

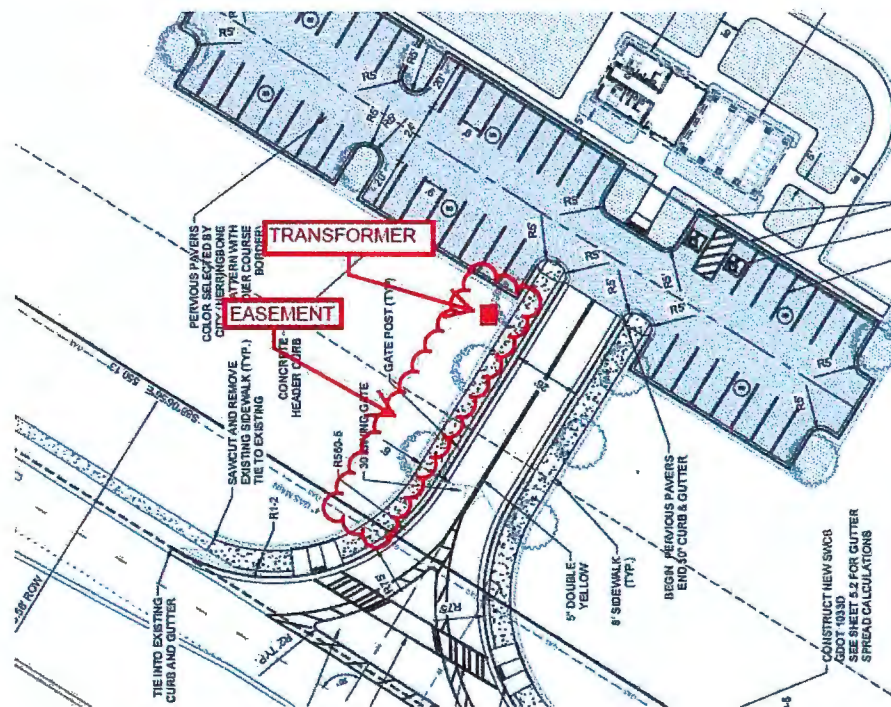
DATE: *March 1, 2023*  
TO: Mayor and City Council  
FROM: Troy Besseche, Assistant City Manager  
SUBJECT: Ridge Lake Park Easement for Sawnee EMC



RECOMMENDED ACTION

**Approve the mayor to sign the Sawnee EMC Right-of-Way Easement to place and maintain an electrical transformer within the boundaries of the new park.**

The new Ridge Lake Park on Highway 20 is currently under construction and will need permanent electrical service provided. Sawnee EMC is the electrical provider for this location; and they have reviewed the current needs of the site, performed a site inspection and drafted the attached easement document. This Easement allows Sawnee EMC to install the new transformer and provide maintenance to it on City property.



Staff is recommending approval of the Sawnee EMC Right-of-Way Easement.

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

STATE OF GEORGIA  
 COUNTY OF Gwinnett

**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 8 day of February, 2023. 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 10 feet in width and shall be 5 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.      Underground

**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 Gwinnett County, Georgia, more particularly described as follows:

A. The property of Grantor located approximately 1 miles from Suwanee Dam Rd located on road/street which has a mailing address of 5494 Cumming Hwy, Sugar Hill, Georgia.

B. The property acquired by Grantor from Carol Higgins by deed dated the 12 day of December, 2016, and recorded in Deed Book 54813, 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        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. | <u>North</u> | side | <u>Cumming Hwy</u>                        |
| 2. | <u>South</u> | side | <u>Stephen Embrey</u>                     |
| 3. | <u>East</u>  | side | <u>Rebecca Born</u>                       |
| 4. | <u>West</u>  | side | <u>David Marovic &amp; Kimberly Mason</u> |

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:

\_\_\_\_\_  
A Georgia Corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
(CORPORATE SEAL)

LIMITED LIABILITY COMPANY

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
A Georgia Limited Liability Company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

PARTNERSHIP

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
A Georgia Limited/General Partnership

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Authorized General Partner

\_\_\_\_\_  
Notary Public

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
City of Sugar Hill

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Grantor #1

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name of Grantor #1

\_\_\_\_\_  
Signature of Grantor #2

\_\_\_\_\_  
Print Name of Grantor #2