



A RESOLUTION

BY: CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE AN AGREEMENT REGARDING PROPERTY LOCATED AT 220 MARIETTA STREET, N.W. TO PERMIT THE INSTALLATION OF A TEMPORARY EARTH RETENTION SYSTEM EMPLOYING THE USE OF A STRUCTURAL TIE-BACK SYSTEM LOCATED UNDER THE RIGHT-OF-WAY OF MARIETTA STREET; AND FOR OTHER PURPOSES.

WHEREAS, Turner-Omni Joint Venture (hereinafter, referred to as the "Owner") is the Lessee of certain parcels of land adjoining the public right-of-way of Marietta Street located at 220 Marietta Street, N. W. in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described in Exhibit "A" attached here to and by this reference made a part here of; and

WHEREAS, Owner desires to obtain permission from the City of Atlanta to construct and maintain a temporary tie-back system which employs temporary anchors within the right-of-way below the surface of Marietta Street.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that:

1. The Mayor is authorized to accept and execute on behalf of the City of Atlanta an agreement between the City and Owner, which permits the Owner to construct and maintain a tie-back system in the right-of-way of Marietta Street.
2. The Commissioner of Public Works, acting as the Mayor's designee, is authorized to review and approved the terms and conditions for the construction, maintenance, detensioning of said temporary tie-back system, and to review and approve the plans and specifications for the same.
3. The City Attorney is hereby directed to review an appropriate agreement for execution by the Mayor, to be approved by the City Attorney as to form.



4. This agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to Owner.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

MAR 18, 2002
MAR 26, 2002



STATE OF GEORGIA

COUNTY OF FULTON

AGREEMENT

(Tie-Back for Omni Hotel at CNN Center)

THIS AGREEMENT is made and entered into this _____ day of January, 2002, by and between the CITY OF ATLANTA, a municipal corporation of the State of Georgia (hereinafter referred to as the "City"), and Turner-Omni Joint Venture (hereinafter referred to as the "Owner").

WITNESSETH :

WHEREAS, Owner is the Lessee of that certain real property located in Downtown Atlanta, described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Tract").

WHEREAS, Owner wishes to construct a Hotel for Turner-Omni Joint Venture (hereinafter referred to as "Omni Hotel at CNN Center") on the Tract; and

WHEREAS, Owner has requested the City to permit the construction of a retaining wall system which employs temporary anchors within the right-of-way below the surface of Marietta Street (hereinafter referred to as "Anchor System"), the approximate location of said wall and temporary anchors as shown on the plans attached hereto as Exhibit "C" and made a part hereof (hereinafter referred to as the "Plans") and on file in the Office of the Commissioner of Public Works of the City of Atlanta (hereinafter referred to as the "Commissioner");



WHEREAS, Owner has procured the consent from the Utilities and other necessary parties, as required by the City, for the construction of the Anchor System;

WHEREAS, the Council of the City of Atlanta adopted a Resolution on _____, 2002 to permit, upon certain conditions, the Anchor System to be constructed, a copy of which Resolution is attached hereto as Exhibit "B" (hereinafter referred to as the "Resolution"); and

WHEREAS, Owner and the City desire to enter into this Agreement to carry out the provisions and conditions of the Resolution.

NOW, THEREFORE, for and in consideration of the mutual agreements between the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto agree as follows:

1. Owner agrees, at its expense and at no expense to the City, to construct and maintain the Anchor System during the period of construction of Omni Hotel at CNN Center (or until the Anchor System is unloaded as hereinafter provided), in a condition reasonably satisfactory to the Inspector of Buildings of the City (hereinafter referred to as the "Inspector") and the Commission, and in substantial conformance with the Plans. The Plans will be submitted by Owner for approval by Inspector and Commissioner, and will be modified until so approved by Inspector and Commissioner. The City hereby agrees to issue a permit for the construction and maintenance of the Anchor System beneath the right-of-way of Marietta Street. The City further agrees that Owner may, at its discretion, subcontract with another party for the construction and maintenance



of the Anchor System, provided the Anchor System is installed substantially in accordance with the Plans.

2. If, after completion of Omni Hotel at CNN Center, the Commissioner determines that it is advisable to remove the temporary anchors in the Anchor System from beneath the public right-of-way of Marietta Street, the City, at its election, may remove said anchors at the City's expense. If, prior to the completion of Omni Hotel at CNN Center, the Commissioner notifies Owner in writing that such anchors in the public right-of-way constitute a clear and eminent danger to public life and safety, including, but not limited to, rupture of gas mains or high voltage underground electrical mains, then the Owner shall take action to remove such temporary anchors in as expeditious a manner as possible, considering the support requirements of Omni Hotel at CNN Center and the public hazard involved.

3. For purposes of this Agreement, "completion" of Omni Hotel at CNN Center shall take place when the City issues its written acceptance of appropriate unloading of the Anchor System, in accordance with Paragraph 4 below. Owner affirms and acknowledges that in no case shall the permanent part of the structural components of Omni Hotel at CNN Center include any portion of the public right-of-way except that which may be permitted pursuant to a duly executed agreement drawn in conformance with the ordinances of the City of Atlanta.

4. Upon completion of that portion of the construction work on Omni Hotel at CNN Center that requires the Anchor System to be installed, Owner shall unload the pressure on the stretched cables running from the temporary anchors into the retaining wall in the Anchor System, in accordance with specifications for such unloading described in the Plans. After such unloading, that portion of the Anchor System to be abandoned by the Owner, including both concrete and grout anchorage blocks and steel strands or rods, will be left in a neutral state of stress internally



due to loads imposed by the installation, use and unloading the presence of an independent consultant engineer who will certify to the City that he observed the work required to accomplish that purpose, and upon occurrence of such unloading, Owner shall certify in writing to the City that the pressure on the cables has been unloaded as aforesaid. Upon receipt of such certification, the City shall issue a written acceptance of such certification, in recordable form, to be recorded in the deed records of Fulton County, Georgia.

5. Owner agrees to indemnify and hold harmless the City and its officials, officers and employees against all expenses, claims, suits, actions, judgment and losses arising out of or caused by the construction, maintenance, design, use or removal of the Anchor System; provided, however, that in the event that the City performs the removal of any portions of the Anchor System, Owner's indemnification of the City set forth herein shall not extend to expenses, claims, suits, actions, judgment or losses arising out of, resulting from, or caused by the acts and omissions, whether or not negligent, of the City, its agents, and employees during such removal activities. In no event shall the City be deemed to have waived its indemnification rights against Owner hereunder by virtue of modifications required or not required to the Plans by the City are found to be negligent as a matter of law. This indemnification shall remain in effect from the date of this Agreement until the earlier of (i) the date the City issues its acceptance of the Owner's certification of unloading regarding the Anchor System, or (ii) thirty (30) days following the date of the Owner's certification of unloading, at which time this indemnification shall expire and become null and void.

6. Owner agrees to furnish to the City, at no expense to the City, a policy of public liability insurance, or certificates of insurance evidencing same for the City of Atlanta, and its official, officers and employees named therein, providing coverage for personal injuries in the sum of



\$300,000 for injuries to one person and \$1,000,000 for personal injuries arising out of any one accident, and property damage coverage in the sum of \$500,000 for any one claim, and \$1,000,000 for property damages arising out of any one accident resulting from the construction, maintenance, use, design or removal of the Anchor System. Said policy shall be continued and maintained by Owner, at Owner's expense and at no expense to the City, from the date of commencement of installation of the Anchor System until the earlier of (i) the date on which, pursuant to Paragraph 4 above, the City notifies Owner of its acceptance of the certification of Owner that the Anchor System has been unloaded or (ii) thirty (30) days following the date of the Owner's certification of unloading. Owner further agrees that its obligations to hold the City harmless and to indemnify the City shall not be limited of said policies of insurance.

7. Owner agrees that the terms and conditions for the construction, maintenance, design and detensioning of the Anchor System and Owner's indemnification of the City contained in Paragraph 5 above are binding upon its successors and assigns, and that no assignment of this Agreement shall be effective without prior written approval thereof by the governing authority of the City, which approval will not be reasonably withheld or delayed.

8. The parties hereto agree that any notice given to a party relating to this Agreement shall be in writing, delivered by hand or mailed, postage prepaid, by registered or certified mail, return receipt requested, to Owner at:

Omni Hotel at CNN Tower
100 CNN Center
Atlanta, Georgia 30335

and to the City at:

City of Atlanta
55 Trinity Avenue, S.W.
Atlanta, Georgia 30335



Attn: _____
Commissioner of the
Department of Public Works

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts by their duly authorized officer and their seals to be affixed as of the day and year first set out above.

“CITY”

As to City:

City of Atlanta
a Municipal Corporation

Signed, sealed and
delivered in the
presence of:

By _____ (Seal)
Name: Shirley Franklin, Mayor

(SEAL OF THE CITY)

Unofficial Witness

Attest: _____
City Clerk

Notary Public

Date: _____

My Commission expires:

APPROVED:

Name: _____ (Seal)
Chief Administrative Officer

APPROVED:

Name: _____ (Seal)
Commissioner of the
Department of Public Works

(SIGNATURES CONTINUED ON FOLLOWING PAGE)



APPROVED AS TO FORM:

Name: _____
Deputy City Attorney

APPROVED:

Name: _____
Commissioner of the
Department of Finance

“OWNER”

Omni Hotel at CNN Center
100 CNN Center
Atlanta, Georgia 30335

As to Owner:

Signed, sealed and
delivered in the
presence of:

By _____ (Seal)
Name: _____
Title: _____

Notary Public

Date: _____

My Commission expires:



Exhibit "A"

Property

I. FEEHOLD INTERESTS in and to the following:

A. PARCEL NO. 1

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a nail placed at the intersection formed by the southeast line of the right-of-way of International Blvd. (formerly Magnolia Street) and the southwest line of the right-of-way of Marietta Street and running thence south 73 degrees 29 minutes 38 seconds east along the southwest line of said right-of-way of Marietta Street a distance of 12.14 feet to a nail; running thence south 23 degrees 10 minutes 19 seconds east along the southwest line of said right-of-way of Marietta Street a distance of 107.66 feet to a nail; running thence south 29 degrees 57 minutes 29 seconds east along the southwest line of said right-of-way of Marietta Street a distance of 86.92 feet to a nail; running thence south 30 degrees 53 minutes 30 seconds east along the southwest line of said right-of-way of Marietta Street a distance of 48.90 feet to a point; running thence south 49 degrees 11 minutes 51 seconds west a distance of 190.74 feet to a point; running thence south 04 degrees 11 minutes 48 seconds west a distance of 28.31 feet to a point; running thence south 40 degrees 48 minutes 09 seconds east a distance of 92.50 feet to a point; running thence north 51 degrees 11 minutes 29 seconds east a distance of 28.20 feet to a point; running thence south 38 degrees 48 minutes 30 seconds east a distance of 1.00 feet to a point; running thence southwesterly along an arc of a curve (having a chord bearing south 24 degrees 43 minutes 16 seconds west a distance of 58.85 feet and a radius of 66.000 feet) a distance of 60.99 feet to a point; running thence south 14 degrees 05 minutes 19 seconds west a distance of 6.10 feet to a point; running thence south 19 degrees 27 minutes 13 seconds east a distance of 6.60 feet to a point; running thence south 51 degrees 02 minutes 01 seconds west along a line being coincident with the drip line of the most northerly beam of Techwood Drive Viaduct a distance of 114.0 feet to a point; running thence north 35 degrees 19 minutes 56 seconds west a distance of 6.22 feet to a point on a line being coincident with the northwest edge of Techwood Drive Viaduct; running thence south 51 degrees 02 minutes 04 seconds west along a line being coincident with the northwest edge of Techwood Drive Viaduct a distance of 26.95 feet to a point on the northeast line of the right-of-way of the Western & Atlantic Railroad; running thence north 15 degrees 39 minutes 00 seconds west along the northeast line of said right-of-way of the Western & Atlantic Railroad a distance of 8.30 feet to a point; running thence north 15 degrees 09 minutes 00 seconds west along the northeast line of the right-of-way of the Western & Atlantic Railroad a distance of 433.40 feet to an iron pin found on a line being coincident with the southeast edge of International Blvd. (formerly Magnolia Street) Viaduct; running thence north 52 degrees 42 minutes 26 seconds east along a line being coincident with the southeast line of International Blvd. Viaduct and along the southeast line of said right-of-way of International Blvd. a distance of 102.39 feet to a nail; running thence north 52 degrees 20 minutes 00 seconds east along the southeast line of said right-of-way of International Blvd. a distance of 141.52 feet to the nail at the point of beginning; being the property shown as containing 2.116 acres on that



certain blueprint of survey dated December 7, 1988, last revised May 21, 1990, prepared for CNN Center Ventures, a Georgia general partnership, LTCB Trust Company as Agent; Ticor Title Insurance Company of California and Chicago Title Insurance Company, by G.M. Gillespie, Georgia Registered Land Surveyor No. 2121, to which blueprint of survey reference is hereby made for all purposes.

B. PARCEL NO. 2

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

All of the air space over and above a horizontal elevation plane of 1,040 feet above mean sea level as established by the official United States Coast and Geodetic Survey in effect on March 5, 1973, within the boundary of the following described property:

TO FIND THE POINT OF BEGINNING, commence at a nail placed at the intersection formed by the southeast line of the right-of-way of International Blvd. (formerly Magnolia Street) and the southwest line of the right-of-way of Marietta Street; run thence south 73 degrees 29 minutes 38 seconds east along the southwest line of said right-of-way of Marietta Street a distance of 12.14 feet to a nail; run thence south 23 degrees 10 minutes 19 seconds east along the southwest line of said right-of-way of Marietta Street a distance of 107.66 feet to a nail; run thence south 29 degrees 57 minutes 29 seconds east along the southwest line of said right-of-way of Marietta Street a distance of 86.92 feet to a nail; run thence south 30 degrees 53 minutes 30 seconds east along the southwest line of said right-of-way of Marietta Street a distance of 48.90 feet to the POINT OF BEGINNING; from the POINT OF BEGINNING as thus established, running thence south 49 degrees 11 minutes 51 seconds west a distance of 190.74 feet to a point; running thence south 04 degrees 11 minutes 48 seconds west a distance of 28.31 feet to a point; running thence south 40 degrees 48 minutes 09 seconds east a distance of 92.50 feet to a point; running thence north 51 degrees 11 minutes 29 seconds east a distance of 83.20 feet to a point; running thence north 33 degrees 39 minutes 29 seconds west a distance of 4.97 feet to a point; running thence north 50 degrees 59 minutes 59 seconds east a distance of 57.70 feet to a point; running thence northeasterly along an arc of a curve (having a chord bearing north 18 degrees 42 minutes 29 seconds east a distance of 63.03 feet and a radius of 59.00 feet) a distance of 66.49 feet to a point; running thence north 76 degrees 25 minutes 30 seconds east a distance of 1.00 feet to the southwest line of the right-of-way of Marietta Street; running thence north 30 degrees 53 minutes 30 seconds west along the southwest line of said right-of-way of Marietta Street a distance of 82.00 feet to the POINT OF BEGINNING; being the property shown as containing .0506 acre on that certain blueprint of survey dated December 7, 1988, last revised May 21, 1990, prepared for CNN Center Ventures, a Georgia general partnership, LTCB Trust Company, as Agent; Ticor Title Insurance Company of California, and Chicago Title Insurance Company, by G.M. Gillespie, Georgia Registered Land Surveyor No. 2121, to which blueprint of survey reference is hereby made for all purposes.

TOGETHER WITH all rights and privileges appurtenant to the above-described property created and existing by virtue of the terms, provisions and conditions of (i) that certain General Warranty Deed from Cox Enterprises, Inc. to Omni International, Ltd., dated March 5, 1973, and recorded



in Deed Book 5770, Page 239, Fulton County, Georgia Records, as amended by that certain Amendment to General Warranty Deed between said parties, dated April, 1973, and recorded in Deed Book 5819, Page 92, Fulton County, Georgia Records, and (ii) that certain General Warranty Deed from Omni International, Ltd. to Cox Enterprises, Inc., dated March 5, 1973, recorded in Deed Book 5770, Page 281, Fulton County, Georgia Records, as amended by that certain Amendment to General Warranty Deed between said parties, dated April, 1973, and recorded in Deed Book 5819, Page 90, Fulton County, Georgia Records.

TOGETHER WITH any and all after-acquired rights in or to or ownership of any property immediately below the footprint of Parcel 2 as described above.

C. PARCEL NO. 6

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the intersection of the northeast line of the right-of-way of the Western & Atlantic Railroad with the northwest edge of the Techwood Drive Viaduct, run thence north 51 degrees 02 minutes 04 seconds east a distance of 26.95 feet to a point; run thence south 35 degrees 19 minutes 56 seconds east a distance of 6.22 feet to a point; run thence north 51 degrees 02 minutes 01 seconds east a distance of 114.00 feet to the POINT OF BEGINNING; from the POINT OF BEGINNING AS THUS ESTABLISHED, running thence north 19 degrees 27 minutes 13 seconds west a distance of 6.60 feet to a point; thence north 14 degrees 05 minutes 19 seconds east a distance of 6.10 feet to a point; thence northeasterly along the arc of a curve (having a chord bearing north 24 degrees 43 minutes 16 seconds east a distance of 58.85 feet and a radius of 66.000 feet) a distance of 60.99 feet to a point; thence north 38 degrees 48 minutes 30 seconds west a distance of 1.00 feet to a point; thence north 51 degrees 11 minutes 29 seconds east a distance of 55.00 feet to a point; thence north 33 degrees 39 minutes 29 seconds west a distance of 4.97 feet to a point; thence north 50 degrees 59 minutes 59 seconds east a distance of 57.70 feet to a point; thence northeasterly along the arc of a curve (having a chord bearing north 18 degrees 42 minutes 29 seconds east a distance of 63.03 feet and a radius of 59.000 feet) a distance of 66.49 feet to a point; thence north 76 degrees 25 minutes 30 seconds east a distance of 1.00 feet to a point on the southwesterly right-of-way line of Marietta Street; thence south 34 degrees 35 minutes 00 seconds east along said southwesterly right-of-way line of Marietta Street, a distance of 75.30 feet to the point formed by the intersection of the southwesterly right-of-way line of Marietta Street with the drip line of the Techwood Drive Viaduct, which drip line is coincident with the northwesterly edge of said Techwood Drive Viaduct; thence south 51 degrees 02 minutes 01 seconds west along said drip line of the Techwood Drive Viaduct, a distance of 221.40 feet to a point which is the POINT OF BEGINNING; being the property shown as containing 0.197 acres on that certain blueprint of survey, dated December 7, 1988, last revised May 21, 1990, prepared for CNN Center Ventures, a Georgia general partnership, LTCB Trust Company, as Agent; Ticor Title Insurance Company of California, and Chicago Title Insurance Company, by G.M. Gillespie, Georgia Registered Land Surveyor No. 2121, to which blueprint of survey reference is hereby made for all purposes.

II. TOGETHER WITH, leasehold interests in and to the following:

A. PARCEL NO. 3

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

All of the air space above the inclined plane which passes through: (i) a point on the northerly line of the property described below having an elevation of 1,047.34 feet above mean sea level as established by the official United States Coast and Geodetic Survey in effect on July 5, 1973, and (ii) a point on the southerly line of the property described below having an elevation of 1,049.36 feet above mean sea level as established by the official United States Coast and Geodetic Survey in effect on July 5, 1973, within the boundary of the following described land:

TO FIND THE POINT OF BEGINNING, commence at a nail placed at the intersection formed by the southeast line of the right-of-way of International Blvd. (formerly Magnolia Street) and the southwest line of the right-of-way of Marietta Street; run thence south 52 degrees 20 minutes 00 seconds west along the southeast line of said right-of-way of International Blvd. a distance of 141.52 feet to a nail placed; run thence south 52 degrees 42 minutes 26 seconds west along the southeast line of said right-of-way of International Blvd. and along a line being coincident with the southeast edge of International Blvd. Viaduct a distance of 102.39 feet to an iron pin placed at THE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, running thence southwesterly along a line being coincident with the southeast edge of International Blvd. Viaduct and along an arc of a curve (having a chord bearing south 54 degrees 17 minutes 11 seconds west a distance of 89.62 feet) a distance of 89.70 feet to a point; running thence south 15 degrees 59 minutes 01 seconds east a distance of 91.83 feet to a point; running thence southeasterly along an arc of a curve (having a chord bearing south 15 degrees 25 minutes 30 seconds east a distance of 219.66 feet) a distance of 219.66 feet to a point; running thence south 14 degrees 53 minutes 01 seconds east a distance of 129.65 feet to a point on a line being coincident with the northwest edge of Techwood Drive Viaduct; running thence northeasterly along a line being coincident with the northwest edge of Techwood Drive Viaduct and along an arc of a curve (having a chord bearing north 54 degrees 14 minutes 27 seconds east a distance of 87.81 feet) a distance of 87.82 feet to a point; running thence north 15 degrees 39 minutes 00 seconds west a distance of 8.30 feet to a point; running thence north 15 degrees 09 minutes 00 seconds west a distance of 433.4 feet to the iron pin at THE POINT OF BEGINNING; being the property shown as containing 0.831 acres on that certain Blueprint of Survey, dated December 7, 1988, last revised May 21, 1990, prepared for CNN Center Ventures, a Georgia general partnership, LTCB Trust Company, as Agent; Ticor Title Insurance Company of California, and Chicago Title Insurance Company, by G.M. Gillespie, Georgia Registered Land Surveyor No. 2121, to which blueprint of survey reference is hereby made for all purposes.

TOGETHER WITH so much of the above described land as is necessary for supports and appurtenances for the structures to be constructed within said air space, including necessary supporting piers and foundations, sewer and drainage conduits, and similar necessary structures which must reach ground level or below, provided the same shall not be constructed in such a manner as to impair, obstruct, interfere with or endanger the use, for railroad purposes, of the



land level leased to Louisville and Nashville Railroad Company under a Lease from the State of Georgia, dated March 4, 1968 (Ga. Laws 1968, pp. 54-112).

B. PARCEL NO. 4

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at a nail placed at the intersection formed by the southeast line of the right-of-way of International Blvd. (formerly Magnolia Street) and the southwest line of the right-of-way of Marietta Street; run thence south 52 degrees 20 minutes 00 seconds west along the southeast line of said right-of-way of International Blvd. a distance of 141.52 feet to a nail; run thence south 52 degrees 42 minutes 26 seconds west along the southeast line of said right-of-way of International Blvd. and along a line being coincident with the southeast edge of International Blvd. Viaduct a distance of 102.39 feet to an iron pin placed on the northeast line of the right-of-way of the Western & Atlantic Railroad; run thence southwesterly along a line being coincident with the southeast edge of International Blvd. Viaduct and along an arc of a curve (having a chord bearing south 54 degrees 17 minutes 11 seconds west a distance of 89.62 feet) a distance of 89.70 feet to a point on the southwest line of said right-of-way of the Western & Atlantic Railroad and THE POINT OF BEGINNING: FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, running thence north 16 degrees 01 minutes 26 seconds west a distance of 79.82 feet to a point on a line coincident with the northwest edge of International Blvd. Viaduct; running thence southwesterly along a line being coincident with the northwest edge of International Blvd. Viaduct and along an arc of a curve (having a chord bearing south 60 degrees 13 minutes 04 seconds west a distance of 108.63 feet and a radius of 503.68 feet) a distance of 108.84 feet to a point; running thence south 02 degrees 35 minutes 33 seconds east a distance of 77.07 feet to a point on a line coincident with the southeast edge of International Blvd. Viaduct; running thence south 00 degrees 21 minutes 30 seconds east a distance of 104.40 feet to a point; running thence south 03 degrees 54 minutes 30 seconds west a distance of 408.00 feet to an iron pin placed on a line being coincident with the northwest edge of Techwood Drive Viaduct; running thence northeasterly along a line being coincident with the northwest edge of Techwood Drive Viaduct and along an arc of a curve (having a chord bearing north 61 degrees 21 minutes 41 seconds east a distance of 292.82 feet) a distance of 293.33 feet to a point on the southwest line of said right-of-way of the Western & Atlantic Railroad; running thence north 14 degrees 53 minutes 01 seconds west along the southwest line of said right-of-way of the Western & Atlantic Railroad a distance of 129.65 feet to a point; running thence northwesterly along the southwest line of said right-of-way of the Western & Atlantic Railroad and along an arc of a curve (having a chord bearing north 15 degrees 25 minutes 30 seconds west a distance of 219.66 feet) a distance of 219.66 feet to a point; running thence north 15 degrees 59 minutes 01 seconds west along the southwest line of said right-of-way of the Western & Atlantic Railroad a distance of 91.83 feet to THE POINT OF BEGINNING; being the property shown as containing 2.289 acres on that certain Blueprint of Survey, dated December 7, 1988, last revised May 21, 1990, prepared for CNN Center Ventures, a Georgia general partnership, LTCB Trust Company, as Agent; Ticor Title Insurance Company of California, and Chicago Title Insurance Company, by G.M. Gillespie, Georgia Registered Land Surveyor No. 2121, to which blueprint of survey reference is hereby made for all purposes.

02-R-0482

(Do Not Write Above This Line)

A RESOLUTION

BY: CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE AN AGREEMENT TO PERMIT THE INSTALLATION OF A TEMPORARY EARTH RETENTION SYSTEM EMPLOYING THE USE OF A STRUCTURAL TIE-BACK SYSTEM LOCATED UNDER THE RIGHT-OF-WAY OF MARIETTA STREET; AND FOR OTHER PURPOSES.

ADOPTED BY

MAR 18 2002

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee _____
 Date March 12 2002
 Chair Alan Muller
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____
 Members [Signatures]
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action: _____
 Other: _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Readings
- Consent
- V Vote
- RC Vote

CERTIFIED

CERTIFIED

MAR 18 2002

ATLANTA CITY COUNCIL PRESIDENT

Calvin W. Workard

CERTIFIED

MAR 18 2002

Rachel Douglas Johnson
MUNICIPAL CLERK

APPROVED

MAYOR'S ACTION

MAR 26 2002

Audley [Signature]