



Action Requested/Required:

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: _____
- Hearing Date: _____
- Voting Date: _____

Department: Administration **Presenter(s) & Title:** Bobby Dyer, City Attorney

Agenda Item Title:

Discussion and Possible Action to Approve a Quitclaim Deed to the Canton Housing Authority for Shipp Street Abandonment Right of Way and to Accept a Sewer Easement Agreement

Summary:

Budget Implications:

Budgeted? Yes No N/A

Total Cost of Project: _____ Check if Estimated

Fund Source: General Fund Water & Sewer Sales Tax Other: _____

Staff Recommendations:

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

Draft Quitclaim Deed
Draft Sewer Easement

RETURN TO:
Dyer Rusbridge Argo, P.C.
687 Marietta Hwy.
Canton, Georgia 30114

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE, made as of this _____ day of _____, 2024, between **CITY OF CANTON**, as party or party of the first part, hereinafter called Grantor, and **CANTON HOUSING AUTHORITY**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits, and to include the neuter, masculine, and feminine genders, the singular and plural).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 195 of the 14th District, 2nd Section of Cherokee County, Georgia, and being the right of way described in Deed Book 83, Page 565, which is all of the right of way of Shipp St. located on the Canton Housing Authority property.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

CITY OF CANTON, GEORGIA

Witness

By: Bill Grant, Mayor

Notary Public

Attest: _____
Annie Fortner, City Clerk

SEWER EASEMENT AGREEMENT

THIS SEWER LINE EASEMENT AGREEMENT (the "Agreement") made and entered into as of the _____ day of _____, 2019 by and between CANTON HOUSING AUTHORITY (the "Grantor") and CITY OF CANTON, GEORGIA (the "Grantee").

The Grantor for and in consideration of the sum of \$1.00 and other valuable considerations in hand paid, at and before the signing of this Agreement, does grant to Grantee an easement and perpetual right of way over, upon, through, under and/or across the property of the Grantor in Land Lot 195 of the 14th District, 2nd Section of Cherokee County, Georgia, for the purpose of going onto the Grantor's property to construct, install, operate, maintain, inspect, reconstruct, repair, renew and replace therein the sanitary sewer facilities, including pipes, pumping stations, as depicted on the plat attached hereto. Also conveyed is the right to clear, keep clear, remove and dispose of all undergrowth, trees and other obstructions, objects and structures in the easement area, which are inconsistent with the rights of the Grantee granted by this Agreement. Also granted is the right of ingress and egress to and from the easement area. Grantor may use the easement area for its purposes, provided such use is not inconsistent with the rights of Grantee in this Agreement, and further that such use does not interfere with, injure, or endanger said sewer facilities.

The Grantor does hereby covenant that it is lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said property, and said property is free from all encumbrances, and that it will forever warrant and defend title thereto against the lawful claims of all persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

CANTON HOUSING AUTHORITY.
By:

Witness

Notary Public