



Rockdale County Board of Commissioners

Priority:
NEXT BOC MTG

Agenda Item Summary: Item

MEETING DATE:

Requesting Department
Planning & Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Right-of-Entry for Stormwater Utility Project at 2670, 2679, & 2699 Lake Capri Drive NW

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Approval of right-of-entry form

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*

Yes No

Summary & Background

(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The Department recommends approval of the attached Right-of-Entry forms to allow the Stormwater Utility to armor the slopes near the spillway between Lake Capri and Lake Sorrento, as previous County work at this location did not fully address the erosion problem. The project will require access and work within the following private properties:

- 2670 Lake Capri Drive NW (Lake Capri Estates Investment Association)
- 2679 Lake Capri Drive NW (Beverly C. Foster)
- 2699 Lake Capri Drive NW (Chong Wei Lee & Etals)

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Work will be done by the Stormwater Utility Field Crew for an estimated cost of \$12,000.

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Please see the attached documents.

Source of Additional Information

(Type Name, Title, Department and Phone)

Todd A. Cosby, PE General Engineering Manager x 7120

Department Head/Director's Approval

Typed Name and Title
Marshall W. Walker Director

Phone
x 7135

Signature
Marshall W. Walker

Date
8/9/16

Chief of Staff
Approval

STATE OF GEORGIA)
)
COUNTY OF ROCKDALE)

**RIGHT OF ENTRY, TO ACCESS AND
WORK WITHIN PRIVATE PROPERTY**

This grant of Right of Entry, made this 10th day of JUNE, 2016, by and between Lake Capri Estates Invest Associates, as party of the first part (hereinafter called "Grantor") and ROCKDALE COUNTY, as party of the second part (hereinafter called "Grantee" or "the County"). (The terms "Grantor" and "Grantee" shall include the parties' heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor for and in consideration of the recitals herein contained including the special conditions specified herein, if any, and the sum of One (\$1.00) Dollar and other valuable considerations, cash in hand paid, at and before the sealing and delivery of these presents, 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, its successors and assigns, the right to enter upon Grantor's real property, for the purposes and uses herein set out, over, through, across and under the property described as:

ALL THAT TRACT or parcel of land lying and being in Land Lot(s) 232 of the 16 Land District of Rockdale County, Georgia, consisting of a Right of Entry, given for the purpose of entering upon and working on said real property of Grantor, in order to undertake such activities as the County may deem necessary or advisable to properly maintain the County's Stormwater System, identified as a Rockdale County Stormwater Utility Project, known as Project No. SWC-2016-04, all as more fully described in Exhibit "A", attached hereto and incorporated herein by reference thereto.

This Right of Entry is temporary in nature, expiring one (1) year following the date of execution hereof; provided however that Grantee herein shall have the right to extend same for an additional six (6) month period by providing Grantor with written notice of same, notice given no later than thirty (30) days prior to expiration of the initial one year term.

This Right of Entry is given for the purpose of investigating, surveying, testing, constructing, maintaining, or performing any other service necessary to ensure the proper functionality of the system which collects, conveys, stores, cleans, or discharges stormwater runoff, and the Grantee shall have the right to travel across the within described lands to access same, with all the rights, members and appurtenances to said Right of Entry in any way appertaining to or belonging. It is understood and agreed that this Right of Entry does not constitute an acceptance for permanent maintenance by the County.

It is agreed by the Grantee that it will maintain the Right of Entry in a workmanlike manner and upon the conclusion of same, will remove from the property all severed bushes, underbrush, branches and trees along with other debris including excess dirt that might have accumulated by reason of the entry and will restore the terrain to its original condition insofar as reasonably possible.

Grantor hereby covenants to Grantee that Grantor is the true and lawful owner of the described realty, and is lawfully seized of the same in fee simple. Grantor shall not assess the County any charge for rental, or other compensation, related to the premises during the pendency of the Right of Entry.

TO HAVE AND TO HOLD the said described Right of Entry unto the said Grantee, its successors and assigns, so that neither the Grantor, its successors or assigns, or any person claiming under the Grantor, shall at any time, have, claim, or demand any right, title or interest to the aforesaid Right of Entry and its appurtenances.

IN WITNESS WHEREOF, the Grantor has duly executed this easement under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

2670 NW Lake Capri Drive
Convers, GA 30012

Adam White
Witness



By: Missy Farrell
Missy Farrell
President of HOA

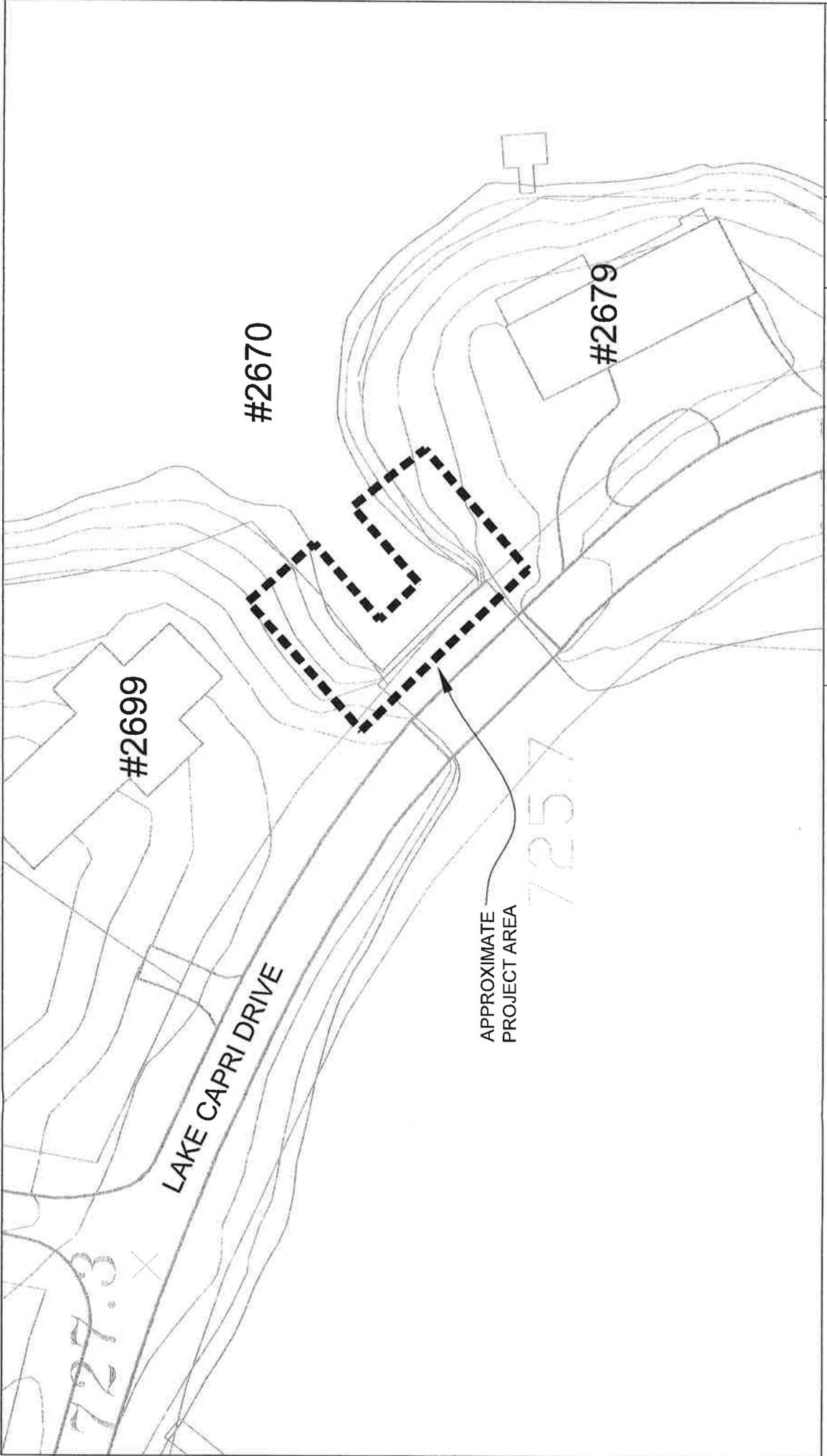
Doris D. Gervasi
Notary Public

By: _____
_____, OWNER

NOTE TO PROPERTY OWNER: THIS RIGHT OF ENTRY DOES NOT OBLIGATE THE COUNTY TO PERFORM WORK WITHIN PRIVATE PROPERTY, NOR DOES IT MANDATE IMPROVEMENTS TO BE MADE OUTSIDE THE SCOPE OF THE APPROVED PROJECT. BE AWARE THAT THE COUNTY WILL REMOVE BRUSH, SHRUBBERY, TREES, AND OTHER OBSTRUCTIONS AS NECESSARY, AND WILL NOT REESTABLISH THOSE FEATURES WHICH ARE DETRIMENTAL TO THE DRAINAGE OF STORMWATER OR WHICH PREVENT ACCESS TO THE DRAINAGE STRUCTURE(S). ALL OTHER DISTURBED AREAS WILL BE RESTORED TO A SIMILAR CONDITION BEFORE THE PROJECT IS COMPLETED.

Approved and accepted by the Board of Commissioners this _____ day of _____, 20__.

Richard A. Oden, Chairman & CEO



STATE OF GEORGIA)
)
COUNTY OF ROCKDALE)

RIGHT OF ENTRY, TO ACCESS AND
WORK WITHIN PRIVATE PROPERTY

This grant of Right of Entry, made this 10th day of June, 2016, by and between Beverly C Foster, as party of the first part (hereinafter called "Grantor") and ROCKDALE COUNTY, as party of the second part (hereinafter called "Grantee" or "the County"). (The terms "Grantor" and "Grantee" shall include the parties' heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor for and in consideration of the recitals herein contained including the special conditions specified herein, if any, and the sum of One (\$1.00) Dollar and other valuable considerations, cash in hand paid, at and before the sealing and delivery of these presents, 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, its successors and assigns, the right to enter upon Grantor's real property, for the purposes and uses herein set out, over, through, across and under the property described as:

ALL THAT TRACT or parcel of land lying and being in Land Lot(s) 232 of the 16 Land District of Rockdale County, Georgia, consisting of a Right of Entry, given for the purpose of entering upon and working on said real property of Grantor, in order to undertake such activities as the County may deem necessary or advisable to properly maintain the County's Stormwater System, identified as a Rockdale County Stormwater Utility Project, known as Project No. SWC-2016-04, all as more fully described in Exhibit "A", attached hereto and incorporated herein by reference thereto.

This Right of Entry is temporary in nature, expiring one (1) year following the date of execution hereof; provided however that Grantee herein shall have the right to extend same for an additional six (6) month period by providing Grantor with written notice of same, notice given no later than thirty (30) days prior to expiration of the initial one year term.

This Right of Entry is given for the purpose of investigating, surveying, testing, constructing, maintaining, or performing any other service necessary to ensure the proper functionality of the system which collects, conveys, stores, cleans, or discharges stormwater runoff, and the Grantee shall have the right to travel across the within described lands to access same, with all the rights, members and appurtenances to said Right of Entry in any way appertaining to or belonging. It is understood and agreed that this Right of Entry does not constitute an acceptance for permanent maintenance by the County.

It is agreed by the Grantee that it will maintain the Right of Entry in a workmanlike manner and upon the conclusion of same, will remove from the property all severed bushes, underbrush, branches and trees along with other debris including excess dirt that might have accumulated by reason of the entry and will restore the terrain to its original condition insofar as reasonably possible.

Grantor hereby covenants to Grantee that Grantor is the true and lawful owner of the described realty, and is lawfully seized of the same in fee simple. Grantor shall not assess the County any charge for rental, or other compensation, related to the premises during the pendency of the Right of Entry.

TO HAVE AND TO HOLD the said described Right of Entry unto the said Grantee, its successors and assigns, so that neither the Grantor, its successors or assigns, or any person claiming under the Grantor, shall at any time, have, claim, or demand any right, title or interest to the aforesaid Right of Entry and its appurtenances.

6/10/16
BF

IN WITNESS WHEREOF, the Grantor has duly executed this easement under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

2679 NW Lake Capri Drive
Convers, GA 30012

Adam White
Witness



By: Beverly C Foster
Beverly C Foster, OWNER

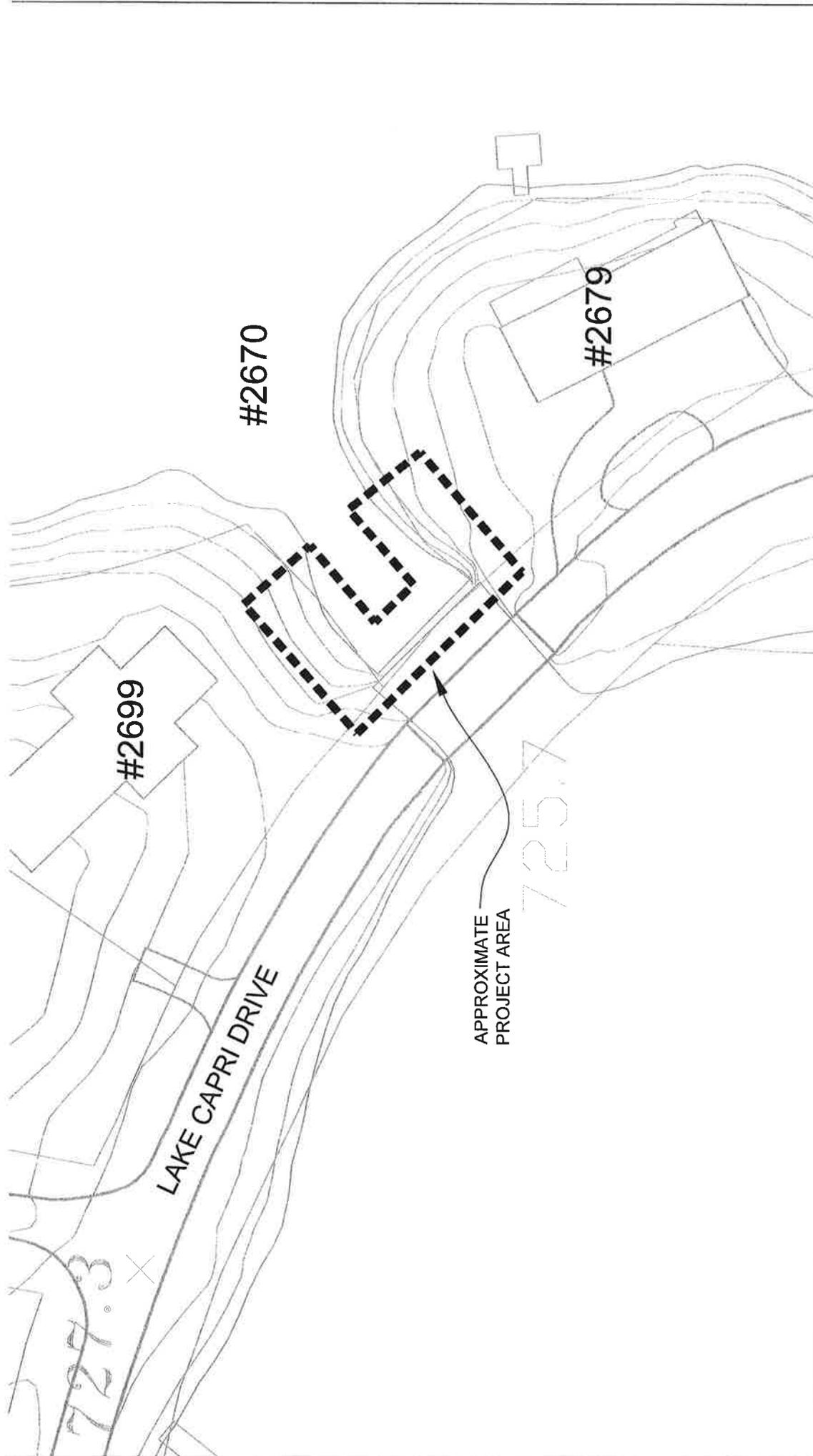
Doris D Gervasi
Notary Public

By: _____
_____, OWNER

NOTE TO PROPERTY OWNER: THIS RIGHT OF ENTRY DOES NOT OBLIGATE THE COUNTY TO PERFORM WORK WITHIN PRIVATE PROPERTY, NOR DOES IT MANDATE IMPROVEMENTS TO BE MADE OUTSIDE THE SCOPE OF THE APPROVED PROJECT. BE AWARE THAT THE COUNTY WILL REMOVE BRUSH, SHRUBBERY, TREES, AND OTHER OBSTRUCTIONS AS NECESSARY, AND WILL NOT REESTABLISH THOSE FEATURES WHICH ARE DETRIMENTAL TO THE DRAINAGE OF STORMWATER OR WHICH PREVENT ACCESS TO THE DRAINAGE STRUCTURE(S). ALL OTHER DISTURBED AREAS WILL BE RESTORED TO A SIMILAR CONDITION BEFORE THE PROJECT IS COMPLETED.

Approved and accepted by the Board of Commissioners this _____ day of _____, 20____.

Richard A. Oden, Chairman & CEO



#2699

#2670

#2679

APPROXIMATE
PROJECT AREA

725.7

LAKE CAPRI DRIVE

EXHIBIT "A"

LAKE CAPRI DRIVE DRAINAGE IMPROVEMENTS

ISSUE DATE
8-9-16

SCALE
1" = 40'

SHEET NUMBER
1 OF 1

STATE OF GEORGIA)
)
COUNTY OF ROCKDALE)

**RIGHT OF ENTRY, TO ACCESS AND
WORK WITHIN PRIVATE PROPERTY**

This grant of Right of Entry, made this 10th day of June, 2016, by and between Chong Wei Lee & Etals, as party of the first part (hereinafter called "Grantor") and **ROCKDALE COUNTY**, as party of the second part (hereinafter called "Grantee" or "the County"). (The terms "Grantor" and "Grantee" shall include the parties' heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor for and in consideration of the recitals herein contained including the special conditions specified herein, if any, and the sum of One (\$1.00) Dollar and other valuable considerations, cash in hand paid, at and before the sealing and delivery of these presents, 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, its successors and assigns, the right to enter upon Grantor's real property, for the purposes and uses herein set out, over, through, across and under the property described as:

ALL THAT TRACT or parcel of land lying and being in Land Lot(s) 231 of the 16 Land District of Rockdale County, Georgia, consisting of a Right of Entry, given for the purpose of entering upon and working on said real property of Grantor, in order to undertake such activities as the County may deem necessary or advisable to properly maintain the County's Stormwater System, identified as a Rockdale County Stormwater Utility Project, known as Project No. SWC-2016-04, all as more fully described in Exhibit "A", attached hereto and incorporated herein by reference thereto.

This Right of Entry is temporary in nature, expiring one (1) year following the date of execution hereof; provided however that Grantee herein shall have the right to extend same for an additional six (6) month period by providing Grantor with written notice of same, notice given no later than thirty (30) days prior to expiration of the initial one year term.

This Right of Entry is given for the purpose of investigating, surveying, testing, constructing, maintaining, or performing any other service necessary to ensure the proper functionality of the system which collects, conveys, stores, cleans, or discharges stormwater runoff, and the Grantee shall have the right to travel across the within described lands to access same, with all the rights, members and appurtenances to said Right of Entry in any way appertaining to or belonging. It is understood and agreed that this Right of Entry does not constitute an acceptance for permanent maintenance by the County.

It is agreed by the Grantee that it will maintain the Right of Entry in a workmanlike manner and upon the conclusion of same, will remove from the property all severed bushes, underbrush, branches and trees along with other debris including excess dirt that might have accumulated by reason of the entry and will restore the terrain to its original condition insofar as reasonably possible.

Grantor hereby covenants to Grantee that Grantor is the true and lawful owner of the described realty, and is lawfully seized of the same in fee simple. Grantor shall not assess the County any charge for rental, or other compensation, related to the premises during the pendency of the Right of Entry.

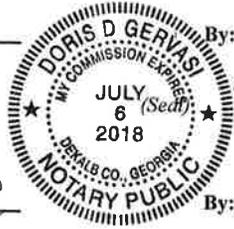
TO HAVE AND TO HOLD the said described Right of Entry unto the said Grantee, its successors and assigns, so that neither the Grantor, its successors or assigns, or any person claiming under the Grantor, shall at any time, have, claim, or demand any right, title or interest to the aforesaid Right of Entry and its appurtenances.

IN WITNESS WHEREOF, the Grantor has duly executed this easement under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

2699 NW Lake Capri Drive
Convers, GA 30012

Adrian Warr
Witness



By: [Signature]

Lichsijane Lee OWNER

[Signature]
Notary Public

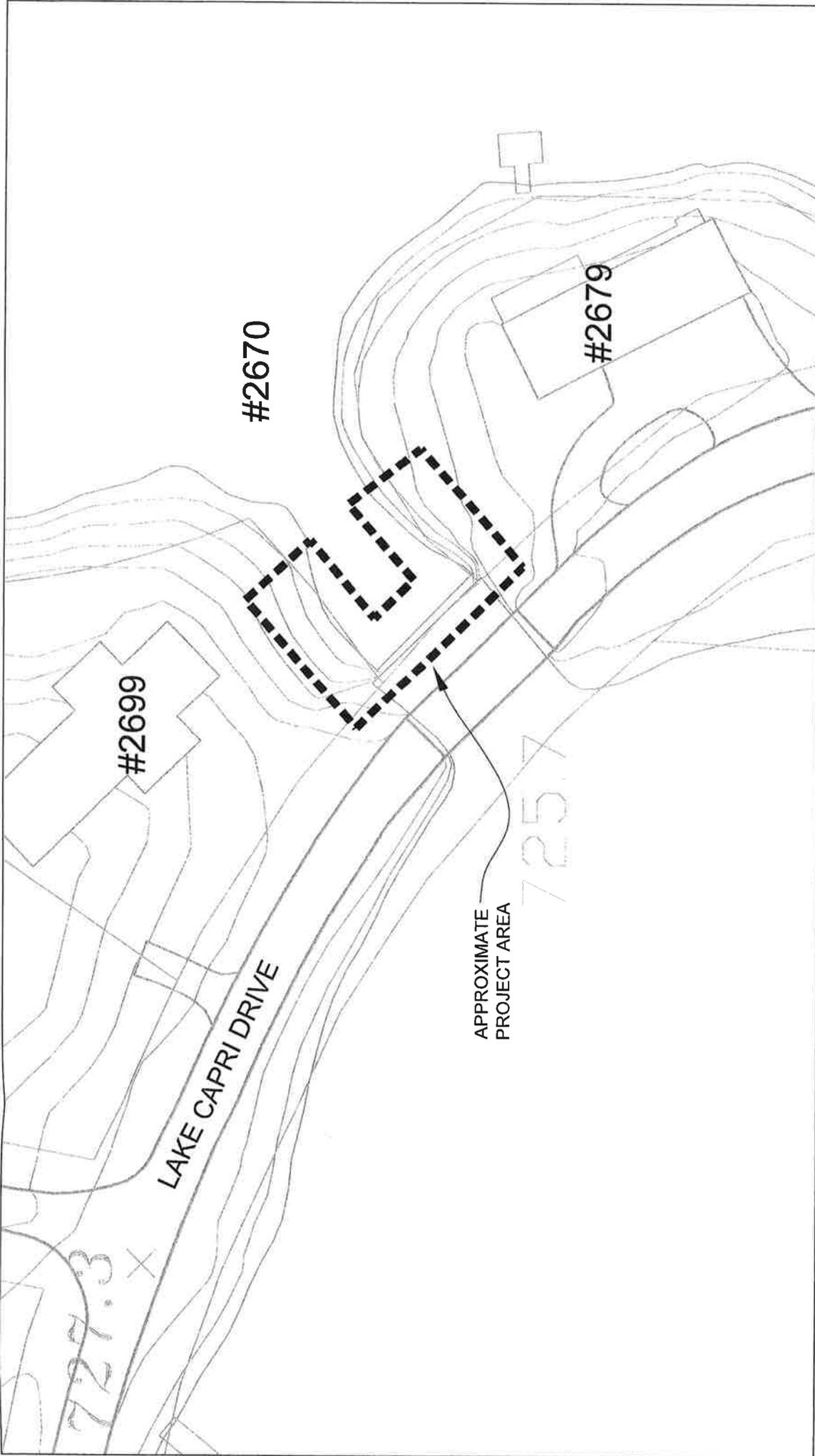
By: _____

_____, OWNER

NOTE TO PROPERTY OWNER: THIS RIGHT OF ENTRY DOES NOT OBLIGATE THE COUNTY TO PERFORM WORK WITHIN PRIVATE PROPERTY, NOR DOES IT MANDATE IMPROVEMENTS TO BE MADE OUTSIDE THE SCOPE OF THE APPROVED PROJECT. BE AWARE THAT THE COUNTY WILL REMOVE BRUSH, SHRUBBERY, TREES, AND OTHER OBSTRUCTIONS AS NECESSARY, AND WILL NOT REESTABLISH THOSE FEATURES WHICH ARE DETRIMENTAL TO THE DRAINAGE OF STORMWATER OR WHICH PREVENT ACCESS TO THE DRAINAGE STRUCTURE(S). ALL OTHER DISTURBED AREAS WILL BE RESTORED TO A SIMILAR CONDITION BEFORE THE PROJECT IS COMPLETED.

Approved and accepted by the Board of Commissioners this _____ day of _____, 20____.

Richard A. Oden, Chairman & CEO



LAKE CAPRI DRIVE DRAINAGE IMPROVEMENTS

EXHIBIT "A"

ISSUE DATE
8-9-16

SCALE
1" = 40'

SHEET NUMBER
1 OF 1



Rockdale County Board of Commissioners

Priority:
NEXT BOC MTG

Agenda Item Summary: Item

MEETING DATE:

Requesting Department
Planning & Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Right-of-Entry for Stormwater Utility Project at 1761 Marifran Court SW

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approval of right-of-entry form

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*
 Yes No

Summary & Background *(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*
The Department recommends approval of the attached Right-of-Entry form to allow the Stormwater Utility to construct drainage improvements near 1761 Marifran Court SW, as previous County work at this location did not fully address the flooding and erosion problems. The project will require access and work within the following private properties:

1761 Marifran Court SW (Jon Larry Flowers & Loretta T. Flowers)

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*
Work will be done by the Stormwater Utility Field Crew for an estimated cost of \$6,000.

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*
Please see the attached documents.

Source of Additional Information *(Type Name, Title, Department and Phone)*
Todd A. Cosby, PE General Engineering Manager x 7120

Department Head/Director's Approval		Chief of Staff Approval
Typed Name and Title Marshall W. Walker Director	Phone x 7135	
Signature <i>Marshall W. Walker</i>	Date 8/9/16	

STATE OF GEORGIA)
)
COUNTY OF ROCKDALE)

**RIGHT OF ENTRY, TO ACCESS AND
WORK WITHIN PRIVATE PROPERTY**

This grant of Right of Entry, made this 3rd day of MAY, 2016, by and between **Jon Larry Flowers & Loretta T Flowers**, as party of the first part (hereinafter called "Grantor") and **ROCKDALE COUNTY**, as party of the second part (hereinafter called "Grantee" or "the County"). (The terms "Grantor" and "Grantee" shall include the parties' heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor for and in consideration of the recitals herein contained including the special conditions specified herein, if any, and the sum of One (\$1.00) Dollar and other valuable considerations, cash in hand paid, at and before the sealing and delivery of these presents, 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, its successors and assigns, the right to enter upon Grantor's real property, for the purposes and uses herein set out, over, through, across and under the property described as:

ALL THAT TRACT or parcel of land lying and being in Land Lot(s) 242 of the 16 Land District of Rockdale County, Georgia, consisting of a Right of Entry, given for the purpose of entering upon and working on said real property of Grantor, in order to undertake such activities as the County may deem necessary or advisable to properly maintain the County's Stormwater System, identified as a Rockdale County Stormwater Utility Project, known as Project No. SWL-2016-03, all as more fully described in Exhibit "A", attached hereto and incorporated herein by reference thereto.

This Right of Entry is temporary in nature, expiring one (1) year following the date of execution hereof; provided however that Grantee herein shall have the right to extend same for an additional six (6) month period by providing Grantor with written notice of same, notice given no later than thirty (30) days prior to expiration of the initial one year term.

This Right of Entry is given for the purpose of investigating, surveying, testing, constructing, maintaining, or performing any other service necessary to ensure the proper functionality of the system which collects, conveys, stores, cleans, or discharges stormwater runoff, and the Grantee shall have the right to travel across the within described lands to access same, with all the rights, members and appurtenances to said Right of Entry in any way appertaining to or belonging. It is understood and agreed that this Right of Entry does not constitute an acceptance for permanent maintenance by the County.

It is agreed by the Grantee that it will maintain the Right of Entry in a workmanlike manner and upon the conclusion of same, will remove from the property all severed bushes, underbrush, branches and trees along with other debris including excess dirt that might have accumulated by reason of the entry and will restore the terrain to its original condition insofar as reasonably possible.

Grantor hereby covenants to Grantee that Grantor is the true and lawful owner of the described realty, and is lawfully seized of the same in fee simple. Grantor shall not assess the County any charge for rental, or other compensation, related to the premises during the pendency of the Right of Entry.

TO HAVE AND TO HOLD the said described Right of Entry unto the said Grantee, its successors and assigns, so that neither the Grantor, its successors or assigns, or any person claiming under the Grantor, shall at any time, have, claim, or demand any right, title or interest to the aforesaid Right of Entry and its appurtenances.

IN WITNESS WHEREOF, the Grantor has duly executed this easement under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

1761 SW Marifran CT
Convers, GA 30094

Adrian Watts
Witness



By: Jon Larry Flower, Sr. (Seal)
JOHN LARRY FLOWERS, its OWNER

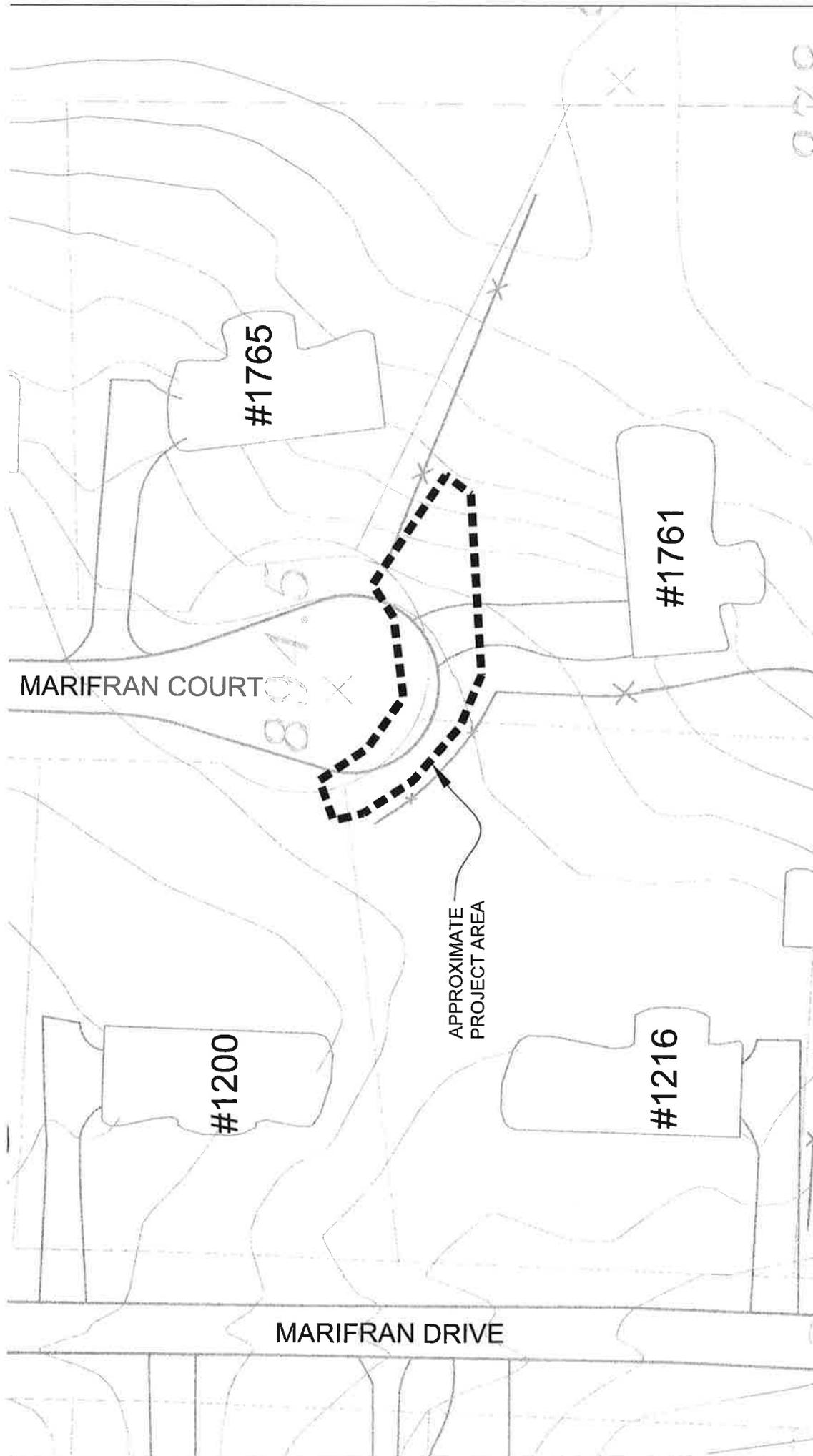
Doris D. Gervasi
Notary Public

By: Loretta J. Flowers (Seal)
Loretta J. Flowers, its OWNER

NOTE TO PROPERTY OWNER: THIS RIGHT OF ENTRY DOES NOT OBLIGATE THE COUNTY TO PERFORM WORK WITHIN PRIVATE PROPERTY, NOR DOES IT MANDATE IMPROVEMENTS TO BE MADE OUTSIDE THE SCOPE OF THE APPROVED PROJECT. BE AWARE THAT THE COUNTY WILL REMOVE BRUSH, SHRUBBERY, TREES, AND OTHER OBSTRUCTIONS AS NECESSARY, AND WILL NOT REESTABLISH THOSE FEATURES WHICH ARE DETRIMENTAL TO THE DRAINAGE OF STORMWATER OR WHICH PREVENT ACCESS TO THE DRAINAGE STRUCTURE(S). ALL OTHER DISTURBED AREAS WILL BE RESTORED TO A SIMILAR CONDITION BEFORE THE PROJECT IS COMPLETED.

Approved and accepted by the Board of Commissioners this _____ day of _____, 20____.

Richard A. Oden, Chairman & CEO



078

ISSUE DATE
8-9-16

SCALE
1" = 40'

SHEET NUMBER
1 OF 1

MARIFRAN COURT DRAINAGE IMPROVEMENTS

EXHIBIT "A"