

Rebecca Walden

IN THE SUPERIOR COURT OF GLYNN COUNTY
 STATE OF GEORGIA

THE GLYNN ENVIRONMENTAL
 COALITION, INC., JANE FRASER,
 DARION WILLIAMS, and ELIZABETH
 WILLIAMS,

Plaintiffs,

v.

COUNTY OF GLYNN, GEORGIA

Defendant.

CE26-00933

Case No. _____

Judge Kelley

VERIFIED COMPLAINT FOR DECLARATORY RELIEF

1. This case seeks declaratory and injunctive relief to declare and prevent the unlawful use of land commonly known as Twitty Park, which must be held for the use and benefit of the public.

PARTIES

2. Defendant County of Glynn, Georgia ("Glynn County") is a political subdivision of the State of Georgia. Glynn County owns Twitty Park in fee simple determinable with a possibility of reverter and subject to the public trust. In accordance with O.C.G.A. § 9-11-4(e)(5) Glynn County may be served through the Chairman of the Board of Commissioners of the County, Thomas "Wayne" Neal, wherever he may be found.

3. Plaintiff Glynn Environmental Coalition, Inc. ("GEC") is a Georgia nonprofit corporation. GEC is a common owner of a possibility of reverter interest in Twitty Park and represents the public's common interest and enjoyment of Twitty Park.

4. Plaintiff Jane Fraser (“Ms. Fraser”) is an individual residing in Glynn County. Ms. Fraser is a common owner of a possibility of reverter interest in Twitty Park and represents the public’s common interest and enjoyment of Twitty Park.

5. Plaintiff Darion Williams (“Darion Williams”) is an individual residing in Maricopa County, Arizona. Darion Williams is a common owner of a possibility of reverter interest in Twitty Park and represents the public’s common interest and enjoyment of Twitty Park.

6. Plaintiff Elizabeth Williams (“Elizabeth Williams”) is an individual residing in Maricopa County, Arizona. Elizabeth Williams is a common owner of a possibility of reverter interest in Twitty Park and represents the public’s common interest and enjoyment of Twitty Park.

JURISDICTION, STANDING, AND VENUE

7. This Court has jurisdiction pursuant to the Georgia Constitution of 1983, Article VI, Section IV, Paragraph I and O.C.G.A. §§ 15-6-8, 9-4-2, 9-5-1 et seq., 9-6-20 et seq., and 44-6-160.

8. Plaintiffs have standing as common owners of a possibility of reverter interest in Twitty Park.

9. Plaintiffs have standing as private persons seeking to enforce the public use and benefit of Twitty Park. *See* O.C.G.A. §§ 9-6-24 and 9-6-23.

10. Venue is proper pursuant to O.C.G.A. § 14-2-510(b)(1) and because the subject real property is located in Glynn County.

SUBJECT PROPERTY

11. Glynn County owns a fee simple determinable with possibilities of reverter interest in two tracts of real property located in Glynn County, Georgia, at the intersection of Frederica

Road and Sea Island Road, and such real property is commonly known as “Twitty Park” and more particularly described as follows:

TRACT NO. 1 contains 1.100 acres, and begins at the point marking the intersection of the eastern line of the right-of-way of Frederica Road with the southern line of the right-of-way of Sea Island Causeway (said point being located at X=746,875.597, Y=431,207.484 according to the Georgia Coordinate System, East Zone), and from said beginning point running south 78 degrees 46 minutes 46 seconds east, along the southern line of the right-of-way of said Sea Island Causeway, a distance of 510.44 feet; thence south 11 degrees 13 minutes 14 seconds west a distance of 5 feet; thence along a curve bearing to the southwest and having a radius of 503.69 feet, a distance of 292.56 feet; thence south 67 degrees 56 minutes 29 seconds west a distance of 89.80 feet; thence along a curve bearing to the south and having a radius of 249.60 feet, a distance of 278.94 feet to the eastern line of the right-of-way of said Frederica Road, and thence along the eastern line of the right-of-way of said Frederica Road north 3 degrees 54 minutes 58 seconds east a distance of 380.39 feet to the beginning point.

TRACT NO. 2 contains 0.892 acres, and begins at the point marking the intersection of the northern line of the right-of-way of said Sea Island Causeway with the eastern line of the right-of-way of said Frederica Road (said point being X=746,882.483, Y=431,308.067 according to said Georgia Coordinate System, East Zone), and from said beginning point running north 3 degrees 54 minutes 58 seconds east, along the eastern line of the right-of-way of said Frederica Road, a distance of 209.05 feet; thence south 51 degrees 27 minutes 49 seconds east a distance of 451.86 feet to the northern line of the right-of-way of said Sea Island Causeway, and thence north 78 degrees 46 minutes 46 seconds west, along the southern line of the right-of-way of said Sea Island Causeway, a distance of 374.89 feet to the beginning point.

DERAIGNMENT OF TITLE – SUBJECT PROPERTY

12. On or about January 16, 1924, T. L. Cain conveyed to Glynn County a triangular tract of real property located in Glynn County, being approximately two or more acres, more or less, (the “Original Twitty Park”). The deed memorializing this conveyance (the “Cain Deed”) was dated and recorded on January 16, 1924, at Deed Book 3-R, page 15, Glynn County, Georgia, records (attached as Exhibit A).

13. The Cain Deed created a reverter interest whereby if the Original Twitty Park should ever cease to be used for the purpose of a park for the use and benefit of the public then title to the same shall revert to T. L. Cain (the “Reverter”). *See* Exhibit A.

14. Sometime between January 16, 1924, and April 26, 1982, Glynn County bisected the Original Twitty Park by constructing the right-of-way known as Sea Island Road through the Original Twitty Park and reshaping it into the present two tracts described in Paragraph 11. Twitty Park, as reshaped prior to April 26, 1982, was dedicated by Glynn County as a public park and has been used by the public as a park ever since.

15. On or about April 26, 1982, Glynn County attempted to convey Twitty Park to Sea Island Company (“SIC”). The deed memorializing this conveyance (the “Deed to SIC”) was dated April 26, 1982, and recorded on April 27, 1982, at Deed Book 23-B, page 609, Glynn County, Georgia, records (attached as Exhibit B). The Deed to SIC specifically required the conveyed property to “be held by it and them for the uses and purposes set out in a deed from T. L. Cain to Grantor [Glynn County] dated January 16, 1924.” SIC expressly accepted the property with the understanding that it would “hold and maintain said real property ‘for the purpose of a park for the use and benefit of the public’ and for no other purpose.” SIC further accepted the Twitty Park property with an obligation to hold and maintain Twitty Park at its own cost and expense.

16. Twitty Park was purportedly conveyed between additional private entities several times after 1982. However, in 2019, this Court held that the 1982 conveyance was prohibited by the public trust doctrine. *See Order* (attached as Exhibit C). The Court held that the 1982 transfer was ineffective and that Glynn County remains the fee simple determinable with a possibility of reverter owner of Twitty Park.

DERAIGNMENT OF TITLE – REVERTER

17. T. L. Cain, as Grantor in the Cain Deed, was the original owner of the Reverter.
18. Upon information and belief, T. L. Cain died on or about November 16, 1939.
19. The Court of Ordinary of Glynn County, Georgia, probated T. L. Cain's will on or about July 19, 1940 (attached as Exhibit D).
20. By the terms of his probated will, T. L. Cain left the remainder of his estate, which included the Reverter, to his three daughters: Era Cain Williams, Bernice Cain McPherson, and Aldora Cain Dunman (the "Three Cain Daughters"). The will was recorded at Will Book H, page 380, and Book 7, page 203, Glynn County, Georgia, records.
21. Upon information and belief, the Three Cain Daughters were predeceased by their husbands and died intestate, with their interests in the Reverter passing to their heirs, successors, and/or beneficiaries.
22. Upon information and belief, Aldora Cain Dunman had six children: Joyce Ann Dunman (deceased), Annie Mae Dunman (deceased), David Arthur Dunman, Thomas Eugene Dunman ("Gene Dunman"), Bernice Elizabeth Dunman Brice, and Marshall Wilbur Dunman, III (deceased), who are T. L. Cain's grandchildren.
23. Ms. Fraser is the owner of Gene Dunman's interest in Twitty Park pursuant to a Quitclaim Deed dated December 9, 2015, and recorded on January 6, 2016, at Deed Book 3531, page 456, Glynn County, Georgia, records (attached as Exhibit E).
24. Upon information and belief, Aldora Cain Dunman's heirs, except for Gene Dunman, reside outside of Georgia or are otherwise unknown.

25. Upon information and belief, Bernice Cain McPherson had two children: Eris Farmer (“Ms. Farmer”) and Dwight Alexander McPherson (“Dr. McPherson”) (deceased), who are T. L. Cain’s grandchildren.

26. GEC owns Dr. McPherson’s interest in Twitty Park pursuant to a Quitclaim Deed dated October 28, 2015, and recorded on January 6, 2016, at Deed Book 3531, page 452, Glynn County, Georgia, records (attached as Exhibit F).

27. Ms. Fraser owns Ms. Farmer’s interest in Twitty Park pursuant to a Quitclaim Deed dated January 7, 2016 (attached as Exhibit G).

28. Upon information and belief, Bernice Cain McPherson has no other known heirs.

29. Upon information and belief, Era Cain Williams had eight children who are deceased, including Theo Williams and Wiley Herbert Williams.

30. Upon information and belief, Theo Williams had at least three children: Pat Williams, Sylvia Williams Biscamp, and Susan Shrode Husisian, who are T. L. Cain’s great-grandchildren.

31. Upon information and belief, Wiley Herbert Williams had three children, including Plaintiffs Darion Williams and Elizabeth Williams.

32. Ms. Fraser is the owner of Sylvia Williams Biscamp’s interest in Twitty Park pursuant to a Quitclaim Deed dated December 8, 2015, and recorded on January 6, 2016, at Deed Book 3531, page 460, Glynn County, Georgia, records (attached as Exhibit H).

33. Upon information and belief, the remaining heirs of Era Cain Williams are either unknown or reside outside of Georgia.

34. Plaintiffs are common owners of the Reverter along with the other Holders of the Reverter.

35. Plaintiffs' interest in the Reverter was determined to be valid property interests in Twitty Park by a 2019 Order of this Court. Glynn County was a party to the 2019 Order.

**THE COUNTY'S VIOLATION OF PUBLIC TRUST AND THE
DEED FROM T. L. CAIN**

36. On or about January 16, 1924, T. L. Cain dedicated the Original Twitty Park as a park for the benefit and use of the public by conveying it to Glynn County in accordance with the Cain Deed.

37. Twitty Park includes original-growth live oak trees that were part of the dedication of T. L. Cain. The dedication of Twitty Park as a public park was intended to preserve the live oak trees for the public's use and benefit. Should the public no longer use the park, the property with the live oak trees is to revert to the owners of the Reverter for their benefit and use.

38. Beginning on or about January 16, 1924, the citizens of Glynn County and the State of Georgia have continuously used Twitty Park as a public park.

39. The citizens of Glynn County and the State of Georgia have not abandoned Twitty Park as a public park.

40. Glynn County maintained Twitty Park as a public park during the time period beginning on or about January 16, 1924, and ending on or about April 26, 1982, except for the bisecting of the Original Twitty Park, such maintenance for public use being for a length of time in excess of 58 years.

41. Beginning on or about April 26, 1982, the purported successors of Glynn County to Twitty Park, including SIC, SIA, and Propco II, continuously maintained Twitty Park as a public park, except for the granting of two private access easements onto and across Twitty Park, such maintenance for public use being for a length of time in excess of 33 years.

42. Since the Court held that the 1982 transfer was ineffective, Glynn County has continuously maintained Twitty Park as a public park.

43. Plaintiffs are interested in the continued public use and benefit of Twitty Park.

44. However, Glynn County has recently taken steps to develop a roundabout and other roadworks at the intersection of Frederica Road and Sea Island Road (the “Roundabout Project” or “Roundabout”).

45. On or about August 17, 2022, Glynn County held a public meeting whereby Dave Austin, Glynn County Public Works and Parks Maintenance Director, presented a conceptual drawing prepared by SEI for a roundabout that would invade Twitty Park. Moreover, Glynn County misrepresented to the public that it owned Twitty Park in fee simple absolute and was not subject to the public trust doctrine, despite this Court’s prior Order.

46. On June 4, 2026, Glynn County acted on its plans to invade Twitty Park and approved a “Utility Relocation Agreement” with Georgia Power (Utility Relocation Agreement attached as Exhibit I).

47. Pursuant to the agreement between Glynn County and Georgia Power Company, Georgia Power will remove, relocate, or make certain adjustments to Georgia Power’s existing facilities to allow Glynn County to complete the Roundabout Project. The relocation agreement must be effectuated within six months of the approval. County Commission Chairman Wayne Neal has said to the news media that Glynn County will start work on the roundabout by the end of 2026 because “all the obstacles are out of the way.”

48. Exhibit A to the Utility Relocation Agreement illustrates, in detail, the scope of Georgia Power’s removal work. If allowed, Georgia Power’s work will devastate Twitty Park.

Georgia Power’s utility construction and related easements would cover 40% of the public’s land, including numerous 200-year-old oak trees that are enjoyed by the public. *See* Exh. I.

49. The Utility Relocation Plan is only the first step of the Roundabout Project. 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.” *See* Exh. C.

50. Glynn County, therefore, has manifested a clear intent to invade Twitty Park through the construction of a roundabout and violate the public trust doctrine.

51. Glynn County acted on this intent by approving the Utility Relocation Agreement on June 4, 2026, causing uncertainty about Plaintiffs’ and the public’s rights and interests in Twitty Park previously thought to be resolved by this Court’s Order.

52. The Roundabout invades Twitty Park and requires annexation of much of the same. This invasion is concrete and particularized to Twitty Park.

53. Glynn County is willfully acting to invade Twitty Park despite Georgia law mandating that Twitty Park be used as a public park and subject to the public trust doctrine, and this Court’s prior Order expressly recognizing and holding the same.

CLAIM ONE – FIRST REQUEST FOR DECLARATORY JUDGMENT

54. Plaintiffs restate all foregoing paragraphs of this Complaint.

55. Plaintiffs are in a position of uncertainty regarding their continued public use and benefit of Twitty Park because of actions taken by Glynn County.

56. T. L. Cain’s dedication of the Original Twitty Park as a public park and the citizens of Glynn County and the State of Georgia’s public use of Twitty Park for a length of time of in excess of 58 years imposed a public trust upon Twitty Park, whereby Glynn County serves as trustee of that public trust for the benefit of the citizens of Glynn County and the State of Georgia.

57. Pursuant to O.C.G.A. §§ 44-5-230 and 36-37-1, Twitty Park's use as a public park may not be alienated or abandoned without consent of the citizens of Glynn County and the State of Georgia, as beneficiaries of the public trust.

58. Pursuant to the Court's prior order, Twitty Park must be preserved as a park for use of the public pursuant to the public trust doctrine. *See Order.*

59. Glynn County's actions, including but not limited to its June 4, 2026, act of approval of a Utility Relocation Agreement, exceed its lawful authority and are in violation of Georgia law, including but not limited to O.C.G.A. § 44-5-230, § 36-37-1, and a lawful order of the Superior Court to which Glynn County was a party.

60. Plaintiffs are entitled to petition this Court for declaratory relief under applicable Georgia law, including Ga. Const. art. I, § II, Para. V and O.C.G.A. § 9-4-1 et seq.

61. Plaintiffs petition this Court to declare that Glynn County may not alienate or abandon Twitty Park's use as a public park under Georgia law, including relocating the utility lines as described in the Utility Relocation Agreement, the development of Twitty Park for the Roundabout Project, or other roadwork without the approval by referendum of the citizens of Glynn County.

62. This Court found by Order dated May 21, 2026, that a request for the Court to declare that the development of the Roundabout Project is a violation of Georgia law and the Cain Deed is a "new action for declaratory relief" and has not properly been before the Court prior. *See* May 21, 2026 Order, p. 8.

63. After the Court so declares, Plaintiffs petition this Court to enjoin Glynn County from using Twitty Park for any purpose other than a park for the benefit and use of the public.

64. Pursuant to O.C.G.A. § 9-5-1 et seq., Plaintiffs request the Court to issue an injunction prohibiting Glynn County from developing Twitty Park for a roundabout or any other roadwork or for any other private or public use other than a public park, including effectuating the Utility Relocation Agreement with Georgia Power Company.

**CLAIM TWO – SECOND REQUEST FOR DECLARATORY RELIEF FOR
REVERSION (IN THE ALTERNATIVE)**

65. Plaintiffs restate all foregoing paragraphs of this Complaint.

66. Plaintiffs are in a position of uncertainty regarding whether the Reverter has triggered and Twitty Park is owned in fee simple by Plaintiffs and the John and Jane Does.

67. Glynn County, through its actions, has manifested an intent and taken action to take Twitty Park and use it for a roundabout.

68. The Roundabout Project impairs the economic, beneficial, and productive uses of the entire parcels of Twitty Park.

69. The Roundabout is not a concurrent use of a small portion of Twitty Park.

70. Glynn County's actions caused Twitty Park to revert to Plaintiffs and the John and Jane Does.

71. Plaintiffs request that this Court declare that Twitty Park reverted to Plaintiffs and the John and Jane Does.

WHEREFORE, Plaintiffs request that this Court:

a. Declare that (i) Glynn County cannot alienate or abandon Twitty Park's use as a public park, including relocation of the existing power lines, or other further development of Twitty Park for the Roundabout or other roadwork, without the approval by referendum of the citizens of Glynn County, and (ii) Glynn County is obligated to maintain Twitty Park for the

public's use and benefit in accordance with the Cain Deed and the public trust (or in the alternative, declare that Twitty Park reverted to the Holders of the Reverter, including Plaintiffs);

b. Once declared, issue an injunction prohibiting Glynn County from developing Twitty Park for a roundabout or any other roadwork or for any other private or public use other than a public park (or in the alternative, declare that Twitty Park reverted to the Holders of the Reverter, including Plaintiffs); and

c. Enter any further order, decree, writ, or injunction as is appropriate under the law, equity and justice of this case.

Respectfully submitted this 3rd day of August, 2026.

BOUHAN FALLIGANT LLP

/s/ Todd M. Baiad
TODD M. BAIAD
Georgia Bar No. 031605
LUCAS D. BRADLEY
Georgia State Bar No. 672136
Attorneys for Plaintiffs

One West Park Ave. (31401)
P.O. Box 2139
Savannah, Georgia 31402
(912) 232-7000 (T)
(912) 233-8011 (F)
tmbaiad@bouhan.com
ldbradley@bouhan.com

EXHIBIT A

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

J. H. Prim (S.S.)

in the presence of:

Jose R. Hermida, (L.S.)

J. Mark Wilcox

Recorded January 16th 1924

C. B. Conyers,
Notary Public, Glynn County, Ga.,
(U.S. Internal Revenue Stamp \$1.00)

(Signature)
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.

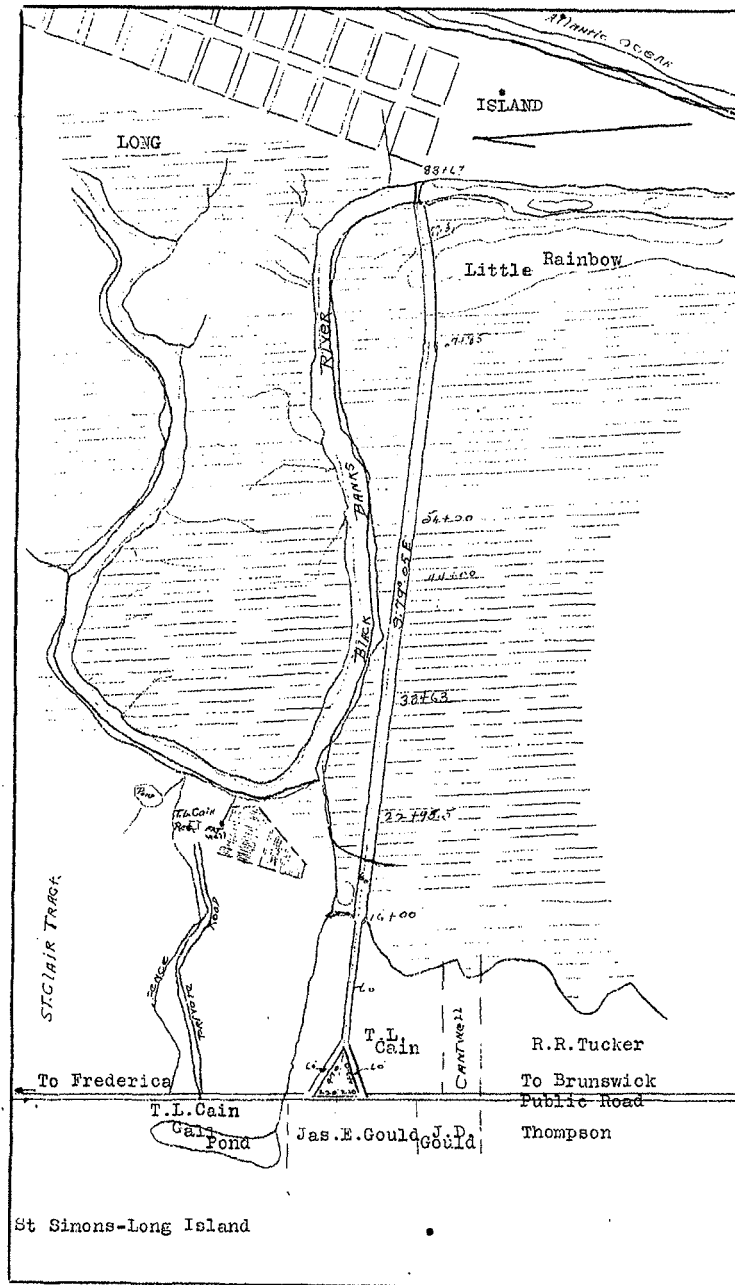
Signed, sealed and delivered

T. L. Cain (L.S.)

in the presence of:

A. O. Townsend

Clarence V. Fryer,
Notary Public, Glynn County, Ga., (See next page for Map.)



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

EXHIBIT B

GEORGIA, GLYNN COUNTY.

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A CONVEYANCE, made this April 26, 1982, from
 GLYNN COUNTY, a political subdivision of the State of Georgia,
 hereinafter referred to as Grantor, to SEA ISLAND COMPANY, a
 Georgia corporation, domiciled in Glynn County, Georgia, here-
 inafter referred to as Grantee,

WITNESSETH:

For and in exchange of real property this day conveyed
 by Grantee to it, Grantor hereby grants and conveys unto
 Grantee, its successors and assigns, the following described
 real property, to-wit:

Those two certain lots, tracts or parcels of land
 situate, lying and being on St. Simons Island, in the
 25th District, G.M., of Glynn County, Georgia, described
 and identified according to the attached print of a
 plat made for Grantor by George P. Underwood, Jr., &
 Associates, Inc., (approved by George P. Underwood,
 Jr., Georgia Registered Land Surveyor No. 1927), as
 follows, to-wit:

TRACT NO. 1 contains 1.100 acres, and begins
 at the point marking the intersection of the eastern
 line of the right-of-way of Frederica Road with the
 southern line of the right-of-way of Sea Island
 Causeway (said point being located at X=746,875.597,
 Y=431,207.484 according to the Georgia Coordinate
 System, East Zone), and from said beginning point
 running south 78 degrees 46 minutes 46 seconds east,
 along the southern line of the right-of-way of said
 Sea Island Causeway, a distance of 510.44 feet; thence
 south 11 degrees 13 minutes 14 seconds west a dis-
 tance of 5 feet; thence along a curve bearing to the
 southwest and having a radius of 503.69 feet, a dis-
 tance of 292.56 feet; thence south 67 degrees 56
 minutes 29 seconds west a distance of 89.80 feet;
 thence along a curve bearing to the south and having
 a radius of 249.60 feet, a distance of 278.94 feet to
 the eastern line of the right-of-way of said Frederica
 Road, and thence along the eastern line of the right-
 of-way of said Frederica Road north 3 degrees 54 min-
 utes 58 seconds east a distance of 380.39 feet to the
 beginning point.

TRACT NO. 2 contains 0.892 acres, and begins at
 the point marking the intersection of the northern
 line of the right-of-way of said Sea Island Causeway
 with the eastern line of the right-of-way of said
 Frederica Road (said point being X=746,882.483,
 Y=431,308.067 according to said Georgia Coordinate
 System, East Zone), and from said beginning point
 running north 3 degrees 54 minutes 58 seconds east,
 along the eastern line of the right-of-way of said
 Frederica Road, a distance of 209.05 feet; thence
 south 51 degrees 27 minutes 49 seconds east a dis-
 tance of 451.86 feet to the northern line of the
 right-of-way of said Sea Island Causeway, and thence

Glynn County, Georgia
 Real Estate Transfer Tax

Paid \$ - 0 - 0000

Date April 27, 1982

by [Signature] of [Signature]

north 78 degrees 46 minutes 46 seconds west, along the southern line of the right-of-way of said Sea Island Causeway, a distance of 374.89 feet to the beginning point.

Reference is hereby made to said plat of survey for further description and identification of said real property and for all other purposes.

TO HAVE AND TO HOLD the real property above described and hereby conveyed, together with all and singular the rights, members and appurtenances thereunto belonging or in any manner appertaining, unto Grantee, its successors and assigns, to be held by it and them for the uses and purposes set out in a deed from T. L. Cain to Grantor dated January 16, 1924, and recorded in the public records of Glynn County, Georgia, in Deed Book 3-R, page 15, and for none other. Reference is hereby made to said deed and to the plat attached thereto, and to the record thereof, for a full and complete understanding of the limitations upon the use of said real property set out therein, and for all other purposes.

BE IT UNDERSTOOD, however, that a portion of the real property conveyed by said deed was conveyed by said Cain to Grantor "for the purpose of a right-of-way from St. Simons to Long Island" and the remainder of said real property was conveyed by said Cain to Grantor "for the purpose of a park for the use and benefit of the public"; that such real property has been held and maintained by Grantor for such purposes since the date of said deed, except subsequent to the date of said deed the two 60-foot "Ys" shown on said plat attached to said deed were abandoned, "the road from St. Simons to Long Island", now Sea Island, was extended in a straight line in a westerly direction through the triangular tract shown on said plat, which was restricted in said deed "for the purpose of a park", to the public road from Frederica to Brunswick shown on said plat, and, since such abandonment, said two 60-foot "Ys" so abandoned have been incorporated in and used and maintained by Grantor, along with the remainder of said real property, except the portion thereof used for said road extension, "for the purpose of a

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park for the use and benefit of the public"; that this conveyance is made to and accepted by Grantee upon the understanding that it will hold and maintain said real property "for the purpose of a park for the use and benefit of the public" and for no other purpose; that said real property never will be used for any residential or commercial purposes; that Grantee, at its own cost and expense, will hold and maintain said real property "for the purpose of a park for the use and benefit of the public", without any call or demand upon Grantor for contribution; that if Grantee ever should cease to hold and maintain said real property for the purpose above stated, title thereto will revert to Grantor, and that the restrictions upon the use of said real property set out in said deed and the conditions respecting its use by Grantee herein set out shall be and are covenants running with the land.

BE IT FURTHER UNDERSTOOD that heretofore Marc Rankin, an experienced real estate appraiser, determined that the value of the real property this day conveyed by Grantee to Grantor is \$129,785.00 and that the value of the real property hereinabove described and hereby conveyed by Grantor to Grantee is \$27,000.00; that the Commissioners of Grantor, who are the proper authorities of Grantor and are charged with the responsibility of administering Grantor's affairs, in meeting regularly assembled on November 5, 1981, reviewed, considered and approved such values, agreed the exchange being made is a fair one (especially since the real property which Grantee is conveying to Grantor is needed for the extension of the sewerage system on St. Simons Island, Georgia, and the exchange being made involves no outlay of cash on the part of Grantor) and approved such exchange, and that notice of the proposed exchange was advertised in The Brunswick News, the official organ of Glynn County, Georgia, within six weeks prior to said date, and no protest thereto has been filed.

And Grantor hereby warrants and represents unto Grantee, its successors and assigns, that between January 16, 1924, the date of the deed from said Cain to it, and the date of this deed, it has not made nor has it permitted any use to be made of said

Page 4.

real property except for the purposes set out in the deed from said Cain to it, and that no persons have any right to claim or may claim that such purposes have been violated by any use made of said real property by or for Grantor.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered these presents, acting by and through its duly authorized officers, and under and pursuant to a resolution of its Commissioners adopted at a regular meeting duly held on NOVEMBER 5, 1981, on this the day and year first above written.

Signed, sealed and delivered in the presence of:

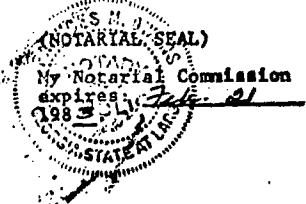
[Signature]
(Witness)
Francis M. Cullen
Notary Public,

GLYNN COUNTY

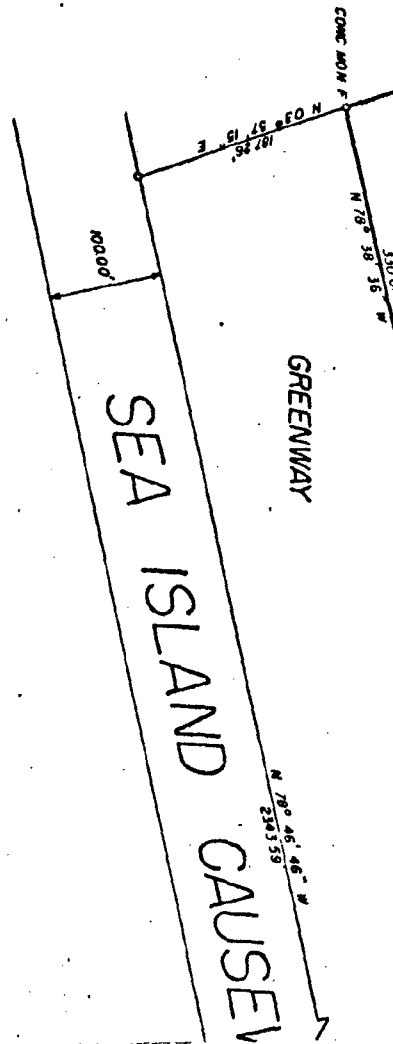
By [Signature]
Chairman of Commissioners
of Glynn County, Georgia.

ATTEST:

By [Signature]
Its Clerk

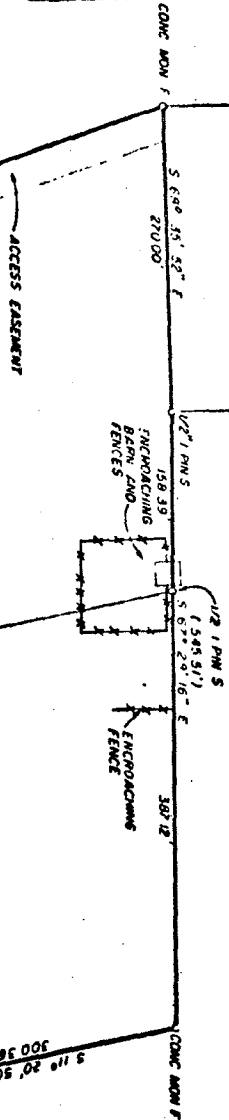


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GLYNN HAVEN
SUBDIVISION

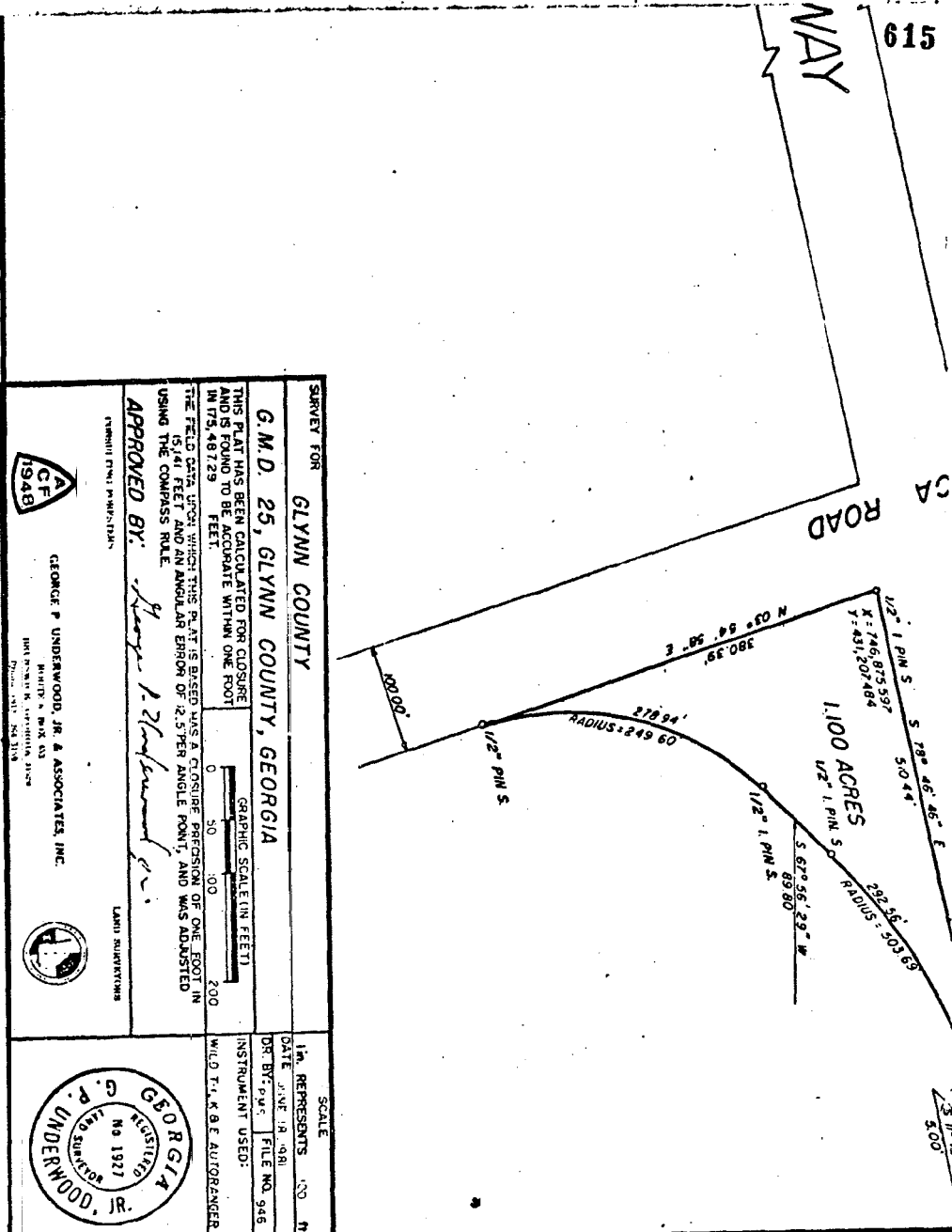


PARCEL B
5696 ACRES

PARCEL C
2946 ACRES

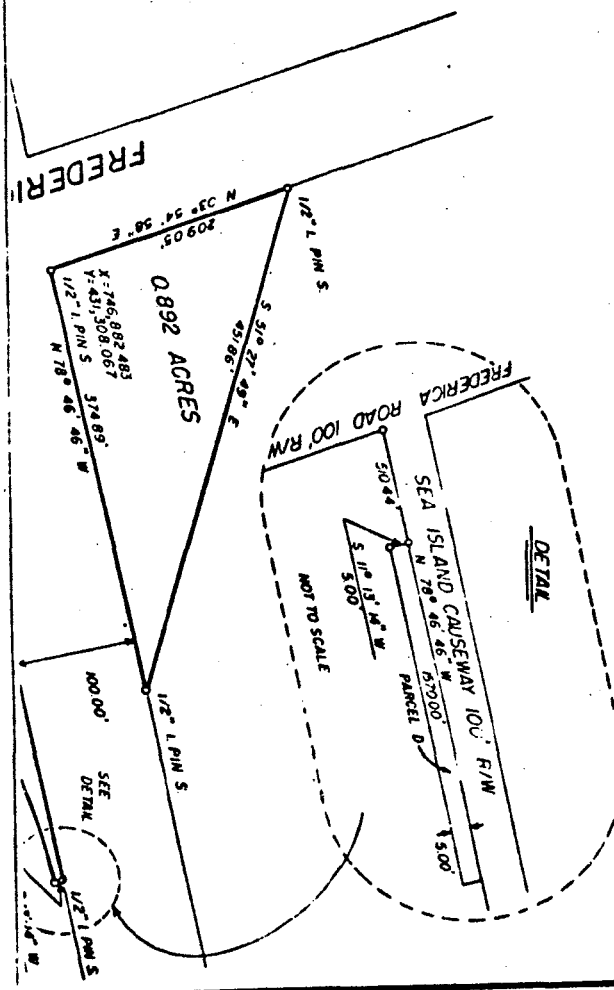
ST SIMONS
SEWER PLANT

SEA ISLAND PROPE



SURVEY FOR		GLYNN COUNTY	
G.M.D. 25, GLYNN COUNTY, GEORGIA		THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 175,481.29 FEET.	
THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS A CLOSURE PRECISION OF ONE FOOT IN 175,481.29 FEET AND AN ANGULAR ERROR OF 2.5 PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.		APPROVED BY: <i>George P. Underwood, Jr.</i>	
 GEORGE P. UNDERWOOD, JR. & ASSOCIATES, INC. 1001 N. W. 10th St. Ft. Lauderdale, FL 33304		GRAPHIC SCALE (IN FEET) 0 50 100 200 1" = 100'	
SCALE 1" REPRESENTS 100 FT. DATE: JUNE 18, 1981 DRAWN BY: PUG FILE NO. 946 INSTRUMENT USED: WILD T.A.K. 9 E. AUTORANGER		LAND SURVEYING 	

RTIES



Recorded this 27th day of April, 1982, by Joe Wilson, Deputy
 Marvin J. Highsmith, Clerk of Superior Court, Glynn County, Georgia.

EXHIBIT C

IN THE SUPERIOR COURT OF GLYNN COUNTY

STATE OF GEORGIA

THE GLYNN ENVIRONMENTAL)
COALITION, INC. and JANE FRASER,)

Plaintiffs,)

v.)

SIA PROPCO II, LLC, GLYNN COUNTY,)
GEORGIA, and JOHN and JANE DOES,)

Defendants.)

Civil Action No. CE16-00025-063

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

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. Cain¹⁴, dedicated to public use, and which had not abandoned by the public – to SIC in 1982? While the

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,

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

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

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

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

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**

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 ...

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 rule 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.").

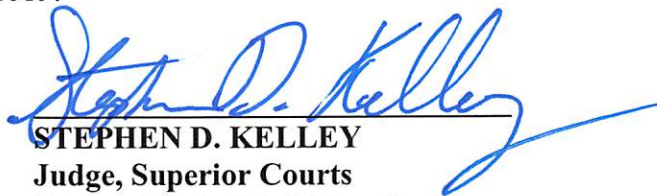
⁴⁵ See *City of Barnesville v. Stafford*, 161 Ga. 588 (1926).

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 D

COURT OF ORDINARY OF
GLYNN COUNTY, GEORGIA.

In the matter of:
T. L. Cain,
deceased.

Petition of Arthur Cain
for probate in solemn
form, the will of T. L.
Cain, deceased.

FILED IN OFFICE *July 10 1940*
Arthur A. Bennett
Ordinary, G. C. Ga.

Will Book A.
Page 380

Final Record
Book 7 - Page 203

REESE, SCARLETT, BENNETT & GILBERT
ATTORNEYS AT LAW
BETHLEHEM, GEORGIA

GEORGIA, GLYNN COUNTY.

I, Mrs. Lillier A. Cain, of St. Simons Island, in Glynn County, Georgia, the widow of T. L. Cain, deceased, do hereby acknowledge due and lawful service of the petition of Arthur Cain, a son of said T. L. Cain, deceased, for probate in solemn form of the writing referred to therein purporting to be the last will and testament of my deceased husband. I also acknowledge due and lawful service of the order and citation attached to said petition.

And I hereby acknowledge that the writing attached to said petition purporting to be the last will and testament of my deceased husband, is in fact his last will and testament, and I hereby consent to the probate of said will in solemn form as his last will and testament, and to the appointment of said Arthur Cain, as administrator with said will annexed.

Witness my hand and seal this July 24, 1940.

Mrs. Lillier A. Cain (SEAL)

Executed in the presence of:

Donald D. Davis, N.P.
Notary Public, Glynn County,
Georgia.

STATE OF GEORGIA...COUNTY OF GLYNN...

I, T. L. Cain, of said State and County, being of sound and disposing mind and memory, do make this my last will and testament, hereby revoking any and all others that I have heretofore made.

Item I.

It is my will and desire that my body be buried in a Christian-like manner suitable to my condition and station in life, the place and details of which I leave to my executor hereinafter named.

Item II.

It is my will and desire that all of my just debts be paid as soon as may be practicable after my death.

Item III.

If at the time of my death, the Cain Furniture Company - a furniture Company now owned and operated by me; be in operation and owned by me, then and in that event it is my wish and desire that my Executor hereinafter named take immediate charge - thereof and operate the same "as a Going Concern" until such time, as in his discretion, it can be sold profitably and advantageously. He is at liberty to sell the same either publicly or privately for cash or on terms satisfactory to him; the proceeds of said sale shall become assets of my estate for distribution as herein after set forth.

Item IV.

If at the time of my death there is any real estate owned by me, my executor hereinafter named shall take immediate charge thereof and hold the same until such time as in his discretion it can be sold profitable and advantageously. He is at liberty to sell the same publicly or privately for cash or on terms satisfactory to him and execute titles thereto- the proceeds from such sale shall become assets of my estate for distribution as hereinafter set forth.

Item V.

I will, bequeath and devise to my wife Lillie A. Cain, if living at the time of my death the sum of ONE HUNDRED DOLLARS to be paid by my Executor hereinafter named as soon as practicable after my death.

Item VI.

I will, bequeath and devise to my sons, Arthur Cain, Verlon Cain, Lester Cain, Leonard Cain, Hoyt Cain and Willie Cain, the sum of FIFTY DOLLARS EACH to be paid by my Executor hereinafter named as soon as practicable after my death.

Item VII

I will bequeath and devise to my daughters Mrs. Era Cain-Williams; Bernice Cain, and Mrs. Aldora Cain-Dunham the sum of ONE HUNDRED DOLLARS EACH to be paid by my Executor hereinafter named as soon as practicable after my death.

ITEM VIII.

I will bequeath and devise to my daughters Mrs. Era Cain-Williams, Bernice Cain, and Mrs. Aldora Cain-Dunham the remainder of my estate when converted into cash by my said Executor share and share alike.

ITEM IX.

I hereby constitute and appoint John H. Mann the sole Executor of this my will and testament, and I expressly confer upon him power as such to administer my estate in accordance with the terms of this my will relieving him from giving bond and making returns thereof except yearly to the Ordinary of said County. He shall however immediately after taking charge make inventory and appraisement of my estate and file the same with the Ordinary of said County. I expressly confer upon him as herein stated and now reiterated the power to sell any part or all of my said estate at public or private sale with or without notice, as he may seem best, and without any order of court for so doing. It being my express desire and direction that all my assets be converted into cash and said cash distributed in accordance with this my will. It is expressly authorized should it be necessary to borrow money for the use of said estate that lien, mortgage or security deed or trust deed may be executed by my executor without the order of court for so doing-- my said executor looking at all time for the best interest of said estate and to secure as much cash therefor as possible under the circumstances.

Item 2.

My Executor hereinafter shall deposit all monies with the Brunswick Bank and Trust Company and draw checks upon said account and shall make all payments by check except operating expenses of the said "Cain Furniture Company" if the same should by him be operated as such "Going Concern". His accounts may be checked quarterly by any of the parties at interest and the beneficiaries under this will when and if convenient so to do. All special bequest herein shall be paid if not in full should the business be operated by my said Executor and the property not sold pro-rata but when and if so sold or the said business so authorizes then and in that event such special bequest shall be paid in full.

This 12th, day of February 1938.

T. L. Cain

Signed, sealed, declared and published by T. L. Cain, as his last will and testament, in the presence of us, the undersigned, who subscribe our names hereto in the presence of said testator, after he had signed his name thereto, and at his special instance and request, and in the presence of each other.
This 12th, day of February 1938.

L. Myers
J. A. Trifon
Henry O. Jones

GEORGIA, GLYNN COUNTY.

TO THE COURT OF ORDINARY OF GLYNN COUNTY, GEORGIA,
AND TO THE HONORABLE EDWIN W. DAKE, JUDGE THEREOF:

The petition of Arthur Cain, a resident of Glynn County, Georgia, respectfully shows:

1.-T. L. Cain, late of said County, died testate on November 16, 1939, owning valuable real and personal property in said State.

2.-The will of said testator, dated February 12, 1938, is herewith presented to the Court.

3.-John H. Moore, a resident of said County, is named executor of said will, but for reasons best known to him, he has declined to accept the obligation and has refused to act as such executor. His written refusal is herewith presented to the Court.

4.-Petitioner shows that the following named persons are the next of kin and are all of the heirs at law of said testator, to-wit:

Mrs. Lillier A. Cain, his widow, who resides on St. Simons Island, in Glynn County, Georgia;

Arthur Cain, a son, and petitioner, who resides on St. Simons Island, in Glynn County, Georgia;

Leonard Cain, a son, who resides at Merritt Island, in Brevard County, Florida;

Verlon Cain, a son, who resides at Cocoa, in Brevard County, Florida;

Lester Cain, a son, who resides at Cocoa, in Brevard County, Florida;

Moyt Cain, a son, who resides at Jacksonville, in Duval County, Florida;

-2-

Willie Cain, a son, who resides at Cocoa, in Brevard County, Florida;

Mrs. Era Cain Williams, a daughter, who resides at Port Arthur, in Jefferson County, Texas;

Mrs. Bernice Cain McPherson, a daughter, who resides at Miami, in Dade County, Florida; and

Mrs. Aldora Cain Dunman, a daughter, who resides at Hollywood, in Broward County, Florida.

5.-Said testator left no descendants of a deceased child or children surviving him.

6.-All of the heirs at law of said testator named above are of full age and laboring under no disability.

7.-Petitioner herewith presents a consent signed by all of the other heirs of said testator requesting this Court to appoint him administrator with the will annexed of said testator. The consent also contains a stipulation that petitioner shall be relieved of giving any bond as such administrator, or of making any inventory or appraisement of the estate of said testator, and of making any return of any kind to this Court, all of which is in accordance with the terms of said will.

8.-Petitioner alleges that the said will is the true last will of said testator, and that there are no codicils thereto.

WHEREFORE PETITIONER PRAYS:

(a) - That said will be proved in solemn form and admitted to record as required by law as the last will and testament of T. L. Cain, deceased;

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-3-

(b) - That citation issue and be served as provided by law upon all of the next of kin and heirs at law of said testator, and upon all persons interested to show cause, if any they can, why said will should not be proved in solemn form and admitted to record as the last will and testament of said testator, and why petitioner should not be appointed as administrator thereof; and

(c) -That upon proof of said will and of its admission to record in solemn form, letters of administration with said will annexed be issued to him in accordance with the law governing such matters.

Respectfully submitted,

Arthur Crain
Petitioner.

Reese, Scarlett, Bennet & Gilbert
Petitioner's Attorneys.

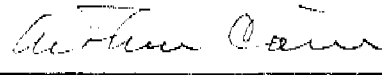
BY

John Gilbert

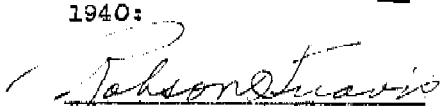
-3-

GEORGIA, GLYNN COUNTY.

Personally appeared before the undersigned Arthur Cain, to me well know, who having been first duly sworn, deposes and says on oath that he is the petitioner in the foregoing petition, that he has read the same, and that the statements therein contained are true as he verily believes.



Sworn to and subscribed
before me this June 28th,
1940:



Notary Public, Glynn
County, Georgia.

GEORGIA, GLYNN COUNTY.

I, John N. Moore, of said County, named as executor in the within writing purporting to be the last will and testament of T. L. Cain, late of said County, deceased, do hereby refuse to qualify and serve as such and do hereby renounce completely and forever any and all right which I may have under said writing to act as executor thereof.

Dated at Brunswick, in Glynn County, Georgia,
this June 29, 1940.

John N. Moore

TO THE HONORABLE EDWIN W. DART, ORDINARY OF SAID
COUNTY:

We, Mrs. Lillier A. Cain, the widow, of St. Simons Island, Georgia; Leonard Cain, a son, of Merritt Island, in Brevard County, Florida; Verlon Cain, a son, of Cocoa, Florida; Hoyt Cain, a son of Jacksonville, Florida; Willie Cain, a son, of Cocoa, Florida; Lester Cain, a son of Cocoa, Florida; Mrs. Era Cain Williams, a daughter, of Fort Arthur Texas; Mrs. Bernice Cain McPherson, a daughter, of Miami, Florida, and Mrs. Aldora Cain Dunman, a daughter, of Hollywood, Florida, who together with Arthur Cain, are the only heirs at law of T. L. Cain, deceased, who died testate on November 16, 1939, a resident of Glynn County, Georgia, hereby join in the foregoing petition by said Arthur Cain, for his appointment as administrator with the will annexed of T. L. Cain, deceased, and request that the petition be granted and that he be appointed as prayed therein.

We further agree that said Arthur Cain shall be relieved of giving any bond as such administrator, of making any inventory or appraisement of the estate of said testator, and of making any returns of any kind to the Court of Ordinary of said County.

Dated as of June 22, 1940.

Mrs. Lillier A. Cain

Leonard Cain

Verlon Cain

-2-

Hoyt CainWillie CainLester CainMrs Era Cain WilliamsMrs Bernice Cain McPhersonMrs Aldora Cain Dorman

EXHIBIT E

Return to:
Ashton M. Bligh, Esq.
Butler Snow LLP
1170 Peachtree Street NE
Suite 1900
Atlanta, GA 30309

Cross Reference
Deed Book 3-R, Page 15
of the Glynn County,
Georgia Property Records

STATE OF GEORGIA

COUNTY OF GLYNN

Quitclaim Deed

THIS INDENTURE, made the 4th day of December, 2015, by and between Thomas Eugene Dunman, of the County of Lumpkin, Georgia, as First Party, hereinafter referred to as the Grantor, and Jane Fraser of the County of Glynn, Georgia, as the Second Party, hereinafter referred to as Grantee.

WHEREAS, pursuant to a deed entered into and recorded in the public records of the County of Glynn, Georgia, in Deed Book 3-R, page 15, on the 16th day of January, 1924, T. L. Cain thereby conveyed to the County of Glynn, Georgia, 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 map in such deed and attached hereto as Exhibit A. The first tract of land was conveyed for the purpose of a right of way for a road from St. Simons to Long Island (now known as Sea Island) and the second tract of land was conveyed for the purpose of a park for the use and benefit of the public; if the lands should ever cease to be used for such purposes then the title to the same shall revert to T. L. Cain.

WHEREAS, Grantor is a grandson of T. L. Cain and a son and a beneficiary of Aldora Elizabeth Cain Dunman, being a daughter of T. L. Cain and a beneficiary of the reverter interest of the above described conveyance pursuant to a certain will and testament entered into by T. L. Cain on the 12th day of February, 1938, and probated on the 10th day of July, 1940, being recorded in the public records of the County of Glynn, Georgia, in Book 7, page 203.

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all rights, title and interests in those tracts or

parcels of land lying and being located in the County of Glynn, Georgia, and more fully and completely 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 recorded in the public records of the County of Glynn, Georgia, in Deed Book 3-R, page 15.

TO HAVE AND TO HOLD the said described property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor, shall at any time, by any means or ways, have, claim or demand any right or title to the said described property or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Thomas Eugene Dorman
GRANTOR

Jarvis Morris Dorman
UNOFFICIAL WITNESS

Frances W. Jaudon
NOTARY PUBLIC
Commission Expires: 6/06/2019

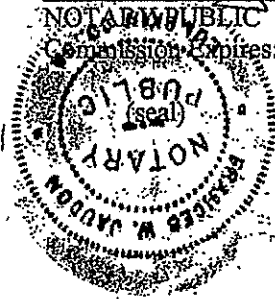
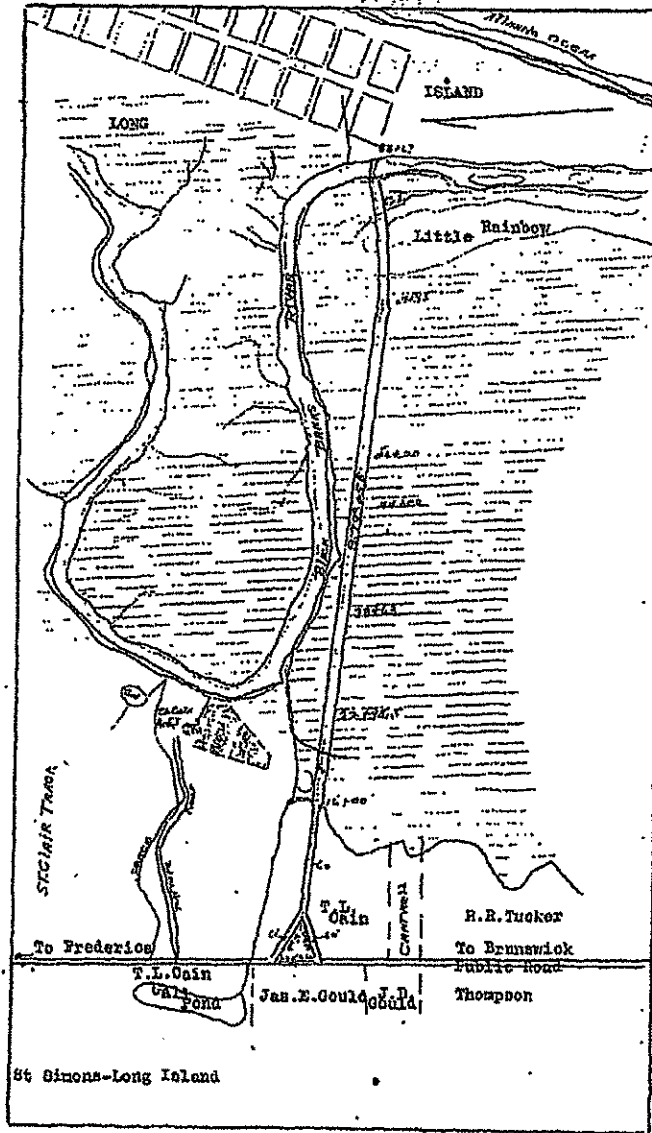


Exhibit A

[Property Description Attached]



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

Recorded January 16th 1924

Deputy Clerk.

EXHIBIT A

EXHIBIT F

Return to:
Ashton M. Bligh, Esq.
Butler Snow, LLP
1170 Peachtree Street NE
Suite 1900
Atlanta, GA 30309

Cross Reference
Deed Book 3-R, Page 15
of the Glynn County,
Georgia Property Records

STATE OF GEORGIA

COUNTY OF GLYNN

Quitclaim Deed

THIS INDENTURE, made the 28 day of October, 2015, by and between Dwight Alexander McPherson, of the County of Troup, State of Georgia, as First Party, hereinafter referred to as the Grantor, and The Glynn Environmental Coalition, Inc., a Georgia nonprofit corporation, as the Second Party, hereinafter referred to as Grantee.

WHEREAS, pursuant to a deed entered into and recorded in the public records of the County of Glynn, Georgia, in Deed Book 3-R, page 15, on the 16th day of January, 1924, T. L. Cain thereby conveyed to the County of Glynn, Georgia, 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 map in such deed and attached hereto as Exhibit A. The first tract of land was conveyed for the purpose of a right of way for a road from St. Simons to Long Island (now known as Sea Island) and the second tract of land was conveyed for the purpose of a park for the use and benefit of the public; if the lands should ever cease to be used for such purposes then the title to the same shall revert to T. L. Cain.

WHEREAS, Grantor is a grandson of T. L. Cain and a son and a beneficiary of Bernice Cain McPherson, being a daughter of T. L. Cain and a beneficiary of the reverter interest of the above described conveyance pursuant to a certain will and testament entered into by T. L. Cain on the 12th day of February, 1938, and probated on the 10th day of July, 1940, being recorded in the public records of the County of Glynn, Georgia, in Book 7, page 203.

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all rights, title and interests in those tracts or parcels of land lying and being located in the County of Glynn, Georgia, and more fully and completely 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 recorded in the public records of the County of Glynn, Georgia, in Deed Book 3-R, page 15.

TO HAVE AND TO HOLD the said described property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor, shall at any time, by any means or ways, have, claim or demand any right or title to the said described property or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Charlie Chardage
UNOFFICIAL WITNESS

MD Gibson
NOTARY PUBLIC

Commission Expires: 9/30/2017

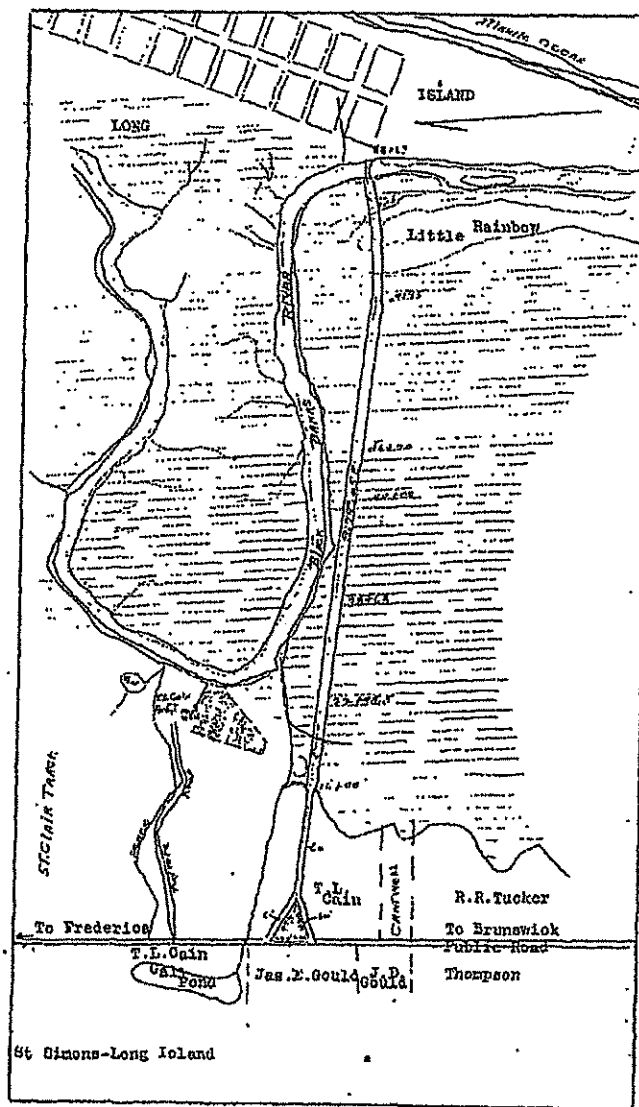
D. A. McPherson
GRANTOR
Dwight A. McPherson



Exhibit A

[Property Description Attached]

28271885v1



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

Recorded January 16th 1924

Deputy Clerk.

EXHIBIT A

EXHIBIT G

Return to:
Ashton M. Bligh, Esq.
Butler Snow LLP
1170 Peachtree Street NE
Suite 1900
Atlanta, GA 30309

Cross Reference
Deed Book 3-R, Page 15
of the Glynn County,
Georgia Property Records

STATE OF GEORGIA

COUNTY OF GLYNN

Quitclaim Deed

THIS INDENTURE, made the 7th day of January 2016, between Eris Farmer, of the County of Monroe, Georgia, as First Party, hereinafter referred to as the Grantor, and Jane Fraser of the County of Glynn, Georgia, as the Second Party, hereinafter referred to as Grantee.

WHEREAS, pursuant to a deed entered into and recorded in the public records of the County of Glynn, Georgia, in Deed Book 3-R, page 15, on the 16th day of January, 1924, T. L. Cain thereby conveyed to the County of Glynn, Georgia, 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 map in such deed and attached hereto as Exhibit A. The first tract of land was conveyed for the purpose of a right of way for a road from St. Simons to Long Island (now known as Sea Island) and the second tract of land was conveyed for the purpose of a park for the use and benefit of the public; if the lands should ever cease to be used for such purposes then the title to the same shall revert to T. L. Cain.

WHEREAS, Grantor is a granddaughter of T. L. Cain and a daughter of Bernice Cain McPherson, being a daughter of T. L. Cain and a beneficiary of the reverter interest of the above described conveyance pursuant to a certain will and testament entered into by T. L. Cain on the 12th day of February, 1938, and probated on the 10th day of July, 1940, being recorded in the public records of the County of Glynn, Georgia, in Book 7, page 203.

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all rights, title and interests in those tracts or parcels of land lying and being located in the County of Glynn, Georgia, and more fully and completely 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 recorded in the public records of the County of Glynn, Georgia, in Deed Book 3-R, page 15.

TO HAVE AND TO HOLD the said described property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor, shall at any time, by any means or ways, have, claim or demand any right or title to the said described property or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Eris M. Farmer
GRANTOR

Hugh J. Farmer
UNOFFICIAL WITNESS

Sarita Doty
NOTARY PUBLIC
Commission Expires: 1-12-16

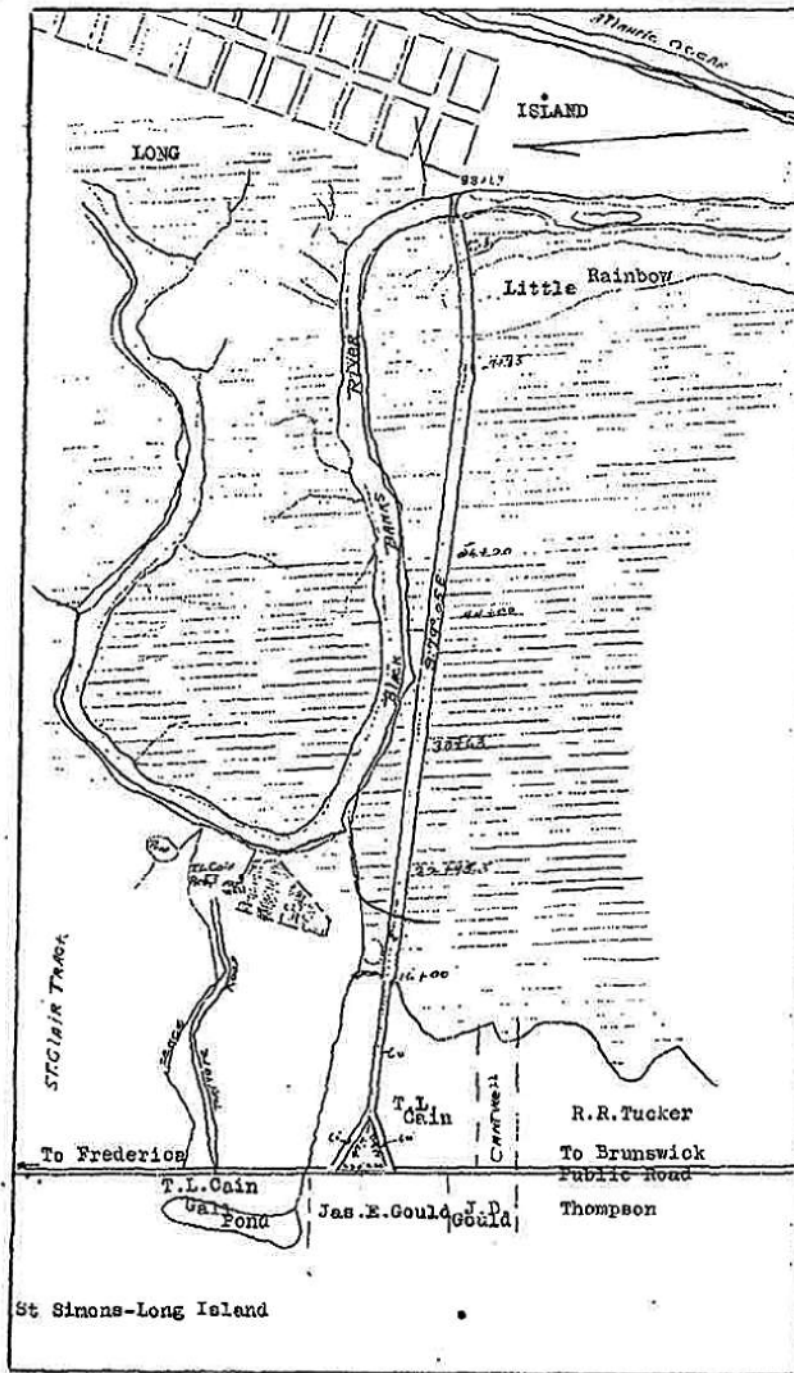
(seal)



Exhibit A

[Property Description Attached]

29302296v1



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

Recorded January 16th 1924

Deputy Clerk.

EXHIBIT A

EXHIBIT H

Return to:
Ashton M. Bligh, Esq.
Butler Snow LLP
1170 Peachtree Street NE
Suite 1900
Atlanta, GA 30309

Cross Reference
Deed Book 3-R, Page 15
of the Glynn County,
Georgia Property Records

STATE OF GEORGIA

COUNTY OF GLYNN

Quitclaim Deed

THIS INDENTURE, made the 8th day of December, 2015, between Sylvia Biscamp, of the County of Bernalillo, New Mexico, as First Party, hereinafter referred to as the Grantor, and Jane Fraser of the County of Glynn, Georgia, as the Second Party, hereinafter referred to as Grantee.

WHEREAS, pursuant to a deed entered into and recorded in the public records of the County of Glynn, Georgia, in Deed Book 3-R, page 15, on the 16th day of January, 1924, T. L. Cain thereby conveyed to the County of Glynn, Georgia, 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 map in such deed and attached hereto as Exhibit A. The first tract of land was conveyed for the purpose of a right of way for a road from St. Simons to Long Island (now known as Sea Island) and the second tract of land was conveyed for the purpose of a park for the use and benefit of the public; if the lands should ever cease to be used for such purposes then the title to the same shall revert to T. L. Cain.

WHEREAS, Grantor is a great-granddaughter of T. L. Cain and a daughter of Theo Williams, who is the son and beneficiary of Era Cain Williams, being a daughter of T. L. Cain and a beneficiary of the reverter interest of the above described conveyance pursuant to a certain will and testament entered into by T. L. Cain on the 12th day of February, 1938, and probated on the 10th day of July, 1940, being recorded in the public records of the County of Glynn, Georgia, in Book 7, page 203.

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all rights, title and interests in those tracts or parcels of land lying and being located in the County of Glynn, Georgia, and more fully and completely 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 recorded in the public records of the County of Glynn, Georgia, in Deed Book 3-R, page 15.

TO HAVE AND TO HOLD the said described property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor, shall at any time, by any means or ways, have, claim or demand any right or title to the said described property or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Loretta Healy
UNOFFICIAL WITNESS

Sylvia Biscamp
GRANTOR
Sylvia Biscamp

H. Denise Pisto
NOTARY PUBLIC
Commission Expires: 3-4-19

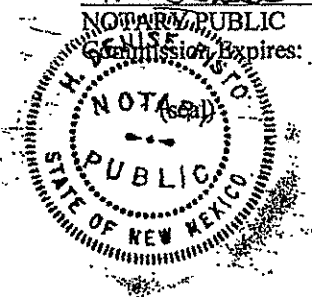
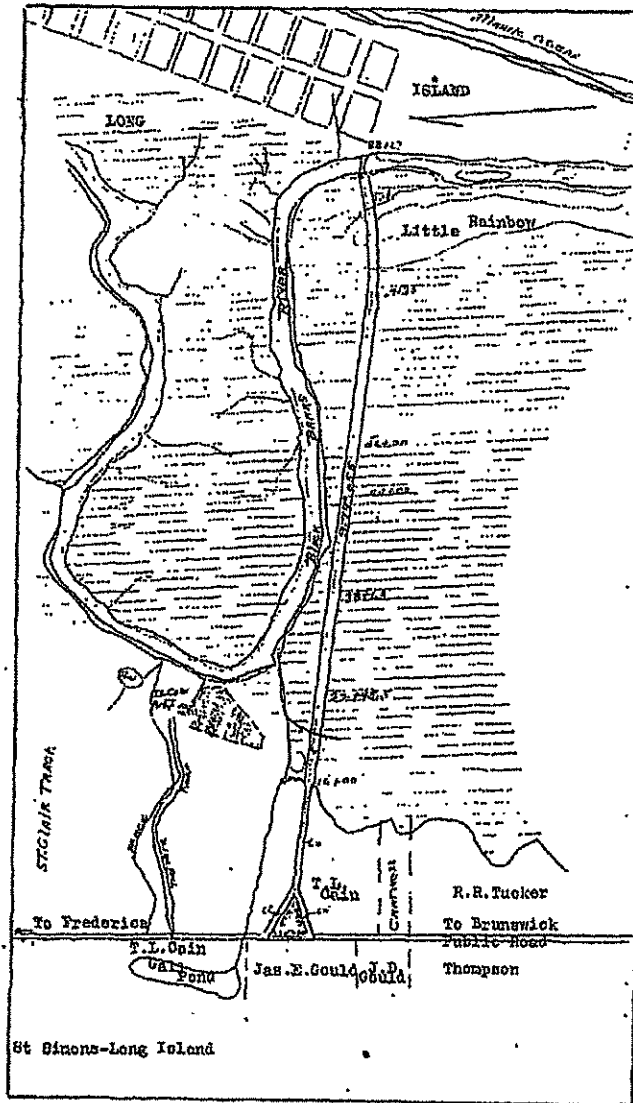


Exhibit A

[Property Description Attached]



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

Recorded January 16th 1924

Deputy Clerk.

EXHIBIT A

EXHIBIT I



April 20, 2026

Jason Hartman, Division Manager
Glynn County Engineering Services
4145 Norwich Street Ext.
Brunswick, Georgia 31520

RE: **PI# L11709**
SEA ISLAND @ FREDERICA ROUNABOUT

Mr. Hartman,

Attached is a copy of the New Relocation Agreement between Georgia Power Company and Glynn County for the above referenced project.

Please sign and return to the email address below:

Georgia Power Company
Attn: Jalexis Susana
X2jsusan@southernco.com

After they have been executed by Georgia Power Company we will mail you a copy.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, the County executes and returns the enclosed Relocation Agreement and authorizes commencement of the work. Work must commence within 6 months of the executed relocation agreement.

If you have any questions, please contact Tim Nipper at 478-451-7044.

Sincerely,

A handwritten signature in black ink that reads "Jalexis Susana".

Jalexis Susana
X2jsusan@southernco.com

Attachments

Please sign the agreement and send the electronic copy to the email address below:

Jalexis Susana (x2jsusan@southernco.com)

After the agreement has been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

Georgia Power Company

96 Annex

Atlanta, GA 30396-0001

(Attn: Salanda Westry)

Please reference the invoice and or PI# number on the check.

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **SEA ISLAND @ FREDERICA ROUNDABOUT**

PROJECT NUMBER: **L11709**

GDOT PROJECT NUMBER: _____

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____ 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."

WITNESSETH:

WHEREAS, the County proposes under the above written Project to construct SEA ISLAND @ FREDERICA ROUNDABOUT (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; 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 agree as follows:

Section 1 **THE WORK**

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 (defined below) 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.

Section 2 **COSTS AND PAYMENT**

2.1 **Compensable Property Interests.**

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is ONE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND AND SEVEN HUNDRED THIRTY-EIGHT Dollars (\$1,287,738.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is ONE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND AND SEVEN HUNDRED THIRTY-EIGHT Dollars (\$1,287,738.00), otherwise reflected as **ONE HUNDRED percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) ONE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND AND SEVEN HUNDRED THIRTY-EIGHT Dollars (\$1,287,738.00), otherwise reflected as

ONE HUNDRED percent (100%) of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. County will also pay Company for the costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

2.2 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.

2.3 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 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

Section 4 **DISPUTE RESOLUTION**

4.1 **Disagreement**

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5 **VERIFICATION**

5.1 **Material Discrepancy**

For purposes of this Section 5, “Verification” means that County has reasonably determined that there is a material discrepancy between Company’s invoiced charges and County’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 **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 or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, 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 or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, 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 or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, 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. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. 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 6 **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 7 **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company’s facilities required by the Project. If County fails to authorize commencement of the Work by April 20, 2027, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company April 20, 2027, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8 **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 have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

GLYNN County, GEORGIA

By: _____

By: _____

Title: _____

Chairman, Board of Commissioners

Witness: _____

(SEAL)

Notary: _____

(SEAL)

Approved as to Form by:

Glynn County Department of Transportation

Recorded on the Minutes of the County Commission at Minute Book ____, Page ____.

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Witness: _____

Date: _____

Notary: _____

(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]



**DOT Prior Rights Research
Glynn County
LIMS Task ID: 3032772**

November 9, 2022
Prepared by GPC Land Research

PI# L11709 – Sea Island at Frederica Road Roundabout

Based on construction plans bearing a file date of October 18, 2022 research for PI# L11709, a project in Glynn County for road relocation - Intersection is complete; a summary of the findings appears below and in the following table.

The subject area is situated in Georgia Militia District 25, 1606 in Glynn County. Glynn County subject area is located in Sea Island, Georgia.

Sources reviewed for this report include Georgia Power Company's Land Information Management System database, the State of Georgia Superior Court Clerks' Cooperative Authority, Glynn County Georgia Tax Assessor's website and Georgia Department of Transportation website.

Transmission:

Brunswick 098138 – East Beach 115kV Transmission Line runs parallel to Sea Island Road with the distribution lines underbuilt. In 1966, Georgia Power Company began construction of the Sea Island Transmission Line and acquired easements from affected private property owners (Map H173-4, sheets 1,2). In 1984, the Frederica Transmission Tap Line was constructed along Frederica Road.

Distribution: *Distribution Base Map: 1317-0346, 1320-0346*

In 1954, Georgia Power Company began acquiring easements in subject area to construct the Brunswick – St. Simons 44kV distribution line along Sea Island Road. In the 1990s to 2017, GPC continued acquiring easements from affected private property owners.

Road rights-of-way:

In 1965, land for a road right-of-way of 100 feet for subject area was acquired by the State Highway Department of Georgia to build Federal (State) Project S-1550 (1), Sea Island Road (plan Sheet 7). No evidence was found that indicates the State of Georgia or Glynn County acquired any road right-of-way or right of way easements prior to the placement of Georgia Power's facilities and acquiring easements in the project area.

Conclusion:

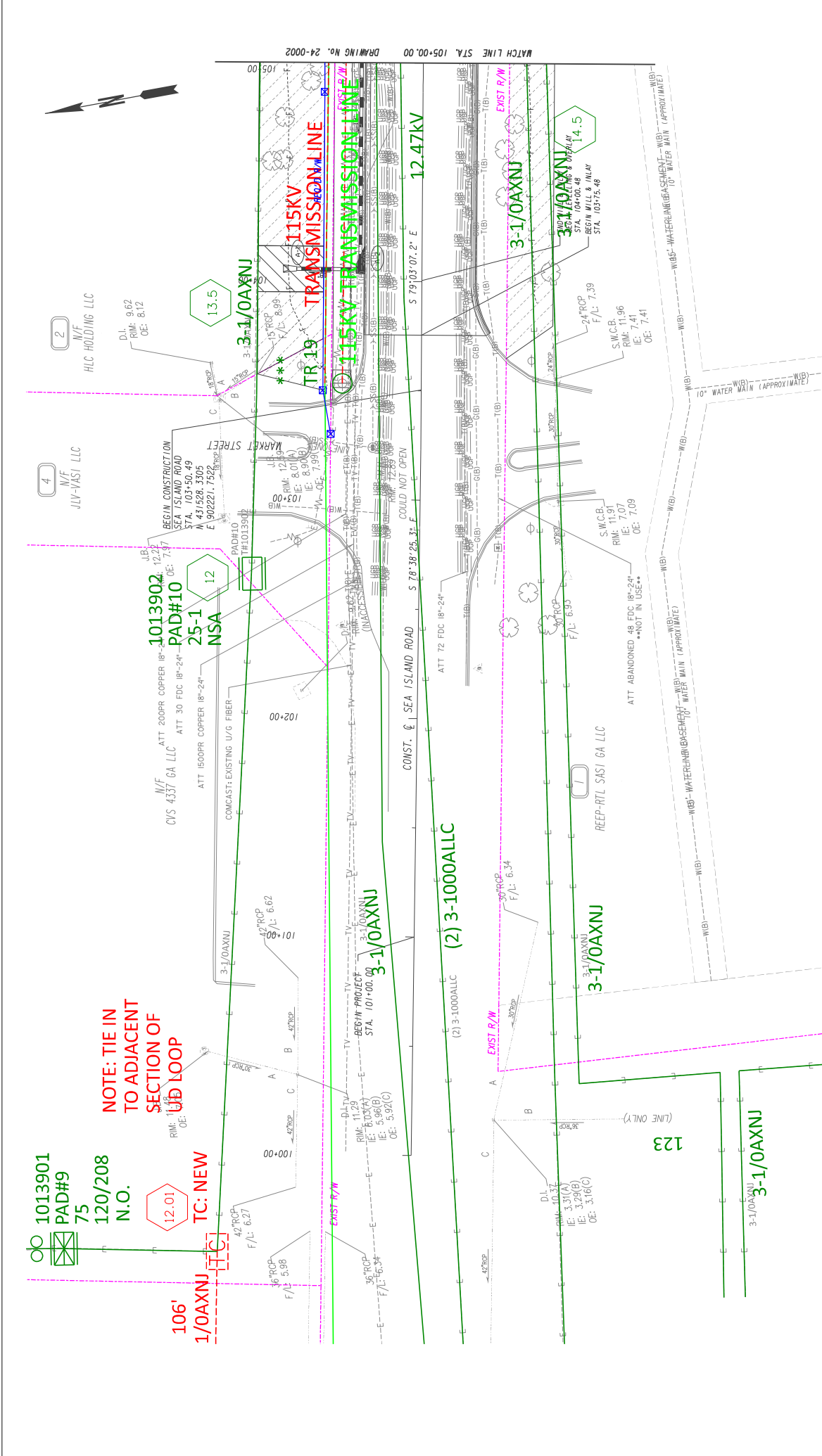
Expenses associated with PI# L11709 incurred by Georgia Power Company are compensable as noted in the location table below:

GLYNN COUNTY
Brunswick 098138 – East Beach 115KV TL
PI # L11709
November 9, 2022

Transmission Str. #	Compensable	Non-Compensable	Comments
Brunswick 098138 – East Beach 115kV			
Frederica Road			
A1	X		The Sea Island Company (PSN 131790, 1966)
1	X		The Sea Island Company (PSN 131790, 1966)
2	X		The Sea Island Company (PSN 131790, 1966)
3	X		The Sea Island Company (PSN 131790, 1966)
4	X		The Sea Island Company (PSN 131790, 1966)
Sea Island Road			
18	X		The Sea Island Company (PSN 131790, 1966)
19	X		The Sea Island Company (PSN 131790, 1966)
20	X		The Sea Island Company (PSN 131790, 1966)
21	X		The Sea Island Company (PSN 131790, 1966)
22	X		The Sea Island Company (PSN 131790, 1966)
23	X		The Sea Island Company (PSN 131790, 1966)
24	X		The Sea Island Company (PSN 131790, 1966)
25	X		The Sea Island Company (PSN 131790, 1966)
26	X		The Sea Island Company (PSN 131790, 1966)
27	X		The Sea Island Company (PSN 131790, 1966)
28	X		The Sea Island Company (PSN 131790, 1966)

GLYNN COUNTY
Sea Island at Frederica Road Roundabout – (DIST)
PI # L11709
November 9, 2022

Work Loc. #	Compensable	Non-Compensable	Comments
SHT# 001			Sea Island Road
1	X		Glynn County (PSN 131805, 1954)
1.5	X		JLV-Vasi, LLC, Shops at Market Street (PSN 604202. 2013)
2	X		Glynn County (PSN 131805, 1954)
3	X		Glynn County (PSN 131805, 1954)
4	X		Glynn County (PSN 131805, 1954)
4.5	X		Sea Island Company (PSN 429946, 1994)
SHT# 002			Frederica Road @ Plantation Way (North of Sea Island Road)
5	X		Glynn County (PSN 131805, 1954)
6	X		Glynn County (PSN 131805, 1954)
6.5	X		JLV-VASI, LLC (PSN 624442, 2017)
7	X		Glynn County (PSN 131805, 1954)
8	X		Glynn County (PSN 131805, 1954)
8.5	X		JLV-VASI, LLC (PSN 624442, 2017)
9	X		Glynn County (PSN 131805, 1954)
10	X		Off road right-of-way
11		X	Foreign pole
SHT# 003			Sea Island Road @ Stable St
12	X		CVS 4337 GA, L..L.C.(PSN 591968, 2011)
13	X		JLV-Vasi, LLC, Shops at Market Street (PSN 604202. 2013)
13.5	X		JLV-Vasi, LLC, Shops at Market Street (PSN 604202. 2013)
13.6	X		JLV-Vasi, LLC, Shops at Market Street (PSN 604202. 2013)
14	X		Sea Island Company (PSN 429946, 1994)
14.5	X		Sea Island Company (PSN 429946, 1994)
SHT# 004			Sea Island Road
15	X		Glynn County (PSN 131805, 1954)
15.5	X		Sea Island Company, Lake Cottages (PSN 569630, 2007)
16	X		Glynn County (PSN 131805, 1954)
17	X		Sea Island Company, Lake Cottages (PSN 569630, 2007)
18	X		Sea Island Company, Lake Cottages (PSN 569630, 2007)
SHT# 005			Frederica Road (South of Sea Island Road)
19	X		Glynn County (PSN 131805, 1954)
20	X		Glynn County (PSN 131805, 1954)
20.5	X		Sea Island Company (PSN 429946, 1994)
21	X		Glynn County (PSN 131805, 1954)
22	X		Sea Island Company, Lake Cottages (PSN 569630, 2007)

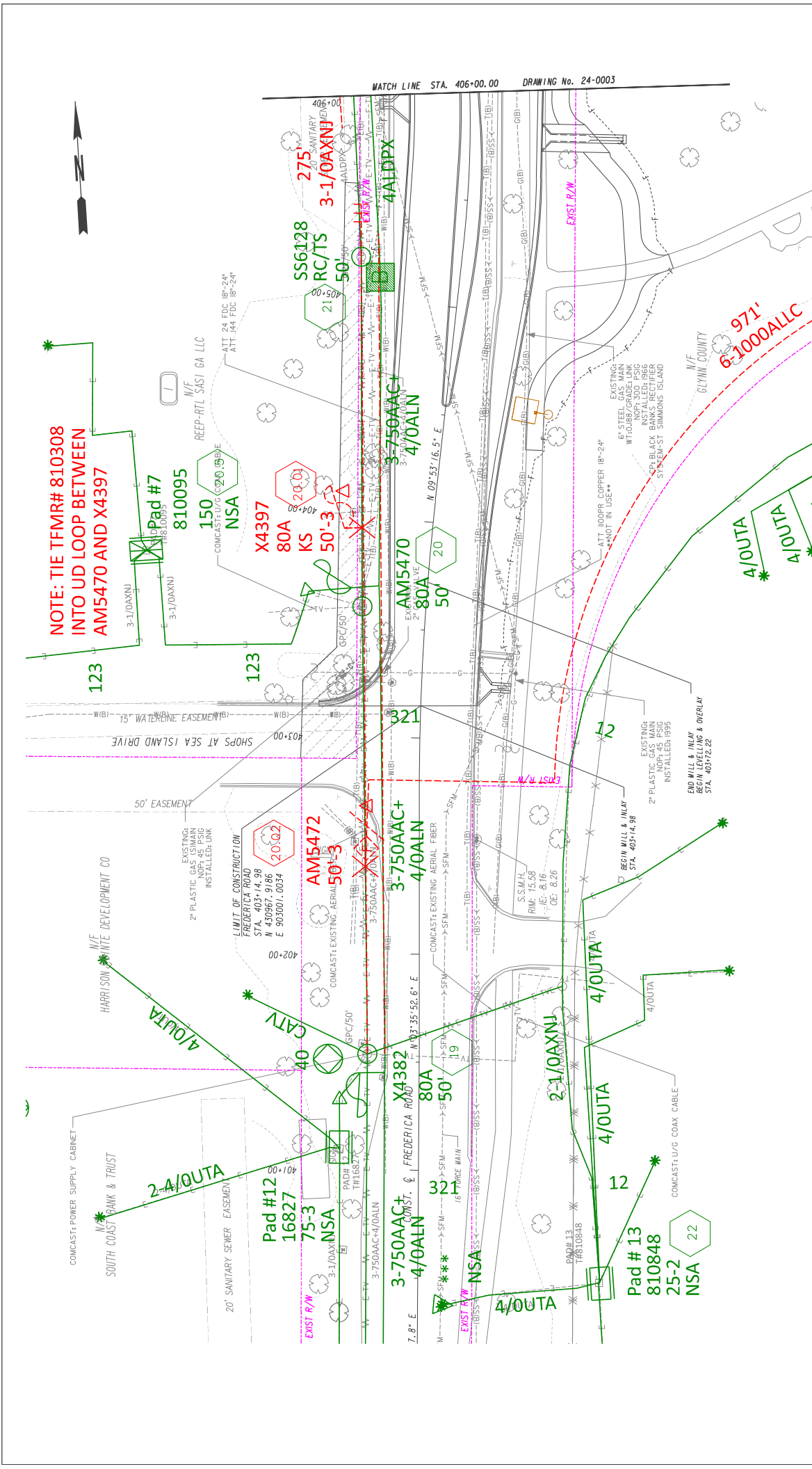


NOTE: TIE IN
TO ADJACENT
SECTION OF
12.01' U/L LOOP

106'
1/OAXNJ TC: NEW

	ELECTRONIC		CONSTRUCTION	
	FILE DATE	REVISION DATE	DATE	DATE
	PLANS DATE: 03/15/2024	REVISION DATE:	DATE: APR 2026	DATE: APR 2026
	PLANS DATE:	REVISION DATE:	PROJECT TITLE: SEA ISLAND @ FREDERICA ROUNDABOUT	PROJECT TITLE: SEA ISLAND @ FREDERICA ROUNDABOUT
	PLANS DATE:	REVISION DATE:	WORK ORDER #GP892H05326	WORK ORDER #GP892H05326
PLANS DATE:		REVISION DATE:	REGION: SAVANNAH AREA	REGION: SAVANNAH AREA
PLANS DATE:		REVISION DATE:	COUNTY: GLYNN	COUNTY: GLYNN
PLANS DATE:		REVISION DATE:	MAP REFERENCE: 1320-0346	MAP REFERENCE: 1320-0346
PLANS DATE:		REVISION DATE:	DWG #: 24-0001	DWG #: 24-0001

Georgia Power



	ENGINEERED BY: TIMOTHY AARON NIPPER DATE: APR 2026	
	PROJECT TITLE: SEA ISLAND @ FREDERICA ROUNDABOUT	
	PROJECT #: TEAMS 19937	
	WORK ORDER #: GP892H05326	
	REGION: SAVANNAH AREA	
	COUNTY: GLYNN	
	MAP REFERENCE: 1320-0346	
	DWG #: 24-0005	
	CONSTRUCTION FILE DATE	
	REVISION DATE	
	PLANS DATE: 03/15/2024	
	PLANS DATE:	
	PLANS DATE:	
	PLANS DATE:	
	SCALE IN FEET	
	0 20 40 80	

[illegible]

IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA

THE GLYNN ENVIRONMENTAL
COALITION, INC., DARION
WILLIAMS, ELIZABETH WILLIAMS
and JANE FRASER,

Plaintiffs,

v.

COUNTY OF GYNN, GEORGIA

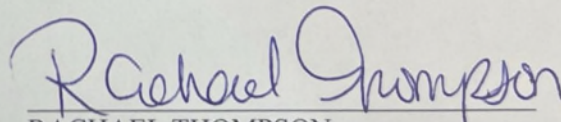
Defendant.

CIVIL ACTION NO.:

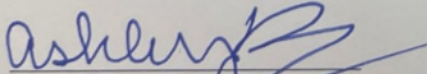
VERIFICATION

Personally appeared before the undersigned officer, duly authorized to administer oaths, I
RACHAEL THOMPSON, EXECUTIVE DIRECTOR OF THE GLYNN ENVIRONMENTAL
COALITION, INC., hereby declare under oath that the factual allegations contained in the
foregoing Complaint are true and correct.

THE GLYNN ENVIRONMENTAL
COALITION, INC.


RACHAEL THOMPSON

SWORN TO AND SUBSCRIBED before me,
this the 29 day of July, 2026.


NOTARY PUBLIC

My Commission Expires:

May 27 2030
101732583.v1



**IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA**

**THE GLYNN ENVIRONMENTAL
COALITION, INC., DARION
WILLIAMS, ELIZABETH WILLIAMS
and JANE FRASER,**

Plaintiffs,

v.

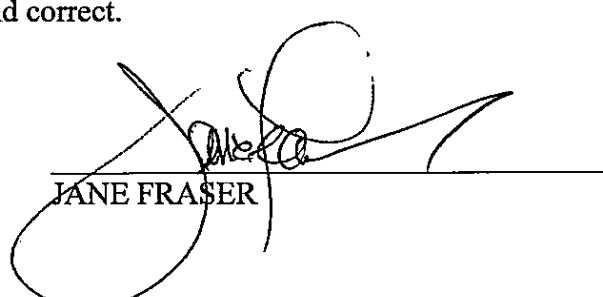
COUNTY OF GYNN, GEORGIA

Defendant.

CIVIL ACTION NO.:

VERIFICATION

Personally appeared before the undersigned officer, duly authorized to administer oaths, I
JANE FRASER, who, after first being duly sworn, declare under oath that the factual allegations
contained in the foregoing Complaint are true and correct.



JANE FRASER

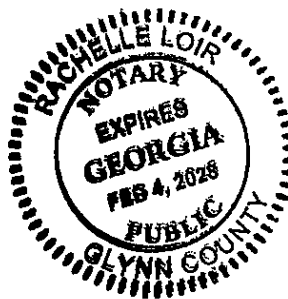
SWORN TO AND SUBSCRIBED before me,
this the 22nd day of JULY, 2026.



NOTARY PUBLIC

My Commission Expires:

2/4/28



IN THE SUPERIOR COURT OF GLYNN COUNTY

STATE OF GEORGIA

THE GLYNN
ENVIRONMENTAL
COALITION, INC.,
DARION WILLIAMS,
ELIZABETH WILLIAMS
and JANE FRASER,

Plaintiffs,

v.

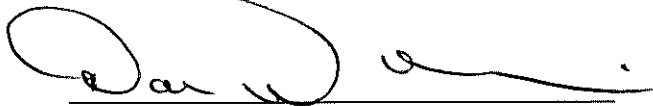
COUNTY OF GYNN,
GEORGIA

Defendant.

CIVIL ACTION NO.:

VERIFICATION

Personally appeared before the undersigned officer, duly authorized to administer oaths, DARION WILLIAMS, who, after first being duly sworn, declares under oath that the factual allegations contained in the foregoing Complaint are true and correct. '



DARION WILLIAMS

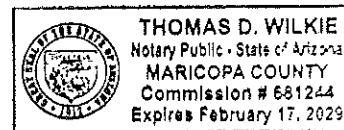
SWORN TO AND SUBSCRIBED before me,
this the 28 day of July, 2026.

NOTARY PUBLIC



My Commission Expires:

02-17-2029
101729645.v1



IN THE SUPERIOR COURT OF GLYNN COUNTY

STATE OF GEORGIA

THE GLYNN
ENVIRONMENTAL
COALITION, INC.,
DARION WILLIAMS,
ELIZABETH WILLIAMS
and JANE FRASER,

Plaintiffs,

v.

COUNTY OF GYNN,
GEORGIA

Defendant.

CIVIL ACTION NO.:

VERIFICATION

Personally appeared before the undersigned officer, duly authorized to administer oaths, ELIZABETH WILLIAMS, who, after first being duly sworn, declares under oath that the factual allegations contained in the foregoing Complaint are true and correct.


ELIZABETH WILLIAMS

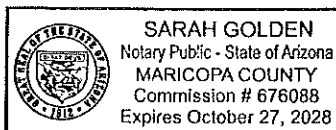
SWORN TO AND SUBSCRIBED before me,
this the 25 day of July, 2026.

NOTARY PUBLIC

My Commission Expires:

10-27-28


101732287.v1



CERTIFICATE OF SERVICE

This is to certify that I have on this day served the foregoing upon all parties in this case in accordance with the Odyssey e-filing system which automatically serves all parties and counsel of record.

This 3rd day of August, 2026.

BOUHAN FALLIGANT LLP

/s/ Todd M. Baiad
TODD M. BAIAD
Georgia Bar No. 031605
LUCAS D. BRADLEY
Georgia Bar No. 672136
Attorneys for Plaintiffs

One West Park Ave. (31401)
P.O. Box 2139
Savannah, Georgia 31402
(912) 232-7000 (T)
(912) 233-8011 (F)
tmbaiad@bouhan.com
ldbradley@bouhan.com