

ARCHER & LOVELL, P.C.

ATTORNEYS AT LAW
102 LEAKE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

David G. Archer
E. Keith Lovell

(770) 386-1116

MEMORANDUM

TO: Dan Porta, City Manager
CC: Sidney Forsyth, Director, Water Department
Ed Mullinax, Assistant Director, Water Department
Julia Drake, City Clerk
FROM: E. Keith Lovell, Assistant City Attorney
DATE: February 21, 2023
RE: Brown Farm Road Pump Station Transfer

Dan,

The Brown Farm Road Pump Station transfer documentation has been approved by the County Attorney and County Water Department, and will be presented to the Commissioner at the next meeting for his signature. Therefore, the documents listed below require the approval of the Mayor and City Council and signatures of the Mayor and City Clerk. This transaction will transfer the pump station and related facilities to the County. Said documents are as follows:

- 1) Quitclaim Deed transferring Pump Station - requires signatures of Mayor, City Clerk, witness and notary;
- 2) Assignment of Easements - requires signatures of Mayor, City Clerk, witness and notary;
- 3) Bill of Sale with Exhibit "A" - requires signatures of Mayor and City Clerk; and
- 4) Easement from City to County - requires signatures of Mayor, City Clerk, witness and notary.

AFTER RECORDING RETURN TO:
Archer & Lovell, PC
PO Box 1024
Cartersville, GA 30120
Title Examination Not Performed

STATE OF GEORGIA
COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2023, between **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, (hereinafter referred to as “Grantor”) and **BARTOW COUNTY**, a political subdivision of the State of Georgia (hereinafter called “Grantee”). (The words “Grantor” and “Grantee” shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 801, 4th District, 3rd Section, Bartow County, Georgia, City of Cartersville, containing approximately 0.16 acres and more particular described as follows:

Beginning at an iron pin located at the intersection of the East land lot line of Land Lot 801 and the North right of way of Brown Farm Road (60 foot right of way); running thence along the East land lot line of Land Lot 801 North 00 degrees, 20 minutes, 21 seconds East to an iron pin and corner on said land lot line being the True Point of Beginning; running thence South 87 degrees, 39 minutes, 18 seconds West a distance of 75.19 feet to an iron pin and corner; running thence North 01 degrees, 28 minutes, 20 seconds West, a distance of 89.49 feet to an iron pin and corner located on the East land lot line of Land Lot 801; running thence South along the East land lot line of Land Lot 801 South 00 degrees, 20 minutes, 21 seconds West, an approximate distance of 85 feet to an iron pin and corner, and said point being the True Point of Beginning.

This quitclaim is given subject to any restrictions and easements of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

AND THE SAID Grantor, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the Grantee, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of:

CITY OF CARTERSVILLE,
a Municipal Corporation of the State of Georgia

Witness

By: _____
Matthew J. Santini, Mayor

Notary Public

Attest: _____
Julia Drake, City Clerk

My Commission Expires:

[AFFIX SEAL]

After Recording Return to:

Archer & Lovell PC
PO Box 1024
Cartersville GA 30120

Cross Reference:
Deed Book 682, Page 582
Deed Book 620, Page 359
Deed Book 682, Page 589
Deed Book 616, Page 298

ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS (“Agreement”) is made this ____ day of _____, 2023, by and between the City of Cartersville, a municipal corporation of the State of Georgia (“Assignor”), and Bartow County, a political subdivision of the State of Georgia (“County”).

WHEREAS, Assignor has been granted or reserved easement rights in and to the following easements that it plans to assign as indicated below for sanitary sewer (“Assignor Easements”):

- 1) Assignment of Easement by the City to County (Sanitary Sewer Line Easement) recorded in Deed Book 682, Pages 582-594, specifically p. 588, on May 3, 1991;
- 2) Assignment of Easement by the City to County (Easement Hwy 113), recorded in Deed Book 620, Page 359, on August 2, 1989;
- 3) Assignment of Easement by the City to County (Sanitary Sewer Forced Main Easement), recorded in Deed Book 682, Pages 582-594, specifically p. 589, on May 3, 1991; and
- 4) Assignment of Easement by City to County (20’ sewer line easement and sanitary sewer line shown on Plat Book 52, Page 8 & 9), recorded in Deed Book 616, Page 298, on June 23, 1989; and

WHEREAS, Assignor and County have agreed that it is in the best interest of both water and sewer systems, and promotes the general public health, safety and welfare for Assignor to transfer and assign the facilities and the Assignor Easements to the County.

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

1. Assignor hereby assigns and conveys to County all of its rights in the Assignor Easements for the operation, maintenance, repair and replacement of a Sanitary sewer line (“Sewer Line”) servicing the current or future County sewer customers.
2. The Assignor Easements are as follows:
 - Assignment of Easement by the City to County (Sanitary Sewer Line Easement) recorded in Deed Book 682, Pages 582-594, specifically p. 588, on May 3, 1991;
 - Assignment of Easement by the City to County (Easement Hwy 113), recorded in Deed Book 620, Page 359, on August 2, 1989;
 - Assignment of Easement by the City to County (Sanitary Sewer Forced Main Easement), recorded in Deed Book 682, Pages 582-594, specifically p. 589, on May 3, 1991; and
 - Assignment of Easement by City to County (20’ sewer line easement and sanitary sewer line shown on Plat Book 52, Page 8 & 9), recorded in Deed Book 616, Page 298, on June 23, 1989.
3. Upon acceptance of this Assignment the County agrees to maintain, repair and replace the Sewer line as it maintains sewer lines in the County. County accepts all obligations under the Assignor Easements including maintenance and restoration of damages caused by said maintenance.
4. This Agreement is subject to all existing matters of record, and is intended to be recorded and effective immediately.
5. Any notice to be given hereunder may be in the form of an email sent to a representative of Assignor and is deemed delivered when evidence of a delivery receipt is received by the sender. Notice may also be given by ordinary U.S. Mail with the United States Postal Service, deemed delivered by the date of the postmark; by certified mail, return

receipt requested, or when deposited with a national overnight courier service, addressed to the recipient at the addresses listed below:

Assignor: City of Cartersville
PO Box 1024
Cartersville, GA 30120
Attn: Water and Sewer Superintendent

County: Bartow County, Georgia
135 West Cherokee Avenue, Suite 251
Cartersville, GA 30120
Attn: Water and Sewer Superintendent

6. This Agreement shall insure to the benefit of and be binding upon the parties hereto, and their successors and assigns.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have set forth their hands and seals as of the date set forth below.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires:

[NOTARIAL SEAL]

ASSIGNOR:

CITY OF CARTERSVILLE, GEORGIA

By: _____(SEAL)
Matthew Santini, Mayor

Attest: _____(SEAL)
Julia Drake, City Clerk

COUNTY:

BARTOW COUNTY, GEORGIA

By: _____(SEAL)
Steve Taylor, Commissioner

Attest: _____(SEAL)
Kathy Gill, County Clerk

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT is executed and delivered as of the ____ day of _____, 2023 by and between the CITY OF CARTERSVILLE, a municipality of the State of Georgia (hereinafter referred to as “Transferor”) and BARTOW COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as “Transferee”).

WITNESSETH:

WHEREAS, Transferor has agreed to transfer to Transferee, and Transferee has agreed to acquire from Transferor all of Transferor’s right, title and interest in and to all of the machinery, equipment and other tangible personal property listed on Exhibit “A” hereto (collectively the “Personal Property”).

NOW THEREFORE, for and in consideration of the sum of One and No/100 (\$1.00) Dollars and other good and valuable consideration in hand paid by Transferee to Transferor, the receipt and sufficiency of which are hereby acknowledged by Transferor, Transferor has granted, bargained, sold, assigned, transferred, conveyed and delivered, and by these presents does grant, bargain, sell, assign, transfer, convey and deliver unto Transferee, its successors and assigns, all of Transferor’s right, title and interest of Transferor in and to the Personal Property and Real Property referenced on Exhibit “A.”

TO HAVE AND TO HOLD, the aforesaid Real and Personal Property unto Transferee, its successors and assigns forever, subject to the term of the Lease.

Transferor will warrant and forever defend the right and title to the Real and Personal Property, unto Transferee against the claims of all persons owing, holding or claiming by, through or under Transferor, but not otherwise provided; however, the parties acknowledge and agree that said Personal Property shall be subject to the terms of the Rental Agreement and the Transferor’s interest in the bailment-for-hire created therein.

Except as set forth in the immediately preceding paragraph, TRANSFEROR MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE PERSONAL PROPERTY OR ANY PART THEREOF, THE MERCHANTABILITY THEREOF OR THE FITNESS THEREOF FOR ANY PARTICULAR PURPOSE OR USE, TITLE TO THE PERSONAL PROPERTY OR ANY PART THEREOF, THE QUALITY OF THE MATERIALS OR WORKMANSHIP THEREOF OR THE CONFORMITY THEREOF TO SPECIFICATIONS OR THE PRESENCE OR ABSENCE OF ANY LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

IN WITNESS WHEREOF, Transferor has signed and sealed this Bill of Sale and General Assignment, the day and year first above written.

**CITY OF CARTERSVILLE,
a Municipal Corporation of the State of Georgia**

By: _____
Matthew J. Santini, Mayor

Attest: _____
Julia Drake, City Clerk

EXHIBIT “A” TO BILL OF SALE

The City of Cartersville hereby conveys to Bartow County, the following real and personal property:

I. Pump Station

Site: 76 Brown Farm Road

0.16 Acres

Concrete Wet Well - 6 feet diameter, 18 feet depth

Two pumps - each rated at 7.5 hp, 200 gpm

Controls and telemetry

Back Up Power Diesel Generator

Site Fencing

3/4 inch water service with Bartow County Water Department

II. Force Main

8-inch diameter PVC 7,477 linear feet

12-inch diameter DIP 1,068 linear feet

III. Gravity Sewers 8-inch diameter PVC 11,255 linear feet

IV. Force Main and Gravity Sewer Locations

a. Facilities in City and/or County ROW

- i. Heat Co Court
- ii. Fiber Drive
- iii. Brown Farm Road
- iv. West Side Chase
- v. Shagbark Drive
- vi. Woodbridge Drive
- vii. Crossbridge Court
- viii. Singletree Ridge
- ix. Meadow Bridge Drive
- x. Riverside Drive

b. Facilities in State ROW. (County will need to get permits transferred)

- i. Hwy 113
- ii. Hwy 61

c. Corps of Engineer Permit across the Etowah River

d. Easement on the City of Cartersville property 1540 West Avenue Tax Reference C054-0707-001 (A survey of this facility should be completed granting a 10' easement to the County from the City)

e. All easements on private property as shown in paragraph V below

f. Exhibit “B” attached showing the facilities to be transferred including the easements on private property as shown in Paragraph V below

V. Quitclaim Deed and Easements

- a. Quitclaim Deed from City to County
- b. Assignments of Easements:
 - i. Assignment of Easement by the City to County (Sanitary Sewer Line Easement) recorded in Deed Book 682, Pages 582-594, specifically p. 588, on May 3, 1991;
 - ii. Assignment of Easement by the City to County (Easement Hwy 113), recorded in Deed Book 620, Page 359, on August 2, 1989;
 - iii. Assignment of Easement by the City to County (Sanitary Sewer Forced Main Easement), recorded in Deed Book 682, Pages 582-594, specifically p. 589, on May 3, 1991; and
 - iv. Assignment of Easement by City to County (20' sewer line easement and sanitary sewer line shown on Plat Book 52, Page 8 & 9), recorded in Deed Book 616, Page 298, on June 23, 1989.

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
TITLE EXAM NOT PERFORMED

EASEMENT

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter "City") does hereby grant and convey unto the **BARTOW COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as Grantee, (hereinafter referred to as "County"), its successors and assigns, a permanent utility easement for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances and as a permanent utility easement to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying in and being in Land Lots 706, 707, & 708 of the 4th District, 3rd Section, Bartow County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the centerline of the Etowah River and the southeasterly right of way of Rockmart Highway (Georgia State Route 61) (having a variable width right of way), thence leaving said right of way and continuing along said centerline of the Etowah River South 13 degrees 19 minutes 28 seconds East a distance of 37.80 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence leaving said centerline of the Etowah River North 54 degrees 21 minutes 54 seconds East a distance of 229.03 feet to a point; Thence North 64 degrees 10 minutes 19 seconds East a distance of 70.00 feet to a point; Thence South 70 degrees 49 minutes 41 seconds East a distance of 414.43 feet to a point; Thence South 63 degrees 53 minutes 54 seconds East a distance of 285.76 feet to a point;

Thence South 63 degrees 52 minutes 22 seconds East a distance of 352.97 feet to a point; Thence South 85 degrees 58 minutes 11 seconds East a distance of 289.92 feet to a point; Thence North 48 degrees 45 minutes 49 seconds East a distance of 237.23 feet to a point; Thence North 52 degrees 34 minutes 16 seconds East a distance of 282.85 feet to a point; Thence North 82 degrees 23 minutes 05 seconds East a distance of 64.09 feet to a point in the centerline of Petit Creek; Thence continuing along said centerline of Petit Creek South 07 degrees 36 minutes 55 seconds East a distance of 20.00 feet to a point; Thence leaving said centerline of Petit Creek South 82 degrees 23 minutes 05 seconds West a distance of 58.76 feet to a point; Thence South 52 degrees 34 minutes 16 seconds West a distance of 276.86 feet to a point; Thence South 48 degrees 45 minutes 49 seconds West a distance of 244.91 feet to a point; Thence North 85 degrees 58 minutes 11 seconds West a distance of 302.16 feet to a point; Thence North 63 degrees 52 minutes 22 seconds West a distance of 356.87 feet to a point; Thence North 63 degrees 53 minutes 54 seconds West a distance of 284.55 feet to a point; Thence North 70 degrees 49 minutes 41 seconds West a distance of 404.93 feet to a point; Thence South 64 degrees 10 minutes 19 seconds West a distance of 60.00 feet to a point; Thence South 54 degrees 21 minutes 54 seconds West a distance of 235.52 feet to a point in the centerline of the Etowah River; Thence continuing along the centerline of the Etowah River North 13 degrees 19 minutes 28 seconds West a distance of 21.62 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.022 acres (44,508 square feet).

Said 20' force main easement area (centered on existing force main) is drawn and shown on that plat entitled Force Main Easement Exhibit, Land Lots 706, 707, & 708 of the 4th District, 3rd Section, Bartow County, Georgia, being Sheets 1-4, prepared by Mitchell Lowery, G.R.L.S. No. 3109, dated February 8, 2023, and attached hereto and incorporated herein as Exhibit "A."

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

City reserves the right to use the easement for purposes that will not interfere with the County's full enjoyment of the rights granted by this instrument. City, however, must not erect or construct any building or other structure, or drill or operate any well, located any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

City shall not construct a drive or road over the easement area except crossings approved by the County. It is expressly understood by City that such crossings approved by the County will not be replaced, repaved or restored in any manner by the County in the event such crossings are to be removed by the County to exercise the rights of this easement.

The County shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the County, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in City(s) any title or interest in the equipment or installation made by the County and any property installed by the County shall remain the sole property of the County.

SPECIAL STIPULATIONS: None.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the County, its successors and assigns.

The said County shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned has hereunto set their hand and seal
this ____ day of _____, 2023.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

[SEAL]

GRANTOR:

CITY OF CARTERSVILLE, GEORGIA, a
municipal corporation of the State of Georgia

By: _____
Matthew J. Santini, Mayor

Attest: _____
Julia Drake, City Clerk

[AFFIX SEAL]

EXHIBIT "A" TO EASEMENT

(Force Main Easement Drawings - 4 pages)



**PROFESSIONAL
LAND SURVEYORS**

1020 CHATTANOOGA AVENUE
DALTON, GA 30720
770-334-8186
WWW.PLS.US
INFO@PLS.US
GEORGIA C.O.A.: LSF001380

**FORCE MAIN EASEMENT EXHIBIT
LAND LOTS 706, 707, & 708 OF THE
4TH DISTRICT, 3RD SECTION,
BARTOW COUNTY, GEORGIA**

SHEET 1 OF 4 FEBRUARY 8, 2023

JOB #: 234182



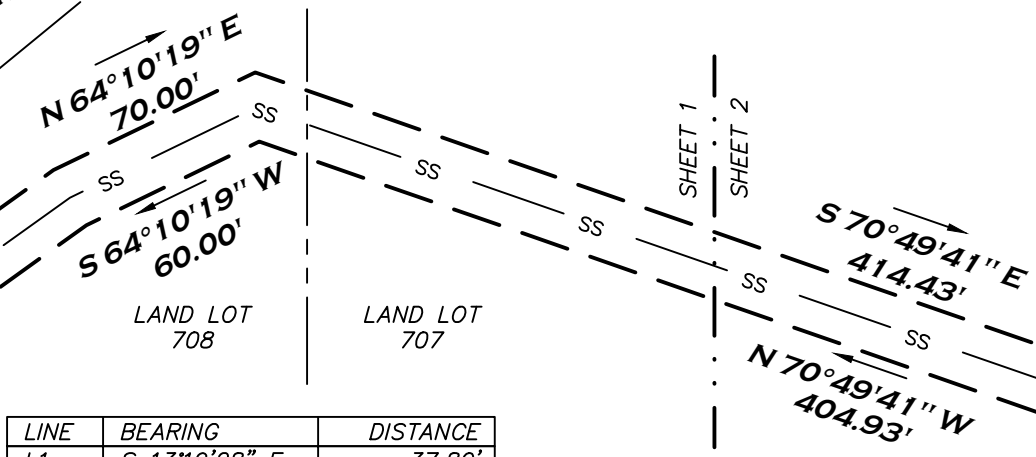
**ROCKMART HIGHWAY
(GEORGIA STATE ROUTE 61)
VARIABLE R/W**

N: 1507607.16
E: 2093191.29

P.O.C.

P.O.B.

**ETOWAH RIVER
CENTERLINE IS PROPERTY LINE**



LINE	BEARING	DISTANCE
L1	S 13°19'28" E	37.80'
L5	N 13°19'28" W	21.62'

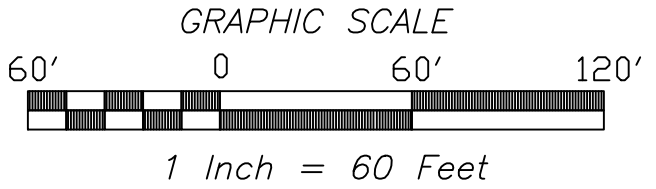
**20' FORCE MAIN EASEMENT
(CENTERED ON EXISTING FORCE MAIN)
1.022 ACRES
44,508 SQUARE FEET**



**GRID NORTH
(GA WEST)**

LEGEND

- PROPERTY LINE
- - - - - EASEMENT LIMITS
- LAND LOT LINE
- · - · - MATCH LINE





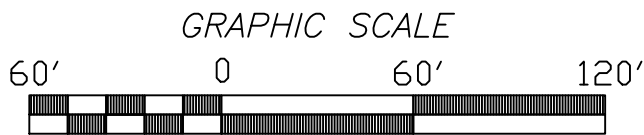
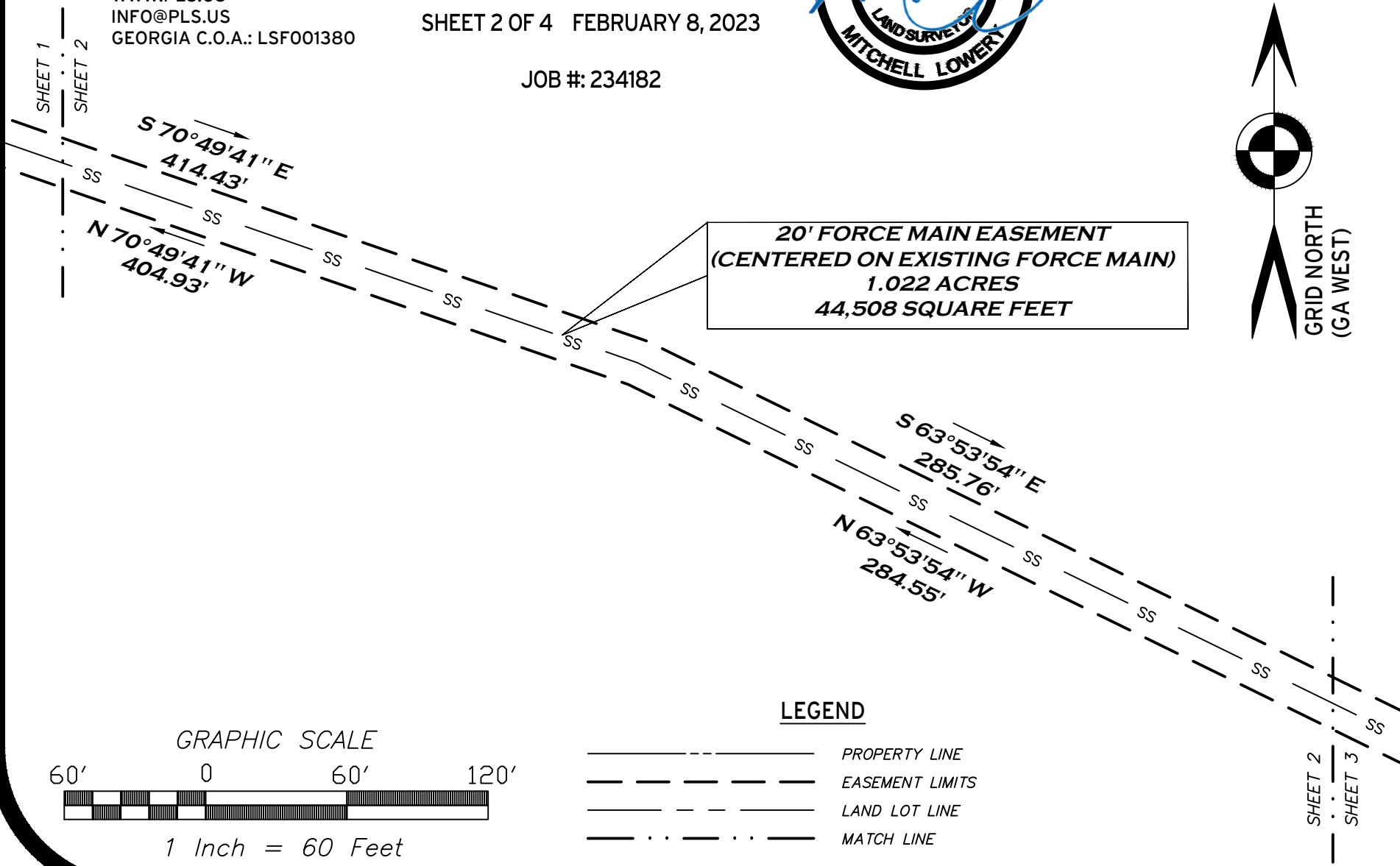
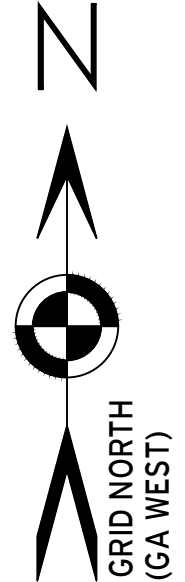
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DALTON, GA 30720
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WWW.PLS.US
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GEORGIA C.O.A.: LSF001380

FORCE MAIN EASEMENT EXHIBIT
LAND LOTS 706, 707, & 708 OF THE
4TH DISTRICT, 3RD SECTION,
BARTOW COUNTY, GEORGIA



SHEET 2 OF 4 FEBRUARY 8, 2023

JOB #: 234182



1 Inch = 60 Feet

LEGEND

- PROPERTY LINE
- - - - - EASEMENT LIMITS
- · - · - LAND LOT LINE
- · - · - MATCH LINE

SHEET 2
SHEET 3

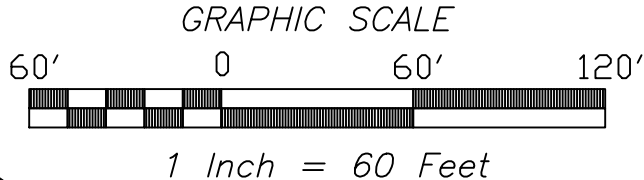
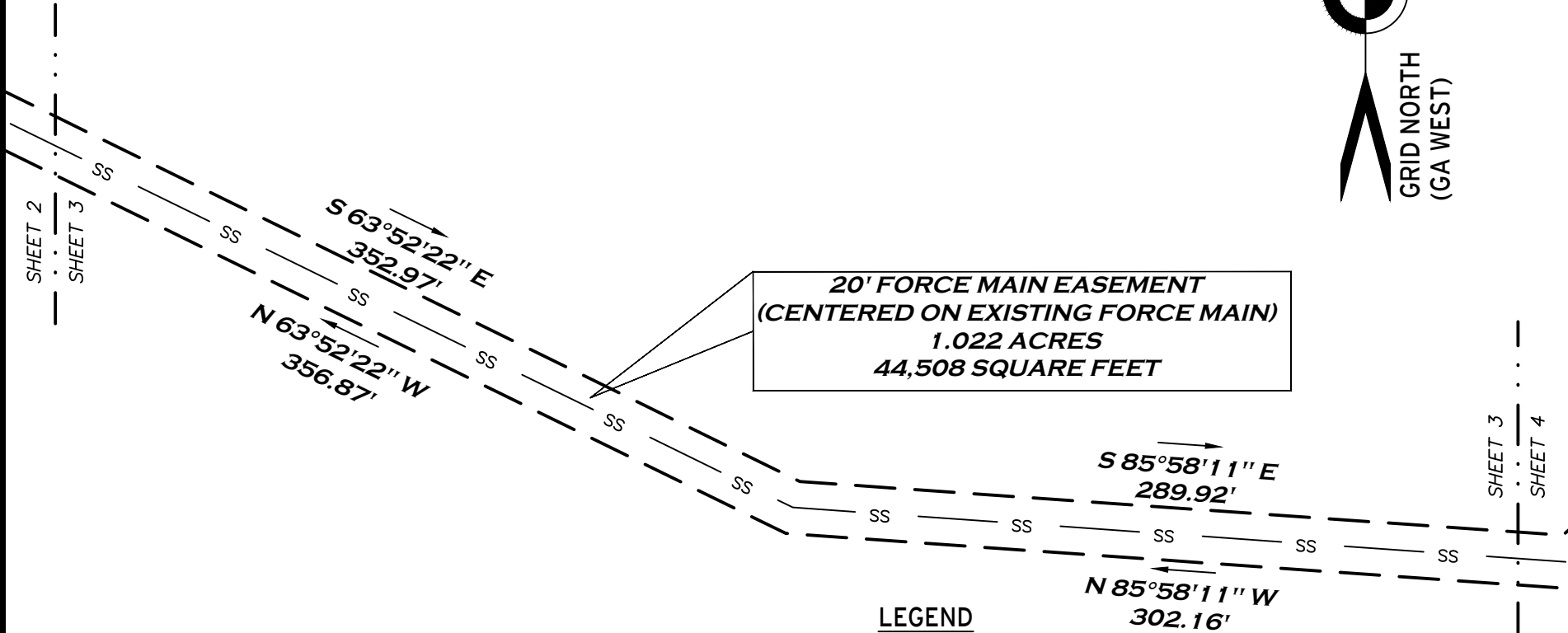
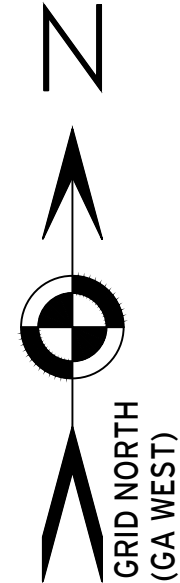


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FORCE MAIN EASEMENT EXHIBIT
LAND LOTS 706, 707, & 708 OF THE
4TH DISTRICT, 3RD SECTION,
BARTOW COUNTY, GEORGIA

SHEET 3 OF 4 FEBRUARY 8, 2023

JOB #: 234182



LEGEND

—————	PROPERTY LINE
-----	EASEMENT LIMITS
-----	LAND LOT LINE
.....	MATCH LINE

SHEET 3
SHEET 4



**PROFESSIONAL
LAND SURVEYORS**

1020 CHATTANOOGA AVENUE
DALTON, GA 30720
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GEORGIA C.O.A.: LSF001380

FORCE MAIN EASEMENT EXHIBIT
LAND LOTS 706, 707, & 708 OF THE
4TH DISTRICT, 3RD SECTION,
BARTOW COUNTY, GEORGIA

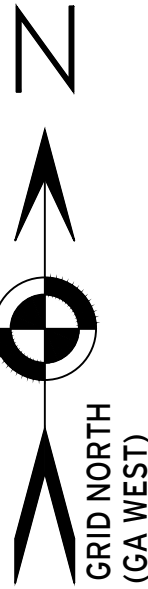
SHEET 4 OF 4 FEBRUARY 8, 2023

JOB #: 234182



N: 1507633.45
E: 2095169.86

PETTIT CREEK
CENTERLINE IS PROPERTY LINE



LAND LOT 707

LAND LOT 706

SHEET 3
SHEET 4

N 48°45'49" E
237.23'

S 48°45'49" W
244.91'

N 52°34'16" E
282.85'

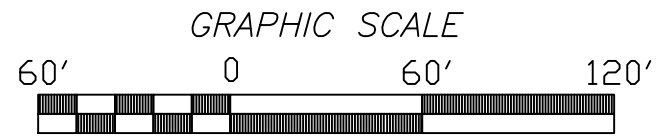
S 52°34'16" W
276.86'

LINE	BEARING	DISTANCE
L2	N 82°23'05" E	64.09'
L3	S 07°36'55" E	20.00'
L4	S 82°23'05" W	58.76'

**20' FORCE MAIN EASEMENT
(CENTERED ON EXISTING FORCE MAIN)
1.022 ACRES
44,508 SQUARE FEET**

LEGEND

- PROPERTY LINE
- EASEMENT LIMITS
- LAND LOT LINE
- MATCH LINE



1 Inch = 60 Feet