



DATE: **April 10, 2026**
TO: Mayor and City Council
FROM: Assistant City Manager
SUBJECT: Oak Street (Novare – Ackerman) Property Dedication

RECOMMENDED ACTION

1. Authorize the Mayor to sign the Deed of Dedication for approximately 2 acres of land to be used for parks, greenspace, and stormwater purposes, subject to final legal review.

BUDGET IMPACT

As the property is currently proposed to be developed as a small park, the stormwater pond will need to be maintained from time to time with a shared expense on average of \$4,000 for mowing and maintenance.

DISCUSSION:

Property dedication of approximately 2 acres was a condition of approval for the design-review for the commercial component of the Novare mixed-use project. Since the property is crossed by a stream, a good portion of the tract is taken up by buffers associated with it but will adequately serve the purposes of a small playground, restroom building and pavilion, currently in conceptual design.

Staff has coordinated with the developer to reserve adequate capacity for the potential city park upstream of the pond. The developer will build the pond, including the additional capacity, extend a sewer lateral for the restroom needs and fence the pond at no cost to the city.

Therefore, with the terms of the dedication established and highly-favorable to the city, staff recommends accepting the property dedication as proposed, subject to final legal review.

#

Attachment: Exhibits to Dedication Agreement
Dedication Agreement - DRAFT

"PROPOSED RESIDENTIAL"
LOT 1
SEE SHEET 2

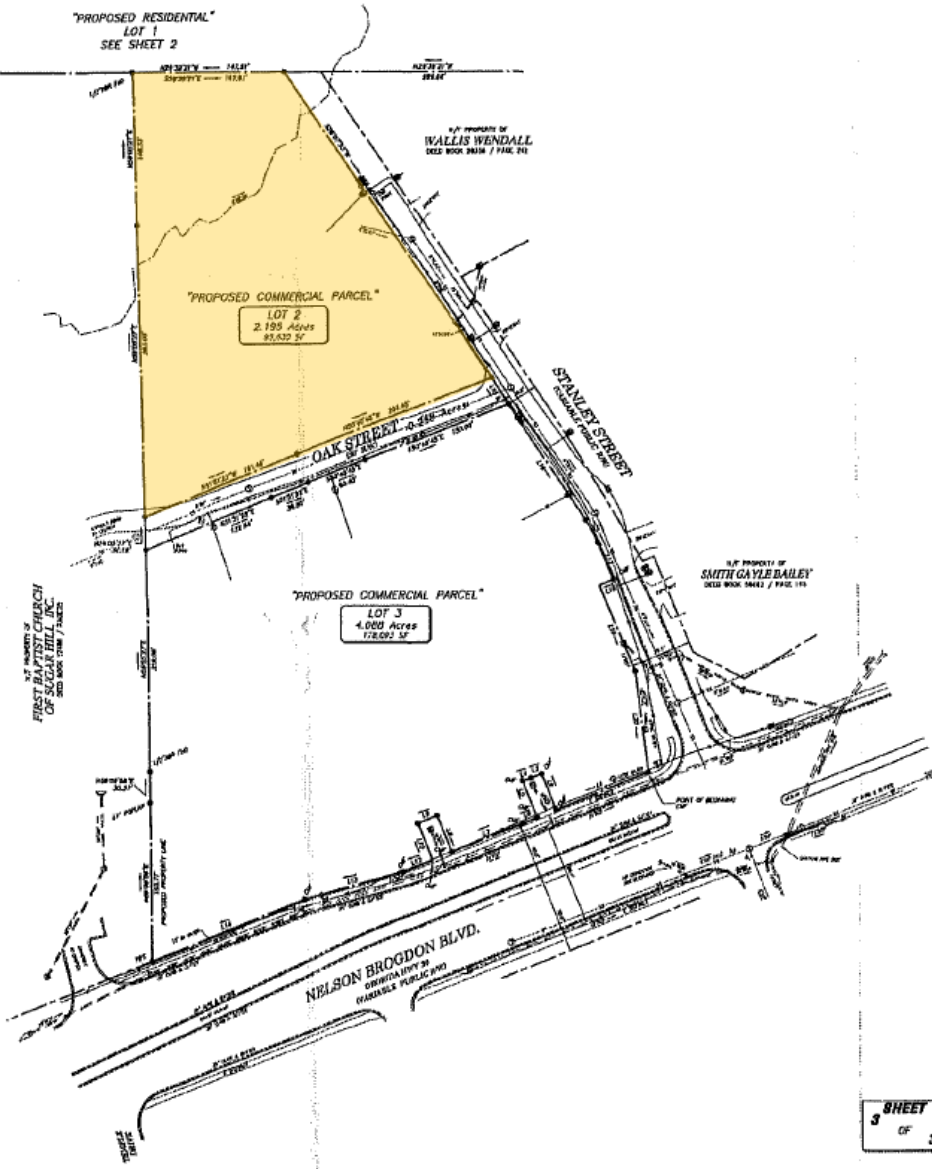
1/4 PROPERTY OF
WALLIS WENDALL
DEED BOOK 2818 / PAGE 211

"PROPOSED COMMERCIAL PARCEL"
LOT 2
2.195 Acres
93,532 SF

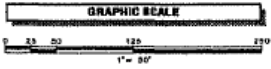
1/4 PROPERTY OF
FIRST BAPTIST CHURCH
OF WASHINGTON, D.C.
DEED BOOK 2286 / PAGE 2

"PROPOSED COMMERCIAL PARCEL"
LOT 3
4.000 Acres
173,602 SF

1/4 PROPERTY OF
SMITH GAYLE BAILEY
DEED BOOK 2442 / PAGE 175



3 SHEET
OF 3



Land Surveying • 3D Laser Scanning
1860 Barnes Hill Road
Marietta, Georgia 30062
Phone: (770) 765-9900
Fax: (770) 765-8980
www.geosurvey.com
E-MAIL: info@geosurvey.com
Certificate of Authorization 15-0001

Prepared by and upon
recording return to:
Sarah R. Borders, Esq.
NGI Investments, LLC
2827 Peachtree Road, NE, Suite 500
Atlanta, Georgia 30309

Tax Parcel No. 7292 167

STATE OF GEORGIA
COUNTY OF GWINNETT

DEED OF DEDICATION AND RESERVATION OF EASEMENTS

THIS DEED OF DEDICATION AND RESERVATION OF EASEMENTS (the "**Deed**") is made this ___ day of _____, 2026, by and between **SUGAR HILL PARCEL OWNER, LLC**, a Georgia limited liability company, for the benefit of itself and its successors and assigns ("**Owner**"); and the **CITY OF SUGAR HILL, GEORGIA**, a body corporate and politic of the State of Georgia (hereinafter referred to as the "**City**").

WITNESSETH:

WHEREAS, Owner is the owner of that certain real property located in Gwinnett County, Georgia and shown as Lot 2 on that certain plat dated November 5, 2024, entitled "Greenspace Dedication Plat for Sugar Hill Apartment Residences LLC", prepared by GeoSurvey Land Surveying and recorded in Plat Book 00156, Page 00112 in the Real Estate Records of the Clerk of the Superior Court of Gwinnett County, Georgia (the "**Plat**"), which Plat is incorporated herein by reference (the "**Property**"); and

WHEREAS, Owner has constructed a stormwater detention pond and related stormwater management facilities on a portion of the Property as shown on the marked Plat attached hereto as Exhibit A (the "**Detention Pond**").

WHEREAS, the Detention Pond will serve both the Owner's and its affiliate's developments

and the Property which Owner has agreed to dedicate to the City pursuant to the terms of this Deed;

WHEREAS, it is the desire and intent of Owner to dedicate, grant, and convey the Property to the City for public use in accordance with this Deed.

WHEREAS, Owner will retain a perpetual easement for the use of, maintenance of, and access to the Detention Pond;

WHEREAS, the City and Owner desire to share maintenance costs for the Detention Pond on a pro rata basis based on use of the facility; and

WHEREAS, the City and Owner acknowledge that one or more stormwater pipes (the "**Stormwater Pipes**") will be constructed or has been constructed beneath Oak Street for the purpose of conveying stormwater runoff from Owner's property to the Detention Pond, and reflected on the Plat attached hereto as Exhibit A;

WHEREAS, the City will grant to Owner a perpetual easement across and under Oak Street and on the Property to allow the Owner to access, maintain, replace and repair the Stormwater Pipes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

DEDICATION

In consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby dedicate, grant, and convey the Property to the City for public greenspace and recreational-use purposes and for continued operation of the Detention Pond. The City hereby accepts the dedication of the Property, subject to the terms and conditions set forth herein.

RESERVATION OF STORM WATER FACILITY MANAGEMENT EASEMENT

In consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby reserve unto itself, its successors and assigns, an exclusive storm drain and stormwater management easement, as more particularly shown on the Plat (the "**Storm Water Facility Management Easement**") for the purpose of operating, maintaining, inspecting, repairing, adding to, altering or replacing present or future stormwater management facilities, storm drainage pipes, storm sewer pipes, or other

drainage structures, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Property. The easement shall include vehicular and equipment access sufficient for maintenance purposes.

The foregoing dedication and easements are subject to the following conditions:

1. Maintenance Responsibility. Subject to the terms of Section 3 below, City shall be responsible for maintenance and operation of the Detention Pond, including but not limited to, the storm drain and stormwater management facilities; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land, such maintenance to include items such as sediment removal, vegetation management, erosion repair, repair of outlet structures and maintenance necessary to ensure the facility functions as designed and to the established standards of the appropriate stormwater regulatory agency.

2. No Material Alteration. The City agrees (1) that it will not materially alter the elevations or contours of the Property such that it would impede or impair the Detention Pond or Owner's or its successors, assigns or invitees, access to the Property to maintain the Stormwater Pipes and (2) that it will not construct any improvement or permit the construction of improvements that interfere with or impede the operation or maintenance of the Detention Pond.

3. Pro Rata Allocation of Maintenance Costs. The City and Owner agree that maintenance costs for the Detention Pond shall be shared pro rata based upon the relative use of the detention facility by each party's drainage area. Use shall be determined based upon the percentage of stormwater runoff or drainage area contributing to the Detention Pond, as established by the methodology in the approved engineering plans attached as Exhibit B. If City performs maintenance for which the Owner is responsible for a share of costs, the Owner shall reimburse City for its pro rata share within thirty (30) days after receipt of reasonable documentation of such costs.

4. Failure to Maintain. If City fails to properly maintain the Detention Pond after written notice from the Owner and a reasonable cure period of thirty (30) days, the Owner may perform such maintenance as necessary. City shall reimburse the Owner for City's pro rata share of the costs incurred within thirty (30) days of invoicing.

RESERVATION OF STORM WATER PIPE EASEMENT

In consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the City does hereby grant and convey to Owner, its successors and assigns, a perpetual non-exclusive easement under, across, and beneath Oak Street within the area marked on Exhibit A (the “**Pipe Easement**”) for the purpose of installing, operating, maintaining, repairing, replacing, and reconstructing the Stormwater Pipes and related drainage structures; and conveying stormwater runoff from the Owner’s property to the Detention Pond.

1. Owner shall be responsible for the maintenance, repair, and replacement of the Stormwater Pipes and associated drainage structures located within the Pipe Easement unless otherwise agreed in writing by the parties.

2. The City shall not construct or permit the construction of improvements within the Pipe Easement that would materially interfere with the operation or maintenance of the Stormwater Pipes, provided that normal roadway maintenance and public utility installations that do not impair the Stormwater Pipes shall be permitted.

3. Owner and its contractors shall have the right, upon 48-hour notice to the City and subject to reasonable traffic control requirements imposed by the City, to access the Pipe Easement for the purpose of inspecting, maintaining, repairing, or replacing the Stormwater Pipes.

MISCELLANEOUS

1. **Indemnification.** The Owner hereby indemnifies and holds harmless the City from claims arising from that party’s negligent acts or omissions in connection with the maintenance or operation of the Detention Pond or the Stormwater Pipes.

2. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and shall bind each of the City and Owner and their successors and assigns.

3. **Recording.** This Agreement shall be **recorded in the land records of Cobb County, Georgia**, and shall provide notice to future owners of the obligations contained herein.

4. **Governing Law.** This Agreement shall be governed by the laws of the **State of Georgia**.

5. **Headings.** Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth herein.

6. **Authority.** This Deed is made in accordance with the statutes made and provided

in such cases; with the approval of the proper authorities of the City, as shown by the signatures affixed to the Deed, and is with the free consent and in accordance with the desire of Owner and the City.

The undersigned warrant that this Deed is made and executed pursuant to authority properly granted to Owner and the City.

[Signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed, under seal.

Signed, sealed and delivered in the
presence of:

SUGAR HILL PARCEL OWNER, LLC

Unofficial Witness

By _____
James R. Borders
President

Notary Public
My Commission expires:

[Signatures continued on following page]

Signed, sealed and delivered in the presence of:

CITY OF SUGAR HILL, GEORGIA, a body corporate and politic of the State of Georgia

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public
My Commission expires:

Attest:

By: _____
Name: _____
Title: _____

[CITY SEAL]

EXHIBIT B
Methodology for Allocation of Cost Sharing

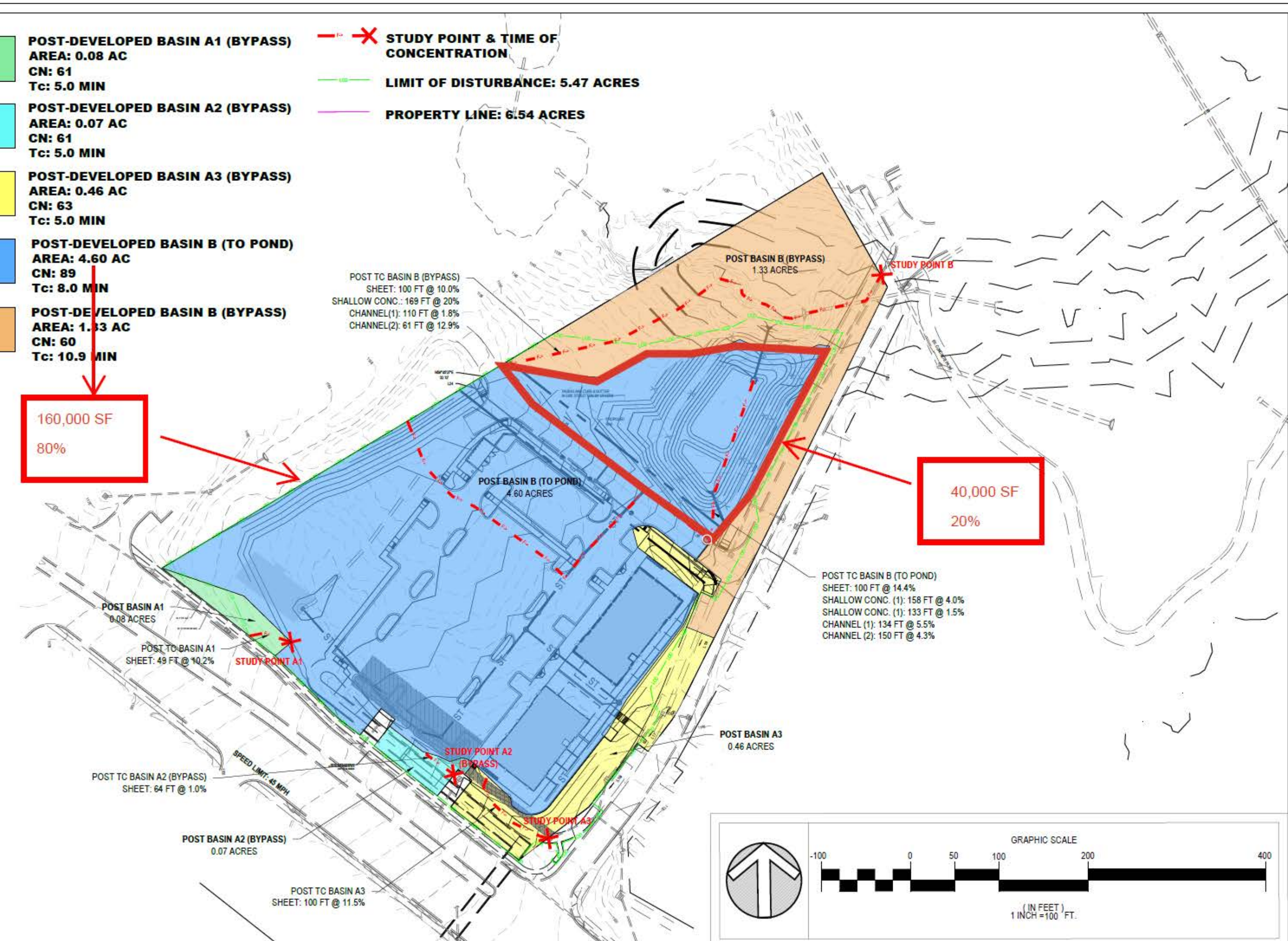
****Finalize once hydrology report is fully approved but likely close to 80/20****

- POST-DEVELOPED BASIN A1 (BYPASS)**
AREA: 0.08 AC
CN: 61
Tc: 5.0 MIN
- POST-DEVELOPED BASIN A2 (BYPASS)**
AREA: 0.07 AC
CN: 61
Tc: 5.0 MIN
- POST-DEVELOPED BASIN A3 (BYPASS)**
AREA: 0.46 AC
CN: 63
Tc: 5.0 MIN
- POST-DEVELOPED BASIN B (TO POND)**
AREA: 4.60 AC
CN: 89
Tc: 8.0 MIN
- POST-DEVELOPED BASIN B (BYPASS)**
AREA: 1.33 AC
CN: 60
Tc: 10.9 MIN

- STUDY POINT & TIME OF CONCENTRATION**
- LIMIT OF DISTURBANCE: 5.47 ACRES**
- PROPERTY LINE: 6.54 ACRES**

160,000 SF
80%

40,000 SF
20%



POST TC BASIN B (BYPASS)
 SHEET: 100 FT @ 10.0%
 SHALLOW CONC.: 169 FT @ 20%
 CHANNEL(1): 110 FT @ 1.8%
 CHANNEL(2): 61 FT @ 12.9%

POST TC BASIN B (TO POND)
 SHEET: 100 FT @ 14.4%
 SHALLOW CONC. (1): 158 FT @ 4.0%
 SHALLOW CONC. (1): 133 FT @ 1.5%
 CHANNEL (1): 134 FT @ 5.5%
 CHANNEL (2): 150 FT @ 4.3%

POST BASIN A1
 0.08 ACRES

POST TC BASIN A1
 SHEET: 49 FT @ 10.2%

POST TC BASIN A2 (BYPASS)
 SHEET: 64 FT @ 1.0%

POST BASIN A2 (BYPASS)
 0.07 ACRES

POST TC BASIN A3
 SHEET: 100 FT @ 11.5%

POST BASIN A3
 0.46 ACRES

