

**MUNICIPAL CLERK  
ATLANTA, GEORGIA**

**A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK  
AS AMENDED BY FULL COUNCIL**

**A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE A DETAILED AGREEMENT, ON  
BEHALF OF THE CITY OF ATLANTA, WITH  
METROPOLITAN ATLANTA RAPID TRANSIT  
AUTHORITY PROVIDING FOR THE  
REALIGNMENT OF LINDBERGH DRIVE AND  
EXCHANGE OF PROPERTY AT ROXBORO ROAD,  
ARMOUR CIRCLE AND PLASTERS BRIDGE  
ROAD, AND OTHER PURPOSES**

WHEREAS, the City and the Metropolitan Atlanta Rapid Transit Authority ("MARTA") entered into that certain Rearrangement Cooperative Agreement ("RCA") dated October 10, 1975, which sets forth certain duties and procedures governing the City and MARTA with respect to Rearrangements, as that term is defined in the RCA, of Facilities owned by City or MARTA; and

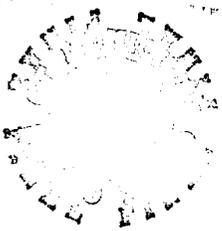
WHEREAS, the RCA provides for supplemental Detailed Agreements between the City and MARTA to specifically allocate responsibilities, costs, and obligations with respect to Rearrangements; and

WHEREAS, MARTA seeks to conduct a Rearrangement at Lindbergh Drive to create a bus intermodal area serving the Lindbergh MARTA station, as more fully described in the Lindbergh Detailed Agreement attached as Exhibit 1; and

WHEREAS, MARTA seeks to conduct a Rearrangement at Armour Circle and Plasters Bridge Road to create its rail maintenance and storage facility known as Armour Yard, as more fully described in the Lindbergh Detailed Agreement; and

WHEREAS, City seeks to improve the function of Lindbergh Drive by coordinating with MARTA the Lindbergh Drive Rearrangement, and by acquiring a strip parcel of excess MARTA property adjacent to the northerly right of way line of Lindbergh Drive, as more fully described in the Lindbergh Detailed Agreement; and

WHEREAS, City seeks to acquire certain MARTA property adjacent to Roxboro Road, N.E. for the purpose of widening and improving Roxboro Road, as more fully described in the Lindbergh Detailed Agreement; and



**WHEREAS**, MARTA and City have negotiated the business terms set forth in the Lindbergh Detailed Agreement attached as Exhibit 1 to govern the Rearrangements for such MARTA projects at Lindbergh Drive, Armour Circle, and Plasters Bridge Road, and to also govern the conveyance of portions of MARTA property to the City adjacent to Lindbergh Drive and Roxboro Road; and

**WHEREAS**, the City has determined that it is desirable and in the best interests of the City to execute an Agreement with MARTA containing the business terms and in a form substantively similar to the Lindbergh Detailed Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA**, that the Mayor is authorized to execute an Agreement with MARTA containing the business terms and in a form substantively similar to the Lindbergh Detailed Agreement attached as Exhibit 1.

**BE IT FURTHER RESOLVED**, that the City Attorney is authorized to review the Lindbergh Detailed Agreement and to finalize with MARTA and its counsel any necessary substantive changes to the Lindbergh Detailed Agreement deemed necessary and appropriate or as required by law.

**BE IT FURTHER RESOLVED**, that if the City Attorney finds that any substantive changes are needed to be made to the Lindbergh Detailed Agreement that said changes shall be approved by the City Council.

**BE IT FURTHER RESOLVED**, that said "substantive changes" shall not include procedural or administrative corrections to the Detailed Agreement.

**BE IT FURTHER RESOLVED**, that the Lindbergh Detailed Agreement will not become binding upon the City and the City will not be liable or obligated under it until it has been duly executed by MARTA, in accordance with applicable law, executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to MARTA.

***BE IT FURTHER RESOLVED, that undeveloped greenspace as shown on the URS plan will be developed as park space.***

A true copy,

*Rhonda Daughler Johnson*  
Municipal Clerk, CMC

**ADOPTED** as amended by the Council  
**APPROVED** by the Mayor

APR 01, 2002  
APR 05, 2002



**DETAILED AGREEMENT BETWEEN  
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY  
AND THE CITY OF ATLANTA, GEORGIA  
FOR CONSTRUCTION CONTRACT UNIT N452, LINDBERGH ROADWAY  
IMPROVEMENT PROJECT, AND THE ROXBORO ROAD PROJECT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, a public body corporate created under the laws of the State of Georgia, hereinafter referred to as the Authority or MARTA, and the CITY OF ATLANTA, a political subdivision of the State of Georgia, hereinafter referred to as the City.

**WITNESSETH THAT:**

For and in consideration of the promises and of the mutual undertakings hereinafter set forth, the Authority and the City covenant and agree, with respect to the Authority's Construction Contract Unit N452 ("CCU N452"), MARTA Rail Services – Storage Yard, the Lindbergh Roadway Improvement Project, and the City's Roxboro Road Project, as follows:

1. This Detailed Agreement is entered into pursuant to and in implementation of the Rearrangement Cooperative Agreement heretofore entered into by the parties on the 10th day of October, 1975, which by this reference is incorporated herein, and which is hereinafter referred to as the RCA. This Detailed Agreement applies to the construction of portions of the Authority's System known as CCU N452 and the Lindbergh Roadway Improvement Project, and the conveyance by the Authority of property for the City's project known as the Roxboro Road Project ("RRP"). The CCU N452 Work (as defined below) and the LRIP both require Rearrangements. All capitalized terms used in this Detailed Agreement that are not defined herein shall have the meaning set forth in Article I of the RCA.

2. A. MARTA shall accomplish or cause to be accomplished the work described in the plans and specifications listed and identified in Exhibit A (the "CCU N452 Work"), of which copies are on file at the Authority's Headquarters Building, 2424 Piedmont Road N.E., Fourth Floor, Atlanta, Georgia, and which by this reference are made a part hereof, and MARTA shall cause the CCU N452 Work to be performed in accordance with such plans and specifications.

B. MARTA shall accomplish or cause to be accomplished the work described in the plans and specifications listed and identified in Exhibit B, of which copies are on file at the Authority's Headquarters Building, 2424 Piedmont Road N.E., Fourth Floor, Atlanta, Georgia, and which by this reference are made a part hereof (the "LRIP"),



and MARTA shall cause the LRIP to be performed in accordance with such plans and specifications.

3. A. The parties agree that the limits of the Impact Area, as defined in the RCA, for the CCU N452 Work are as shown on the drawings listed and identified in Exhibit A, including the City Facilities to be modified, arranged, rearranged, or relocated, all as shown in Exhibit A and delineated on the drawings identified therein.

B. The parties agree that the limits of the Impact Area for the LRIP are as shown on the drawings listed and identified in Exhibit B, including the City Facilities to be modified, arranged, rearranged, or relocated, all as shown in Exhibit B and delineated on the drawings identified therein.

4. There are no Betterments resulting from the Work in CCU N452, LRIP, and RRP.

5. A. To enable the Authority to immediately proceed with the CCU N452 Work, City agrees to: (i) permanently and immediately close or allow to be closed all or a portion of Armour Circle as more particularly described in Exhibit C-1 attached hereto and by this reference made a part hereof (the "Armour Circle Property") and all or a portion of Plasters Bridge Road as more particularly described in Exhibit C-2 attached hereto (the "Plasters Bridge Road Property") and by this reference made a part hereof; and (ii) grant and execute a Right-of-Entry for the Authority within 5 days of execution of this Detailed Agreement to begin the CCU N452 Work in accordance with the plans and specifications identified in Exhibit A. No later than June 30, 2002, City agrees to abandon all of the City's right, title and interest in the Armour Circle Property and the Plasters Bridge Road Property. No later than 30 days after the substantial completion by MARTA of the CCU N452 Work and the LRIP, the City shall quitclaim to the Authority all of the City's right, title and interest in the Armour Circle Property and the Plasters Bridge Road Property without additional consideration beyond that which is provided in this Detailed Agreement. The abandonment by the City of the streets located in the Armour Circle Property and the Plasters Bridge Road Property will only be effected upon passage and approval by the Council and Mayor of an ordinance authorizing abandonment of the streets in conformance with the Charter, related laws, and the Code of the City.

6. B. To enable the Authority to immediately proceed with the LRIP and to realign Lindbergh Drive, City agrees to: (i) immediately close or allow to be closed portions of Lindbergh Drive as shown in Exhibit B attached hereto and by this reference made a part hereof; and (ii) grant the Authority a Right-of-Entry within 5 days of execution of this Detailed Agreement to begin the RRP. Upon substantial completion of the LRIP, the City agrees to quitclaim to the Authority all right, title and interest of the City in portions of Lindbergh Drive described in Exhibit D attached hereto and by this reference made a part hereof ("City Lindbergh Drive Property") without additional consideration beyond that which is provided in this Detailed Agreement. The closing of such portions of Lindbergh Drive and the agreement by the City to convey the City Lindbergh Drive Property are conditioned upon and subject to the Authority abiding by the scheduling sequence as



shown in Exhibit B and providing adequate detours and rerouting of traffic at all times that the City Lindbergh Drive Property is closed.

7. Concurrently with the conveyance by the City to the Authority of the City Lindbergh Drive Property, the Armour Circle Property and the Plasters Bridge Road Property, all in accordance with this Detailed Agreement, the Authority shall convey by quitclaim deed to the City: (A) MARTA Parcel D3129, which is more particularly described in Exhibit E attached hereto and by this reference made a part hereof ("MARTA Parcel D3129"); (B) easements and property rights for property identified as MARTA Parcel No. 44 with the exclusion of exclusive, perpetual, permanent easements necessary or incidental to the Authority's maintenance and operation of a rapid transit system as described in Exhibit F ("MARTA Parcel No. 44"); and (C) easements and property rights for property identified as MARTA Parcel No. 45 with the exclusion of exclusive, perpetual, permanent easements necessary or incidental to the Authority's maintenance and operation of a rapid transit system as described in Exhibit G ("MARTA Parcel No. 45").

8. A. The design of sewer and drainage facilities in the CCU N452 Work has been incorporated in the plans and specifications which are listed and identified in Exhibit A. Exhibit H, attached hereto and by this reference made a part hereof, generally lists the sewer and drainage facilities by description, location, and responsibility for facility maintenance.

B. The design of sewer and drainage facilities for LRIP has been incorporated in the plans and specifications which are listed and identified in Exhibit B. Exhibit I, attached hereto and by this reference made a part hereof, generally lists the sewer and drainage facilities by description, location, and responsibility for facility maintenance.

9. For normal maintenance of City Facilities located on the Authority's right-of-way, the City, by its authorized representatives, shall notify the Authority in writing, delivered five (5) days in advance of the date of desired access to or upon the Authority's right-of-way, and the Authority shall arrange to have a representative available at the specified work location at a mutually agreeable time during Authority normal off-peak working hours to admit City forces to MARTA right-of-way to the extent of maintenance needs required, to provide such assistance and guidance as needed and to insure the observance of all safety precautions. Should access to or upon the Authority's right-of-way by City forces be required for emergency maintenance of City Facilities, the City, by its authorized representatives, shall notify an authorized representative of the Authority verbally or by telephone of such requirement and the Authority, within one hour of such notice, shall have a representative available at the specified work location to admit City forces to the MARTA right-of-way to the extent of maintenance needs, to provide such assistance and guidance as needed and to insure the observance of all safety precautions.

10. The Authority and the City recognize that when the CCU N452 Work has been completed, certain of the City's sewer lines to be constructed or reconstructed as a



part of the Rearrangement for Armour Yard will pass beneath structures to be built by the Authority. The City, without accepting or admitting any liability therefor, approves the Authority's plans and specifications for such construction. The parties further recognize that if repairs to or replacement of the City's sewer lines located beneath the Authority's structures becomes necessary, access to, repairs to or replacement of that part of the said lines located beneath said structures will be more difficult and more expensive than if the said structures were not present. The Authority agrees that, in the event that repairs to or replacement of the sewer lines requires access to that part beneath the Authority's said structures the Authority will reimburse the City for the cost of any and all repairs to or replacement of said sewer lines resulting from their being located under Authority's structures in excess of the amount said repairs or replacement would cost if the Authority's said structures were not constructed over said sewer lines.

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IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed on their behalf; and their common seals to be affixed hereto, by persons duly authorized thereunto, on the day and year first above written:

Attest:

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY \_\_\_\_\_  
Nathaniel P. Ford Sr.  
General Manager/CEO

Approved As To Legal Form:

By \_\_\_\_\_  
Counsel, Metropolitan Atlanta  
Rapid Transit Authority

Attest:

CITY OF ATLANTA, GEORGIA

\_\_\_\_\_  
City Clerk/or Deputy City Clerk

By \_\_\_\_\_  
Shirley Clarke Franklin, Mayor

Approved As To Form:

By \_\_\_\_\_  
City Attorney

Approved:

By: \_\_\_\_\_  
Commissioner, Department of  
Public Works



EXHIBIT A

CCU N452 Work

Plans and Specifications for MARTA North Line Rail Services Facility Storage Yard,  
Project No. CN452, dated July 2000



EXHIBIT B

LRIP

Lindbergh Roadway Improvements plans by URS Corporation on 8/9/01, last revised 1/9/02.

Sequencing of Street Rearrangement shown by Staging Plans C-4.1, 4.2 and 4.3 of the above-referenced Plans.

EXHIBIT C-1

Armour Circle Property

Beginning at the northwesterly intersection of Armour Drive and Armour Circle; thence along the northwesterly right-of-way of Armour Circle the following courses: north  $33^{\circ} 38' 43''$  east, 520.82; thence 170.47 feet along the arc of a curve to the right, said curve having a radius of 150.54 feet and a chord of 161.50 feet on a bearing of north  $66^{\circ} 05' 09''$  east; thence south  $81^{\circ} 28' 26''$  east, 757.36 feet; thence 176.73 feet along the arc of a curve to the right, said curve having a radius of 143.44 feet and a chord of 165.76 feet on a bearing of south  $46^{\circ} 10' 39''$  east; thence south  $10^{\circ} 52' 52''$  east, 166.39 feet; thence 22.28 feet along the arc of a curve to the left, said curve having a radius of 96.53 feet and a chord of 22.23 feet on a bearing of south  $35^{\circ} 31' 39''$  east to the intersection of the northerly right-of-way line of Armour Circle and the northerly right-of-way line of Plasamour Drive, if extended; thence south  $88^{\circ} 30' 54''$  west, 60.72 feet along said extended right-of-way line of Plasamour Drive to the northwesterly intersection of Plasamour Drive and Armour Circle; thence along the westerly, southerly and easterly right-of-way lines of Armour Circle the following courses: north  $10^{\circ} 52' 52''$  west, 173.59 feet; thence 115.14 feet along the arc of a curve to the left, said curve having a radius of 93.45 feet and a chord of 107.99 feet on a bearing of north  $46^{\circ} 10' 39''$  west; thence north  $81^{\circ} 28' 26''$  west, 757.36 feet; thence 113.85 feet along the arc of a curve to the left, said curve having a radius of 100.54 feet and a chord of 107.87 feet on a bearing of south  $66^{\circ} 05' 09''$  east; thence south  $33^{\circ} 38' 43''$  west, 507.85 feet to the northeasterly intersection of Armour Drive and Armour Circle; thence north  $70^{\circ} 53' 34''$  west, 51.65 feet to the POINT OF BEGINNING. Said tract or parcel contains 87,015 square feet, more or less, all being right-of-way of Armour Circle between Armour Drive and Plasamour Drive located in Land Lot 58, 17<sup>th</sup> District, Fulton County, Georgia, and shown on MARTA Drawings SE 294, SE 295 and SE 296, dated February 23, 2001.

EXHIBIT C-2

Plasters Bridge Road Property

Beginning at the intersection of the northerly right of way line of Armour Circle and the westerly right of way line of Plasters Bridge Road; thence along the westerly right of way line of Plasters Bridge Road north  $28^{\circ} 57' 42''$  east, 189.98 feet to a point; thence continuing along said westerly right of way line north  $29^{\circ} 02' 09''$  east, 152.72 feet to a point; thence continuing along said westerly right of way line north  $30^{\circ} 56' 29''$  east, 49.76 feet to a point; thence continuing along said westerly right of way line north  $00^{\circ} 19' 04''$  west, 102.34 feet to the centerline of a railroad spur; thence along said centerline along the arc of a curve to the left 32.44 feet to the easterly right of way line of Plasters Bridge Road, said curve having a radius of 498.99 feet and a chord length of 32.43 on a bearing of south  $68^{\circ} 35' 07''$  east; thence along said easterly right of way line south  $00^{\circ} 24' 53''$  west, 85.47 feet to a point; thence south  $28^{\circ} 59' 38''$  west, 426.28 feet to a point; thence north  $25^{\circ} 12' 12''$  east, 2.64 feet; thence along the arc of a curve to the left 32.28 feet, said curve having a radius of 17.00 feet and a chord length of 27.64 feet on a bearing of north  $33^{\circ} 37' 09''$  west, to the POINT OF BEGINNING. Said tract or parcel contains 12,659 square feet, more or less; all being right-of-way of Plasters Bridge Road north of Armour Circle located in Land Lots 49 and 58, 17<sup>th</sup> District, Fulton County, Georgia, and shown on MARTA Drawing SE 295, dated February 23, 2001.

## EXHIBIT D

### City Lindbergh Drive Property

#### (MARTA Acquisition Parcel N643, Tract 1)

All that tract or parcel of land containing 25,563 square feet lying and being in Land Lot 59 of the 17<sup>th</sup> District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at an iron pin at the intersection of the northerly right-of-way line of Lindbergh Drive and the easterly right-of-way line of Norfolk-Southern Railway, thence easterly along said northerly line of Lindbergh Drive the following courses: South 89 degrees 11 minutes 38 seconds East, 129.52 feet; 271.12 feet along the arc of a curve to the left, said curve having a radius of 2068.44 feet and a chord of 270.92 feet on a bearing of North 87 degrees 02 minutes 25 seconds East; North 81 degrees 14 minutes 19 seconds East, 281.10 feet; 4.66 feet along the arc of a curve to the left, said curve having a radius of 29.56 feet and a chord of 4.65 feet on a bearing of North 33 degrees 27 minutes 13 seconds East; North 03 degrees 24 minutes 12 seconds East, 7.19 feet; North 81 degrees 10 minutes 25 seconds East, 132.24 feet to the POINT OF BEGINNING; thence continuing along the existing northerly right-of-way line of Lindbergh Drive North 81 degrees 10 minutes 25 seconds East a distance of 88.33 feet to a point; thence continuing along said right-of-way North 81 degrees 07 minutes 29 seconds East a distance of 184.38; thence leaving said right-of-way South 46 18 39 West, 60.00 feet; thence South 18 degrees 22 minutes 08 seconds East a distance of 55.00 feet to a point; thence South 16 degrees 04 minutes 40 seconds West a distance of 37.59 feet to a point; thence South 60 degrees 45 minutes 58 seconds West a distance of 51.76 feet to a point; thence South 14 degrees 47 minutes 35 seconds West a distance of 15.00 feet to a point; thence 84.86 feet along the arc of curve to the right, said curve having a radius of 294.50 feet and a chord bearing and distance of North 66 degrees 57 minutes 06 seconds West; thence North 58 degrees 23 minutes 29 seconds West a distance of 93.20 feet to a point; thence North 69 degrees 23 minutes 08 seconds West a distance of 35.94 feet to a point; thence North 11 degrees 41 minutes 42 seconds East a distance of 33.66 feet to the POINT OF BEGINNING, shown on that certain Right of Way Plan for Metropolitan Atlanta Rapid Transit Authority, MARTA Drawing SE306, Lindbergh Roadway Improvements, prepared by URS Corporation, Donald C. Harris, P.E. No. 16969, dated 08-09-01, last revised 08-20-01, and based on a Boundary Survey for MARTA prepared by Greenhorn & O'Mara, Inc., Wright C. Powers, Ga. RLS #2612, dated 9-25-97.

#### TOGETHER WITH (MARTA Acquisition Parcel N643, Tract 2)

All that tract or parcel of land containing 4,611 square feet, lying and being in Land Lots 48 and 59 of the 17<sup>th</sup> District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at an iron pin at the intersection of the northerly right-of-way line of Lindbergh Drive and the easterly right-of-way line of Norfolk-Southern Railway, thence easterly along said northerly line of Lindbergh Drive the following courses: South 89 degrees 11 minutes 38 seconds East, 129.52 feet; 271.12 feet along the arc of a curve to the left, said curve having a radius of 2068.44 feet and a chord of 270.92 feet on a bearing of North 87 degrees 02 minutes 25 seconds East; North 81 degrees 14 minutes 19 seconds East, 281.10 feet; 4.66 feet along the arc of a curve to the left, said curve having a radius of 29.56 feet and a chord of 4.65 feet on a bearing of North 33 degrees 27 minutes 13 seconds East; North 03 degrees 24 minutes 12 seconds East, 7.19 feet; North 81 degrees 10 minutes 25 seconds East, 221.17 feet; North 81 07 29 East, 211.40 feet; North 74 degrees 46 minutes 26 seconds East, 33.59 feet to the POINT OF BEGINNING; thence continuing along said existing right-of-way North 74 degrees 46 minutes 26 seconds East, 74.06 feet to a point; thence continuing along said existing right-of-way North 80 degrees 36 minutes 28 seconds East, 127.02 feet to a point; thence continuing along said existing right-of-way South 86 degrees 37 minutes 59 seconds East, 31.86 feet to a point; thence continuing along said existing right-of-way South 80 degrees 43 minutes 55 seconds, 19.87 feet to a point; thence leaving said right-of-way and running along the proposed right-of-way of said Lindbergh Drive South 07 degrees 43 minutes 42 seconds East, 9.48 feet to a point; thence continuing along said proposed right-of-way to a point South 81 degrees 53 minutes 59 seconds West, 186.19 feet to a point; thence along said proposed right-of-way 57.10 feet along the arc of a curve to the left, said curve having a radius of 178.04 feet and a chord of 56.85 feet on a bearing of South 72 degrees 41 minutes 31 seconds West; thence continuing along said proposed right-of-way North 31 degrees 54 minutes 37 seconds West; 20.55 feet to the POINT OF BEGINNING, shown on that certain Right of Way Plan for Metropolitan Atlanta Rapid Transit Authority, Lindbergh Roadway Improvements, prepared by URS Corporation, Donald C. Harris, P.E. No. 16969, dated 08-09-01, last revised 08-20-01, MARTA Drawing SE306, and based on a Boundary Survey for MARTA prepared by Greenhorn & O'Mara, Inc., Wright C. Powers, Ga. RLS #2612, dated 9-25-97.



EXHIBIT E

MARTA PARCEL D3129

All that tract or parcel of land containing 304 square feet lying and being in Land Lot 59 of the 17<sup>th</sup> District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at an iron pin at the intersection of the northerly right-of-way line of Lindbergh Drive and the easterly right-of-way line of Norfolk-Southern Railway, thence easterly along said northerly line of Lindbergh Drive 288.36 feet to the POINT OF BEGINNING; thence leaving said right-of-way and running along the proposed right-of-way of Lindbergh Drive North 16 degrees 29 minutes 25 seconds East a distance of 2.38 feet to a point; thence continuing along said proposed right-of-way 62.73 feet along the arc of a curve to the left, said curve having a radius of 2484.77 feet, and a chord bearing and distance of North 85 degrees 34 minutes 01 seconds East, 62.73 feet; thence continuing along the said proposed right-of-way North 83 degrees 24 minutes 26 seconds East a distance of 118.08 feet to a point on the existing northerly right-of-way of Lindbergh Drive; thence along said existing right-of-way of Lindbergh Drive South 81 degrees 14 minutes 19 seconds West a distance of 69.07 feet; thence along said existing right-of-way 112.28 feet along the arc of a curve to the right, said curve having a radius of 2068.72 feet, and a chord bearing and distance of South 84 degrees 50 minutes 10 seconds West, 112.26 feet, to the POINT OF BEGINNING, shown on that certain Right of Way Plan for Metropolitan Atlanta Rapid Transit Authority, Lindbergh Roadway Improvements, prepared by URS Corporation, Donald C. Harris, P.E. No. 16969, dated 8-09-01, last revised 8-20-01, MARTA Drawing SE 305, and based on a Boundary Survey for MARTA prepared by Greenhorn & O'Mara, Inc., Wright C. Powers, Ga. RLS #2612, dated 9-25-97.

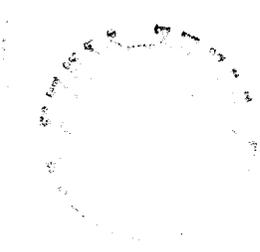


EXHIBIT F

MARTA PARCEL 44

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point 25.76 feet left of and opposite Station 38+21.06 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2), which point is the intersection of the existing northerly right-of-way line of Roxboro Road and the westerly right-of-way line of MARTA; thence along said westerly right-of-way line of MARTA N 40° 52' 40" E, 24.29 feet to a point on the proposed northerly right-of-way line of Roxboro Road; thence along said proposed northerly right-of-way S 83° 05' 33" E, 22.71 feet; thence continuing S 74° 39' 32" E, 61.00 feet; thence continuing N 81° 31' 40" E, 4.78 feet to a point on the easterly right-of-way line of MARTA; thence 26.08 feet along the arc of a curve to the right, said curve having a radius of 1914.00 feet and a chord of 26.07 feet on a bearing of S 40° 31' 06" W to a point on the existing northerly right-of-way line of Roxboro Road; thence N 76° 06' 41" W, 87.62 feet the POINT OF BEGINNING.

Reserving unto Grantor the following exclusive, perpetual, permanent easements necessary or incidental to Metropolitan Atlanta Rapid Transit Authority's maintenance and operation of a rapid transit system:

Reserved Permanent Footing Easement

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District of Fulton County, Georgia, being more particularly described as follows, as shown in blue on the attached plat:

BEGINNING at a point 30.38 feet left of and opposite Station 38+50.82 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2); thence north 15° 20' 28" east, 16.00 feet; thence south 74° 39' 32" east, 56.00 feet; thence south 15° 20' 28" west, 16.00 feet; thence north 74° 39' 32" west, 56.00 feet to the POINT OF BEGINNING, containing 896 square feet, less and except those portions of the above described tract or parcel of land located above elevation 907.0 feet above USC&GS 1929 Adjusted Mean Sea Level.

Together with:

Reserved Permanent Column Easement

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District of Fulton County, Georgia, being more particularly described as follows, as shown in red on the attached plat:



BEGINNING at a point 35.38 feet left of and opposite Station 38+49.82 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2); thence north 15° 20' 28" east, 6.00 feet; thence south 74° 39' 32" east, 58.00 feet; thence south 15° 20' 28" west, 6.00 feet; thence north 74° 39' 32" west, 58.00 feet to the POINT OF BEGINNING, containing 348 square feet, less and except those portions of the above described tract or parcel of land located below elevation 907.0 feet, and above elevation 929.1 feet, above USC&GS 1929 Adjusted Mean Sea Level.

Together with:

Reserved Permanent Aerial Easement

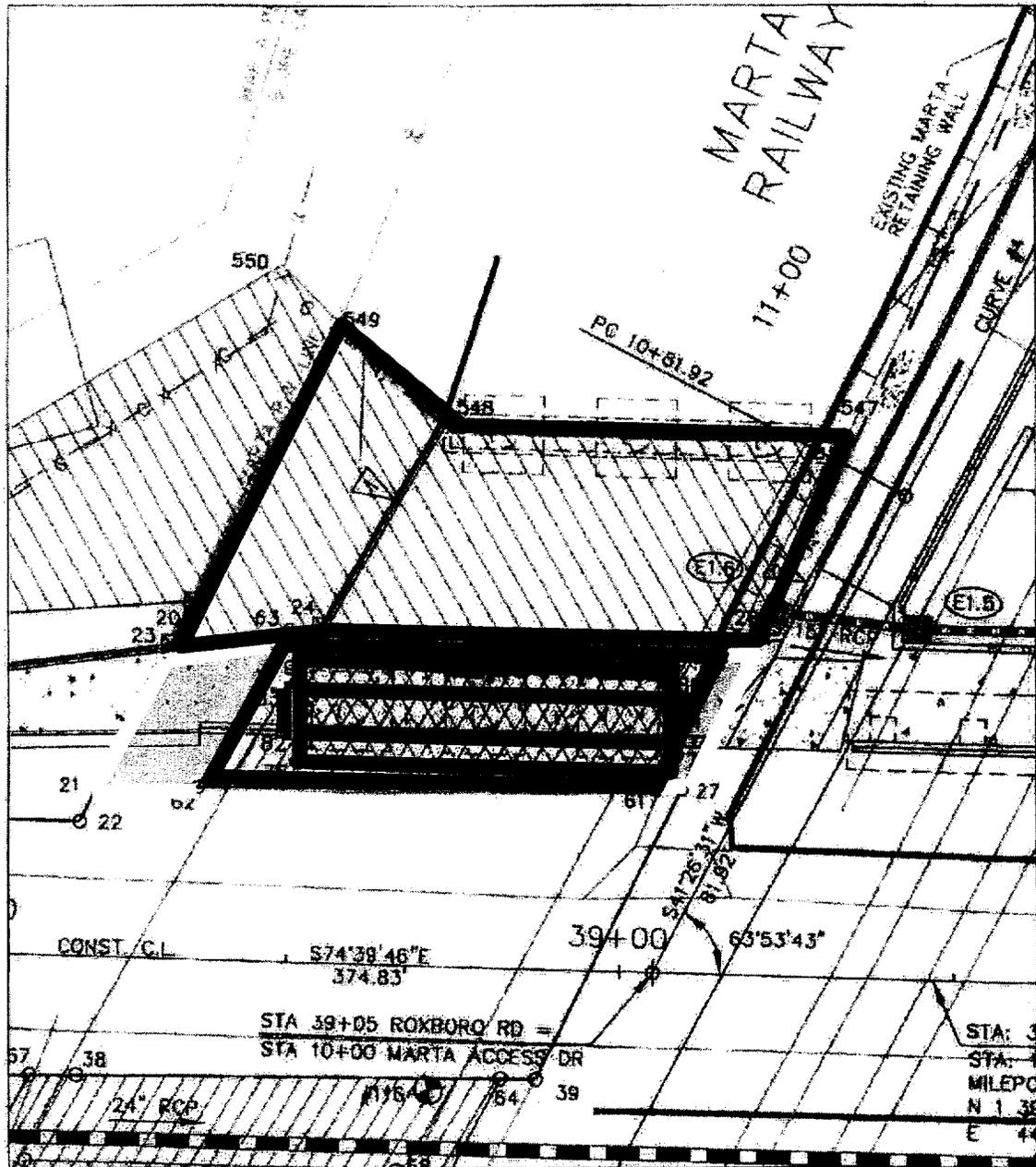
All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District of Fulton County, Georgia, being more particularly described as follows, as shown in orange on the attached plat:

BEGINNING at a point on the existing southerly right-of-way line of Roxboro Road, said point being 26.17 feet left of and opposite Station 38+36.06 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2); thence north 41° 26' 31" east, 27.48 feet to a point on the proposed northerly right-of-way line of Roxboro Road; thence along said proposed right-of-way line south 83° 05' 33" east, 4.46 feet; thence along said proposed right-of-way line south 74° 39' 32" east, 62.68 feet; thence south 41° 26' 31" west, 25.90 feet to a point on the existing northerly right-of-way line of Roxboro Road; thence north 76° 06' 41" west, 87.62 feet to the POINT OF BEGINNING, containing 1,615 square feet, less and except those portions of the above described tract or parcel of land located below elevation 929.1 feet above USC&GS 1929 Adjusted Mean Sea Level, as shown in orange on the attached plat.

Also granted is the right to an easement for the construction of slopes as shown colored in green on the attached plat. This easement will remain in place until the completion and acceptance of the project by the Department of Transportation.



[ATTACH PLAT SHOWING SLOPE EASEMENT]



	Fee
	Footing Easement
	Column Easement
	Aerial Easement
	Slope Easement

## EXHIBIT G

### MARTA PARCEL 45

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point 16.47 feet right of and opposite Station 38+87.80 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2), which point is the intersection of the easterly right-of-way line of MARTA and the existing southerly right-of-way line of Roxboro Road; thence along said easterly right-of-way line of MARTA 39.09 feet along the arc of a curve to the right, said curve having a radius of 1915.00 feet and a chord of 39.09 feet on a bearing of S 42° 57' 45" W; thence leaving said right-of-way N 74° 39' 46" W, 87.63 feet; thence N 61° 06' 03" W, 38.39 feet; thence N 74° 39' 56" W, 61.21 feet; thence S 63° 59' 13" W, 103.28 feet to a point on the existing right-of-way line of East Paces Ferry Road; thence along said existing right-of-way line 15.98 feet along the arc of a curve to the left, said curve having a radius of 435.00 feet and a chord of 15.98 feet on a bearing of N 20° 13' 07" E; thence continuing 107.43 feet along the arc of a curve to the right, said curve having a radius of 71.00 feet and a chord of 97.47 feet on a bearing of N 62° 30' 35" E; thence continuing S 74° 04' 38" E, 28.17 feet; thence N 15° 32' 46" E, 7.00 feet; thence S 76° 29' 19" E, 112.00 feet; thence continuing S 75° 44' 57" E, 68.78 feet to the POINT OF BEGINNING.

Reserving unto Grantor the following exclusive, perpetual, permanent easements necessary or incidental to Metropolitan Atlanta Rapid Transit Authority's maintenance and operation of a rapid transit system:

#### Reserved Permanent Footing Easement

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District of Fulton County, Georgia, being more particularly described as follows, as shown in blue on the attached plat:

BEGINNING at a point 30.72 feet right of and opposite Station 38+67.35 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2); thence south 15° 20' 14" west, 16.00 feet; thence north 74° 39' 46" west, 55.95 feet; thence north 15° 20' 14" east, 16.00 feet; thence south 74° 39' 46" east, 55.95 feet to the POINT OF BEGINNING, containing 896 square feet, less and except those portions of the above described tract or parcel of land located above elevation 909.5, USC&GS 1929 Adjusted Mean Sea Level.



Together with:

Reserved Permanent Column Easement

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District of Fulton County, Georgia, being more particularly described as follows, as shown in red on the attached plat:

BEGINNING at a point 35.72 feet right of and opposite Station 38+68.40 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2); thence south 15° 20' 14" west, 6.00 feet; thence north 74° 39' 46" west, 58.00 feet; thence north 15° 20' 14" east, 6.00 feet; thence south 74° 39' 46" east, 58.00 feet to the POINT OF BEGINNING, containing 348 square feet, less and except those portions of the above described tract or parcel of land located below elevation 909.5, and above elevation 928.8, USC&GS 1929 Adjusted Mean Sea Level.

Together with:

Reserved Permanent Aerial Easement

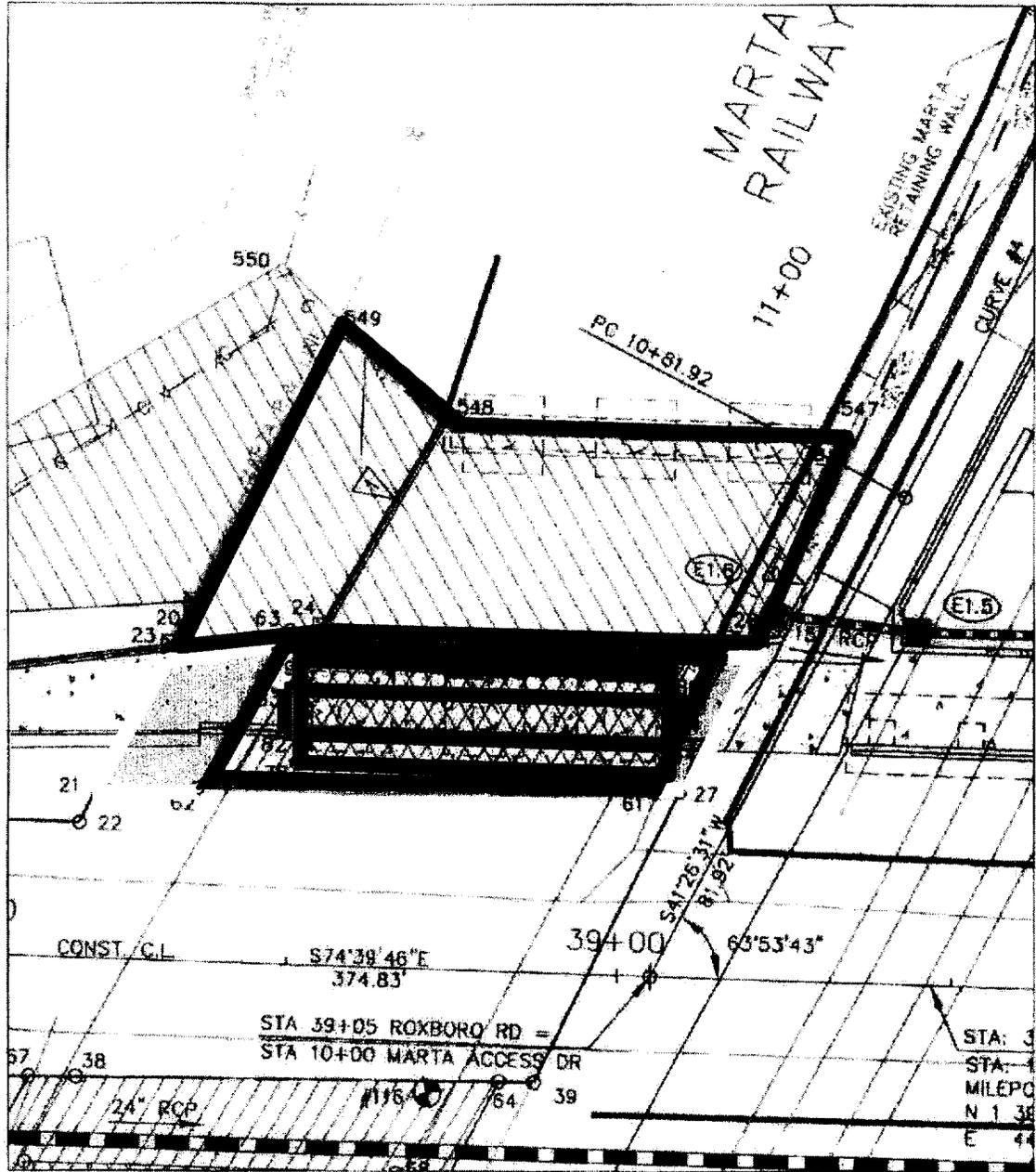
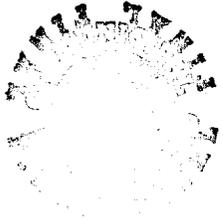
All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the existing southerly right-of-way line of Roxboro Road, said point being 16.53 feet right of and opposite Station 38+82.49 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2); thence south 42° 57' 50" west, 38.47 feet to a point on the proposed southerly right-of-way line of Roxboro Road; thence along said proposed right-of-way line north 74° 39' 46" west, 71.83 feet; thence north 42° 57' 50" east, 37.71 feet to a point on the existing southerly right-of-way line of Roxboro Road; thence south 76° 29' 19" east, 7.28 feet; thence south 74° 39' 46" east, 63.46 feet to the POINT OF BEGINNING, containing 2,393 square feet, less and except those portions of the above described tract or parcel of land located below elevation 928.8, USC&GS 1929 Adjusted Mean Sea Level, as shown in orange on the attached plat.

Also granted is the right to an easement for the construction of slopes as shown colored in green on the attached plat. This easement will remain in place until the completion and acceptance of the project by the Department of Transportation.



[ATTACH PLAT SHOWING TEMPORARY EASEMENT]



	Fee
	Footing Easement
	Column Easement
	Aerial Easement
	Slope Easement



[ATTACH PLAT SHOWING SLOPE EASEMENT]



## EXHIBIT G

### MARTA PARCEL 45

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District, Fulton County, Georgia, and being more particularly described as follows:

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Together with:

Reserved Permanent Column Easement

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District of Fulton County, Georgia, being more particularly described as follows, as shown in red on the attached plat:

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Together with:

Reserved Permanent Aerial Easement

All that tract or parcel of land lying and being in Land Lot 9 of the 17<sup>th</sup> District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the existing southerly right-of-way line of Roxboro Road, said point being 16.53 feet right of and opposite Station 38+82.49 on the construction centerline of Roxboro Road on Georgia Highway Project No. STP-9219(2); thence south 42° 57' 50" west, 38.47 feet to a point on the proposed southerly right-of-way line of Roxboro Road; thence along said proposed right-of-way line north 74° 39' 46" west, 71.83 feet; thence north 42° 57' 50" east, 37.71 feet to a point on the existing southerly right-of-way line of Roxboro Road; thence south 76° 29' 19" east, 7.28 feet; thence south 74° 39' 46" east, 63.46 feet to the POINT OF BEGINNING, containing 2,393 square feet, less and except those portions of the above described tract or parcel of land located below elevation 928.8, USC&GS 1929 Adjusted Mean Sea Level, as shown in orange on the attached plat.

Also granted is the right to an easement for the construction of slopes as shown colored in green on the attached plat. This easement will remain in place until the completion and acceptance of the project by the Department of Transportation.

RCS# 3665  
4/01/02  
5:35 PM

Atlanta City Council

Regular Session

02-R-0561

MARTA agreement for realignment of  
Lindbergh Dr., exchange of property, etc  
ADOPT AS AMEND

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 1  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 1

Y Smith	NV Archibong	Y Moore	A Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	B Woolard

02-R-0561

02-R-0561

(Do Not Write Above This Line)

RESOLUTION

BY: COUNCILMEMBER HOWARD SHOOK

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DETAILED AGREEMENT, ON BEHALF OF THE CITY OF ATLANTA, WITH METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY PROVIDING FOR THE REALIGNMENT OF LINDBERGH DRIVE AND EXCHANGE OF PROPERTY AT ROXBORO ROAD, ARMOUR CIRCLE AND PLASTERS BRIDGE ROAD, AND OTHER PURPOSES

*Councilmember Mitchell Abstained*

ADOPTED BY

APR 01 2002

COUNCIL

*Councilmember Mitchell Abstained*

AS AMENDED

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

Date Referred 3/18/02  
 Referred To: Transfiguration  
 Date Referred \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Date Referred \_\_\_\_\_  
 Referred To: \_\_\_\_\_

Committee \_\_\_\_\_  
 Date 3/18/02  
 Chair H. A. Shook  
 Referred to \_\_\_\_\_

Committee TRANSPORTATION

Date 3/18/02

Chair H. A. Shook

Action: As Amended

Fav, Adv, Hold (see rev. side)

Members

Yardley Mitchell  
Collette Mitchell  
Charles Smith  
James

Refer To \_\_\_\_\_

Committee \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_

Action: \_\_\_\_\_

Fav, Adv, Hold (see rev. side)

Other: \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred to \_\_\_\_\_

Committee \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_

Action: \_\_\_\_\_

Fav, Adv, Hold (see rev. side)

Other: \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

Committee \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_

Action: \_\_\_\_\_

Fav, Adv, Hold (see rev. side)

Other: \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

FINAL COUNCIL ACTION  
 2nd  
 1st & 2nd  
 3rd  
 Consent  
 V Vote  
 RC Vote  
 Readings

CERTIFIED

CERTIFIED  
APR 1 2002

*Clara Mitchell*

COUNCIL PRESIDENT PROTEM

CERTIFIED

APR 01 2002

*Deputy Municipal Clerk*

DEPUTY MUNICIPAL CLERK

MAYOR'S ACTION

*Mayor's Signature*  
**APPROVED**

APR 05 2002

MAYOR

**LARGE ATTACHMENT:**

**DOCUMENT(S),**

**MANUAL(S)**

**OR**

**MAP(S)**

**NOT COPIED,**

**PULL ORIGINAL**

**FOR COPY OR TO VIEW**