

1 A RESOLUTION APPROVING A WATER UTILITY EASEMENT AGREEMENT  
2 BETWEEN FULTON COUNTY AND THE CITY OF ATLANTA FOR THE  
3 PURPOSE OF CONNECTING WATER SERVICES TO THE PROPOSED  
4 FULTON COUNTY ANIMAL SHELTER LOCATED AT 1251 FULTON  
5 INDUSTRIAL BOULEVARD, NW, ATLANTA GEORGIA; TO AUTHORIZE THE  
6 CHAIRMAN TO EXECUTE A WATER UTILITY EASEMENT AGREEMENT  
7 AND RELATED DOCUMENTS; TO AUTHORIZE THE COUNTY ATTORNEY  
8 TO APPROVE ALL DOCUMENTS AS TO FORM AND MAKE MODIFICATIONS  
9 AS NECESSARY TO PROTECT THE COUNTY'S INTEREST PRIOR TO  
10 EXECUTION; AND FOR OTHER PURPOSES

11  
12 **WHEREAS**, Fulton County is a political subdivision of State of Georgia  
13 and committed to the practice of optimizing available resources for the purpose  
14 of providing the highest level of government services and improving the quality of  
15 life for all residents and visitors of Fulton County; and

16 **WHEREAS**, the Fulton County Board of Commissioners previously  
17 approved the construction of the Fulton County Animal Shelter facility at is  
18 December 15, 2021 meeting as Agenda Item # 21-1042; and

19 **WHEREAS**, the construction of the Fulton County Animal Shelter facility at  
20 1251 Fulton Industrial Boulevard, NW, Atlanta, Georgia will require a connection  
21 to water services currently provided by the City of Atlanta; and

22 **WHEREAS**, prior to granting Fulton County permission to connect its  
23 water service lines to the proposed Fulton County Animal Shelter Facility a  
24 formal utility easement agreement with the City of Atlanta inclusive of the terms  
25 in which water service line connections are permitted must be approved by the  
26 Fulton County Board of Commissioners; and

27 **WHEREAS**, City of Atlanta requires that Fulton County execute a Water  
28 Utility Easement Agreement in substantially the form attached hereto as Exhibit

1 "A," before granting Fulton County permission to connect its water service line to  
2 the proposed animal shelter; and

3 **WHEREAS**, pursuant to O.C.G.A. § 36-9-2, the Board of Commissioners  
4 has control over all property belonging to the County and may, by order entered  
5 on its minutes, direct the disposal of any real property which may lawfully be  
6 disposed of and make and execute good and sufficient title thereof on behalf of  
7 the County and has authority to sell, grant, lease, rent, convey, or transfer any  
8 real property owned by the County; and

9 **WHEREAS**, pursuant to O.C.G.A. § 36-9-3, the Board of Commissioners  
10 is authorized to grant easements and rights of way; sell, convey, or transfer road  
11 rights of way; and sell, transfer, or conveyance real property to any other body  
12 politic.

13 **NOW THEREFORE, IT IS HEREBY RESOLVED**, that the Board of  
14 Commissioners of Fulton County hereby authorizes the Chairman to execute a  
15 Water Utility Easement Agreement and any other necessary document related  
16 thereto with the City of Atlanta in substantially the form attached hereto as Exhibit  
17 "A"

18 **BE IT FURTHER RESOLVED** that the Chairman of Fulton County Board  
19 of Commissioners be authorized and directed to execute and deliver a Water  
20 Utility Easement Agreement in substantially the form as attached hereto as  
21 Exhibit "A".

1 **BE IT FURTHER RESOLVED**, that prior to execution of the required  
2 documents, the County Attorney shall approve the documents as to form and  
3 make any necessary changes thereto to protect the County's interests.

4 **BE IT FURTHER RESOLVED** that this Resolution shall become effective  
5 upon its adoption, and that all resolutions and parts of resolutions in conflict with  
6 this Resolution are hereby repealed to the extent of the conflict.

7  
8  
9 **SO PASSED AND ADOPTED**, this 18<sup>th</sup> day of January, 2023.

10  
11  
12  
13 **FULTON COUNTY BOARD OF COMMISSIONERS**

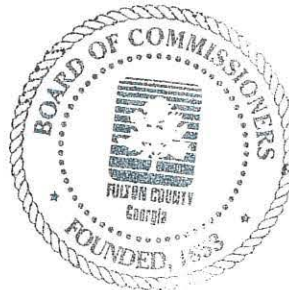
14  
15   
16  
17 Robert L. Pitts, Chairman

18  
19  
20 ATTEST:

21  
22   
23  
24 Tonya R. Grier, Clerk to the Commission

25  
26 APPROVED AS TO FORM:

27  
28   
29  
30 Y. Soo Jo, County Attorney



**After recording, return to:**

Department of Watershed Management  
Office of Engineering Services  
72 Marietta Street NW, 5<sup>th</sup> Floor  
Atlanta, GA 30303  
Attn: Uche Chioke

Project #: 21-193AT  
Parcel Address: 1251 Fulton Industrial Boulevard NW, Atlanta, GA 30336  
Property Tax ID #: 17-0268-LL0317



**WATER UTILITY EASEMENT**

STATE OF GEORGIA  
COUNTY OF FULTON

This Agreement is made and entered into between the Grantor and the Grantee on November 29, 2022.

1. Definitions.

- (a) *Agreement* means this easement agreement.
- (b) *Easement Area* means the area of the Property containing **478** square feet, more or less, and as more particularly described in the legal description and in that certain plat shown in **Exhibit A**.
- (c) *Grantee* means the City of Atlanta, a municipal corporation in the State of Georgia, having an address at 55 Trinity Avenue SW, Atlanta, Georgia 30303 and includes any successors, and assigns.
- (d) *Grantor* means **Fulton County**, a local government entity having an address at 141 Pryor Street SW, Atlanta, GA 30303 and includes any heirs, executors, administrators, successors, and assigns.
- (e) *Installations* means water utility lines on the Grantee's side of each customer meter which may include but are not limited to water mains, water service lines, water meters, and all appurtenant facilities all or some of which may be shown on the plat in **Exhibit A** but whose final and definitive location shall become established at the completion of construction.
- (f) *Property* means the land with Fulton County Tax Parcel ID number 17-0268-LL0317, commonly known as 1251 Fulton Industrial Boulevard NW, Atlanta, GA 30336.

2. Grant of easement and other rights. For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee:

- (a) a perpetual, non-exclusive easement to construct, enlarge, extend, inspect, install, maintain, operate, relocate, repair and replace the Installations in, on, over, under, upon, across, or through the Easement Area;
- (b) the right to use the Installations to measure, channel, distribute or transport water, stormwater, sewage, reuse water, or such other liquid substances the Grantee may find necessary to manage, treat, distribute or dispose of;
- (c) the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental to the use and enjoyment of the Easement Area by the Grantee;
- (d) the right of ingress and egress over the Property to the Easement Area;
- (e) the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Easement Area, which removal is necessary or incidental to the use and enjoyment of the Easement Area by the Grantee; and
- (f) the right, when required by law, governmental regulation or necessity, to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Easement Area.

3. Grantee agreements. The Grantee agrees:

- (a) to operate, repair, replace and maintain continuously the Installations upon the Easement Area;
- (b) that any construction, maintenance, repair or other work or activities performed on or within the Easement Area by the Grantee shall be done as work of this nature is customarily done by other skilled contractors in the community; and
- (c) that after the completion of any construction, maintenance, repair or other work or activities performed on or within the Easement Area by the Grantee, the Easement Area or other parts of the Property shall be left in a clean and good condition, with all debris removed and with trenches and cuts properly filled so that all grades, paved areas, permitted landscaped and grassed areas and other permitted improvements which may have been disturbed by such work are restored to their former condition as nearly as practicable.

4. Grantor agreements. The Grantor agrees:

- (a) that no act shall be permitted on, and no encroachments or obstructions shall be placed on, over or under the Easement Area in any manner that is inconsistent with the use and enjoyment of the Easement Area by the Grantee;
- (b) to waive all right to any further compensation for the easement and other rights granted to the Grantee under this Agreement;
- (c) that it shall not be allowed any other or further relief from assessment and/or charges for utility lines installed in any street which abuts the Property, except as provided by law;
- (d) that the Installations remain the property of the Grantee or become the property of the Grantor once accepted by the Grantee; and
- (e) to provide all necessary security codes to access the Easement Area.

5. Reserved rights. The Grantor reserves unto itself all rights of ownership and use to the Easement Area not inconsistent with rights, privileges, benefits and easements granted to the Grantee under this Agreement.
6. Agreement runs with the land. The parties agree that this Agreement shall at all times be deemed to be, and shall be, a continuing covenant running with the title to the Property and shall inure to and be binding upon the heirs, executors administrators, successors, and assigns of the parties to this Agreement.
7. Miscellaneous.
  - (a) Amendment. This Agreement may not be amended except in writing and signed by each party.
  - (b) Assignment. The Grantee may assign all or any part of the easement or other rights under this Agreement.
  - (c) Counterparts. This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.
  - (d) Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.
  - (e) Governing Law. This Agreement must be construed under and enforced in accordance with the laws of the State of Georgia.
  - (f) Warranty. The Grantor warrants and covenants that it is lawfully seized and possessed of the Property, it has title to the rights above granted and that the same are free and clear of all liens and encumbrances, it has the right and power to enter into this Agreement, and it has obtained all consents necessary for entering into this Agreement.
  - (g) Recording. The Grantor warrants and covenants that it has obtained all consents necessary for recording this Agreement and the Grantor agrees to record this Agreement and provide a recorded copy to the Grantee.
  - (h) Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder of this Agreement, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part of the Agreement.
  - (i) Termination and release. This Agreement may be terminated and released from the title to the Property only with the prior written consent of all parties.

*[Signatures begin on the following page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

Signed, sealed and delivered this 8<sup>th</sup> day of February, 2023 in the presence of:

Fulton County, a political subdivision of the State of Georgia

By: [Signature]  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

[Signature]  
Witness

Attest: [Signature]  
Tonya R. Grier, Clerk to the Commission



APPROVED AS TO FORM

[Signature]  
Y. Soo Jo  
County Attorney

[Signatures continue on the following page]

Approved as to form:

By: \_\_\_\_\_  
Ashley van der Lande  
Attorney  
Department of Law  
City of Atlanta

**Grantee:**

By: \_\_\_\_\_  
Mikita K. Browning  
Commissioner  
Department of Watershed Management  
City of Atlanta

Signed, sealed and delivered in the presence  
of:

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Notary Public

(Notary Seal)



**EXHIBIT A**

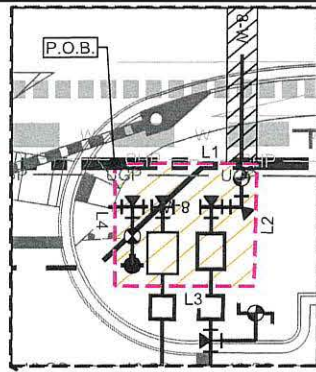
Legal Description and Plat

**CITY OF ATLANTA WATER EASEMENT PLAT FOR  
FULTON COUNTY ANIMAL SERVICE FACILITY**

1251 FULTON INDUSTRIAL BOULEVARD  
ATLANTA, FULTON COUNTY, GA 30336  
TAX PARCEL: 170075  
LAND LOT: 0317

FAA ASN #: 2020-ASO-12170-OE  
CITY OF ATLANTA PERMIT #: LD-202100130  
CITY OF ATLANTA WATER PROJECT#21-193AT  
GDOT TRAFFIC PERMIT#: S-121-002420-7  
GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	23.54'	N40° 20' 49.70"E
L2	20.64'	S48° 24' 46.62"E
L3	23.02'	S40° 27' 00.00"W
L4	20.60'	N49° 51' 18.60"W



SCALE: 1" = 20'

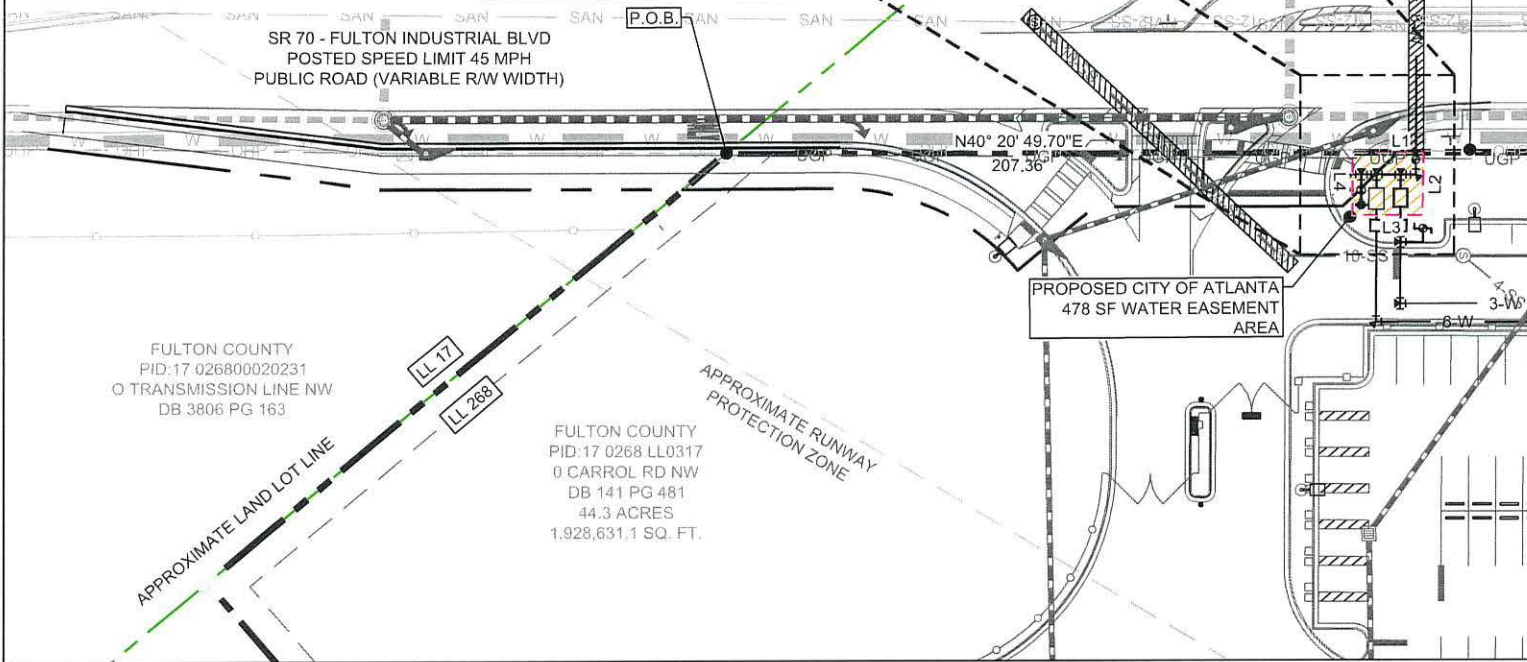
**GENERAL SITE NOTES**

1. TOPOGRAPHIC SURVEY BY LOWE ENGINEERS, DATED 3/20/2020.
2. FLOODPLAIN IS PRESENT ON SITE AS DEPICTED BY FEMA FIRM PANEL NUMBER 13121C0217F, DATED 09/18/2013.
3. OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING STORM DRAINAGE, UTILITY CONNECTIONS, SIDEWALK, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
4. PROPOSED LINE WORK TAKEN FROM SPECIAL ENCROACHMENT PLANS GDOT PERMIT #A-121-007615-7

UPS DISTRIBUTION FACILITY

EXISTING R/W LINE  
AND PROPERTY BOUNDARY LINE

LEGEND	
	PROPOSED CITY OF ATLANTA WATER EASEMENT AREA
	ADJOINING PROPERTY
	ROAD STRIPING
	ROAD BACK OF CURB
	ROAD FACE OF CURB
	ROAD EDGE OF PAVEMENT
	FENCE-WOOD VINYL
	FENCE-HOGWIRE, FIELD
	FENCE-CHAINLINK, BARBED WIRE
	UTILITIES -WATER
	UTILITIES -UNDERGROUND POWER
	UTILITIES -OVERHEAD POWER
	UTILITIES -UNDERGROUND COMM./FIBER
	UTILITIES -UNDERGROUND GAS
	UTILITIES -SANITARY SEWER LINES
	UTILITIES -STORM SEWER LINES
	LAND LOT LINE
	SECTION LINE
	BOUNDARY LINE
	FLOOD ZONE LINE
	EASEMENT



SR 70 - FULTON INDUSTRIAL BLVD  
POSTED SPEED LIMIT 45 MPH  
PUBLIC ROAD (VARIABLE R/W WIDTH)

PROPOSED CITY OF ATLANTA  
478 SF WATER EASEMENT  
AREA

FULTON COUNTY  
PID:17 026800020231  
O TRANSMISSION LINE NW  
DB 3806 PG 163

FULTON COUNTY  
PID:17 0268 LL0317  
O CARROL RD NW  
DB 141 PG 481  
44.3 ACRES  
1,928,631,1 SQ. FT.

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1251 FULTON INDUSTRIAL BOULEVARD NW, ATLANTA, GA 30336

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LAND LOT: 0317

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GDOT TRAFFIC PERMIT#: S-121-002420-7

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**LEGAL DESCRIPTION: CITY OF ATLANTA WATER EASEMENT**

ALL THAT GEORGIA DEPARTMENT OF TRANSPORTATION DEDICATION LYING AND BEING IN LAND LOT 0317 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT,  $\frac{1}{2}$  INCH IRON ROD FOUND, THE TRUE POINT OF BEGINNING LOCATED AT THE INTERSECTION OF LAND LOT 17, OF SAID DISTRICT AND COUNTY, WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) FOLLOWING COURSES AND DISTANCES: NORTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS EAST A DISTANCE OF 207.36 FEET TO A POINT (BEGINNING OF L1); NORTH 40 DEGREES 20 MINUTES AND 29 SECONDS EAST A DISTANCE OF 23.54 FEET TO A POINT (END OF L1 AND BEGIN L2); THENCE SOUTH 48 DEGREES 24 MINUTES AND 46.42 SECONDS EAST A DISTANCE OF 20.64 FEET TO A POINT (END OF L2 BEGIN L3); THENCE SOUTH 40 DEGREES 27 MINUTES AND 00.00 SECONDS WEST A DISTANCE OF 23.02 FEET (END OF L3 BEGIN L4); THENCE NORTH 49 DEGREES 51 MINUTES AND 18.60 SECONDS WEST A DISTANCE OF 20.60 FEET TO A POINT (END OF L4 BEGIN L1); SAID POINT BEING THE END OF THE WATER EASEMENT FOR THE CITY OF ATLANTA WATER DEPARTMENT.

SAID CITY OF ATLANTA WATER EASEMENT CONTAINING 478 SQ.FT (0.011 ACRES)



12/8/2022



990 HAMMOND DRIVE  
SUITE 900  
ATLANTA, GA 30328

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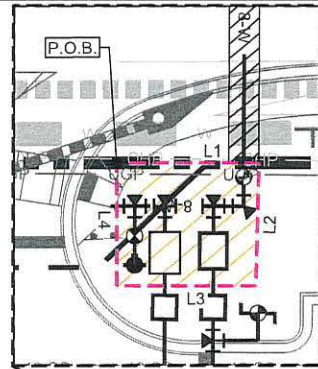
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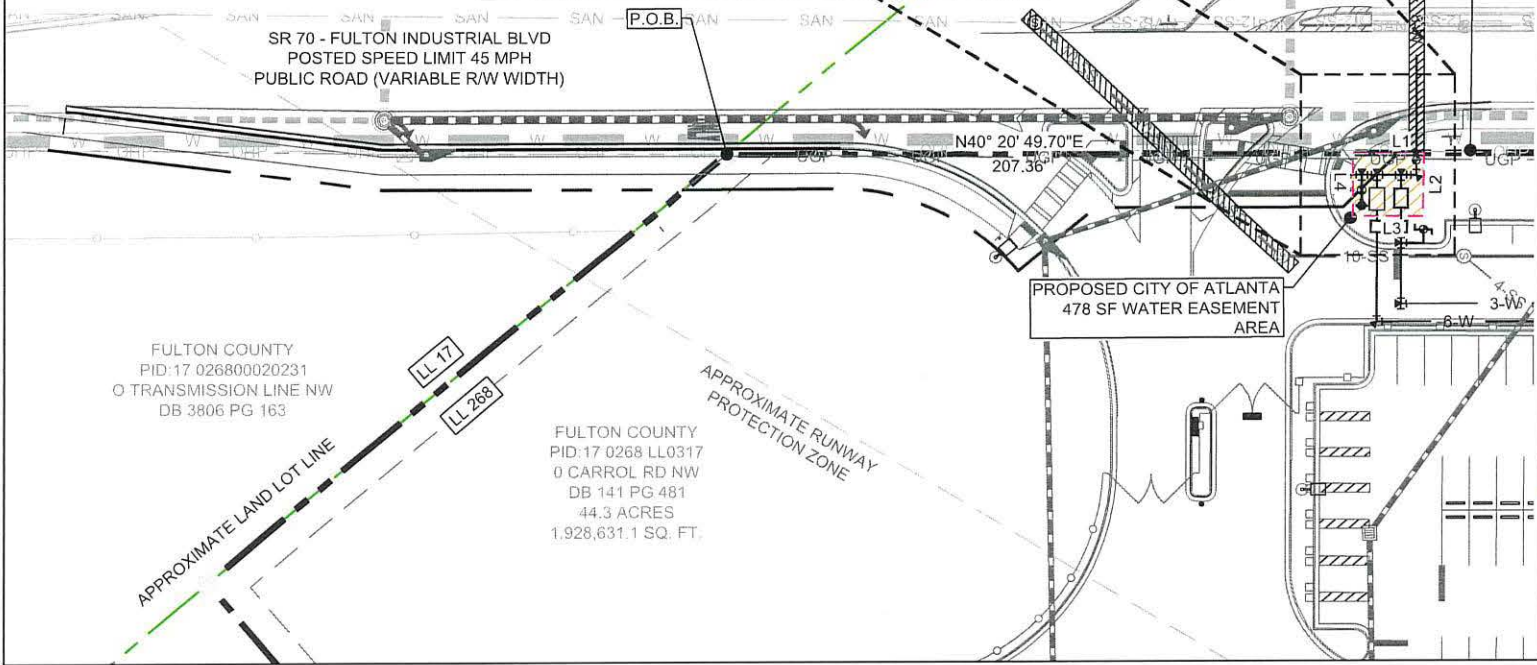
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LAND LOT: 0317

FAA ASN #: 2020-ASO-12170-OE

CITY OF ATLANTA PERMIT #: LD-202100130

CITY OF ATLANTA WATER PROJECT#21-193AT

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