



## City Council Meeting - Final

March 11, 2024  
7:00 PM

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- C. **CNV2024-001** Convey a temporary construction easement to Foundry Watkins Property, LLC for construction and installation of a sanitary sewer easement across property owned by the city at the intersection of Nickajack Park Road and Oakdale Road and authorize the mayor to execute all related documents.



# City of Smyrna

## Issue Sheet

A Max Bacon  
City Hall  
2800 King Street  
Smyrna, GA 30080

File Number: CNV2024-001

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**Agenda Date:** 3/11/2024

**In Control:** City Council

**File Type:** Conveyance

**Agenda Section:**  
Formal Business

**Agenda Number:** C.

**Department:** Water, Sewer & Utility

**Agenda Title:**

Convey a temporary construction easement to Foundry Watkins Property, LLC for construction and installation of a sanitary sewer easement across property owned by the city at the intersection of Nickajack Park Road and Oakdale Road and authorize the mayor to execute all related documents.

***Ward 7 Councilmember - Rickey N. Oglesby***

**ISSUE AND BACKGROUND:**

This temporary construction easement would allow Foundry Watkins Property, LLC to install a sanitary sewer line across property owned by the city. Upon completion, the sewer line within the city limits would be dedicated to the city. Foundry Watkins Property, LLC would also install a lateral sanitary sewer line from the proposed main sanitary sewer line to a clean out located approximately 10 feet from said main sewer line, such location to be approved and coordinated by designated city staff. Upon completion and dedication of such lateral sewer line, sewer would be available for future development of Grantor's Property for recreational use, at the option of Grantor. The sewer line would be parallel to an existing water line.

**RECOMMENDATION / REQUESTED ACTION:**

Staff recommends conveyance of a temporary construction easement to Foundry Watkins Property, LLC for construction and installation of a sanitary sewer easement across property owned by the city at the intersection of Nickajack Park Road and Oakdale Road and authorize the mayor to execute all related documents.

After Recording Return To:

Moore Ingram Johnson & Steele, LLP  
326 Roswell Street, Suite 100  
Marietta, GA 30060

(For Recording Information Only)

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## GRANT OF TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA  
COUNTY OF COBB

**THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT** (hereinafter referred to as the “**Easement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE CITY OF SMYRNA, a municipal corporation of the State of Georgia (hereinafter referred to as “**Grantor**”) and FOUNDRY WATKINS PROPERTY, LLC, hereinafter referred to as “**Grantee**”) (to include their respective heirs, beneficiaries, legal representatives, employees, contractors, agents, tenants and sub-tenants, successors, and assigns, where the context hereof requires or permits).

### W I T N E S S E T H

**WHEREAS**, Grantor is the owner of that certain real property located in Land Lot 613 and 684 of the 17<sup>th</sup> District, 2<sup>nd</sup>. Section, Cobb County, Georgia and being more particularly described in that certain deed recorded in Deed Book 14432, Page 2940, Records of Cobb County, Georgia, and further identified as being Cobb County Tax Parcel Number 17061300020 (“**Property**”); and

**WHEREAS**, Grantee is desirous of obtaining from Grantor a temporary construction easement over, across, and under a portion of Grantor’s Property as described herein and depicted in the drawing attached hereto and made a part hereof by reference as **Exhibit “A”** for constructing a certain sanitary sewer line and facilities (“**Project**”).

**NOW, THEREFORE**, in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, the temporary construction easement described below, such easements being over, upon, through, under, and across Grantor’s Property as follows:

1. **TEMPORARY CONSTRUCTION EASEMENT**: A non-exclusive temporary construction easement (“**Temporary Easement**”) with the full right of use for all purposes in connection with construction of the sanitary sewer line and facilities for the Project, said Temporary Easement being 45,193 square feet,

more or less, as further depicted in **Exhibit "A"** ("Temporary Easement Area"). The right to use the Temporary Easement shall terminate upon the final completion and acceptance of the Project by Grantee.

2. **TEMPORARY CONSTRUCTION EASEMENT TERMS:**

- a. Grantee shall have the right to clear the Temporary Easement Area.
- b. Upon termination of this Temporary Construction Easement, Grantee shall remove any and all equipment and construction debris from the Temporary Easement Area.
- c. Grantor shall have the right to use the Temporary Easement Area, provided such use shall in no manner obstruct, interfere with, or be inconsistent with the use thereof by Grantee.
- d. Grantee shall install the sanitary sewer lines and facilities to applicable governing standards and at no cost or expense to Grantor. Grantee shall restore the Temporary Easement Area to approximately the same grade as existed before construction and shall seed and straw all disturbed areas.
- e. Grantee shall coordinate with Grantor regarding all aspects of the sanitary sewer line installation and location. Upon completion of the Project, Grantee shall dedicate, at no cost to Grantor, the sanitary sewer line and facilities comprising the Project.
- f. Grantee shall install a lateral sanitary sewer line from the proposed main sanitary sewer line identified on Exhibit "A" to a clean out located approximately 10 feet from said main sewer line, such location to be approved and coordinated by Grantor. Upon completion and dedication by Grantee such lateral sewer line would be available for future development of Grantor's Property for a recreational use, at the option of Grantor.

**TO HAVE AND HOLD** said Easement unto said Grantee and their successors and assigns, upon the terms and for the periods set forth above.

Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the real property previously described herein and that he has good and lawful right to convey it, or any part thereof, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

**Signatures on following page.**

**IN WITNESS WHEREOF**, Grantor and Grantee have hereunto set their hands and seals the day and year above first written.

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
NOTARY PUBLIC

**(SEAL)**

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
NOTARY PUBLIC

**(SEAL)**

**GRANTOR: The City of Smyrna, GA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**(SEAL)**

**EXHIBIT “A”  
EASEMENT AREA**

