

1 A RESOLUTION DECLARING COUNTY-OWNED EASEMENTS RIGHTS AS
2 SURPLUS AND AUTHORIZING THE ASSIGNMENT OF THE FULTON COUNTY,
3 GEORGIA DEED OF EASEMENT RIGHTS IN NON-COUNTY OWNED PROPERTY AT
4 THE INTERSECTION OF BUFFINGTON ROAD AND ROOSEVELT HIGHWAY (STATE
5 ROUTE NO. 29) TO THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)
6 FOR ROAD PURPOSES; AND FOR OTHER PURPOSES.

7 **WHEREAS**, on or about on March 24, 2014, Fulton County, Georgia (the “County”)
8 acquired a Deed of Easement (the “Easement”) from CSX Transportation, Inc. (“CSX”)
9 which was recorded in the Real Estate Records of Fulton County, Georgia in Deed Book
10 53791, Page 12 et seq. on May 8, 2014; and

11 **WHEREAS**, the Easement was acquired as part of a sidewalk improvement project
12 on Buffington Road (the “Project”) that passed over railroad tracks maintained by CSX
13 that are located in what was then unincorporated Fulton County and now within the
14 jurisdictional limits of the City of South Fulton; and

15 **WHEREAS**, the Easement was acquired using funds provided by the Georgia
16 Department of Transportation (“GDOT”) for that purpose; and

17 **WHEREAS**, GDOT has now taken over the Project and will complete all planned
18 roadway improvements and general construction at not cost to the local government; and

19 **WHEREAS**, the County has no further need for the Easement because it no longer
20 intends to perform the Project which is now located within the jurisdictional limits of the
21 City of South Fulton; and

22 **WHEREAS**, County staff has determined that assigning the County’s easement
23 rights in the Property to GDOT will best serve the public in allowing GDOT to perform the
24 Project; and

1 WHEREAS, GDOT is willing to accept the assignment of the County's Easement;
2 and

3 WHEREAS, O.C.G.A. § 36-9-3(c) permits the County to sell, transfer, or convey
4 property to another body politic such as GDOT without competition; and

5 NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby
6 approves the assignment of the Easement to GDOT.

7 BE IT FURTHER RESOLVED that the Chairman of Fulton County Board of
8 Commissioners is authorized and directed to execute and deliver any and all documents
9 necessary to assign the Easement to GDOT.

10 BE IT FURTHER RESOLVED, that prior to execution of any documents, the
11 County Attorney shall approve any and all documents as to form and make any necessary
12 changes thereto to protect the County's interests.

13 BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its
14 adoption and that all resolutions and parts of resolutions in conflict with this Resolution
15 are hereby repealed to the extent of such conflict.

16 SO PASSED AND ADOPTED, this 16th day of March 2022.

17 FULTON COUNTY BOARD OF COMMISSIONERS

18 

19 _____
20 Robert L. Pitts, Chairman
21
22
23

1 ATTEST:

2

3

Tonya R. Grier

4 Tonya Grier,
5 Clerk to the Commission

6

7



8 APPROVED AS TO FORM:

9

Y. Soo Jo

10
11
12 Y. Soo Jo
13 County Attorney

14

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P:\CAProjects\Land\Buffington Road\3.8.22 Resolution Authorizing Assignment of Easement to GDOT(2).docx

ITEM # 22-0173 RCS 2/16/22
RECESS MEETING

Cross Reference: Book M-8, Page 152
Book 53791, Page 12

After recording, return to:

Johnson & Freeman, LLC.
6323 Roosevelt Highway
Union City, Georgia

ASSIGNMENT OF EASEMENT

STATE OF GEORGIA

Project No.: STP00-0000-13(948)

P.I. No.: 0013948

COUNTY OF FULTON

County: Fulton

THIS ASSIGNMENT OF EASEMENT (this "Assignment"), made and entered into as of the ____ day of March 2022, by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Assignor"), and the GEORGIA DEPARTMENT OF TRANSPORTATION ("Assignee").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by each party to the other party, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Easements Rights. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in and to that certain Deed of Easement, executed on March 24, 2014, and recorded in the Real Estate Records of Fulton County, Georgia in Deed Book 53791, Page 12 *et seq.* on May 8, 2014.

2. Assumption. Assignee accepts the Assignment, and Assignee hereby assumes and agrees to perform all of the obligations of Assignor under the Assignment arising from and after the date hereof.

3. Miscellaneous. Time is of the essence of this Assignment. This Assignment shall be interpreted and governed in accordance with the laws of the State of Georgia. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee, and their respective successors, successors-in-title, assigns, heirs, executors, administrators, and

representatives. The headings inserted at the beginning of each Paragraph are for convenience only and do not add to or subtract from the meaning of the contents of the Paragraph. This Assignment represents the entire and complete agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, and cannot be varied except by written agreement between the parties. Should any provision of this Assignment require judicial interpretation, it is hereby agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof. Each party may rely upon a facsimile, other electronically transmitted signatures, or "pdf" counterpart of this Assignment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

4. Counterparts. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[Continued on Following Page]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.

FULTON COUNTY, STATE OF GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signed, sealed, and delivered
in the presence of:

Michelle Ann

Unofficial Witness

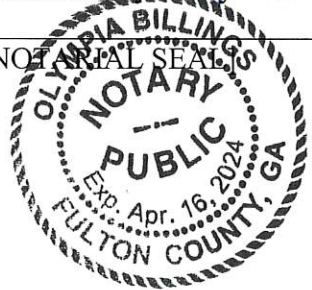
Olympia Billings

Notary Public

My commission expires: 4/16/2024

Date of execution by notary
public: _____

[NOTARIAL SEALS]



ATTEST:

Tonya R. Grier

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo

Y. Soo Jo
County Attorney

(initials)

[Signatures Continued on Following Page]

ITEM # 22-0173 RCS 3/16/22
RECESS MEETING

GEORGIA DEPARTMENT OF
TRANSPORTATION

By: _____
Its: _____

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

Date of execution by notary
public: _____

[NOTARIAL SEAL]