



City of Holly Springs

Date: Monday, August 16, 2021

Location: 3235 Holly Springs Parkway, Holly Springs

**Holly Springs Parks and Recreation Authority
Special Called Meeting
Agenda
(immediately following the Council Meeting) Council Chambers**

- I. CALL TO ORDER
- II. NEW BUSINESS
 - A. Discuss and approve/deny Right of Way Easement between Sawnee Electric Membership Corporation and the Holly Springs Parks and Recreation Authority and authorize and ratify the signature of the Chairman
Presented By: Robert H. Logan, City Manager
 - B. Approve/deny the August 6, 2021 Parks and Recreation Authority Special Called meeting minutes
- III. ADJOURNMENT

Record and Return to:
 Sawnee EMC
 543 Atlanta Hwy
 Cumming, GA 30040

STATE OF GEORGIA
 COUNTY OF Cherokee

RIGHT OF WAY EASEMENT (General)

This **RIGHT OF WAY EASEMENT** granted and conveyed by the undersigned ("Grantor") to **Sawnee Electric Membership Corporation** ("Grantee"), as of this 30th day of July, 2021. The terms "Grantor" and "Grantee" to include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits, and in the case of "Grantee," the term shall also include Grantee's employees, agents, contractors and lessees. Grantor, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the right-of-way easement area described below ("Easement Area") and the property of Grantor described below (the "Property") for the following uses and purposes:

Construct and Reconstruct

To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, add and remove above ground, surface and underground lines, cables, wires, apparatus and facilities (separately or collectively, the "System") within the Easement Area, including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, fuel cells, pads, equipment and appliances, foundations and footings, guywires, anchors and stub poles (which anchors and stub poles may be located outside the exterior boundaries of the right-of-way easement area described herein) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data and other information, TV, cable TV, on demand broadcast services and other entertainment, and communication, internet and other service and signals and any other tangible or intangible commodity or service.

Temporary Construction and Maintenance Easement

In addition to the easement rights set forth above, Grantor grants a construction easement incident and appurtenant to the foregoing easement over such land abutting same as may be reasonably necessary for the purpose of installing and thereafter maintaining, repairing or replacing Grantee's System.

Ingress and Egress

To enter upon the Easement Area and the Property (through any adjacent property of Grantor, if necessary) at any time for the purpose of inspecting said lines and System and making necessary maintenance, repairs, alterations, changes, upgrades, enhancements, expansions, additions and substitutions in said lines and System from time to time as Grantee deems advisable or expedient and, without limitation, for any of the purposes enumerated above.

Right-of-Way Maintenance

To keep and maintain the Easement Area clear, by mechanical or chemical means or otherwise, of all structures, trees, limbs or branches, stumps, roots, shrubbery undergrowth, and underground growth within the Easement Area, and to take any other action within the Easement Area as may be appropriate to ensure the efficient, safe and proper operation or maintenance of said lines and System. To cut and, in Grantee's discretion, remove or leave any tree or trees ("danger tree(s)") outside of the Easement Area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the efficient, safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or System.

Reservations to Grantor

Grantor reserves unto Grantor the full right to take, choose and enjoy the land embraced within the Easement Area in every manner not inconsistent with this grant of Right-of-Way Easement, including but not limited to, the specific right to construct driveways, entrance ways and sidewalks upon, over and across the easements. The rights reserved by Grantor shall be subject, however, at all times, to the requirements of the Georgia Utility Facilities Protection Act, the High Voltage Safety Act, and the paramount right of Grantee to dig up, remove or destroy any portion of the roadways, driveways, sidewalks or entrance ways crossing such easements for the purpose of maintaining, inspecting and operating its facilities, PROVIDED HOWEVER, that Grantee shall repair and restore any portion of such roadways, driveways, sidewalks or entrance ways so removed or destroyed after the initial installation of its facilities. Any shrubbery, fence or other vegetation or structure placed within the Easement Area shall be placed at the risk of Grantor, and Grantee shall not be responsible for damages done to any structure, shrubbery, fence or similar improvement as a result of Grantee exercising its rights provided for herein.

Miscellaneous

Grantor warrants and represents that Grantor is vested with good title to the Property and is fully authorized to execute and deliver this Easement to Grantee. If the Grantor is an artificial entity, the undersigned individual(s) executing this Easement warrants and represents that the undersigned are duly authorized to execute this Easement on behalf of such entity. Grantor covenants and agrees that the System installed incident to this Easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

Noncompliance; Termination of Service

In the event that Grantor violates the terms of this Easement, Grantee shall have the right to terminate Grantee's provision of electric service to any premises served by this Easement, and Grantor agrees to indemnify and hold Grantee harmless from any and all liability arising from such termination(s).

Right-of-Way Easement Area

The Easement Area shall be 30 feet in width and shall be 15 feet on each side of the center electrical conductor to be constructed on the Property, the location of which is generally shown on the schematic drawing attached hereto as Exhibit "A" and by reference incorporated herein. Overhead

DESCRIPTION OF PROPERTY

Instructions: Fill in as many blanks as you can. Subparagraph "A" alone is insufficient and must be supplemented by completion of at least one additional paragraph. Attach or fill in the legal description contained in the deed to Grantor, if possible.

All that tract of land, including abutting waterways, streets, roads and highways, being in Cherokee County, Georgia, more particularly described as follows:

A. The property of Grantor located approximately 5.2 miles from Holly Springs, Georgia located on road/street which has a mailing address of 362 Stringer Road, Canton, Georgia.

B. The property acquired by Grantor from City of Holly Springs Georgia by deed dated the 15th day of August, 2016, and recorded in Deed Book 14007

Page 58, said county's Public Real Estate Records, which deed and the record thereof are by reference incorporated herein for a more particular description of the property.

C. Lot , Section/Block , of the Subdivision, as shown by plat thereof recorded in Plat Book , Page , said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

D. The property shown on a plat thereof dated the 28th day of July, 2016, recorded in Plat Book 117, Page 178, said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

E. The property of Grantor bounded by landmarks and/or property now or formerly owned by property owners, as follows:

1. North side Franklin D. Jones Jr
2. South side Albert Cagle
3. East side Edgewater Neighborhood
4. West side Cagle Heights Homeowners Association

Parcel ID: 15-0330-0002

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

CORPORATION

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Corporation

By: _____
President

Attest: _____

(CORPORATE SEAL)

LIMITED LIABILITY COMPANY

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited Liability Company

By: _____

Title: _____

PARTNERSHIP

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited/General Partnership

By: _____
Authorized General Partner

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

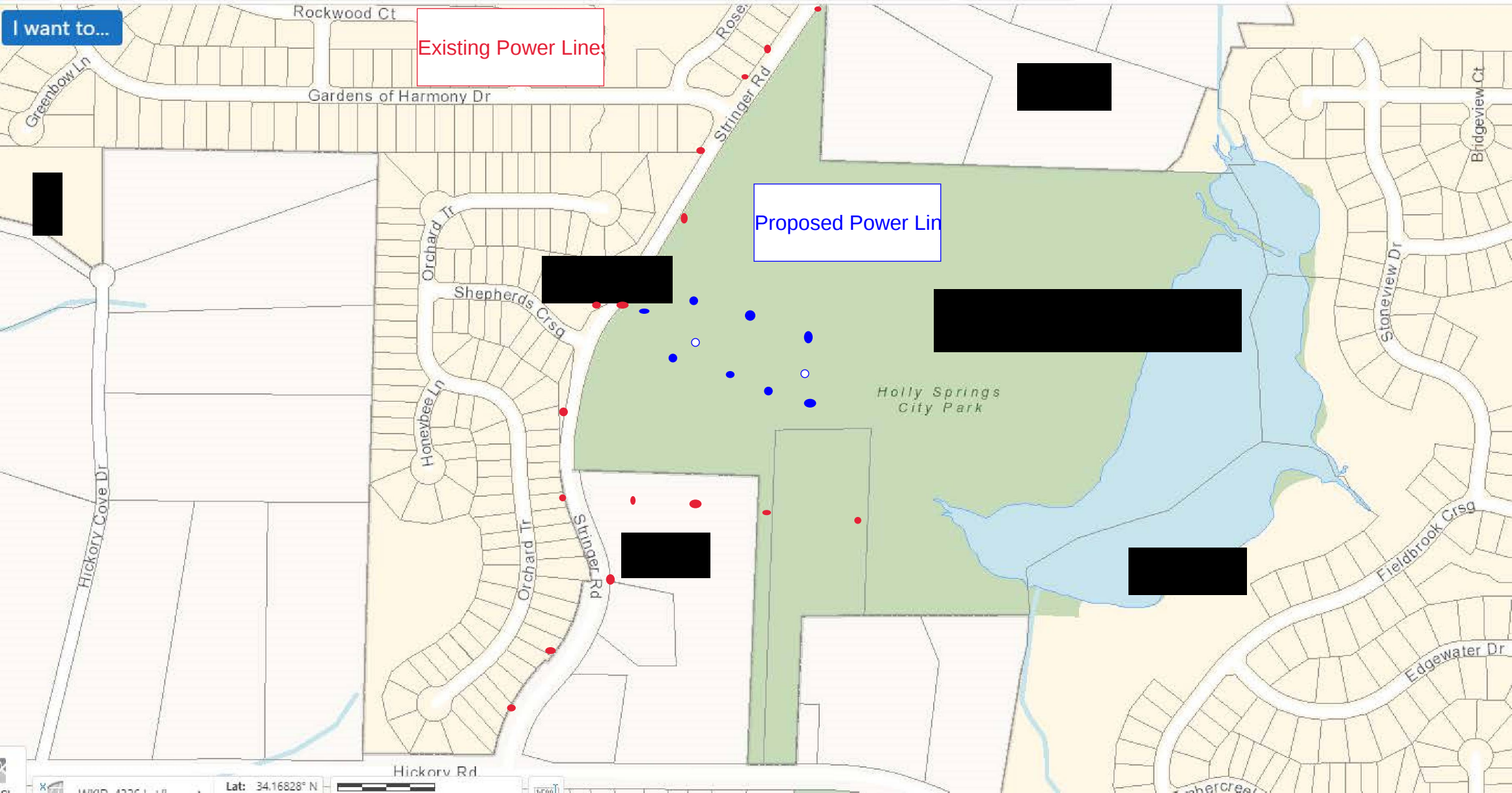


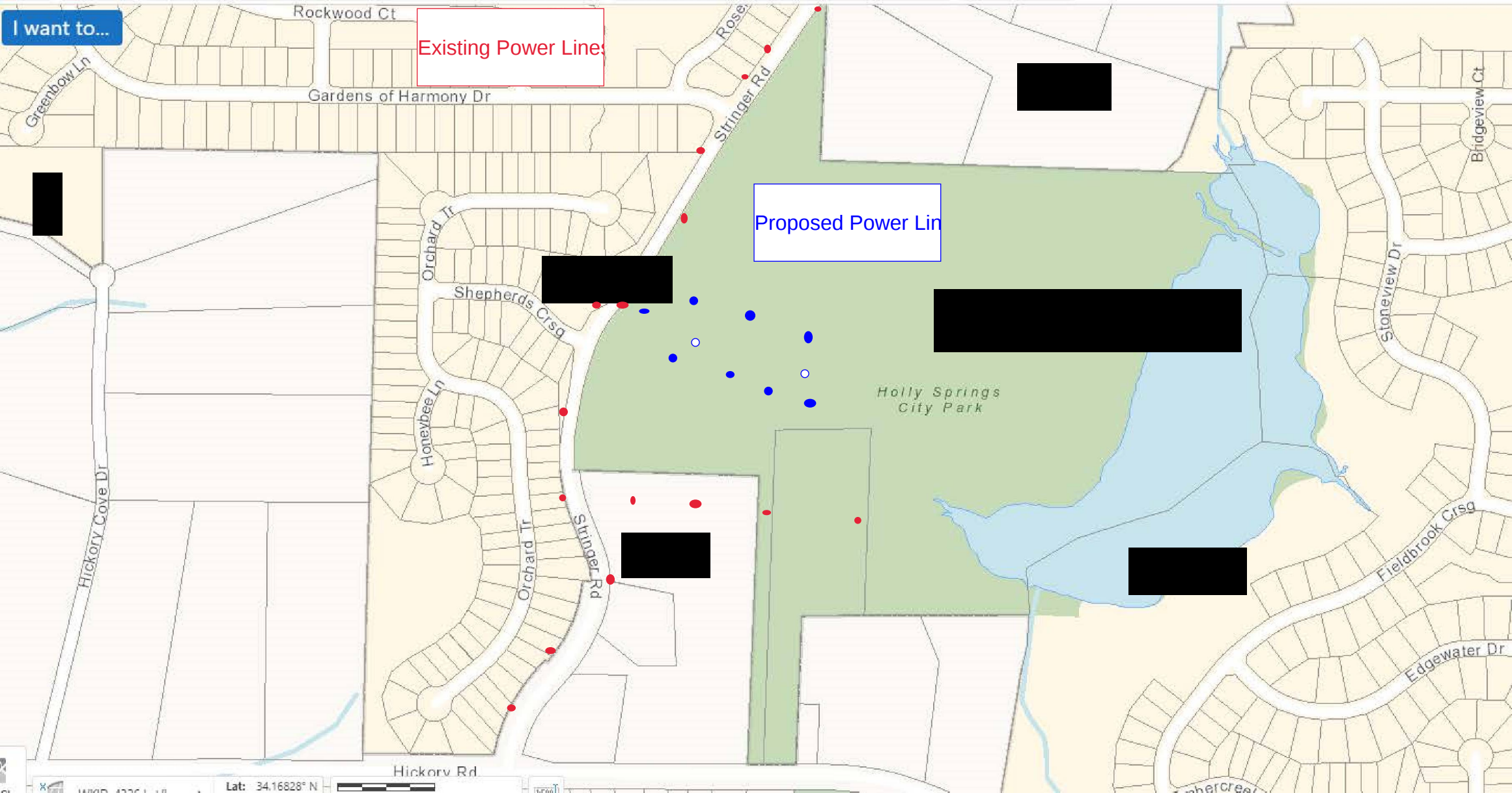
Signature of Grantor #1

Print Name of Grantor #1

Signature of Grantor #2

Print Name of Grantor #2





I want to...

Existing Power Lines

Proposed Power Line

Record and Return to:



STATE OF GEORGIA
COUNTY OF _____

RIGHT OF WAY EASEMENT (General)

This **RIGHT OF WAY EASEMENT** granted and conveyed by the undersigned ("Grantor") to **Sawnee Electric Membership Corporation** ("Grantee"), as of this _____ day of _____, 20____. The terms "Grantor" and "Grantee" to include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits, and in the case of "Grantee," the term shall also include Grantee's employees, agents, contractors and lessees. Grantor, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the right-of-way easement area described below ("Easement Area") and the property of Grantor described below (the "Property") for the following uses and purposes:

Construct and Reconstruct

To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, add and remove above ground, surface and underground lines, cables, wires, apparatus and facilities (separately or collectively, the "System") within the Easement Area, including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, fuel cells, pads, equipment and appliances, foundations and footings, guywires, anchors and stub poles (which anchors and stub poles may be located outside the exterior boundaries of the right-of-way easement area described herein) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data and other information, TV, cable TV, on demand broadcast services and other entertainment, and communication, internet and other service and signals and any other tangible or intangible commodity or service.

Temporary Construction and Maintenance Easement

In addition to the easement rights set forth above, Grantor grants a construction easement incident and appurtenant to the foregoing easement over such land abutting same as may be reasonably necessary for the purpose of installing and thereafter maintaining, repairing or replacing Grantee's System.

Ingress and Egress

To enter upon the Easement Area and the Property (through any adjacent property of Grantor, if necessary) at any time for the purpose of inspecting said lines and System and making necessary maintenance, repairs, alterations, changes, upgrades, enhancements, expansions, additions and substitutions in said lines and System from time to time as Grantee deems advisable or expedient and, without limitation, for any of the purposes enumerated above.

Right-of-Way Maintenance

To keep and maintain the Easement Area clear, by mechanical or chemical means or otherwise, of all structures, trees, limbs or branches, stumps, roots, shrubbery undergrowth, and underground growth within the Easement Area, and to take any other action within the Easement Area as may be appropriate to ensure the efficient, safe and proper operation or maintenance of said lines and System. To cut and, in Grantee's discretion, remove or leave any tree or trees ("danger tree(s)") outside of the Easement Area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the efficient, safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or System.

Reservations to Grantor

Grantor reserves unto Grantor the full right to take, choose and enjoy the land embraced within the Easement Area in every manner not inconsistent with this grant of Right-of-Way Easement, including but not limited to, the specific right to construct driveways, entrance ways and sidewalks upon, over and across the easements. The rights reserved by Grantor shall be subject, however, at all times, to the requirements of the Georgia Utility Facilities Protection Act, the High Voltage Safety Act, and the paramount right of Grantee to dig up, remove or destroy any portion of the roadways, driveways, sidewalks or entrance ways crossing such easements for the purpose of maintaining, inspecting and operating its facilities, PROVIDED HOWEVER, that Grantee shall repair and restore any portion of such roadways, driveways, sidewalks or entrance ways so removed or destroyed after the initial installation of its facilities. Any shrubbery, fence or other vegetation or structure placed within the Easement Area shall be placed at the risk of Grantor, and Grantee shall not be responsible for damages done to any structure, shrubbery, fence or similar improvement as a result of Grantee exercising its rights provided for herein.

Miscellaneous

Grantor warrants and represents that Grantor is vested with good title to the Property and is fully authorized to execute and deliver this Easement to Grantee. If the Grantor is an artificial entity, the undersigned individual(s) executing this Easement warrants and represents that the undersigned are duly authorized to execute this Easement on behalf of such entity. Grantor covenants and agrees that the System installed incident to this Easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

Noncompliance; Termination of Service

In the event that Grantor violates the terms of this Easement, Grantee shall have the right to terminate Grantee's provision of electric service to any premises served by this Easement, and Grantor agrees to indemnify and hold Grantee harmless from any and all liability arising from such termination(s).

Right-of-Way Easement Area

The Easement Area shall be [REDACTED] feet on each side of the center electrical conductor to be constructed on the Property, the location of which is generally shown on the schematic drawing attached hereto as Exhibit "A" and by reference incorporated herein. [REDACTED]

DESCRIPTION OF PROPERTY

Instructions: Fill in as many blanks as you can. Subparagraph "A" alone is insufficient and must be supplemented by completion of at least one additional paragraph. Attach or fill in the legal description contained in the deed to Grantor, if possible.

All that tract of land, including abutting waterways, streets, roads and highways, being in _____ County, Georgia, more particularly described as follows:

A. The property of Grantor located approximately _____ miles from _____ located on road/street which has a mailing address of _____, _____, Georgia.

B. The property acquired by Grantor from _____ by deed dated the _____ day of _____, _____, and recorded in Deed Book _____, Page _____, said county's Public Real Estate Records, which deed and the record thereof are by reference incorporated herein for a more particular description of the property.

C. Lot _____, Section/Block _____, of the _____ Subdivision, as shown by plat thereof recorded in Plat Book _____, Page _____, said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

D. The property shown on a plat thereof dated the _____ day of _____, _____ recorded in Plat Book _____, Page _____, said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

E. The property of Grantor bounded by landmarks and/or property now or formerly owned by property owners, as follows:

- | | | | |
|----|-------|------|-------|
| 1. | _____ | side | _____ |
| 2. | _____ | side | _____ |
| 3. | _____ | side | _____ |
| 4. | _____ | side | _____ |

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

CORPORATION

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Corporation

By: _____
President

Attest: _____
(CORPORATE SEAL)

LIMITED LIABILITY COMPANY

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited Liability Company

By: _____
Title: _____

PARTNERSHIP

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited/General Partnership

By: _____
Authorized General Partner

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Signature of Grantor #1

Signature of Grantor #2

Print Name of Grantor #2

Holly Springs Parks and Recreation Authority
Special Called Meeting Minutes
August 2, 2021

Members Present: Dee Phillips, Vice Chairman Kyle Whitaker, Jeff Wilbur, and Michael Roy Zenchuk II.

Elected Officials Present: Mayor Steven W. Miller

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Community Development Director Nancy Moon, Finance Director Denise Lamazares, and Information Technology Manager/Facilities Manager Ron Carter.

Kyle Whitaker called the meeting to order.

Mike Zenchuk made a motion to waive the bid procedure process for building restrooms at 362 Stringer Road. Dee Phillips seconded the motion.

Kyle Whitaker made a motion to approve a restroom building at 362 Stringer Road contingent upon completion of the following: 1. Site Plan should be updated to include the following: a. Fall Zone for the silos and b. Note handicapped accessibility/slope for wheelchair surface; 2. Pole Barn – need engineer's certification for footings; 3. Bathrooms – provide updated plans for what is actually being constructed; 4. Pay for permit, in an amount not to exceed \$84,250. Dee Phillip seconded the motion, Motion carried 4-0.

Mike Zenchuk made a motion to approve appointing Kyle Whitaker as Chairman of the Holly Springs Parks and Recreation Authority. Dee Phillips seconded the motion. Motion carried 4-0.

Dee Phillips made a motion to amend the agenda to add appointment of the Parks and Recreation Authority Vice Chair. Mike Zenchuk seconded the motion. Motion carried 4-0.

Mike Zenchuk made a motion to appoint Jeff Wilbur to Vice Chair of the Parks and Recreation Authority. Dee Phillips seconded the motion. Motion carried 4-0.

Michael Zenchuk made a motion to approve the October 19, 2020 Parks and Recreation Authority minutes. Dee Phillips seconded the motion. Motion carried 4-0.

Dee Phillips made a motion to adjourn. Mike Zenchuk seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully Submitted.

Kyle Whitaker, Chairman

Attest:

Karen Norred, City Clerk
(Seal)

DRAFT