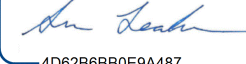




AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on July 7, 2025, for the July 21, 2025, Regular City Council Meeting

DocuSigned by:

 4D62B6BB0E9A487

AGENDA ITEM: Approval of an Easement Agreement for Ingress and Egress between the City of Milton and Thomas G. Statham, Thomas B. Statham, and Ben G. Statham at 12615 Broadwell Road

SUMMARY: In 2005, while Fulton County owned the Crabapple Community Center, now known as Broadwell Pavilion, the County initiated a condemnation action against the Statham property (Fulton County Superior Court File No. 2005CV110507). This case concluded with the filing of a Consent Final Order and Judgment on July 5, 2007.

During the course of this action, the City of Milton was incorporated and became a necessary party to the negotiation and resolution of the condemnation. As part of the Consent Order, the Statham property was granted a license for parking in an area approximately 17 by 57 feet on the Crabapple Community House property and adjacent to the Statham's Broadwell Building. This license was granted for a period of no less than 25 years ending July 5, 2032. Access to this parking area from a public road was not formalized through the settlement agreement.

To support the intent and function of the agreement, it is in the best interest of both the City and the property owner to now formalize ingress and egress access to the parking area from Broadwell Road. The term of the proposed ingress and egress easement will match the 25-year term of the original parking license expiring on July 5, 2032.

FUNDING AND FINANCIAL IMPACT:

There is no financial impact to the City.

ALTERNATIVES:

If this agreement is not approved access will not be defined.

PROCUREMENT SUMMARY (if applicable)

REVIEW & APPROVALS:


Financial Review: Bernadette Harvill, Deputy City Manager –

Legal Review: Jeff Strickland, Jarrard & Davis, LLP – July 1, 2025

Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

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 9E6DD808EBB74CF...

ATTACHMENT(S):

Easement Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



After Recording, Return To:
Jeff M. Strickland
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Re: Tax Parcel ID No. 22 416111340263

**STATE OF GEORGIA
COUNTY OF FULTON**

EASEMENT AGREEMENT FOR INGRESS AND EGRESS

THIS EASEMENT AGREEMENT FOR INGRESS AND EGRESS (hereinafter referred to as this “Agreement”) is made this _____ day of _____, 2025, by and between the **CITY OF MILTON, GEORGIA** (hereinafter referred to as the “Grantor”), and **THOMAS G. STATHAM, THOMAS B. STATHAM and BEN G. STATHAM** (hereinafter collectively referred to as the “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property in Fulton County, Georgia, described as “N/F City of Milton” on that certain “Proposed Ingress Egress Easement from the City of Milton” exhibit, a copy of which is attached hereto marked **Exhibit “B”** and incorporated herein by reference (hereinafter referred to as the “Grantor Property”); and

WHEREAS, the Grantor Property is currently assigned Fulton County tax parcel number (“TPN”) 22 416111340263; and

WHEREAS, Grantee owns certain property (the “Grantee Property”) abutting the Grantor Property and shown as “N/F Pearl G. Statham” on **Exhibit “B”**; and

WHEREAS, the Grantee Property is currently assigned TPN 22 416111340255; and

WHEREAS, the Grantor Property was previously owned by Fulton County, Georgia; and

WHEREAS, in 2005, when Fulton County owned the Grantor Property, Fulton County, as Condemnor, initiated a condemnation action against the Grantee Property (Fulton County Superior Court File No. 2005 CV 110507) which concluded upon the filing of a “Consent Final Order and Judgment” filed on July 5, 2007 (the “Consent Order”); and

WHEREAS, between the time the condemnation action was initiated in 2005 and the filing of the Consent Order, the City of Milton was incorporated and became a necessary party to the negotiation of the resolution of the condemnation action; and

WHEREAS, pursuant to the Consent Order, in addition to other terms, Milton granted to Condemnees (i.e., Grantees’ predecessors-in-interest) a “license for parking in an area approximately 17 by 57 feet that is adjacent to Condemnees’ Building on the Crabapple Community House property (i.e., the Grantor Property) for a period of no less than 25 years”; and

WHEREAS, the parking area license granted from the City to Grantee’s predecessors-in-interest will expire no sooner than July 5, 2032; and

WHEREAS, Grantee desires to formalize its access rights over the Grantor Property for ingress and egress between Broadwell Road (60’ R/W) and the above-referenced licensed parking area; and

WHEREAS, Grantor has agreed, upon the terms and conditions hereinafter set forth, to grant said easement, constituting 2,157.92 square feet (0.0495 acres), more or less, to Grantee over and upon a specified portion of the Grantor Property as such easement area is more particularly described at **Exhibit “A”** and as depicted on **Exhibit “B”** (hereinafter referred to as the “Easement Property”); and

WHEREAS, the easement is hereby intended to provide Grantee, its successors and assigns, access to the licensed parking area over the Easement Property from Broadwell Road.

FOR AND IN CONSIDERATION OF the above premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions provided herein, Grantor does hereby grant to Grantee a non-exclusive easement of access, ingress, egress, passage and use over the Easement Property subject to the conditions enumerated herein.

2. **Conditions and Obligations with Respect to the Easement.** The easement granted herein and Grantee’s use thereof are subject to the following terms and conditions:

(a) Grantee covenants and agrees to abide by all applicable City of Milton Ordinances.

(i) In performing any repair and/or maintenance activities permitted hereunder, each party shall minimize any damage to the Easement Property, and, after completing such work, shall remove all debris resulting from such work from the Easement Property and shall immediately restore the Easement Property to its condition prior to the commencement of the work.

(ii) All repair and maintenance activities conducted on the Easement Property shall be done by the applicable party in a good and workmanlike manner. Such party shall obtain all necessary permits, if any, required for said work, and any such work shall be at such party’s sole cost and expense, and shall comply with all applicable statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers.

(iii) Grantee shall not permit any liens to attach to or about the Easement Property by reason of the performance of any work or the purchase of any material by any party in connection with such repair or maintenance work. In the event any such liens do attach, Grantee shall bond against or shall pay and discharge the same within ten (10) days after notification of the filing of such lien.

(b) Grantor reserves the right to use the Easement Property for any and all other purposes not inconsistent with and in a manner which shall not interfere with or obstruct the use, maintenance and repair of the Easement Property.

(c) Grantor shall have the right to modify the location of the easement, provided that such modified easement shall still provide Grantee with comparable and viable access from the licensed parking area to Broadwell Road and upon the provision to Grantee of at least sixty (60) days' prior written notice of Grantor's intent to modify such easement, which modification shall be completed at the sole cost and expense of Grantor.

3. Easement for Benefit of the Grantee. The easement created herein is solely for the benefit of the Grantee, and its successors and assigns, subject to and in accordance with the terms and conditions hereof, and no third-party beneficiary rights are created or inferred.

4. Successors and Assigns. The easement contained herein shall run with and be appurtenant to the Grantee Property and shall run with title to the Grantee Property and burden the Grantor Property and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors, assigns and successors-in-title of Grantor and Grantee for so long as the licensed parking area remains valid (i.e., **July 5, 2032**), whereupon this granted easement right shall expire. All obligations of Grantor and Grantee hereunder shall be binding upon their respective successors-in-title and assigns.

5. Breach and Remedies. This Agreement shall create a privity of contract and/or estate with and between Grantor and Grantee. In the event of a breach or default, or attempted or threatened breach or default by any party hereto of any of the terms, covenants and conditions hereof, which shall not have been cured within thirty (30) days following receipt by the other party of written notice from the complaining party, the complaining party shall be entitled to: (a) full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequence of such breach or default; and (b) the right to cure any breach or default hereunder. All costs and expenses of any such suit or proceeding and all costs of curing such breach or default shall be assessed against the offending, breaching party.

6. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of: (i) when delivered in person; (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below; or (iii) when deposited with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below.

Grantee:

Mr. Tommy Statham
P.O. Box 880
Sharpsburg, Georgia 30277

Email: tbs@stathamgroup.com

Grantor:

With a copy to:

City of Milton, Georgia
Attn: City Manager
2006 Heritage Walk
Milton, Georgia 30004

Jarrard & Davis, LLP
Attn: City Attorney
222 Webb Street
Cumming, Georgia 30040

Rejection or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed address.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

8. Severability. The validity of any one of the covenants, agreements, conditions or provisions of this Agreement or any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part thereof and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Witness

CITY OF MILTON, GEORGIA

Notary Public
My commission expires:

By: _____
Peyton Jamison, Mayor

[AFFIX NOTARY SEAL]

Attest: _____
Tammy Lowit, City Clerk

[AFFIX CITY SEAL]

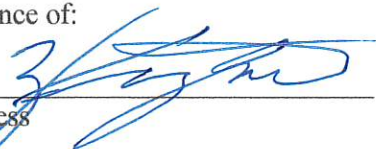
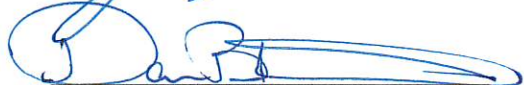
(signatures continue on following page)

(signatures continued from previous page)

Acknowledged and Accepted:

Signed, sealed and delivered in the presence of:

Witness

Notary Public


My commission expires:

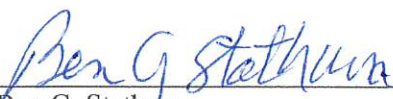
[AFFIX NOTARY SEAL]

Darell Blandshaw
NOTARY PUBLIC
Fayette County, GEORGIA
My Commission Expires 09/14/2027

GRANTEE:

 (seal)
Thomas G. Statham

 (seal)
Thomas B. Statham

 (seal)
Ben G. Statham

[Exhibits A and B follow]

EXHIBIT A

ACCESS EASEMENT AREA LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1134, 2nd District, 2nd Section, City of Milton, Fulton County, Georgia, and being more particularly described as follows:

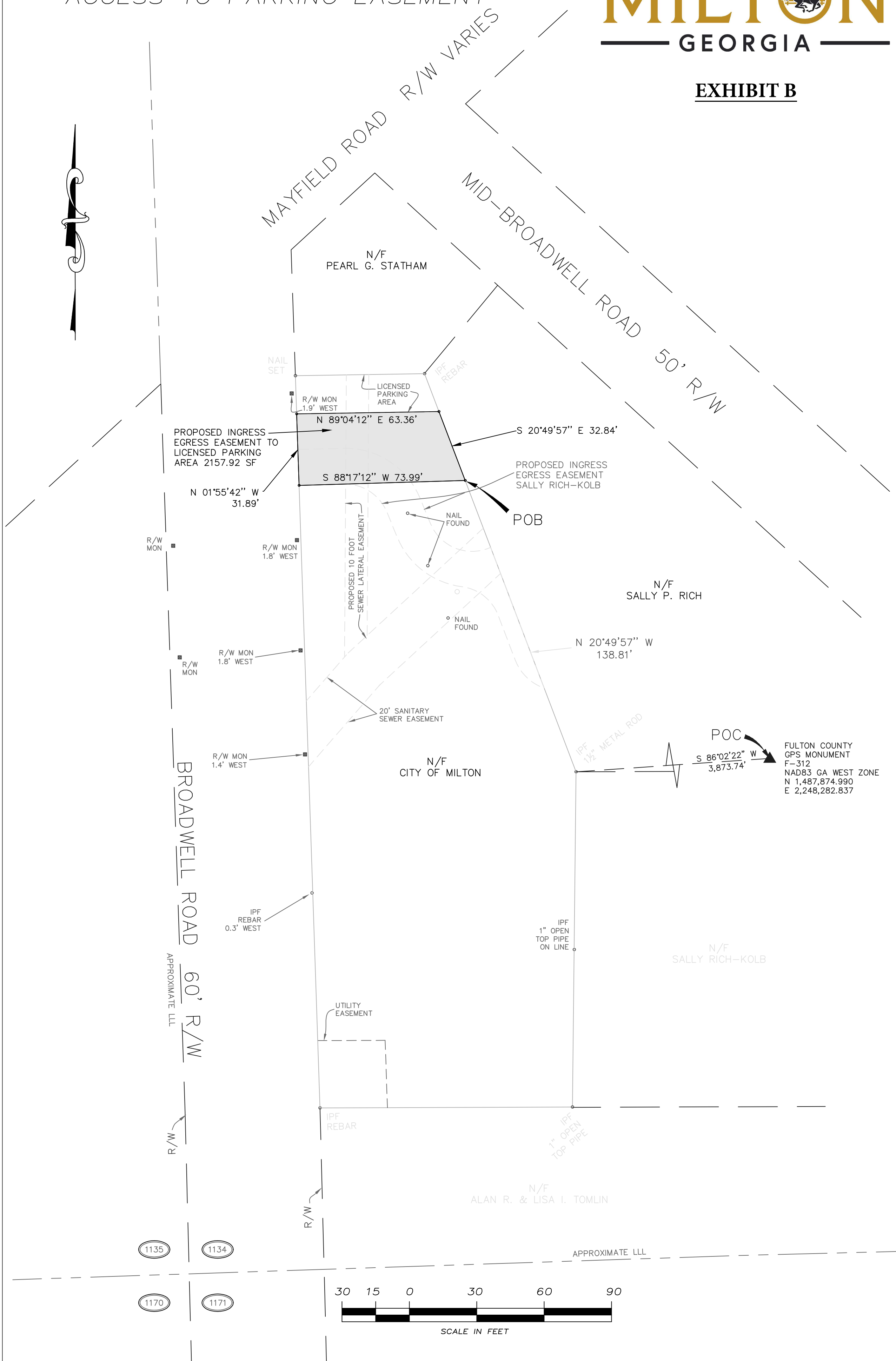
TO FIND THE TRUE POINT OF BEGINNING, commence at Fulton County GPS Monument F-312; thence, leaving said GPS Monument and running South 86 degrees 02 minutes 22 seconds West, a distance of 3,873.74 feet to an iron pin found; thence, North 20 degrees 49 minutes 57 seconds West, a distance of 138.81 feet to a point, and THE TRUE POINT OF BEGINNING.

Thence, South 88 degrees 17 minutes 12 seconds West a distance of 73.99 feet to a point; thence North 01 degrees 55 minutes 42 seconds West a distance of 31.89 feet to a point; thence North 89 degrees 04 minutes 12 seconds East a distance of 63.36 feet to a point; thence South 20 degrees 49 minutes 57 seconds East, a distance of 32.84 feet to a point, and THE TRUE POINT OF BEGINNING.

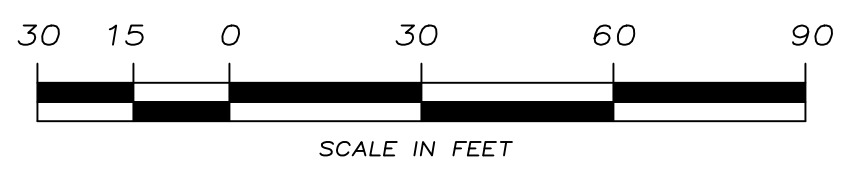
Said tract of land comprising 2,157.92 square feet, or 0.0495 acres, more or less, and being more particularly depicted on a Proposed Ingress/Egress Easement from the City of Milton, Georgia, Exhibit by the City of Milton.

PROPOSED INGRESS EGRESS EASEMENT
FROM CITY OF MILTON FOR STATHAM
ACCESS TO PARKING EASEMENT

EXHIBIT B



1135 1134
1170 1171



POC
S 86°02'22" W
3,873.74'
FULTON COUNTY
GPS MONUMENT
F-312
NAD83 GA WEST ZONE
N 1,487,874.990
E 2,248,282.837