Agenda Request Form

Meeting Date	Agenda Item Number
May 15, 2025	Action Item 3

Title

Right-of-Way and Easements Macedonia ES

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Grant of Right-of-Way and Easements to Cherokee County Board of Commissioners for Intersection Improvements

Summary Explanation and Background

Officials with the Cherokee County Government are improving the intersection of East Cherokee Drive at the entrance to Macedonia ES to add lanes to ease congestion. As part of the project, the Cherokee County Board of Commissioners is asking CCSD to grant 0.075 acres of Right-of-Way and 0.202 acres of easements. The project will add a 300' left turn lane into the school and extend the right turn lane by 200', allowing the additional vehicle staging into Macedonia ES.

Financial Impact

N/A

Exhibits: (List)

See Attachments

Source of Additional Information

Mary Elizabeth Davis, PhD	770.479.1871
Trey Moores	770.479.1871
Josh Malcom	770.479.1871

STATE OF GEORGIA

COUNTY OF CHEROKEE

RIGHT OF WAY DEED

THIS INDENTURE, made this ____ day of _____ in the year of our Lord Two Thousand and Twenty-Five between the

Cherokee County Board of Education/Cherokee County School System

a Political Subdivision of the State of Georgia and County of Cherokee as the first part, hereinafter called Grantor, and

Cherokee County, Georgia

as party of the second part, hereinafter called Grantee:

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid, the receipt of whereof is acknowledged, as bargained, sold and by these presents does remise, release and forever convey to the said party of the second part all the right, title, interest, claim or demand the said party of the first part has or may have in and to

> All that tract or parcel of land lying and being in Land Lot 878 of the 3rd District, 2nd Section of Cherokee County, Georgia and being more particularly depicted in Exhibit "A" attached hereto and incorporated herein and made a part hereof by reference. Said Right-of-Way hereby conveyed consists of 3253.23 square feet as depicted in Exhibit "A" and highlighted in yellow.

With all rights, members and appurtenances to the said premises in anywise appertaining or belonging. To have and hold the described premises unto the said party of the second part so that neither the said party of the first part nor any other person or persons claiming under them shall at any time, by means or ways, have, claim, or demand any right, title or interest in or to the aforesaid described premises or its appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

_____

Unofficial Witness

_____

Notary Public

My Commission Expires:

_____

CHEROKEE COUNTY SCHOOL SYSTEM

By: _____

Attest:_____

STATE OF GEORGIA

COUNTY OF CHEROKEE

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This grant of construction easement made this ____ day of _____, 2025, from the **Cherokee County Board of Education/Cherokee County School System,** a Political Subdivision of the State of Georgia and County aforesaid, hereinafter called Grantor, to the **Cherokee County, Georgia**, herein called the Grantee.

WITNESSETH, that Grantor for and in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee a temporary construction easement over and under the property of the Grantor in Land Lot 878, of the 3rd District, 2nd Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the attached sketch (Exhibits "A" and "B") attached hereto and made a part hereof showing the dimensions of this easement. This temporary construction easement covered by this instrument totals approximately 8,837.69 square feet in area highlighted in green depicted in Exhibits "A" and "B."

The easement covered by this instrument is for the purpose of installation/construction of slopes, fills, and embankments required to support the roadway improvements and shall expire upon the completion of construction.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, and that Grantor has good and lawful right to convey the easement covered by this document, or any part thereof, and holds title in the name(s) of Grantor(s) shown below.

In witness whereof, said GRANTOR has hereunto signed this agreement on the date written above.

WITNESS **CHEROKEE CO. SCHOOL SYSTEM**

_____ By:_____

Attest:_____

Sworn to and subscribed before me

This ____ day of _____, 2025

_____ (Notary Public)

STATE OF GEORGIA

COUNTY OF CHEROKEE

TEMPORARY DRIVEWAY EASEMENT AGREEMENT

This grant of construction easement made this ____ day of _____, 2025, from the **Cherokee County Board of Education/Cherokee County School System,** a Political Subdivision of the State of Georgia and County aforesaid, hereinafter called Grantor, to the **Cherokee County, Georgia**, herein called the Grantee.

WITNESSETH, that Grantor for and in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee a temporary driveway easement over and under the property of the Grantor in Land Lot 878, of the 3rd District, 2nd Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the attached sketch (Exhibits "A" and "B") attached hereto and made a part hereof showing the dimensions of this easement.

The temporary driveway easement covered by this instrument is to enter, repair, improve, and replace a portion of Grantor's driveway as needed to connect the existing driveways to the proposed road. Said temporary driveway easement area is depicted in pink in Exhibits "A" and "B."for the purpose of installation of driveway or other infrastructure required to connect said driveways to the road improvements or otherwise as necessary to support the roadway improvements and shall expire upon the completion of construction.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, and Grantor has good and lawful right to convey the easement covered by this document, or any part thereof, and holds title in the name(s) of Grantor(s) shown below.

In witness whereof, said GRANTOR has hereunto signed this agreement on the date written above.

WITNESS **CHEROKEE CO. SCHOOL SYSTEM**

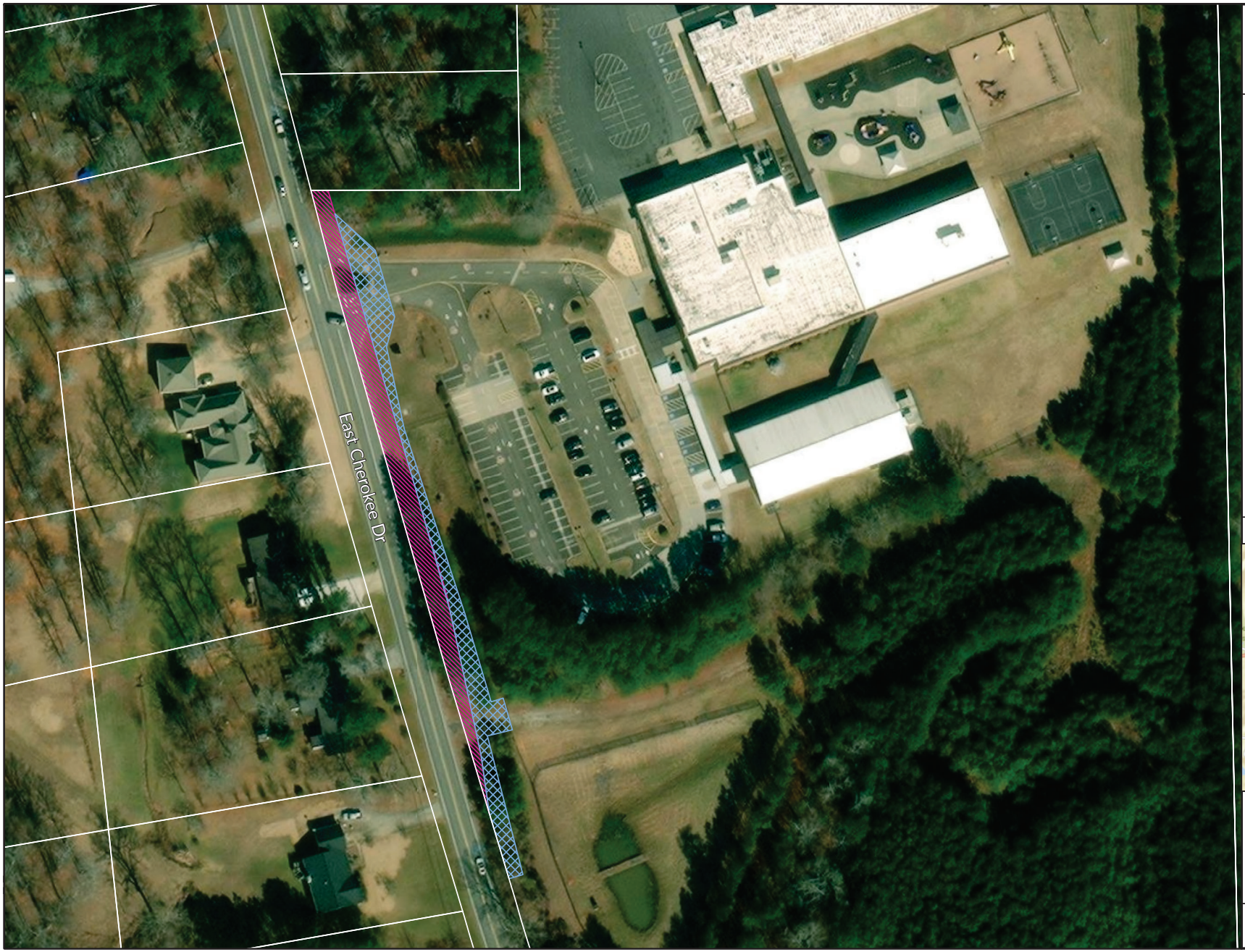
_____ By:_____

Attest:_____

Sworn to and subscribed before me

This ____ day of _____, 2025

_____ (Notary Public)



Cherokee County School District

Map Legend

Proposed Easement

Proposed Right of Way

Property Ownership Parcels

General Notes:
Cherokee County is planning road improvements along East Cherokee Drive at Macedonia Elementary School. The project will include:
-Extending the right turn lane 200'
-Adding a 300' center turn lane into the school
-Sidewalk and drainage improvements along Macedonia ES property.
Total Right of Way Area = 0.075ac
Total Easement Area = .202ac

Location Map



Cherokee County Street Improvement Right of Way (Macedonia Elementary)

0 50 100 150 Feet