Agenda Request Form

Meeting Date	Agenda Item Number
April 23, 2026	Action Item 8

Title

Renewal of Existing 50 Year Sanitary Sewer Easement to the US Army Corps of Engineers Providing Access to the Cherokee County Water and Sewer Authority (CCWSA)

Requested Action

School Board Consideration of the Superintendent's Recommendation to Grant Renewal of the Existing 50 Year Sanitary Sewer Easement to the US Army Corps of Engineers Providing Access to the CCWSA (at Little River ES)

Summary Explanation and Background

The US Army Corps of Engineers is requesting the renewal of an existing fifty (50) year easement for the construction and maintenance of a sanitary sewer line from Little River Elementary School across the US Army Corps of Engineers property for the purpose of connecting to the CCWSA public sanitary sewer system.

Financial Impact

N/A

Exhibits: (List) — Enter URL below

Resolution and map

https://www.cherokeek12.net/post

Source of Additional Information — Open URL

Mary Elizabeth Davis, PhD	770.479.1871
Trey Moores	770.479.1871

EngineersCorpsRESOLUTION OF THE
CHEROKEE BOARD OF EDUCATION
FOR THE PURPOSE OF GRANTING A SEWER EASEMENT
TO THE US ARMY CORPS OF ENGINEERS

Whereas the **Cherokee County Board of Education** previously received a fifty (50) year easement from the US Army Corps of Engineers for the construction and maintenance of a sanitary sewer line from **Little River Elementary School** across the US Army Corps of Engineers property connecting to the public sanitary sewer system owned and operated by the Cherokee County Water and Sewerage Authority; and,

Whereas the **Cherokee County Board of Education** has been notified by the US Army Corps of Engineers that said easement has expired. The notification further requested a determination by the District, whether the easement was still relevant or if it could be abandoned; and,

Whereas the **Cherokee County Board of Education** still operates **Little River Elementary School** as an active educational campus, and this easement is still required for the continued operation of said facility; and

Be it, therefore, resolved that the **Cherokee County Board of Education** is requesting the renewal of the existing sanitary sewer easement from **Little River Elementary School** across the US Army Corps of Engineers property connecting to the public sanitary sewer system owned and operated by the Cherokee County Water and Sewerage Authority for an additional fifty (50) years.

Approved by the **Cherokee County Board of Education** this __ day of April 2026.

Mary Elizabeth Davis, PhD, Superintendent
Cherokee County School District

Janet Read Welch, School Board Chair
Cherokee County School District

Drivewa
EAGLES
nent Location

350909

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT OF WAY
(PIPELINE)

OFFICE

DACW01-2-76-110

ON ALLATOONA LAKE - GEORGIA

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, hereby grants to Cherokee County Board of Education, State of Georgia

hereinafter designated as the grantee, for a period not exceeding fifty (50) *years from the date hereof, an easement for a right of way for* construction operation and maintenance of a sewage effluent pipeline

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "B" and "C" *attached hereto and made a part hereof, and described as follows:*

See Exhibit "A" attached hereto and made a part hereof.

~~*THIS EASEMENT is granted subject to the following conditions:*~~

~~*1. The grantee shall pay to the United States compensation in the amount of* ($) *payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to*~~

DELETED

ENG FORM 1 SEPT 59 1361 PREVIOUS EDITIONS ARE OBSOLETE (EM 405-1-840)

11. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

See continuation sheet 3a

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 10th ***day of*** September ***19*** 75

MELVIN W. DOVITH
Chief, Real Estate Division
U. S. Army Engineer District, Mobile

GPO 937-179

15. Within the limits of its legal powers, the grantee shall protect the project against pollution of its water. The grantee shall comply promptly with any regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the the Environmental Protection Agency and/or a state water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency or state agency are hereby made a condition of this easement.

16. The right is hereby reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with project purposes and to remove therefrom timber or other material required or necessary for such work and to flood the premises whenever necessary, and the grantee shall have no claim for damages of any character on account thereof against the United States or any officer, agent, or employee thereof.

17. The grantee shall not discriminate against any person or persons because of race, creed, color, sex, or national origin in the conduct of its operations hereunder. The grantee furnishes in acceptance of this easement an Assurance (Exhibit "D") that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

18. Condition No. 1 was deleted and Condition Nos. 15, 16, 17 and 18 were added prior to the execution of this easement.

ALLATOONA RESERVOIR

DESCRIPTION OF SEWER LINE EASEMENT TO
CHEROKEE COUNTY BOARD OF EDUCATION

A right-of-way 15 feet wide lying and being in Land Lots 986 and 1031, Fifteenth District, Second Section, Cherokee County, Georgia, and lying 7.5 feet on each side of a centerline more particularly described as follows:

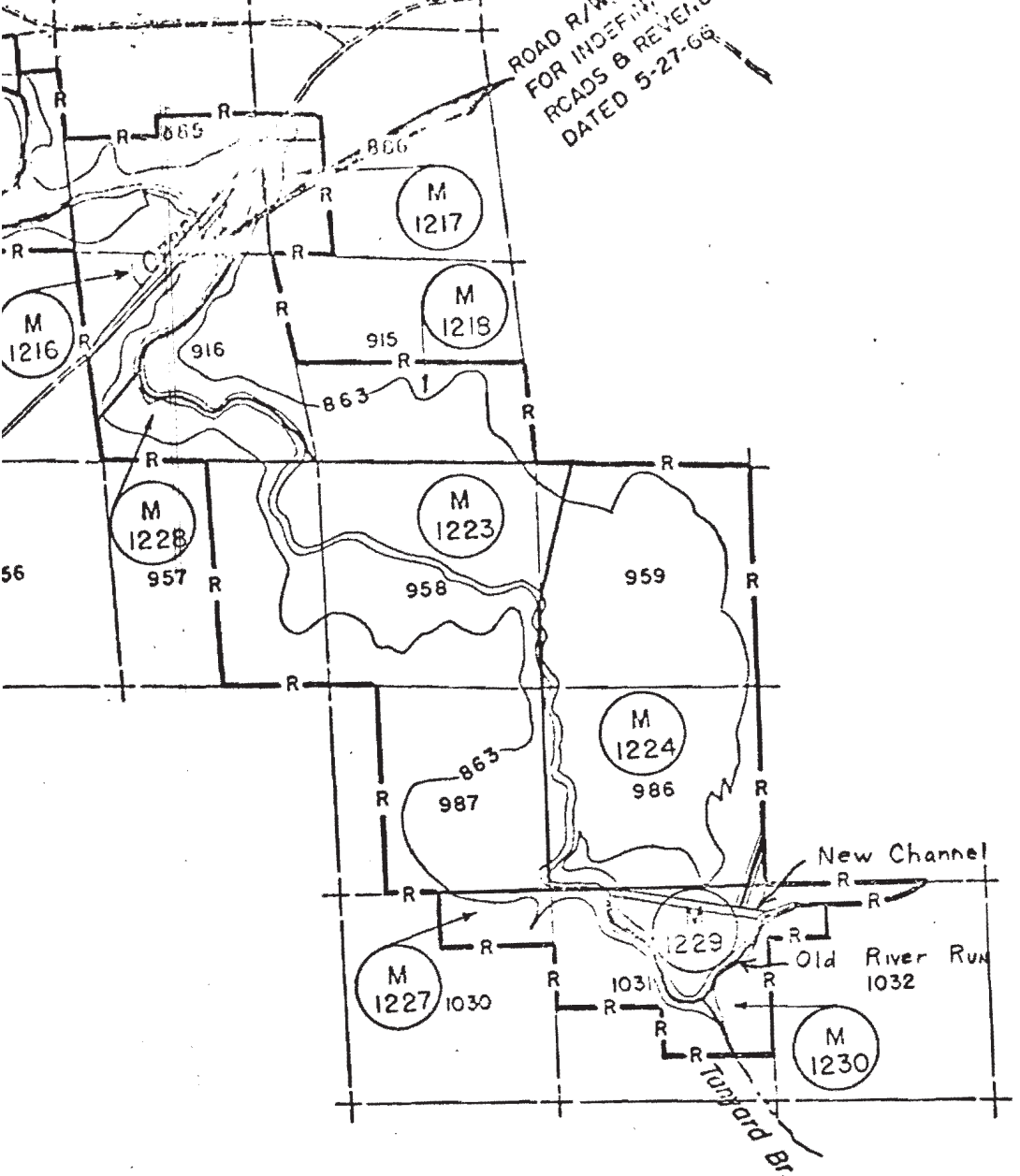
Commencing at an iron marker which is at the Southeast corner of said Land Lot 986, at a corner of a tract of land owned by the United States of America at Allatoona Reservoir and at plane coordinate position North 1,492,857.67 feet and East 406,504.28 feet based on Transverse Mercator Projection, Georgia West Zone;

Thence N 02° 01' E along the East line of said Land Lot 986 which is along the boundary of said United States tract 248.3 feet to the POINT OF BEGINNING;

Thence S 29° 49' W 440 feet, more or less, to the right bank of Little River.

Containing 0.15 of an acre, more or less, and being a part of Tracts M-1224 and M-1229 of the Allatoona Reservoir.

EXHIBIT A'



A PORTION OF SEGMENT "M", ALLATOONA RESERVOIR

15th District, 2nd Section, Cherokee County, Georgia

EXHIBIT B

SCALE: 1" = 1200'

A PLAT FOR A-
A PROPOSED RIGHT OF WAY FROM
U.S. CORPS OF ENGINEERS TO

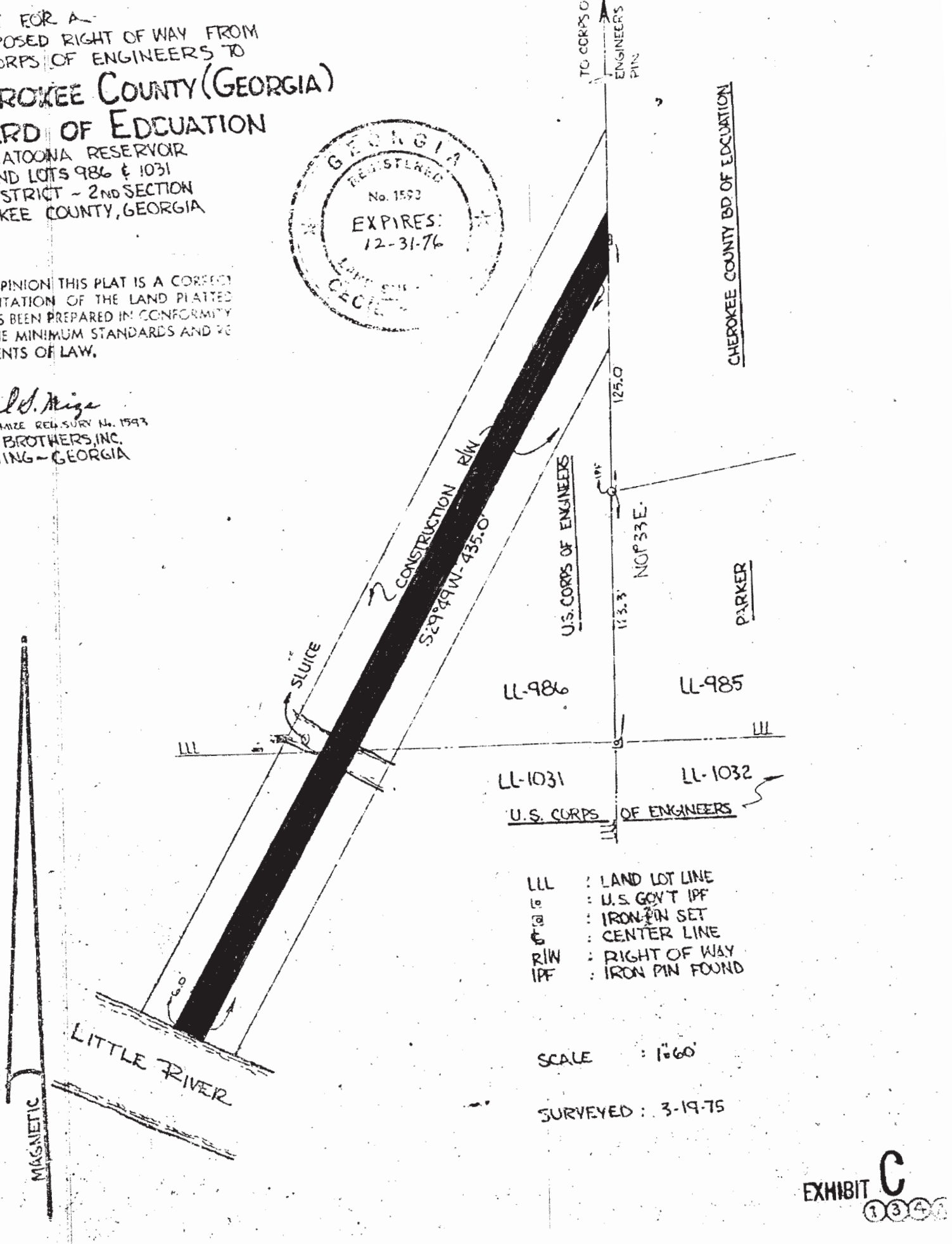
CHEROKEE COUNTY (GEORGIA) BOARD OF EDCUATION

IN ALATOONA RESERVOIR
IN LAND LOTS 986 & 1031
15TH DISTRICT - 2ND SECTION
CHEROKEE COUNTY, GEORGIA

GEORGIA REGISTERED No. 1593 EXPIRES: 12-31-76 LAND SURVEYOR CECIL S. MIZE

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND RE QUIREMENTS OF LAW.

Cecil S. Mize
CECIL S. MIZE REG. SURV No. 1593
MIZE BROTHERS, INC.
CUMMING - GEORGIA



LLL : LAND LOT LINE
IPF : U.S. GOV'T IPF
IPS : IRON PIN SET
℄ : CENTER LINE
R/W : RIGHT OF WAY
IPF : IRON PIN FOUND

SCALE : 1"=60'

SURVEYED : 3-19-75

EXHIBIT C
1 3 4

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

CHEROKEE COUNTY BOARD OF EDUCATION - STATE OF GEORGIA

_____(Hereinafter called "Applicant-Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, Issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, it successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated August 29, 1975

Cherokee County Board of Education

By Howell E. [illegible] Jr.
(President, Chairman of Board, or comparable authorized official)

_____
(Applicant-Recipient's Mailing Address)

EXHIBIT D