



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • FEBRUARY 23, 2015

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth E Smith Sr
Alex Blount
Jim McClain
Charles Grayson Day Jr

Mayor
Mayor Pro Tem
City Councilman
City Councilman

IV. CONSENT DOCKET

- A.** Approve the Council Minutes of the last regular Council Meeting
- B.** Approve the Agenda as Presented
- C.** Approve the Payments of Accounts Payable as Due and Funds Available

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

- 1. APPROVAL OF: Kingsland Police Department Compensation Plan - Employees Under FLSA Section 207(K) -

VII. PLANNING AND ZONING

- 1. Approval Of: Permanent Utility Easements - City Clerk Linda Oshaughnessy

VIII. NEW BUSINESS

- 1. Discussion - Utility Account Deposits - Mayor Pro Tem Alex Blount

2. Discussion on Epic Project and City of Kingsland's Involvement - City Councilman Charles Grayson Day Jr
3. Discussion On: Beautification of Highway 17 Corridor North to City Limits - City Councilman Jim McClain

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

**STATE OF GEORGIA
COUNTY OF CAMDEN**

EASEMENT

THIS EASEMENT is by and between BRAZELL PROPERTIES LLC, duly authorized to do business within the State of Georgia, whose address is 786 Deerhaven Court, Huger South Carolina 29450 "GRANTOR"), and the **CITY OF KINGSLAND, GEORGIA**, a political subdivision of the State of Georgia, whose mailing address is P.O. Box 250, Kingsland, Georgia 31548 ("CITY").

WITNESSETH:

THAT GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and in lieu of the exercise of the power of eminent domain by the CITY, GRANTOR hereby grants, sells, and conveys to the CITY, its successors and assigns forever, the following:

1. **PERMANENT UTILITY EASEMENT:** a perpetual, non-exclusive easement THIRTY (30) FEET in width, as more particularly described as Tract 2 on EXHIBIT A, attached hereto and incorporated herein by reference, and herein referred to as the Easement Premises, within which Easement Premises the CITY shall have the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove, as and when necessary or appropriate, one or more sub-surface pipeline(s) or piped systems, including the necessary and appurtenant surface level facilities in conjunction with such systems, all of which inure to the non-exclusive use and benefit of the adjoining lands of GRANTOR, its successors and assigns, burdened by this Easement, and as appurtenance to such lands.
2. **RESERVATION:** GRANTOR reserved to itself, its successors and assigns, and as an appurtenance to lands adjoining the Easement and not as a personal covenant, all surface use and other subsurface use or uses of the Easement Premises as are not, or might not be in conflict with this grant, warranting only that the Easement Premises shall not be granted to any other entity, public or

private, for a use and/or purpose duplicative of the sewer utility services hereby granted to the CITY.

3. **ACCESS:** As an appurtenance to the Easement Premises, GRANTOR further grants to the CITY the right to access the Easement Premises from the nearest public or private roadway to the extent such access may be required across intervening lands of GRANTOR.

THIS EASEMENT IS FURTHER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- A. The consideration hereinabove recited shall constitute payment in full for any damages to the land of GRANTOR, its successors and assigns, occurring or claimed by reason of the existence of the facilities and for the lawful use of the land for the purposes herein specified. The CITY covenants to maintain the Easement and the facilities located on, under, and within the Easement, in good repair so that no unreasonable damage will result from its use to the adjoining lands of GRANTOR, its successors and assigns.
- B. If the adjoining lands of GRANTOR are hereinafter divided into parts by sale or lease, the parts shall each, and severally, enjoy the benefits and suffer the burdens of this Easement.
- C. This Easement is further subject to:
 - (1) Any state of facts as would be disclosed by a survey of the premises;
 - (2) Easements, rights of way, covenants, and restrictions of record;
 - (3) The existing zoning classification of the premises, if any;
 - (4) Any outstanding oil, gas, mineral, or other subsurface estate, or timber estate, as may appear of record.
- D. This Easement is by and in the nature of a quitclaim, with GRANTOR warranting to CITY only the corporate authority of its execution hereof, and granting to CITY only so much rights by and under this Easement as in consistent with its record title in and to the lands encumbered by this Easement.

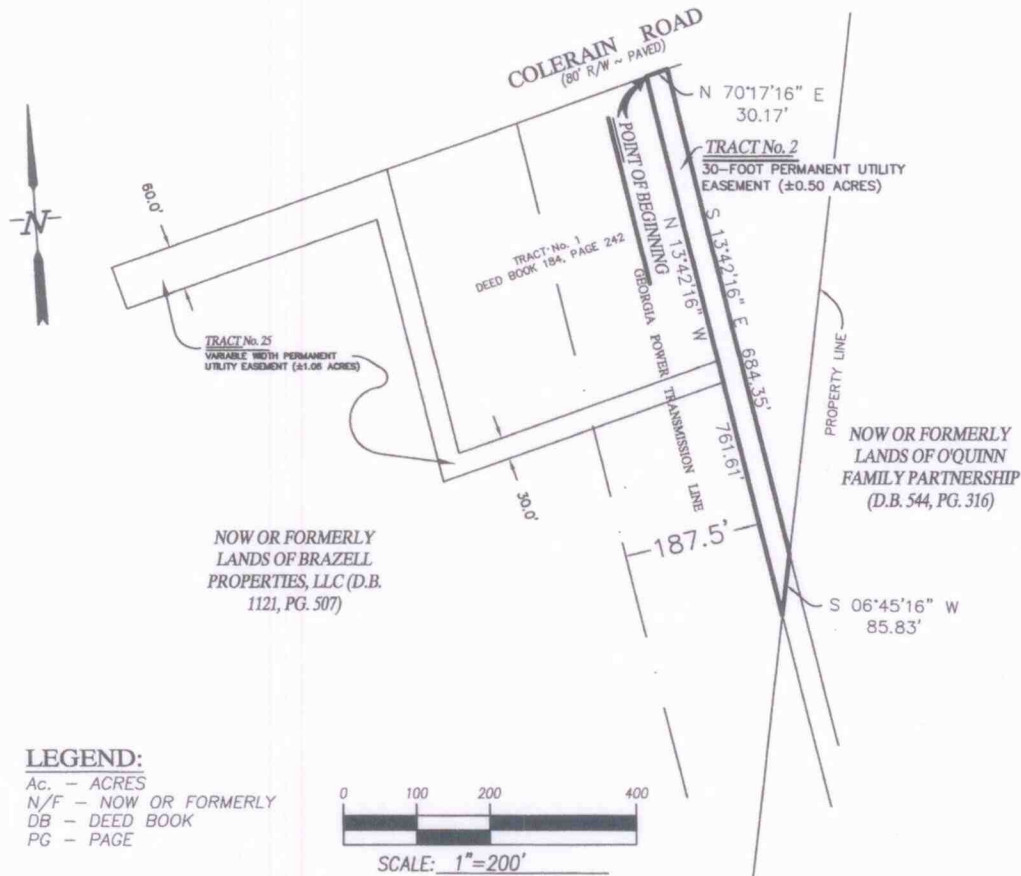
[Signature Page Follow]

MAP TO SHOW SKETCH OF
A PERMANENT UTILITY EASEMENT TRACT No. 2, LYING AND BEING IN THE
CITY OF KINGSLAND, 1606th DISTRICT, G.M., CAMDEN COUNTY, GEORGIA.
 (BEING A PORTION OF LANDS DESCRIBED IN DEED BOOK 544, PAGE 316, PUBLIC RECORDS OF SAID COUNTY)
FOR: BRAZELL PROPERTIES, LLC, GEORGIA POWER
COMPANY AND THE CITY OF KINGSLAND

NOTES:

SEE PAGE TWO FOR LEGAL DESCRIPTION

- 1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF N58°16'29"W FOR THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GEORGIA STATE HIGHWAY No. 40, ACCORDING TO SURVEY BY THIS FIRM DATED: APRIL 2, 1998, DWG. No. B-2-1023-4-98.
- 2.) THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF ANY FORMAL TITLE WORK.
- 3.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON WHICH MAY BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.
- 4.) NO ATTEMPT HAS BEEN MADE TO DETERMINE WETLAND AREAS OR OTHER ENVIRONMENTAL ISSUES, IF ANY, THAT MAY AFFECT THE SUBJECT PROPERTY.



CERTIFICATION: THIS SKETCH WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

CERTIFICATION: THIS IS TO CERTIFY TO THE CLERK OF SUPERIOR COURT OF CAMDEN COUNTY, GEORGIA, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PROVISIONS, RELATIVE TO THE ACT CREATED BY GEORGIA CODE SECTION 15-6-67(d) AMENDED (No. 1366-SENATE BILL No. 735), HAVE BEEN MET AND APPROVAL OF THIS PLAT BY THE APPROPRIATE LOCAL GOVERNING AUTHORITY IS NOT NECESSARY FOR RECORDING PURPOSES.

APPROVED BY GEORGIA

PARK D. PRIVETT, JR.
 GA. REGISTERED SURVEYOR No. 2218

DATE: 12-16-14

DRAWN BY:
S.W.H.CHECKED BY:
P.D.P.

PRIVETT & ASSOCIATES, INC.
 SURVEYORS & LAND PLANNERS

LICENSED SURVEY FIRM No. 166, GA.
 1201 SHADOWLAWN DRIVE
 ST. MARYS, GEORGIA 31558
 (912) 882-3738

LICENSED BUSINESS No. 4204, FL.
 2732 TOWNSEND BOULEVARD
 JACKSONVILLE, FLORIDA, 32211
 (904) 743-7658

PAGE 1 OF 2

PARK D. PRIVETT, JR.
 FL. REGISTERED SURVEYOR No. 2841
 GA. REGISTERED SURVEYOR No. 2218

K:\2013\13-196 North Force Main City of Kingsland\dwg\COLERAIN FM-TRANSMIT TRACT 3.dwg

Attachment: Brazell Easements (1271 : Approval Of: Permanent Utility Easements)

MAP TO SHOW SKETCH OF
A PERMANENT UTILITY EASEMENT TRACT No. 2, LYING AND BEING IN THE
CITY OF KINGSLAND, 1606th DISTRICT, G.M., CAMDEN COUNTY, GEORGIA.
 (BEING A PORTION OF LANDS DESCRIBED IN DEED BOOK 544, PAGE 316, PUBLIC RECORDS OF SAID COUNTY)
FOR: BRAZELL PROPERTIES, LLC, GEORGIA POWER
COMPANY AND THE CITY OF KINGSLAND

SEE PAGE ONE FOR SKETCH

LEGAL DESCRIPTION TRACT No.2:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PERMANENT UTILITY EASEMENT LYING AND BEING IN THE CITY OF KINGSLAND, 1606TH G.M.D., CAMDEN COUNTY, GEORGIA AND BEING A PORTION OF LANDS NOW OR FORMERLY OF BRAZELL PROPERTIES, LLC (ACCORDING TO DEED RECORDED IN DEED BOOK 1121, PAGE 507, PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A POINT WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF COLERAIN ROAD (AN 80-FOOT RIGHT-OF-WAY) INTERSECTS THE EASTERLY LINE OF AN EXISTING GEORGIA POWER TRANSMISSION LINE AND RUN NORTH 70°17'16" EAST, ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.17 FEET TO A POINT; RUN THENCE SOUTH 13°42'16" EAST, A DISTANCE OF 684.35 FEET TO A POINT ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF O'QUINN FAMILY PARTNERSHIP (ACCORDING TO DEED RECORDED IN DEED BOOK 544, PAGE 316, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 06°45'16" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 85.83 FEET TO A POINT LYING ON AFOREMENTIONED EASTERLY LINE OF AN EXISTING GEORGIA POWER TRANSMISSION LINE; RUN THENCE NORTH 13°42'16" WEST, ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 761.61 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.50 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS WHICH MAY LIE WITHIN.

K:\2013\13-196 North Force Main City of Kingstand\dwg\COLERAIN FM--TRANSEMT TRACT 3.dwg

SKETCH DATE: DECEMBER 15, 2014

DRAWN BY: S.W.H.	CHECKED BY: P.D.P.
	
PRIVETT & ASSOCIATES, INC. SURVEYORS & LAND PLANNERS	
LICENSED SURVEY FIRM No. 166, GA. 1201 SHADOWLAWN DRIVE ST. MARYS, GEORGIA 31558 (912) 882-3738	LICENSED BUSINESS No. 4204, FL. 2732 TOWNSEND BOULEVARD JACKSONVILLE, FLORIDA, 32211 (904) 743-7658
PAGE 2 OF 2	PARK D. PRIVETT, JR. FL. REGISTERED SURVEYOR No. 2841 GA. REGISTERED SURVEYOR No. 2218

Attachment: Brazell Easements (1271 : Approval Of: Permanent Utility Easements)

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed in its name by its proper and duly authorized officers this 24 day of JANUARY, 2015.

Witnesses:

Timothy I. McConner (sign)

Timothy I. McConner (print)

By:

Eunice Kay Price Moore
Brazell Properties, LLC

Print Name

Eunice Kay Price Moore

Timothy I. McConner (sign)

Timothy I. McConner (print)

Attest:

JOYE M. JOHNSON, CPA

Print Name

JOYE M. JOHNSON, CPA

STATE OF GEORGIA
COUNTY OF CAMDEN

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of JANUARY, 2015, by Brazell Properties, LLC, whom has personally come before me today.

CATHERINE M. BLEASE (sign)

CATHERINE M. BLEASE (print)

Notary Public, State of South Carolina

My Commission Expires: 2/28/18

CATHERINE M. BLEASE
Notary Public
State of South Carolina
Commission Expires Feb. 28, 2018

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1. **PERMANENT UTILITY EASEMENT:** a perpetual, non-exclusive easement with variable width, 1.06 ACRES, as more particularly described as Tract 25 on EXHIBIT A, attached hereto and incorporated herein by reference, and herein referred to as the Easement Premises, within which Easement Premises the CITY shall have the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove, as and when necessary or appropriate, one or more sub-surface pipeline(s) or piped systems, including the necessary and appurtenant surface level facilities in conjunction with such systems, all of which inure to the non-exclusive use and benefit of the adjoining lands of GRANTOR, its successors and assigns, burdened by this Easement, and as appurtenance to such lands.
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[Signature Page Follow]