a declaration that (i) the public trust doctrine applies to Twitty Park; (ii) the County's actions resulting in the transfer of Twitty Park to SIC were *ultra vires*; and (iii) the County's conveyance of Twitty Park to SIC, as well as all subsequent transfers of Twitty Park, are void. Plaintiffs also ask the Court to issue an order prohibiting the County from alienating or abandoning use of Twitty Park as a public park absent special legislation from the Georgia General Assembly and approval by referendum of the citizens of Glynn County.

Judgment, ¶ 3, Exhibit A.

[4] "[The County] hereby grants and conveys unto [SIC], its successors and assigns, the following described real property, ... to be held by it and them, for the uses and purposes set out in a deed from T.L. Cain to [the County] dated January 16, 1924 ... and for none other. Reference is hereby made to said deed and to the plat attached thereto, and ... for a full and complete understanding of the limitations upon the use of said real property set out therein, and for all other purposes." See *id.* at Exhibit B.

[5] See Plaintiffs' Statement of Undisputed Facts in Support of Motion for Summary Judgment, Exhibit C ("Incidentally, I should appreciate your letting me know whether or not Glynn County obtained a quit-claim deed from the heirs of T.L. Cain when it extended Sea Island [R]oad through Twitty Park and abandoned the former 'Y's' on either side of the park? Then too, was there any Commission action taken at the time the road was extended respecting the abandonment of the 'Y's' and making them a part of the park?").

[6] See *id.* at Exhibit D.

[7] See Plaintiffs' Verified Complaint, Exhibit C.

[8] See *id.* at Exhibit E.

[9] See *id.* at Exhibit F. The parties do not dispute that the copies of the 1982, 2010, and 2014 deeds attached to Plaintiffs' Verified Complaint are true and correct copies thereof.

- *Partial Summary Judgment on Claim Three.* Plaintiffs seek a declaration that "the portions of Original Twitty Park developed as Sea Island Road and Frederica Road reverted back to [them] when Glynn County caused (i) Sea Island Road to bisect the Original Twitty Park and (ii) Frederica Road to expand into the Original Twitty Park."[10] They also ask the Court to "declare Sea Island Road and Frederica Road as a public accommodation which is also subject to the Public Trust Doctrine."[11]

- *Summary Judgment on Claims Four and Five.* Plaintiffs ask the Court to issue a writ of mandamus (i) directing the County to hold and maintain Twitty Park as a public park for the use and benefit of the citizens of Glynn County and (ii) prohibiting the County from developing Twitty Park for any use other than a public park.[12]

- *Alternatively, Summary Judgment on Claim Two and/or Claim Three.* If the Court does not grant the relief requested, plaintiffs ask it to grant summary judgment on Claims Two and/or Three by declaring that title to Twitty Park reverted to them and/or the County.[13]

After carefully considering the parties' briefs, argument by counsel, and the entire record before it, the Court hereby **FINDS** as follows:

1. The Court's April 10, 2017 Order.

As an initial matter, plaintiffs ask the Court to grant its motion based solely on the findings made by the Court in its April Order, in which it denied the County's motion to dismiss and SIA Propco's motion for judgment on the pleadings. Where the Court finds that nothing in its April Order would entitle plaintiffs to summary judgment on the merits of each of their claims, however, plaintiffs' motion for summary judgment on this basis is hereby **DENIED.**

2. The 1982 Conveyance of Twitty Park from the County to SIC.

At the heart of this case is a single question of law – did the County have the authority to convey Twitty Park – a park accepted by the County with a right of reverter to T. L. Cain[14], dedicated to public use, and which had not abandoned by the public – to SIC in 1982? While the

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[10] Plaintiffs' Brief in Support of their Motion for Summary Judgment, p. 3.
[11] *Id.*
[12] *Id.*
[13] *Id.*
[14] The Court finds that the language in the Cain deed most reasonably creates either a fee simple determinable with the grantor and his heirs retaining a possibility of reverter or a fee simple subject to a condition subsequent with a right of reentry. See Memo from University of Georgia Professor James Smith, dated March 3, 2017.

Georgia cases on this issue involve municipalities instead of county governments, the Court finds the logic of the courts in those cases to be persuasive. As a general matter,

> [t]here appears from the authorities to be a clear distinction between property purchased by a municipal corporation and held for use by it as an entity, or in its proprietary capacity, and property purchased [or held] by the city for the public use and benefit of its citizens. The title and power of disposition of property acquired for strictly corporate purposes and held in its proprietary capacity are different from the title to property acquired for and dedicated to the public use of its inhabitants. As to the former, the power to dispose is unquestioned, but as to the latter, in the absence of express legislative authority, it is only where the public use has been abandoned or the property has become unsuitable or inadequate for the purpose for the purpose to which it was dedicated that the city has power to dispose of such property.[15]

Indeed, our Supreme Court has held that,

> [A]s a general rule, property held by a municipality for governmental or public uses cannot be sold without express legislative authority, but must be devoted to the use and purpose for which it was intended.[16]

Moreover, "a municipality has no power to convey or sell land dedicated as a public park."[17]

Under the public trust doctrine, which this Court has held applies to counties with as much force as it applies to municipalities,

> when a [county] dedicates property to a public use, it inures to the benefit of all who are at the time, or may afterwards become, citizens of the [county], and if there is an attempt by the [county] to revoke the dedication by a sale of the land, the municipality may be enjoined by any person interested.[18]

Where there is no contention that Twitty Park is no longer used by the public or is unsuitable for such use, the question becomes whether, in 1982, the County had express legislative authority to transfer or otherwise alienate Twitty Park to SIC. Absent such authority,

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[15] *Fulton County Bd. of Educ. v. Citizens for Educ. & The Env't, Inc.*, 250 Ga. App. 509, 510-511 (2001) (citing *Jonesboro Area Athletic Ass'n v. Dickson*, 227 Ga. 513, 515 (1971)); see also *Harper v. City Council of Augusta*, 212 Ga. 605, 607-608 (1956).

[16] *Kirkland v. Johnson*, 209 Ga. 824 (1953).

[17] *City Council of Augusta v. Newsome*, 211 Ga. 899 (1955).

[18] *Mayor & City of Macon v. Franklin*, 12 Ga. 239 (1852). See also *Lloyd v. City of Great Falls*, 86 P.2d 395, 397 (Mont. 1938) ("If land is conveyed to a city for a public park with a provision for reversion in case it is used for other purpose, the city cannot sell it, in the absence of express legislative authority on the subject[.]") (citing McQuillin on Municipal Corporations, 2d Ed., Vol. III, § 1243)).

any attempt by the County to dispose of the property would be *ultra vires*.

Courts have often differentiated between park lands purchased and publicly dedicated, and those dedicated by private conveyance.[19] When the County took title to Twitty Park in 1924, it did so for public use as a park, and it held the property in trust for that purpose.[20] Of course, had it taken title to Twitty Park free from that trust, it could have sold and conveyed the property under such circumstances as it so chose. Receiving title to Twitty Park in trust – as a fee simple determinable with the grantor retaining a right of entry – for public use as a park, however, the County could not convey the property without triggering the grantor's reversionary interest.

In support of their position that the County's 1982 conveyance of Twitty Park to SIC was *ultra vires*, plaintiffs rely heavily on the Georgia Supreme Court's decision in *Tuten v. City of Brunswick*, 262 Ga. 399 (1992). There, the City of Brunswick sought to convey a public park to a church.[21] City residents sought to enjoin the City from completing the conveyance, arguing that the park had been designated and dedicated as a public park or square since 1771 and continuously existed as a public park or square since.[22]

The trial court denied the residents' request for injunctive relief, reasoning as follows:

> O.C.G.A. [§] 36-37-6 establishes a comprehensive method for disposal of municipal property. It requires publication of notice of intent to sell, and a bidding process, for property worth more than $500.00. However, O.C.G.A. [§] 36-37-6(c) provides an exception to those procedures, when a city engages in "trading or

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[19] *Lloyd*, 86 P.2d at 398; see also *Baldwin Manor, Inc. v. City of Birmingham*, 67 N.W.2d 812, 815 (Mich. 1954) ("As previously indicated, a distinction is to be observed between cases where the facts show that a public park is created and established by a municipality under statutory provisions and cases where the owner of land dedicates it for the purposes of a park. A different construction is placed on dedications made by individuals from those made by the public. The former are construed strictly according to the terms of the grant, while in the latter cases a less strict construction is adopted.").

[20] See *Abboud*, 466 N.W.2d at 449 ("Municipal corporations hold all property in which the public is interested, such as streets, wharves, parks, and public squares, in trust for the use of the public, and these properties may only be disposed of by the municipality if it is authorized to do so by statute. The statutory authorization functions as the terms of the trust. Property which is not appropriated or devoted to a public use, property which has ceased to be used or is not used by the public, or land which is in excess of public need may be disposed of by a city without special statutory authorization.") (citation and punctuation omitted).

[21] *Id.*

[22] *Id.* at 400.

> swapping" property when that is "deemed to be in the best interest of the municipal corporation."
>
> The Court has considered the Plaintiffs' thorough analysis of the historical background surrounding the creation of public parks in the City of Brunswick, and their summary of past legislative efforts to protect them. However, the Court finds that under current law the city parks are not exempt from the provisions of O.C.G.A. [§] 36-37-6(c).[23]

The Supreme Court began its analysis by considering the relevant statutes, those relating to the City's ability to dispose of its property. The act of 1976,[24] initially enacted as Code Ann. § 69-318, provided as follows:

> [E]xcept as otherwise provided in this Code section, the governing authority of any municipal corporation disposing of any real or personal property of such municipal corporation shall make all such sales to the highest responsible bidder, either by sealed bids or by auction after due notice has been given.
> ...
> [N]otwithstanding the foregoing provisions of this section [concerning bidding procedure, notice, advertisement requirements], the governing authority of any municipal corporation is hereby authorized to sell any lots from a municipal cemetery or personal property belonging to the municipal corporation with an estimated value of $500.00 or less without regard to the foregoing provisions of this section. Such sales may be made in the open market without advertisement and without the acceptance of bids. The estimation of the value of any personal property to be sold shall be in the sole and absolute discretion of the governing authorities of the municipality or their designated agent. Provided, however, nothing herein shall prevent a municipality from trading or swapping property with another property owner, if said trade or swap is deemed to be in the best interest of the municipality.[25]

With the appearance of the Official Code of Georgia Annotated, what had previously been Code Ann. § 69-318 became O.C.G.A. § 36-37-6. Subsection (a) of O.C.G.A. § 36-37-6 carried forward the restrictions on the disposition of city property as set forth in the 1976 act; subsection (b) continued the act's authorization of a municipal corporation to sell lots from a municipal cemetery and personal property having an estimated value of $500.00 or less; and

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[23] *Id.*
[24] Ga. L. 1976, p. 351.
[25] *Tuten*, 262 Ga. at 400-401.

subsection (c) repeated the final sentence of the 1976 act, altered slightly to read:

> [N]othing in this Code section shall prevent a municipal corporation from trading or swapping property with another property owner if such trade or swap is deemed to be in the best interest of the municipal corporation.[26]

It was this third subsection – codified as O.C.G.A. § 36-37-6(c) – upon which the trial court relied when it found that the City's decision to swap the property was exempt from the method to dispose of municipal property set forth in subsections (a) and (b).

As the *Tuten* Court recognized, its decision depended on the effect of the newly-enacted statutes upon the existing common law as it related to the alienation of dedicated public lands.[27] For decades, the Court observed, common law principles had severely restricted the alienation of dedicated public lands.[28] Before beginning its analysis, the Court noted the importance of two principles. First, it pointed to O.C.G.A. § 1-1-2, which provided in part:

> [E]xcept as otherwise specifically provided by particular provisions of this Code, the enactment of this Code by the General Assembly is not intended to alter the substantive law in existence on the effective date of this Code.[29]

Second, it pointed to O.C.G.A. § 1-3-1(a), which provided in part:

> [I]n all interpretations of statutes, the courts shall look diligently for the intention of the General Assembly, keeping in view at all times the old law, the evil, and the remedy[.][30]

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[26] *Id.* at 401.
[27] *Id.* at 401-402.
[28] *Id.* at 402 (citing *Franklin*, 12 Ga. at 239; *Kirkland*, 209 Ga. at 824; *Norton v. City of Gainesville*, 211 Ga. 387 (1955); *Newsome*, 211 Ga. at 899; McQuillin, Mun. Corp. § 28.38 (3d Ed) (1990 revised volume) ("A municipal corporation cannot sell or dispose of property devoted to a public governmental use or purpose ... without special authority or charter authority, since as to governmental functions the municipality is a mere agent of the state and subject to control by the state legislative authorities. For instance, property may not be sold where it has been acquired or dedicated for public use as a common, or as a park. ... In this sense all property is public which has been dedicated to public use, or which may be affected by a public trust, either general or special. Municipal corporations hold all property in which the public is interested, such as ... parks[,] ... in trust for the use of the public; and, on principle, such trust property can be disposed of by municipality only in accordance with the terms of the trust, i.e., in the public interest as declared by statute.")).
[29] *Tuten*, 262 Ga. at 402-403 (citing *Whaley v. State*, 260 Ga. 384, 385 (1990) ("As provided in O.C.G.A. § 1-1-2, the enactment of the Official Code was intended to resolve conflicts which existed in the law and to repeal those laws which had become obsolete, which had been declared unconstitutional or invalid, or which had been superseded by the enactment of later laws.")).
[30] *Tuten*, 262 Ga. at 403.

Keeping those considerations in mind, the *Tuten* Court turned its attention to O.C.G.A. § 36-34-3, the statute which delineated the general powers of municipal corporations.[31] Remarking that the specified general powers did not include the power to alienate lands dedicated to public use, the Court noted that, back in 1956, the legislature enacted law providing that:

> [A]ny general or local law to the contrary notwithstanding, the State or any municipal corporation, county or other political subdivision thereof, shall have authority to sell, lease, grant, exchange or otherwise dispose of any property or interest therein comprising parks ... or other property which has been dedicated to a public use for recreational or park purposes by a private citizen, corporation, or association, and thereafter acquired by the State .. without regard to whether said public use has been previously abandoned, or that said property has become unsuitable or inadequate for the purpose for which originally dedicated, said disposition to be on such terms and conditions as may be deemed desirable or necessary. Provided, however, that any lease under this Act shall be for a period not to exceed 5 years.[32]

Importantly, however, this act was repealed just two years later, in 1958.[33]

Taking this into consideration, the *Tuten* Court concluded that O.C.G.A. § 36-37-6 did not alter the settled principles of the common law restricting the alienation of dedicated public lands.[34] Rather, it explained, O.C.G.A. § 36-37-6 simply rearranged Code Ann. § 69-318 into its first three subparagraphs.[35]

> There is no statement of legislative intent. There is no new law to supplant the old law; there is no specified evil in the prior statutory scheme; and there is no declaration of remedy. In sum, there is no indication that the General Assembly intended by this minor rearrangement to expand the powers of municipalities; or to relieve them of the bidding requirements of the 1976 act[.][36]

Applying this construction to the facts before it, the *Tuten* Court concluded that the City's ability to engage in the proposed land exchange with the church was subject to the bidding

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[31] *Id.*
[32] *Id.* at 403, fn. 6 (citing Ga. L. 1956, pp. 22-23).
[33] *Id.* (citing Ga. L. 1958, pp. 116-117).
[34] *Id.* at 403-404.
[35] *Id.* at 403.
[36] *Id.*

requirements set forth in O.C.G.A. § 36-37-6(a).[37] Given its interpretation of the effect of O.C.G.A. § 36-37-6(c), the *Tuten* Court further concluded that the proposed land exchange between the city and the church was *ultra vires*, as O.C.G.A. § 36-37-6(c) did not provide the city the power to dispose of the property in question.[38]

To support its argument that it had the authority to convey Twitty Park to SIC in 1982, the County points to Code §§ 91-602 and 91-804A, both in effect at the time of the transfer. Under Code § 91-602,

> [T]he ordinary or other authority shall have the control of all property belonging to the county, and may by order to be entered on his minutes direct the disposal of any real property **which may lawfully be disposed of**, and make and execute good and sufficient title thereof on behalf of the county.[39]

Under Code § 91-804A,

> [P]rior to the sale or disposition of any real property belonging to any county of this State, notice of the contemplated sale or disposition of such property shall be published in the official organ of the county once a week for four weeks. After such publication such property shall be sold at public outcry to the highest bidder for cash in front of the courthouse on the first Tuesday of the month following such publication in the same manner in which sheriff's sales are held. ... The provision of this Section shall not apply to the exchange of real property belonging to any county in this State for other real property where the property so acquired by exchange shall be of equal or greater value than the property previously belonging to said county; provided, however, that within six weeks preceding the closing of any such proposed exchange of real property, a notice of the proposed exchange of real property, a notice of the proposed exchange of real property shall be published in the official organ of the county once a week for four weeks. The value of both the property belonging to the county and that to be acquired through the exchange shall be determined by appraisals and the value so determined shall be approved by the proper authorities of said county.

These provisions give the County the power to dispose of "any real property **which may**

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[37] *Id.* at 404 ("The rearrangement into a discrete subparagraph (O.C.G.A. § 36-37-6(c)) of the final sentence of [the 1976 act] is not so substantive or reliable an expression of legislative intent as to vitiate the bidding requirements of O.C.G.A. § 36-37-6(a); nor to generate a radical inflation of O.C.G.A. § 36-37-6(b) (which permits only the disposition of municipal cemetery lots and of personal property of limited value), to authorize a city to "swap" or "trade" all of its public property. Nor does it serve to abolish long-standing common law precepts.").

[38] *Id.* at 404-405.

[39] As amended in 1935 pursuant to Laws 1935, p. 110, § 1 (emphasis added).

lawfully be disposed of," or property it had the power to alienate. They do not give the County the power to alienate park property it accepted subject to an express directive that it be used as a park or revert to the grantor. Where the common law principles enunciated by the *Tuten* Court – and found by that Court to be unaltered by the codification of statutes closely resembling to Code §§ 91-602 and 91-804A – prevent alienation of lands dedicated to public use, this Court concludes that Twitty Park comprised just such property of which the County could not lawfully dispose without reversion to the grantor or an affirmative action by the General Assembly.

To interpret Code §§ 91-602 and 91-804A as giving the County unfettered authority to dispose of any real property to which it had title would reduce the modifying phrase, "**which may lawfully be disposed of,**" to mere surplusage. Indeed, the County may freely dispose of real property held by it in fee simple in its proprietary capacity. But property held by it in fee simple determinable with a possible right of reverter or right of reentry, accepted and dedicated to the public as park land – is subject to the public trust doctrine. This property is not held by the County without encumbrance. Rather, it is property held by the public for which the County is merely the trustee.

Where Twitty Park continues to be used as a public park,[40] the County argues, its conveyance of the property to SIC is a distinction without a difference. Indeed, when it conveyed Twitty Park to SIC, the County included in the deed the original reversionary language contained in the Cain Deed. The continued survival of the reversionary interest arguably provides Cain's successors-in-interest the ability to seek enforcement thereof should the property cease to be used as a public park. When the property was conveyed by the County to SIC, however, the public lost the only vehicle available to it to seek enforcement of the use-restriction imposed by Cain. That right is given by the protection afforded by the public trust doctrine, and there is no

[40] There appears to be no dispute that Sea Island has maintained the property well during its ownership.

legal authority suggesting that the public trust doctrine would apply against a private entity.

As the legal owner of Twitty Park, Glynn County held that property in trust for Glynn County residents, who are the equitable owners of the property. Under the common law of this State, the County had no authority to alienate Twitty Park – land held by it for use as a public park. If the County wanted to alienate the property, it could have returned it to Cain's heirs, or if there were no heirs and the public had abandoned the park, it could have looked to the General Assembly for guidance.[41]

Where neither Code §§ 91-602 and 91-804A altered the common law prohibiting the transfer of Twitty Park, the Court concludes that the County's attempt to do so was *ultra vires* and void *ab initio*.[42] As such, the deed to Twitty Park from the County to SIC is hereby rendered void and title to Twitty Park reverts to the County under the terms of the original Cain Deed.

3. Encroachments/Easements onto/across Twitty Park.

Plaintiffs also argue that the County was without authority to permit the construction of Sea Island Road, which operated to bisect Twitty Park, and to permit the construction of Frederica Road to expand into the property. The Court disagrees.

When determining whether a deed restriction has been violated, the Court considers the following guiding principles:

Gifts or trusts for charitable purposes are favorites of the law and the courts ...

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[41] See *Dep't of Transp. v. City of Atlanta*, 255 Ga. 124, 127 (1985) ("*City Council of Augusta v. Newsome*, 211 Ga. 899 (1955) and *Harper v. City Council of Augusta*, 212 Ga. 605 (1956), show the process mandated by this court in cases where a city wishes to alienate land which has been dedicated to it as a park, and which has not been abandoned. In *Newsome*, this court barred the City Council from selling a park to Sears and Roebuck on the grounds that the city did not have the power 'to convey or sell land dedicated as a public park, square, or common.' 211 Ga. 899. The council, in turn, sought and received authorization to hold a referendum on the issue from the legislature. The citizens approved the sale in the referendum, and this court approved the process in *Harper*. *Harper* and *Newsome* reify the theory that in this matter, which so closely affects the citizens of a municipality, and upon which they possess sufficient expertise to make a decision, representative democracy should be reduced to its most elemental form – the undiluted voice of the people.").

[42] See *Tuten*, 262 Ga. at 404; *Dep't of Transp. v. City of Atlanta*, 255 Ga. at 129; *Newsome v. City of Union Point*, 249 Ga. 434, 436 (1982).

> [they] will not be declared void if they can, by any possibility consistent with the law, be upheld; courts of equity, it is said, will go to the length of their judicial power to sustain such gifts. ... No act will be construed to work the destruction of an estate, unless the language of the grant to that effect be clear. ... It is a well-settled rue that conditions tending to destroy estates, such as conditions subsequent, are not favored in law. They are strictly construed. Generally, all doubts are resolved against restrictions on the use of the property by the grantee.[43]

The Court finds that the 1958 reconfiguration of the roadway from Sea Island from two separate roadways bordering Twitty Park into a single roadway bisecting the property did not violate the conditions of the Cain Deed. The Cain Deed did not require that the right-of-way to Sea Island in place in 1924 be maintained unaltered in perpetuity. Rather, it required only that the property be used as a right-of-way to Sea Island and a public park.

As to the expansion of the Frederica Road right-of-way, the Court finds that that any such purported widening did not violate the conditions of the Cain Deed. There is nothing inherently inconsistent with the use of the property as a public park and a right-of-way to Sea Island with the concurrent use of a small portion of the property as a public right-of-way.

4. Laches.

Evidence of title is governed by equity, while the recovery of legal title is governed by law.[44] This case presents an action to recover on legal title to Twitty Park, not one regarding evidence of title. Where the defense of laches is not applicable to plaintiffs' complaint for the recovery of land, defendants' defense based thereon fails as a matter of law.[45]

5. Mandamus.

Though the Court has found that the County has legal title to Twitty Park, and holds the

---

[43] *Harris v. Georgia Military Acad.*, 221 Ga. 721, 723 (1966).
[44] *Payne v. Terhune*, 212 Ga. 169, 170 (1956) ("A suit to establish title to land, or to establish the evidence of title, is one that must be brought in equity, but suits to recover land upon legal title are actions at law."); *Lockridge v. Smith*, 298 Ga. App. 428, 430 (2009) ("In an action at law, the plaintiff seeks to recover land by asserting 'a presently enforceable legal title' against the defendant's interest.").
[45] See *City of Barnesville v. Stafford*, 161 Ga. 588 (1926).

property in trust for the public, it declines to issue an order of mandamus compelling the County to hold and maintain the property as a public park for the use and benefit of the citizens of Glynn County and prohibiting the County from developing it for any use other than a public park.

> While a writ of mandamus will issue to compel a due performance of specific official duties, it will not lie to compel a general course of conduct or the performance of continuous duties nor will it lie where the court issuing the writ would have to undertake to oversee and control the general course of official conduct of the party to whom the writ is directed.[46]

The Court finds that the issuance of a writ of mandamus in this case would mandate a course of general conduct by county officials. The deed speaks for itself. Plaintiffs' motion for summary judgment on this ground is hereby **DENIED**.

So **ORDERED,** this 29th day of April, 2019.

STEPHEN D. KELLEY
Judge, Superior Courts
Brunswick Judicial Circuit

[46] *Speedway Grading Corp. v. Barrow County Bd. of Commissioners*, 258 Ga. 693, 695 (1988) (citing *Solomon v. Brown*, 218 Ga. 508, 509 (1962)).

Exhibit 2

From:	William Fallon
To:	Wayne Neal; Walter Rafolski; Bo Clark; Allen Booker; Sammy Tostensen; David Sweat
Subject:	FW: Proposed Relocation: Glynn County - Sea Island at Frederica Road Roundabout
Date:	Friday, January 17, 2025 4:17:44 PM
Attachments:	Brunswick East Beach 2024 SW Corner Relocation.pdf

FYI

From: Black, Melissa Wheeler <MSWHEELE@southernco.com>
Sent: Friday, January 17, 2025 4:09 PM
To: Steilen, Scott <ScottSteilen@seaisland.com>; William Fallon <wfallon@glynncounty-ga.gov>; Bob Duncan <duncanforglynn@gmail.com>
Cc: Cory Pfau <cpfau@SEEngineering.com>; Eric Granados <egranados@glynncounty-ga.gov>; Jason Hartman <jhartman@glynncounty-ga.gov>; John T. Gentry <jgentry@glynncounty-ga.gov>; Scott Jordan <sjordan@SEEngineering.com>; Long, Richard D. <RDLONG@southernco.com>; Davis, Galen <GDAVIS@SOUTHERNCO.COM>; dcartwri <dcartwri@southernco.com>; Trey Kilpatrick <MEKILPAT@SOUTHERNCO.COM>; Campbell, Bryan T. <BRYCAMPB@SOUTHERNCO.COM>
Subject: Proposed Relocation: Glynn County - Sea Island at Frederica Road Roundabout

GPC Transmission has reviewed the request from Sea Island Company to utilize the southwest corner of the intersection for our relocation at Sea Island and Frederica Roads.

Attached is a proposed layout of the transmission lines. This is based on engineering judgement but does not account for subsurface utilities. Precise locations would need to be confirmed with field sampling and exploration of existing utilities.
There are several conditions that make this option more complicated than the existing alignment.

- New poles will need to be approximately the same height as the existing poles to accommodate working the project while the line is energized.
- Each pole and associated hardware will need to be more robust in the proposed layout increasing the cost of materials and construction.
- No underbuilt utilities (distribution, cable, fiber, phone) will be allowed on the relocated poles.
- A temporary pole will be in the existing intersection gore zone and protected by barriers to allow for the energized work around the flying tap.

GPC Transmission is still working on the detailed estimates for this route. The estimates should be ready by January 31. A non-binding ballpark estimate for this relocation is $3 million over the cost to keep the line in the existing alignment (through the middle of the roundabout). This ballpark estimate does not include any land acquisition, tree clearing, or distribution relocation work. I will reach out once the estimates are complete for the line relocation and land acquisition.

Best regards,
Melissa Wheeler Black
Georgia Power Company | Transmission Project Manager - DOT
3100 Kilowatt Drive | Bin 73903 | Savannah, GA 31405
P. 678.464.3243 | E. mswheele@southernco.com

Exhibit 3

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **ROUNDABOUT – SEA ISLAND ROAD AT FREDERICA ROAD ON SAINT SIMONS ISLAND**
PROJECT NUMBER: **L11709**

THIS AGREEMENT is made and entered into as of the 17th day of July, 2025, by and between **GLYNN COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

W I T N E S S E T H :

WHEREAS, County has undertaken that certain project identified as Roundabout – Sea Island Road at Frederica Road on Saint Simons Island (hereinafter called the "Project"). In connection therewith, County has requested that Company remove, relocate, or make certain adjustments to Company's existing facilities to facilitate County's completion of the Project;

WHEREAS, County has agreed to make payment to Company for such adjustments to its facilities, and Company has agreed to adjust its facilities, on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto hereby agree as follows:

Section 1. WORK AND PAYMENT.

1.1 **Company Facilities.**

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its facilities in accordance with the scope of work and estimate (the "Estimate") attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 **Road Right-of-Way.**

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 **Traffic Control.**

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

1.4 **Payment.**

Upon completion by Company of the Work, County will promptly pay Company a sum equal to the lesser of: (a) EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($800,000); or (b) Company's actual total costs for completing the Work.

1.5 **Progress Payments.**

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

1.6 **Change in Scope.**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 2. AUDIT.

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company's business activities and subject to Company's reasonable security requirements. As a prerequisite to conducting such audit, County, will sign Company's Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County, may only review, but not copy, such records. If

Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 3. CONDITIONS.

Company shall have no obligation to commence the Work until Company and County have reached agreement on the adjustments to Company's facilities made necessary by the Project, and Company has commenced such adjustments. Further, Company shall have no obligation to commence the Work unless County has authorized commencement of the Work prior to **09/30/2025**. Finally, in the event County fails to execute and return this Agreement to Company before **09/30/2025**, this Agreement shall be void and of no effect whatsoever.

Section 4. COUNTY AS PARTY.

County acknowledges that this Agreement is "proprietary" in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not "governmental" or "legislative," as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

Section 5. MISCELLANEOUS PROVISIONS.

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered as of the date set forth above.

COUNTY:

GLYNN COUNTY, STATE OF GEORGIA

By: _____ (SEAL)
Name: Walter Rafalski
Title: Chairman

Attest: _____ (SEAL)
Name: Ronda Vakulich
Title: County Clerk

Approved as to Form by:

_____
COUNTY ATTORNEY

_____
WITNESS

_____
NOTARY PUBLIC

(SEAL)

COMPANY:

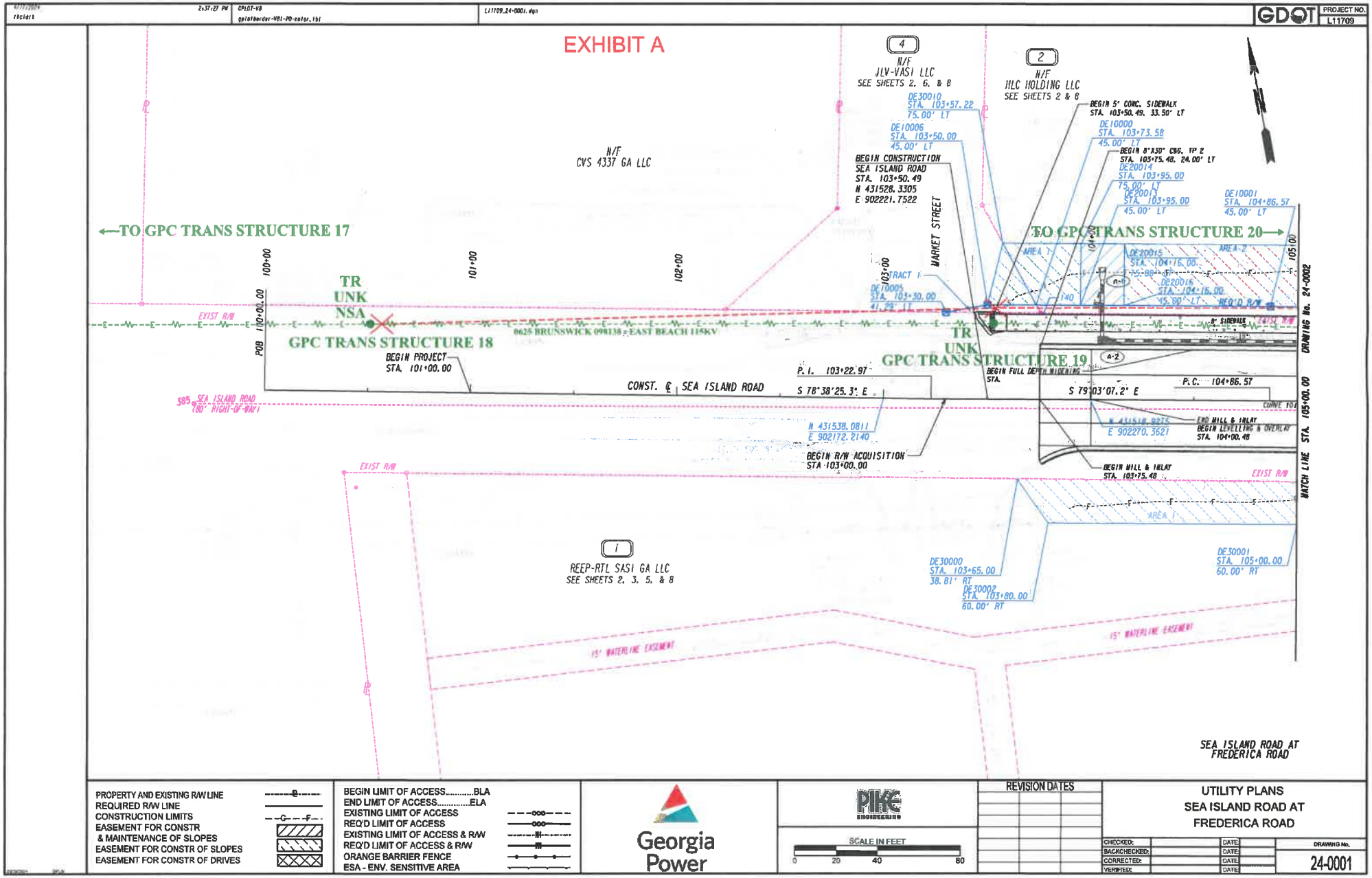
GEORGIA POWER COMPANY

By: _____
Name: _____
Title: _____

_____
WITNESS

_____
NOTARY PUBLIC

(SEAL)



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

Georgia Power

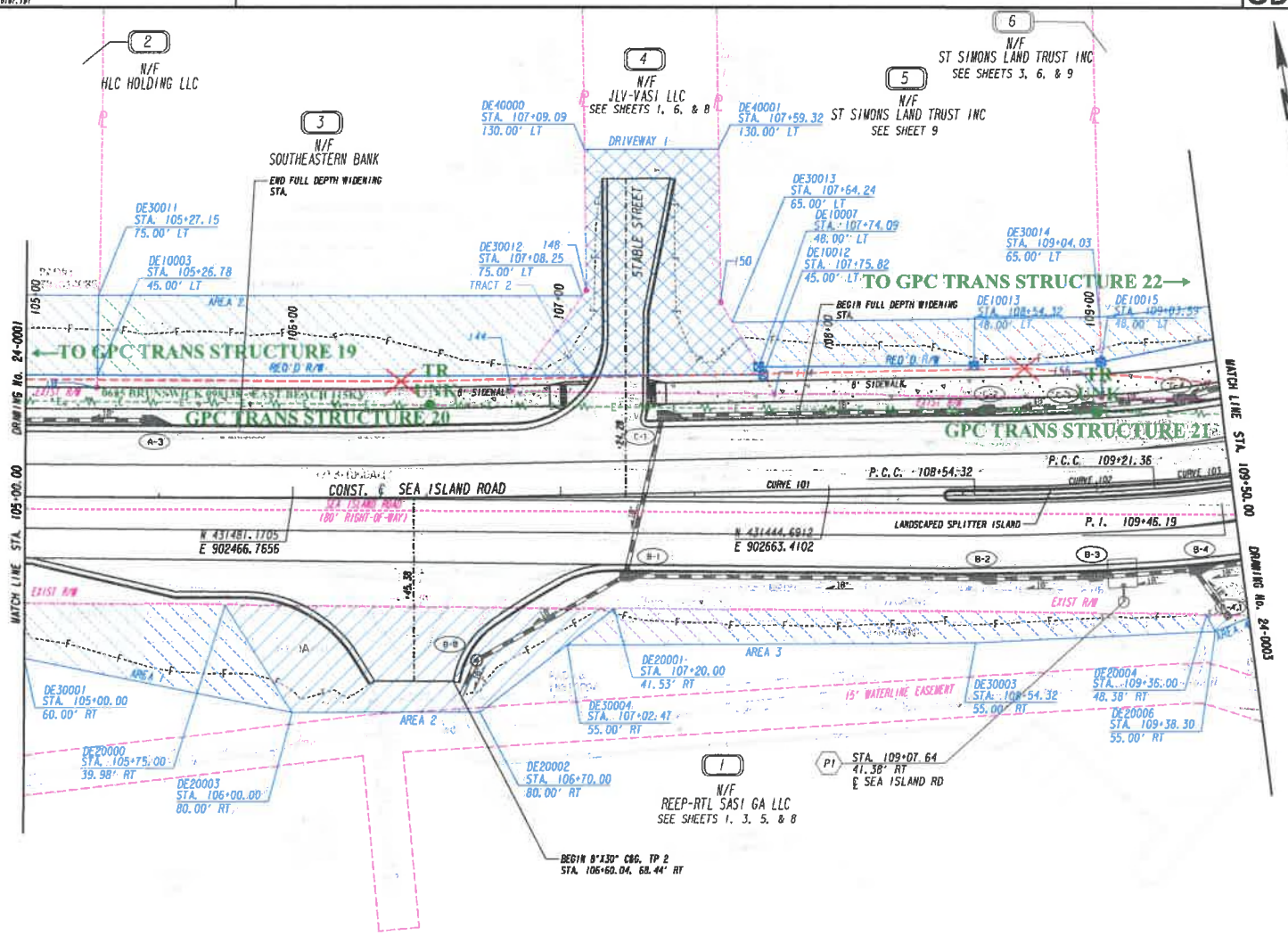
PIKE ENGINEERING

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
SEA ISLAND ROAD AT
FREDERICA ROAD

		DATE	DRAWING No.
CHECKED:		DATE	24-0001
BACKCHECKED:		DATE	
CORRECTED:		DATE	
VERIFIED:		DATE	



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REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

Georgia Power

PIKE ENGINEERING

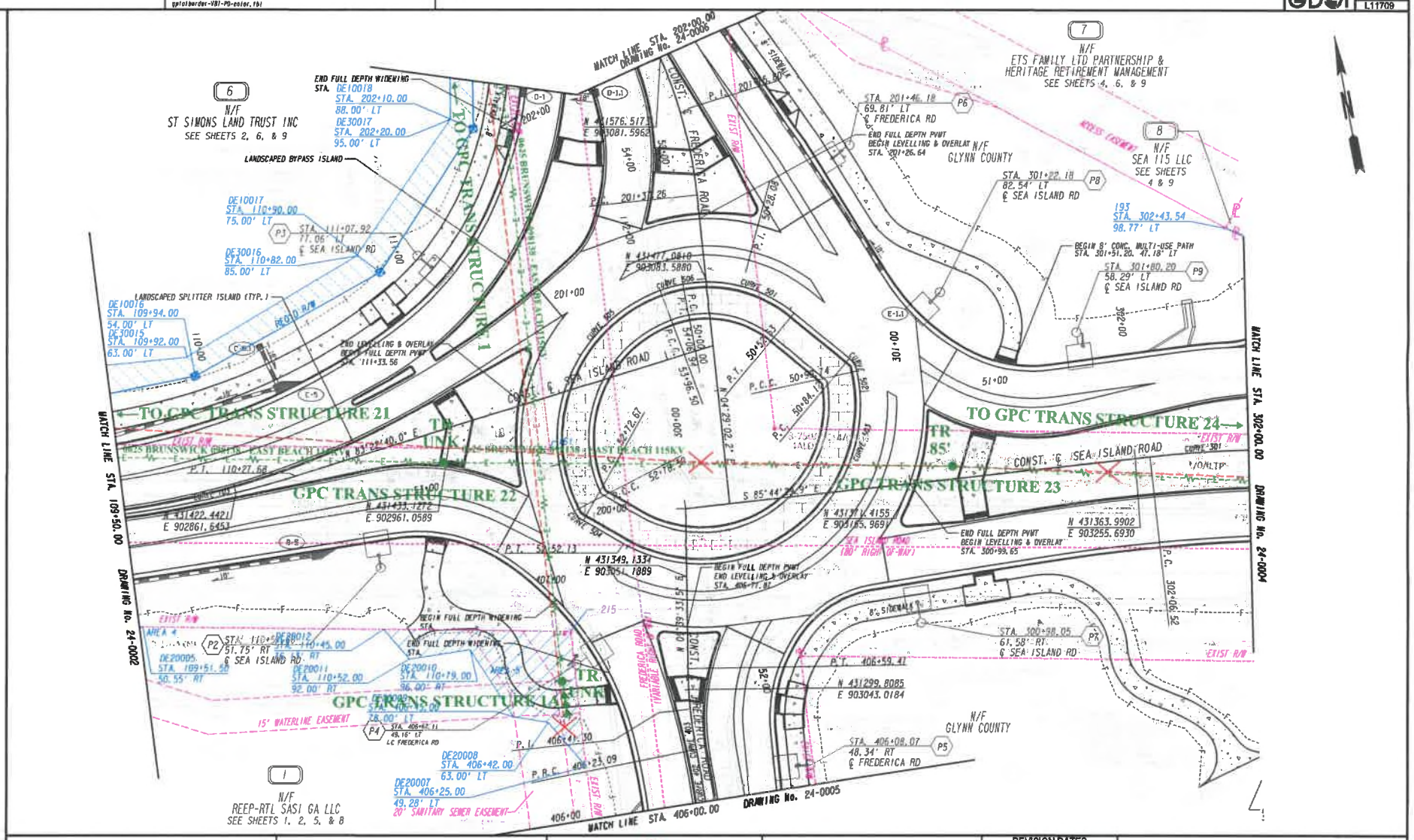
SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
SEA ISLAND ROAD AT FREDERICA ROAD

CHECKED:		DATE:	DRAWING No.
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	24-0002
VERIFIED:		DATE:	

GDOT PROJECT NO. L11709



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EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

Georgia Power

PIKE ENGINEERING

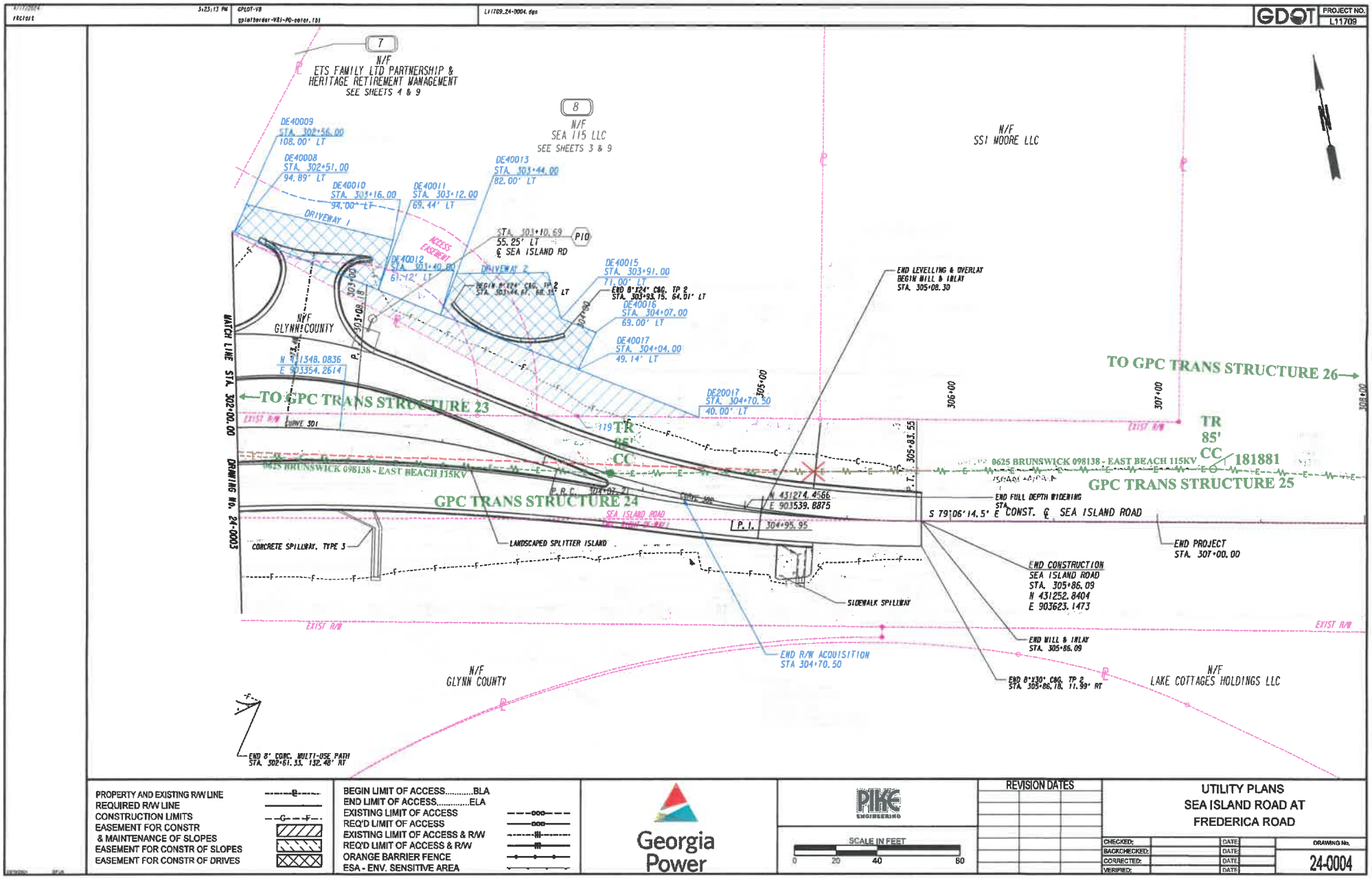
SCALE IN FEET
0 20 40 80

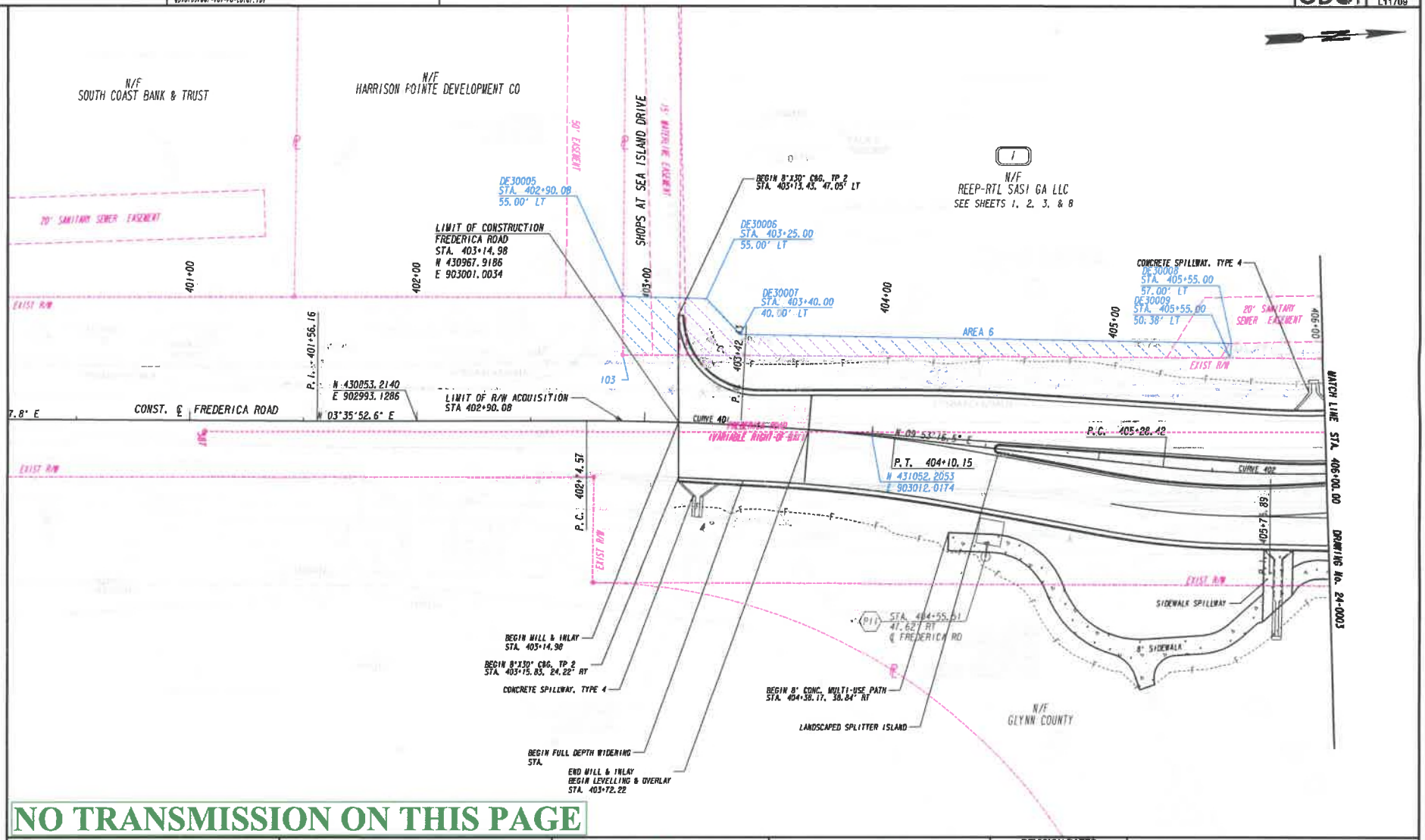
REVISION DATES

UTILITY PLANS SEA ISLAND ROAD AT FREDERICA ROAD

CHECKED:		DATE	DRAWING No.
BACKCHECKED:		DATE	24-0003
CORRECTED:		DATE	
VERIFIED:		DATE	

GDOT PROJECT NO. L11709


GDOT
PROJECT NO. L11709
7
N/F
ETS FAMILY LTD PARTNERSHIP &
HERITAGE RETIREMENT MANAGEMENT
SEE SHEETS 4 & 9
8
N/F
SEA 115 LLC
SEE SHEETS 3 & 9
N/F
SSI MOORE LLC
DE40009
STA. 302+56.00
108.00' LT
DE40008
STA. 302+51.00
94.89' LT
DE40010
STA. 303+16.00
94.00' LT
DE40011
STA. 303+12.00
69.44' LT
DE40013
STA. 303+44.00
82.00' LT
DRIVEWAY 1
ACCESS EASEMENT
STA. 303+10.69
55.25' LT
℄ SEA ISLAND RD
P10
DE40012
STA. 303+40.80
61.12' LT
DRIVEWAY 2
DE40015
STA. 303+91.00
71.00' LT
DE40016
STA. 304+07.00
69.00' LT
DE40017
STA. 304+04.00
49.14' LT
END LEVELLING & OVERLAY
BEGIN MILL & INLAY
STA. 305+08.30
N/F
GLYNN COUNTY
N 431348.0836
E 903354.2614
MATCH LINE STA. 302+00.00
DRAWING No. 24-0003
TO GPC TRANS STRUCTURE 23
TO GPC TRANS STRUCTURE 26
EXIST R/W
CURVE 301
119' TR 85' CC
0625 BRUNSWICK 098138 - EAST BEACH 115KV
181881
GPC TRANS STRUCTURE 24
GPC TRANS STRUCTURE 25
P.R.C.
CURVE 302
SEA ISLAND ROAD
P.I. 304+95.95
N 431274.4566
E 903539.8875
END FULL DEPTH WIDENING
STA
S 79°06'14.5" E CONST. ℄ SEA ISLAND ROAD
END PROJECT
STA. 307+00.00
CONCRETE SPILLWAY, TYPE 3
LANDSCAPED SPLITTER ISLAND
SIDEWALK SPILLWAY
END CONSTRUCTION
SEA ISLAND ROAD
STA. 305+86.09
N 431252.8404
E 903623.1473
END MILL & INLAY
STA. 305+86.09
END R/W ACQUISITION
STA 304+70.50
END 8'X30' CBG. TP 2
STA. 305+86.18, 11.99' RT
N/F
GLYNN COUNTY
N/F
LAKE COTTAGES HOLDINGS LLC
END 8' CONC. MULTI-USE PATH
STA. 302+61.33, 132.48' RT
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
Georgia Power
PIKE ENGINEERED
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
SEA ISLAND ROAD AT
FREDERICA ROAD
CHECKED:
BACKCHECKED:
CORRECTED:
VERIFIED:
DATE:
DRAWING No.
24-0004



NO TRANSMISSION ON THIS PAGE

PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

Georgia Power

PIKE ENGINEERING

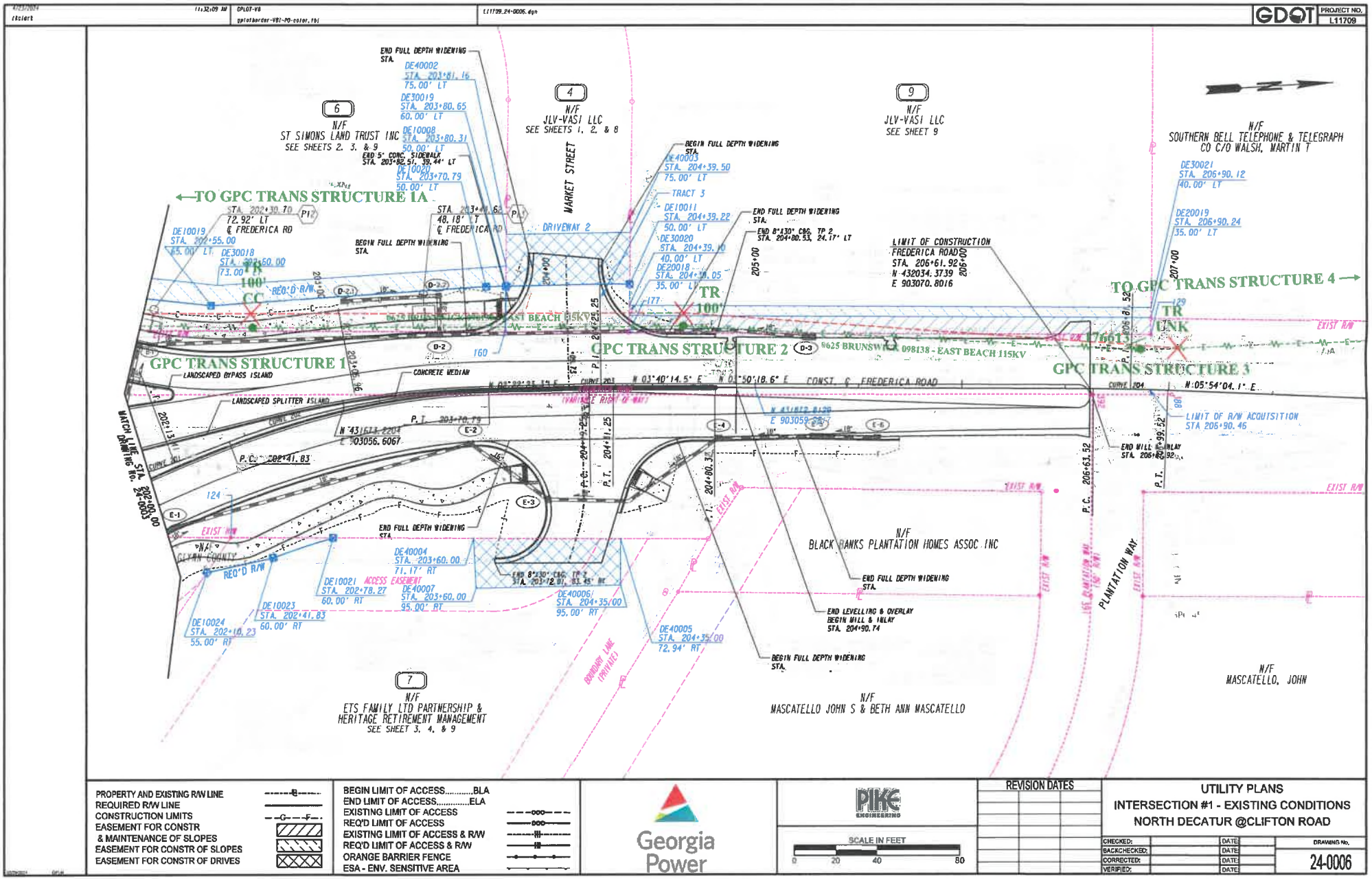
SCALE IN FEET
0 20 40 80

REVISION DATES		

UTILITY PLANS
SEA ISLAND AT
FREDERICA ROAD

CHECKED:		DATE	DRAWING No.
BACKCHECKED:		DATE	24-0005
CORRECTED:		DATE	
VERIFIED:		DATE	

GDOT PROJECT NO. L11709



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

Georgia Power

PIKE ENGINEERING

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
INTERSECTION #1 - EXISTING CONDITIONS
NORTH DECATUR @CLIFTON ROAD

CHECKED:		DATE:	DRAWING No.
BACKCHECKED:		DATE:	24-0006
CORRECTED:		DATE:	
VERIFIED:		DATE:	

GDOT PROJECT NO. L11709

Exhibit 4

distance of thirty (30) feet, thence West at right angles a distance of ninety feet to the point of beginning on the East line of Wolf Street.

Together with all and singular the rights, members, easements, hereditaments appurtenances and improvements to the same being, belonging or in any wise appertaining.

To Have and To Hold the said described premises unto the said parties of the second part, their heirs and assigns, forever in fee simple.

And the said parties of the first part, for themselves, their heirs, executors and administrators will warrant and forever defend the right and title to the said property unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

In Testimony Whereof, the Parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the presence of:
J. Mark Wilcox
C. B. Conyers,
Notary Public, Glynn County, Ga.,
(U.S. Internal Revenue Stamp $1.00)

J. M. Prim (L.S.)
Jose R. Hermida, (L.S.)

Recorded January 16th 1924
Deputy Clerk.

STATE OF GEORGIA, COUNTY OF GLYNN.

THIS INDENTURE, made and entered into on this the 16th day of January, A.D. 1924 by and between T.L. Cain, of said County and State , as party of the first part and the County of Glynn, in the State of Georgia, as the second party;

WITNESSETH: That the first party, for and in consideration of the sum of One Dollar cash to him in hand paid and other good and valuable consideration, him hereunto moving has granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell and convey unto the second party, its successors and assigns, all of the following described property, situate, lying and being in said County and State and on the Island of St. Simons therein and described as follows:-

A strip of land approximately 8060 feet in length and being 60 feet in width through the high lands and 100 feet wide through the marsh lands and also a tract of land containing approximately two acres more or less; the said property being fully described and identified by the attached map, and reference is had to the said map for a more full and ample description of the property hereby conveyed.

The first tract of land is conveyed to the second party for the purpose of a right of way for a road from St. Simons to Long Island; and the second tract of land is conveyed for the purpose of a park for the use and benefit of the public.

It is understood and agreed that if the lands should ever cease to be used for such purposes then the title to the same shall revert to the first party.

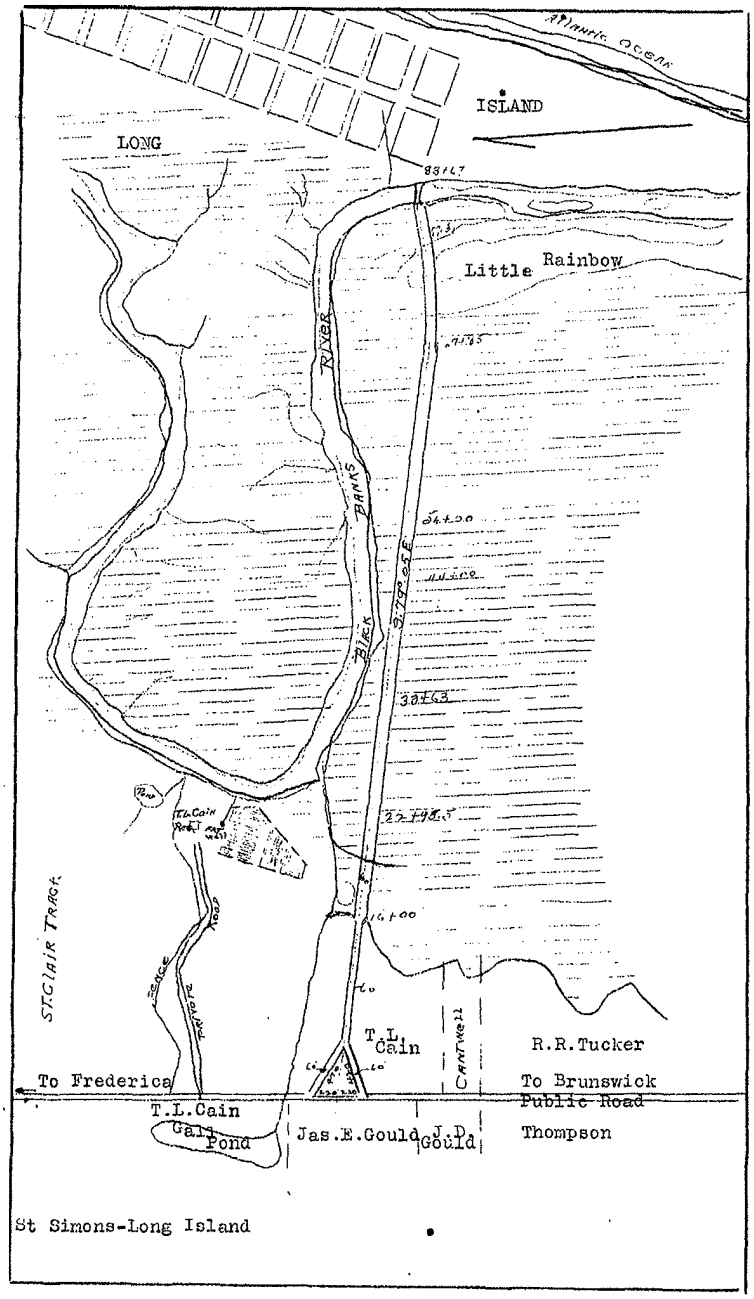
The first party warrants the title to the said described property unto the second party, its successors and assigns, against the claims of himself and of any one claiming by, through or under him, but against the claims of none other whomsoever.

In Witness Whereof, the first Party has hereunto set his hand and affixed his seal on this the day and year above written.

Signed, sealed and delivered in the presence of:
A. O. Townsend
Clarence V. Fryer,
Notary Public, Glynn County, Ga.,

T. L. Cain (L.S.)

(See next page for Map.)



surveyed
St Simon-Long Island Highway. Located and under construction by Glynn County, Ga.
Scale 1"=1000' December 1923. W.N.Gramling, Eng.
Redrawn by C.A.Blanton, Eng. '24.

Recorded January 16th 1924

Deputy Clerk.

STATE OF GEORGIA, GLYNN COUNTY.

Know All Men By These Presents, That Josiah H. Douglass and Jennie M. Douglass, both of said Glynn County, Georgia, acknowledge themselves bound unto B.F. Lewis, of said Glynn County, Georgia, in the just and full sum of Six Thousand Dollars ($6000.00) for the true and faithful payment of which they bind themselves, their heirs and legal representatives, subject however to the following conditions, and that is to-say:

Whereas, the said Josiah H. Douglass and Jennie M. Douglass have this day agreed with the said B.F. Lewis to sell and convey to him the property hereinafter described, in fee