

RESOLUTION

#25-59

A RESOLUTION OF THE CITY OF DUBLIN, GEORGIA BY AND THROUGH ITS MAYOR AND COUNCIL TO AUTHORIZE THE ACCEPTANCE OF AN EASEMENT; THE EXECUTION AND DELIVERY OF AN EASEMENT ENCROACHMENT AGREEMENT TO LAURENS IS24, LLC and INMAN SOLAR, LLC; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Mayor and City Council are the governing body of the City of Dublin, Georgia; and

WHEREAS, the City of Dublin maintains an existing sanitary sewer line across property at parcel no. D14F 012, near Parker Dairy Road, "Northwoods Subdivision," in Laurens County, Georgia; and

WHEREAS, Laurens IS24 LLC and Inman Solar, LLC are developing a solar photovoltaic project on parcel no. D14F 012, near Parker Dairy Road, in Laurens County, Georgia, which project has been approved pursuant to Zoning Ordinance #18-12 and applicable provisions of the City of Dublin Code of Ordinances; and

WHEREAS, the approved site plan and utility interconnection plan require the installation of certain facilities that encroach upon an existing sanitary sewer line, owned and maintained by the City of Dublin, said encroachments consisting of gravel access driveways and overhead electrical crossings (a copy of the Sewer Crossing and Encroachment Plan is attached hereto as Exhibit "A" and incorporated herein by reference); and

WHEREAS, the City of Dublin desires to grant permission for the foregoing encroachments subject to strict conditions that protect the City's sanitary sewer facilities, preserve the City's unrestricted right of access and maintenance, shift risk and liability to Laurens IS24 LLC and Inman Solar, LLC, its successors and assigns, and require reimbursement to the City for any costs or damages associated therewith; and

WHEREAS, an Encroachment Agreement (a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference) that contains comprehensive indemnity, insurance, reimbursement, non-interference, and priority-of-use provisions satisfactory to the City has been reviewed and recommended by Staff; and

WHEREAS, the Mayor and Council find that acceptance of a written easement (a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference) and execution of the Encroachment Agreement is in the best interest of the public health, safety, and welfare of the citizens of the City of Dublin.

THEREFORE, NOW BE IT RESOLVED by the Mayor and Council of the City of Dublin, Georgia that the Mayor and City Clerk are authorized and directed to accept an Easement from the authorized parties, negotiated by the City Manager and City/Staff Attorney, and in substantially the same form as attached hereto, and execute and deliver an Encroachment Agreement, negotiated by the City Manager and City/Staff Attorney, and in substantially the same form as attached hereto and approved by them, to Laurens IS24, LLC and Inman Solar, LLC, and to execute and deliver any and all documents necessary to effectuate the same.

Resolution

#25-59

BE IT FURTHER RESOLVED that all acts of the mayor, council, and staff in the performance of the purpose and authority granted by this resolution are hereby approved, ratified, and affirmed.

BE IT FURTHER RESOLVED that this resolution shall be effective upon its adoption.

SO RESOLVED by the Mayor and Council of the City of Dublin this 11th day of December, 2025 by a vote of 6 to 0.

CITY OF DUBLIN, GEORGIA

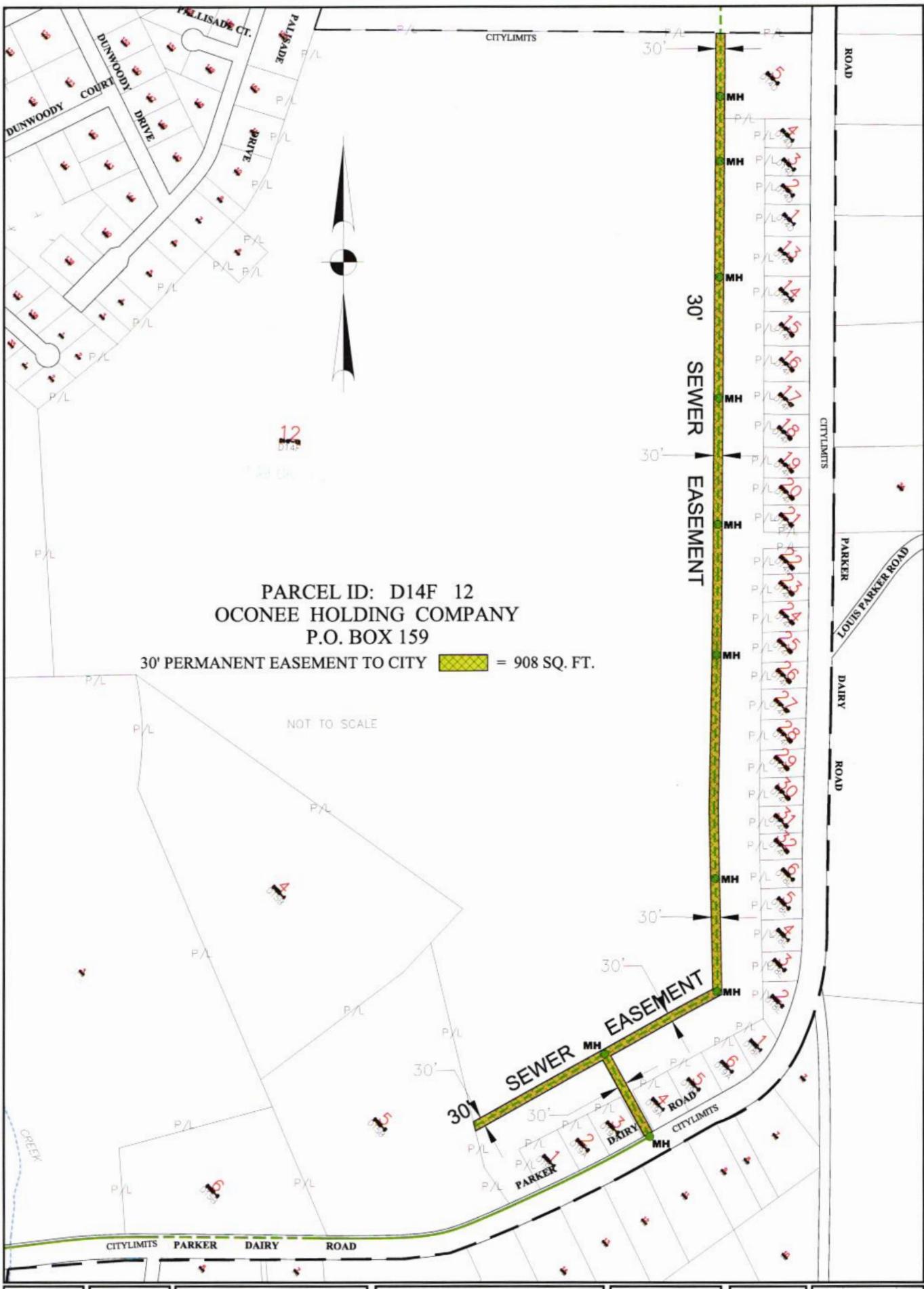
BY: 
Joshua E. Kight,
Mayor

ATTEST:

By 

R. Blake Daniels, Interim City Clerk





SHEET	
01	
DATE	12-19-2025
VERIFIED	THOMAS BERT
DRAWN	R. HALL
CHECKED	J. POWELL
APPROVED	M. BRAZDAHAN
SCALE	NOT TO SCALE
LAST Revision	

PROJECT:
OCONEE HOLDING CO.
SEWER EASEMENT

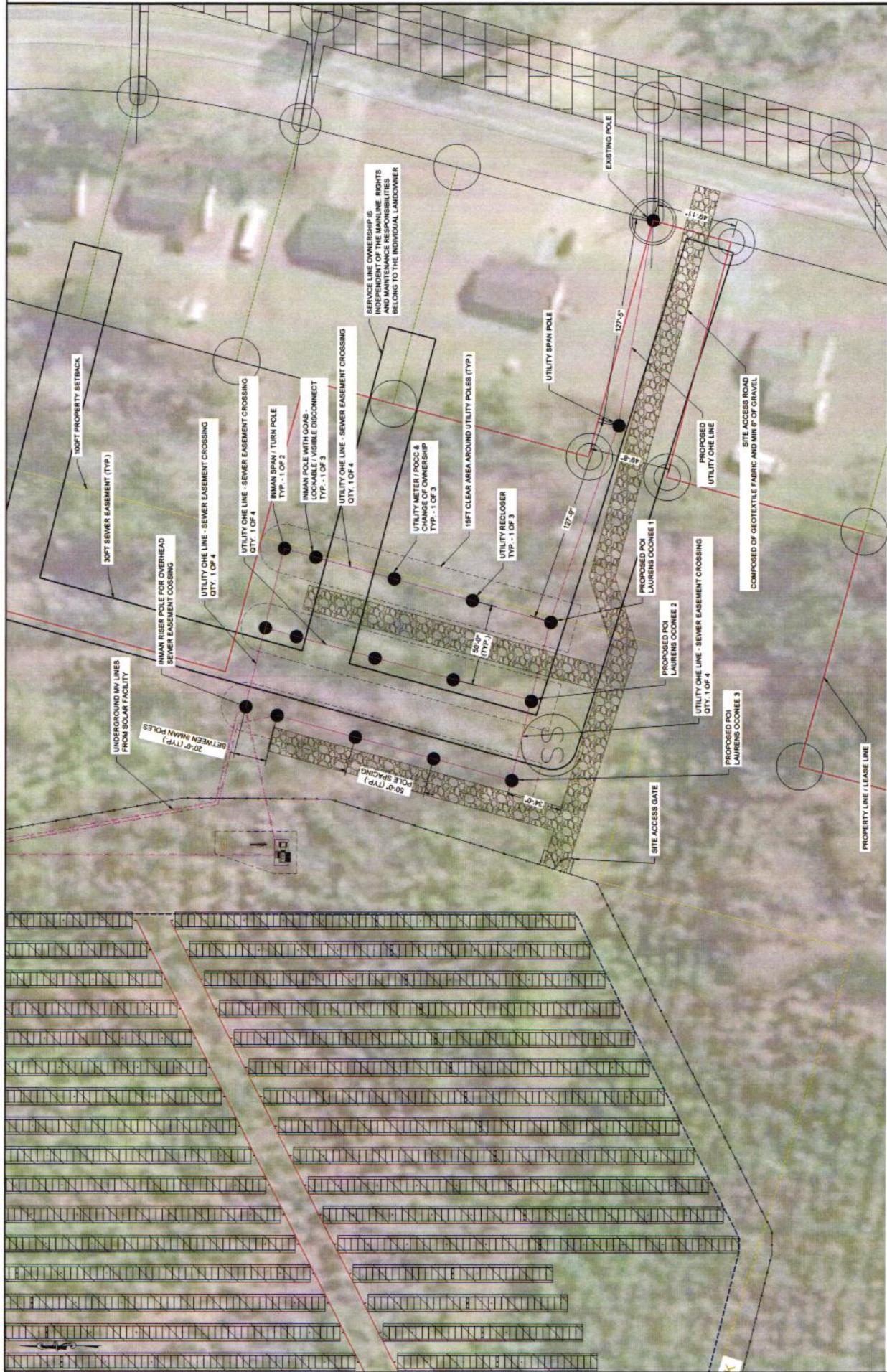


ENGINEERING DEPT.
P.O. BOX 690
DUBLIN, GA. 31040
478-277-5036

EASEMENT LAYOUT

EXHIBIT
1

REVISION ITEM DATE



Return to:

City of Dublin
Attn: Jacob Poole
PO Box 690
Dublin, GA 31040

Clerk Please Cross Reference With Deed Book 563 Page 203

ENCROACHMENT AGREEMENT

STATE OF GEORGIA
COUNTY OF LAURENS

THIS INDENTURE, made this _____ day of _____, 2025, between the following:

The City of Dublin, hereinafter called the "City," hereby consents for Inman Solar LLC and Laurens IS24 LLC, hereinafter called, each and together, the "Undersigned," to use an area within the City's sanitary sewer easement described as follows:

Said easement extending across parcel no. D14F 012, in Laurens County, Georgia, on which the City has constructed and now maintains and operates a sanitary sewer line by virtue of certain easements heretofore acquired by the City ("Sewer Easement"). The Sewer Encroachment is shown on a **drawing** attached hereto and made a part hereof as Exhibit A.

The use of the area by the Undersigned, or any third party acting on its behalf, within the Sewer Easement, pursuant to this consent, shall be limited to the access, construction, operation, and maintenance of infrastructure necessary for a solar project, including a two gravel driveways over the Sewer Easement one overhead medium voltage electrical crossing, and two underground crossings for concrete-encased buried 12kV power lines to interconnect with the Georgia Power Company distribution circuit along Parker Dairy Road, together the "Encroachment Facilities" The underground crossings shall be concrete-encased at a depth of at least three feet below the sewer pipe and marked onsite with permanent electrical markers. The location and extent of such use is as shown on said attached drawing (Exhibit A). It is specifically understood that no buildings, structures, ponds, paving or other obstructions of any type will be permitted within or on the Sewer Easement that could hinder the City's access, maintenance, repair, or operation of the sewer line.

The plans and specifications in Exhibit A meet the City's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Sewer Easement.
2. The Undersigned agrees to use said area within the Sewer Easement in such a manner as will not interfere with the City's activities and facilities as now, or hereafter, exist thereon (hereinafter City's "activities" and "facilities").

3. The Undersigned agrees that the use of Sewer Easement as herein provided shall in no way affect the validity of the Sewer Easement and shall in no way modify or restrict the use or rights of the City, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the City's right and title to said easement(s) and the priority of the City's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within the Sewer Easement by the Undersigned, or any third party acting on its behalf, shall be at the sole risk and expense of the Undersigned, and with the exception of sole negligence or willful misconduct, the City is specifically relieved of any responsibility for damage to the Encroachment Facilities resulting or occurring from the use of the Sewer Easement by the City as provided herein. The Undersigned covenants not to sue City in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees, and contractors of Undersigned from using any tools, equipment, or machinery in a manner that could endanger or interfere with the City's sewer facilities. The Undersigned agrees to comply with all applicable laws, codes, and regulations of the State of Georgia, including but not limited to those related to utility safety and excavation, as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said laws, codes, and regulations by requiring said work to be performed in compliance therewith by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. Pursuant to Section 12, the Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such facilities of the fact that such facilities are (a) sanitary sewer infrastructure, (b) operational, and (c) potentially hazardous if disturbed.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the City for all reasonable cost and expense for any damage to the City's facilities resulting from the use by the Undersigned of said area within the Sewer Easement. Also, the Undersigned agrees that if in the reasonable opinion of the City, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change, or repair any of the City's facilities, to promptly reimburse the City for all cost and expense involved in such relocation, rearrangement, change, or repair of said facilities in the event and to the degree that the existence of the Encroachment Facilities pose any such additional costs.
7. The Undersigned agrees to notify or have the Undersigned's contractor notify the City's Representative at _____, at least three (3) business days prior to actual construction on the Sewer Easement.

8. The Undersigned agrees to indemnify and save harmless and defend the City from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the City, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the City) in any way attributable to or arising out of the use of the Sewer Easement by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the City, its agents or employees.
9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described easement, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend City, it's agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use, or maintenance of the Undersigned's facilities, projects, or programs conducted on City's easement herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the City, its agents or employees.
10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor, or subcontractor doing or providing any such work or construction on said easement carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the City upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The City shall be named as an additional insured on this liability insurance coverage.
11. The Undersigned agrees that all construction activity shall be conducted outside the twenty (20) foot Sewer Easement except as specifically approved in the attached drawing (Exhibit A) for the underground crossings, overhead crossing, driveways, and, security fence installations.
12. The Undersigned shall, at its sole expense and prior to final acceptance of the underground electrical crossings, cause to be installed and thereafter perpetually maintain permanent, highly visible utility warning markers at each point where the concrete-encased electrical conduits cross beneath the City's sanitary sewer line. Such markers shall be placed at both the entry and exit points of each

underground crossing within the City's easement (minimum of four (4) markers total for the two crossings shown on Exhibit A). Each marker shall be constructed of durable, weather-resistant material (such as fiberglass or aluminum) and shall be a minimum of 48 inches in height above finished grade. The markers shall be clearly labeled in contrasting colors with the following legend, in lettering no less than 1.5 inches in height:

**"CAUTION – BURIED HIGH-VOLTAGE ELECTRIC LINES PRIVATE
LLC SOLAR PROJECT DO NOT DIG WITHOUT PRIOR NOTICE
EMERGENCY / LOCATE REQUEST: (478) XXX-XXXX 24-HOUR
CONTACT: (XXX) XXX-XXXX"**

The Undersigned shall provide the City with the exact phone numbers to be placed on the markers at least ten (10) business days prior to installation. The Undersigned covenants that the phone numbers displayed shall at all times be answered by a responsible party capable of promptly arranging for location, marking, and, if reasonably required by the City, temporary disconnection or de-energizing of the lines to allow safe excavation or maintenance of the City's sewer facilities. The City shall give reasonable notification of its planned maintenance. The Undersigned further agrees to update the contact information with the City Manager in writing within five (5) business days of any change and to replace any damaged, faded, or missing markers within thirty (30) business days of receiving notice from the City.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns, including Inman Solar LLC as the General Contractor and Laurens IS24 LLC as the Project Owner.

The City also grants the Undersigned, including Inman Solar LLC as the General Contractor and Laurens IS24 LLC and its successors and assigns as the Project Owner and any third party acting on its behalf, permanent access, ingress and egress, across the easement to maintain the project area and permanent access to the underground solar MV cables to keep, maintain, and repair as necessary.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above. In the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the _____, this Agreement shall become void and no use of the Sewer Easement as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the _____ day of _____, 202__.

Signed, sealed and delivered
in the presence of:

CITY OF DUBLIN

By: _____
MAYOR

Witness

By: _____
CITY CLERK

Notary Public

(SEAL)

_____ has by its duly authorized agent executed this Agreement, this the _____ day of _____, 202__.

Signed, sealed and delivered
in the presence of:

INMAN SOLAR LLC

a Delaware limited liability company

By: _____
Name: Otso Lehmussaari
Title: Vice President

Witness

By: _____
ATTESTOR

Notary Public

(SEAL)

Signed, sealed and delivered
in the presence of:

LAURENS IS24, LLC
a Delaware limited liability company

By: _____
Name: Otso Lehmussaari
Title: Manager

Witness

By: _____
ATTESTOR

Notary Public

(SEAL)

Exhibit A
TO ENCROACMENT AGREEMENT FOR EASEMENT

Return to

City of Dublin
Attn: Jacob Poole
PO Box 690
Dublin, GA 31040

Clerk Please Cross Reference Deed Book 563 Page 203

----- **SANITARY SEWER EASEMENT** -----

STATE OF GEORGIA
COUNTY OF LAURENS

THIS INDENTURE, made this _____ day of _____, 2025, between the following:

**Grantor(s): OCONEE HOLDING COMPANY,
a Georgia Corporation**

and

**LAURENS IS24, LLC,
a Delaware limited liability company**

Grantee: CITY OF DUBLIN, GEORGIA

(the words "Grantor" and "Grantee" to refer to either the singular or plural and to include their respective heirs, successors, and assigns where the context requires or permits).

WHEREAS, Grantor, Oconee Holding Company, is the owner of that certain property described on the attached Exhibit "A" ("Grantor's Property"); and

WHEREAS, Grantor, Laurens IS24, LLC, is the lessee of a portion of said Grantor's property; and

WHEREAS, Grantee desires to construct and/or maintain certain utility easements across a portion of Grantor's Property.

NOW, THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollar and other valuable consideration in hand received at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Grantor does hereby grant to the said Grantee the right to permanently access, construct and/or maintain an exclusive thirty foot (30') city utility easement over, under, and across the Grantor's Property, as more particularly shown and depicted on Exhibit "B," which is

attached and incorporated herein, in such manner as the City may deem proper to support, accommodate and maintain said improvements and easement rights.

GRANTORS reserve the right to occupy and use the within described easement premises for any and all purposes whatsoever not inconsistent with this easement. No building, structure, earthwork, pond, paving, or other obstruction will be erected in such a way as to limit access to the utility for emergency repairs or routine maintenance.

WHENEVER the exercise of this easement right results in the disturbing of the surface of the easement property, said surface shall, as soon as reasonably possible, be restored by Grantee at Grantee's cost and expense and returned to substantially its same condition which existed prior to said exercise of said easement. Delay in exercising or non-use of the rights herein granted to Grantee shall not work any loss or limitation of the rights, title and interest granted.

GRANTORS do hereby warrant that he/she has the right to sell and convey said interest in said land and binds itself, its heirs, executors, and administrators, forever to defend by virtue of these presents. These covenants and agreements shall be covenants running with the land and shall be binding on the GrantorS, its heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantors have signed and sealed this instrument, the day and year first above written.

Signed, sealed and delivered
in the presence of:

OCONEE HOLDING COMPANY,

By: _____
LOUIE M. CURRY, JR. Chairman/CEO

Witness

Notary Public

(SEAL)

Signed, sealed and delivered
in the presence of:

LAURENS IS24, LLC
a Delaware limited liability company

Witness

Notary Public

By: _____
Name: Otso Lehmussaari
Title: Manager

By: _____
ATTESTOR

(SEAL)

AGREED TO BY:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

CITY OF DUBLIN

By: _____
MAYOR

By: _____
CITY CLERK

(SEAL)

Exhibit A
Grantor's Property
Legal Description

All those tracts or parcels of land lying and being in Land Lots 258 and 259 of the First Land District of Laurens County, Georgia, and being more particularly shown and described on a plat of survey prepared by Billy Flanders, Surveyor, dated July 30, 1987, and recorded in Deed Book 494, page 267, Laurens County Records, and being more particularly shown and described as the following Lots as shown on said plat:

Lots 3, 4, 6, 7, 8, 9, 10, 11, 13, 14, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

ALSO: All that tract or parcel of land shown as Tracts 1, 2, and 3 on a plat of survey made by Greenway and Flanders, Surveyors, dated July 2, 1986 and recorded in Deed Book 6, page 140, kn the Office of the Clerk of Laurens County Superior Court.

LESS AND EXCEPT:

Lots 1, 2, 5, 12, 15, 16, 17, and 20, as shown on the hereinabove referred to plat prepared by Billy Flanders, dated July 30, 1987, and recorded in Deed Book 494, page 267.

The courses and distances of said plat are incorporated into and made a part of this description by reference.

For Information Only:

Property Address: Northwoods Subdivision Dublin, GA 31021

Map/Parcel ID: D14F 012

Exhibit B
Easement Area