

11-0-1808

(Do Not Write Above This Line)

AN ORDINANCE
BY CITY UTILITIES COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE DOCUMENTS THAT WOULD GRANT PERMANENT EASEMENT RIGHTS TO THE GEORGIA POWER COMPANY ACROSS THREE TAX PARCELS OWNED BY THE CITY OF ATLANTA AND UNDER THE PURVIEW OF THE DEPARTMENT OF WATERSHED MANAGEMENT THAT ARE LOCATED IN THE LAND LOTS 150 AND 151 ON THE 17TH DISTRICT OF FULTON COUNTY, AND FOR OTHER PURPOSES.

ADOPTED BY
COUNCIL

JAN 17 2012

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: 1/3/12
 Referred To: City Utilities
 Date Referred:
 Referred To:
 Date Referred:
 Referred To:

Committee: Gary Chittles
 Date: 1/3/2012
 Chair: [Signature]
 Referred To: [Signature]

FINAL COUNCIL ACTION

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

CERTIFIED
 JAN 17 2012
 ATLANTA CITY COUNCIL, PRESIDENT
 [Signature]

CERTIFIED
 JAN 17 2012
 [Signature]
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
 JAN 26 2012
 WITHOUT SIGNATURE
 BY OPERATION OF LAW

Committee: Gary Chittles
 Date: Jan. 10 2012
 Chair: [Signature]
 Action: [Signature]
 Fav, Adv, Hold (see rev. side)
 Other:

Committee
 Date
 Chair
 Action
 Fav, Adv, Hold (see rev. side)
 Other

Members
 [Signature]
 [Signature]
 Refer To

Members
 [Signature]
 [Signature]
 Refer To



**AN ORDINANCE BY
CITY UTILITIES COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE DOCUMENTS THAT WOULD GRANT PERMANENT EASEMENT RIGHTS TO THE GEORGIA POWER COMPANY ACROSS THREE TAX PARCELS OWNED BY THE CITY OF ATLANTA AND UNDER THE PURVIEW OF THE DEPARTMENT OF WATERSHED MANAGEMENT THAT ARE LOCATED IN THE LAND LOTS 150 AND 151 ON THE 17TH DISTRICT OF FULTON COUNTY, AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Power Company (“GPC”) is upgrading its existing transmission infrastructure in metro Atlanta in order to support additional power generation from the new natural gas units at their Plant McDonough that are scheduled to come online between 2011 and 2012 (the “Project”); and

WHEREAS, GPC requires three permanent easements (the “Easements”) that total approximately 0.99 acres across Fulton County tax parcel identification numbers 17-0151-LL-012-7, 17-0150-0010-017-4 and 17-0150-0010-012-5, said tax parcels being owned by the City of Atlanta and under the purview of the Department of Watershed Management as more particularly described in the plats and legal descriptions attached as **Exhibit “A”**; and

WHEREAS, GPC will install new power poles and lines (the “Facilities”) in the areas associated with the Easements; and

WHEREAS, the proposed easement alignment along Huff Road is designed to allow for any future widening of Huff Road as well as to eliminate the need to remove the existing trees along Fulton County tax parcel 17-0151-LL-012-7; and

WHEREAS, GPC engaged a certified appraiser to conduct independent appraisals of the easement rights they have requested from the City of Atlanta, said rights being valued at \$307,750 in total, which is the amount GPC has agreed to pay the City in exchange for the Easements; and the Department of Watershed Management and Office of Enterprise Assets Management recommends accepting for the same.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

SECTION 1: The Mayor or his designee is authorized to execute easement documents and all other appropriate documents, in such forms approved and recommended by the City Attorney, granting permanent easements to the Georgia Power Company that will allow for the installation of facilities across City-owned property under the purview of the Department of Watershed Management, which include Fulton County tax parcels 17-0151-LL-012-7, 17-0150-0010-017-4 and 17-0150-0010-012-5, said easement documents to be recorded in the records of Fulton County, Georgia.



SECTION 2: The Mayor or his designee is authorized to accept compensation in the amount of \$307,750 in exchange for the City's granting of the Easements to the Georgia Power Company.

SECTION 3: That the proceeds from the sale shall be deposited to 5052 (Renewal & Extension Fund) -000002 (General Revenue)-3922001 (Proceeds from Sale of Capital Asset)

SECTION 4: That the easement documents will not become binding on the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, delivered to and received by the contracting parties, which easement documents shall be recorded in the records of Fulton County, Georgia.

SECTION 5: That all other ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

A true copy,



Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

JAN 17, 2012
JAN 26, 2012



 Name of Line -NORTHSIDE DRIVE - NORTHWEST 115 KV TRANSMISSION LINE
 No 9299
 Parcel No 049 Account No 69596-VBS-0-219038-0-0-3500000
 Letter File 6-3638 Deed File 15821 Map File P-188-2

State of Georgia
Fulton County

E A S E M E N T

For and in consideration of the sum of _____
Ten and 00/100 ***** Dollars
\$ 10.00 in hand paid by **Georgia Power Company**, A Georgia Corporation
 (hereinafter referred to as "Georgia Power" which term shall include successors
 and assigns), the receipt and sufficiency of which is hereby acknowledged,
City Of Atlanta, a Municipal Corporation of the State of Georgia
 (hereinafter referred to as "the Undersigned", which term shall include heirs,
 Successors and assigns) whose Post Office Address is _____
55 Trinity Avenue , Atlanta, GA 30303

does hereby grant to Georgia Power the rights to, from time to time, construct,
 operate, maintain, renew and rebuild overhead and underground electric
 transmission, distribution and internal communication lines, together with
 necessary or convenient towers, frames, poles, wires, manholes, conduits,
 fixtures, appliances, and protective wires and devices in connection therewith
 (all being hereinafter referred to as "the Facilities") upon or under a tract
 of land being more fully located and described below (hereinafter referred to
 as "the Premises"), together with the right of Georgia Power to grant, or
 permit the exercise of, the same rights, either in whole or in part, to others,
 with the express understanding that each such other company or person must
 obtain separate easement rights from Undersigned, and said rights are granted
 to Georgia Power together with all rights, privileges and easements necessary
 or convenient for the full enjoyment and use of the Premises for the purposes
 above described, including the right of ingress and egress to and from the
 Premises, in temporary emergency conditions only, over lands of the Undersigned
 and the right to cut away and keep clear, remove and dispose of all trees, with
 the express stipulation that existing trees within the easement area shall
 remain, and will be side trimmed according to Georgia Power historical side
 trimming for said trees, as mapped on the attached Exhibit A, with the further
 express understanding that in the event of Undersigned replacing said tree,
 such replacement tree species must be selected from the Georgia Power's
 Accepted and Recommended Vegetation List, and undergrowth and to remove and
 dispose of all obstructions now on the Premises or that may hereafter may be
 placed on the Premises by the Undersigned or any other person.



Parcel 049 Name of Line **-NORTHSIDE DRIVE - NORTHWEST 115 KV TRANSMISSION LINE**

Georgia Power shall also have, and is hereby granted, the right to install, maintain and use anchors or guy wires on lands of the Undersigned adjacent to the Premises and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Premises as long as such anchors or guy wires are located outside the Undersigned's security fence on the lands of the Undersigned or express permission is granted by the Undersigned to locate such facilities within Undersigned's security fence.

The Premises are shown on a plat made by or for Georgia Power, and on file in Georgia Power's Land Department and are described as follows:

The tract of land which is the subject of this Easement is more particularly shown on a Georgia Power Drawing entitled " Northside Drive - Northwest 115kV Transmission Line " , crossing the property of City Of Atlanta, designated as Exhibit "A", a copy of which is attached hereto, made a part hereof and incorporated by reference.

Georgia Power shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Premises by employees of Georgia Power and its agents, in the construction, reconstruction, operation and maintenance of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Premises as herein provided or which interfere with or may be likely to interfere with or endanger the Facilities or the proper maintenance and operation, provided the Undersigned shall give Georgia Power written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify Georgia Power of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Premises in the construction, operation and maintenance of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of Georgia Power.

The Undersigned will notify Georgia Power in the event of Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

All work performed by Georgia Power shall be performed in a good and workmanlike, lien-free manner, in accordance with all applicable laws, statutes and regulations of applicable governmental authorities, and Georgia Power shall place the lands disturbed by its construction activities in a condition substantially the same as existed prior to such construction activities.



Parcel 049 Name of Line -NORTHSIDE DRIVE - NORTHWEST 115 KV TRANSMISSION
LINE

Georgia Power shall maintain its facilities located on the Premises at its sole cost and expense.

The Undersigned has the right to use the Premises, which is defined as the easement area identified in the above referenced Exhibit "A", for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, or extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed ten (10) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to Georgia Power hereby) may be erected upon the Premises. Georgia Power shall design and build a new similar fence on the backside of the existing fence on the premises, then remove the existing fence.

To the fullest extent permitted by law, Georgia Power agrees that Undersigned shall not be liable to Georgia Power for any damages, costs, expenses, liability to third parties, including but not limited to governmental agencies, or for any liabilities or claims of any nature whatsoever, including but not limited to consequential damages, arising out of the construction, operation, maintenance, renewal and rebuilding of the Facilities and Georgia Power's use of the Premises. To the fullest extent permitted by Law, Georgia Power hereby releases and agrees to defend, indemnify and hold harmless Undersigned, its agents, subsidiaries, successors, and assigns from and against any and all direct or indirect demands, claims, payments, obligations, actions or causes of action, losses, damages, penalties, fines, liabilities, costs and expenses, including without limitation, all loss of and damage to any property whatsoever, and the loss of or interference with any use or service thereof, all loss and damage arising from any injury or claim of injury to, or death of, any person, to the extent arising from or related to Georgia Power's use of the Premises or Georgia Power's breach of any provision of this Easement; provided, however that Georgia Power's obligations and responsibilities under this agreement shall not apply to the extent caused by the negligence of the Undersigned, its agents, subsidiaries, successors or assigns. This release and indemnification shall survive the termination or cancellation of this Easement.

The Undersigned expressly grants to Georgia Power the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Premises (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify Georgia Power in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to Georgia Power.

Georgia Power shall not be liable for or bound by any statement, agreement or understanding not expressed herein.



Parcel 049 Name of Line **-NORTHSIDE DRIVE - NORTHWEST 115 KV TRANSMISSION LINE**

TO HAVE AND TO HOLD forever unto Georgia Power the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Premises.

IN WITNESS WHEREOF, the Undersigned ha__ hereunto set _____ hand__ and seal, this _____ day of _____, _____.

Signed, sealed and delivered in the presence of:

CITY OF ATLANTA,
a municipal corporation of the State of Georgia

Unofficial Witness

By: _____
Mayor Kasim Reed

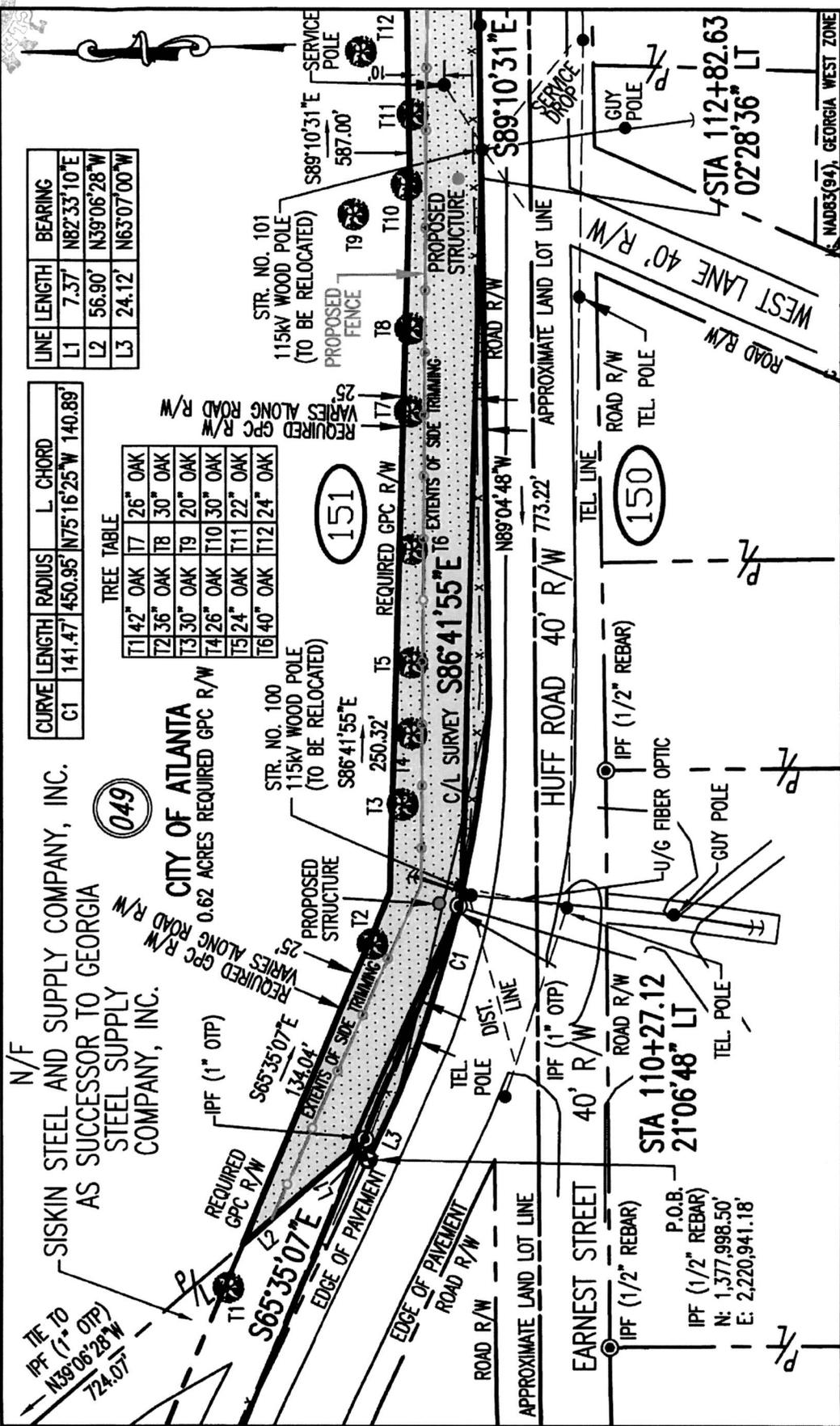
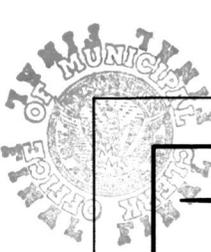
Print Name

Notary Public

Attest: _____
Municipal Clerk

My Commission Expires:

(NOTARY SEAL)



LINE	LENGTH	BEARING
L1	7.37'	N82°33'10"E
L2	56.90'	N39°06'28"W
L3	24.12'	N63°07'00"W

CURVE	LENGTH	RADIUS	L CHORD
C1	141.47'	450.95'	N75°16'25"W 140.89'

TREE TABLE		
T1	42" OAK	T7 26" OAK
T2	36" OAK	T8 30" OAK
T3	30" OAK	T9 20" OAK
T4	26" OAK	T10 30" OAK
T5	24" OAK	T11 22" OAK
T6	40" OAK	T12 24" OAK

N/F
 SISKIN STEEL AND SUPPLY COMPANY, INC.
 AS SUCCESSOR TO GEORGIA
 STEEL SUPPLY
 COMPANY, INC.

CITY OF ATLANTA
 0.62 ACRES REQUIRED GPC R/W

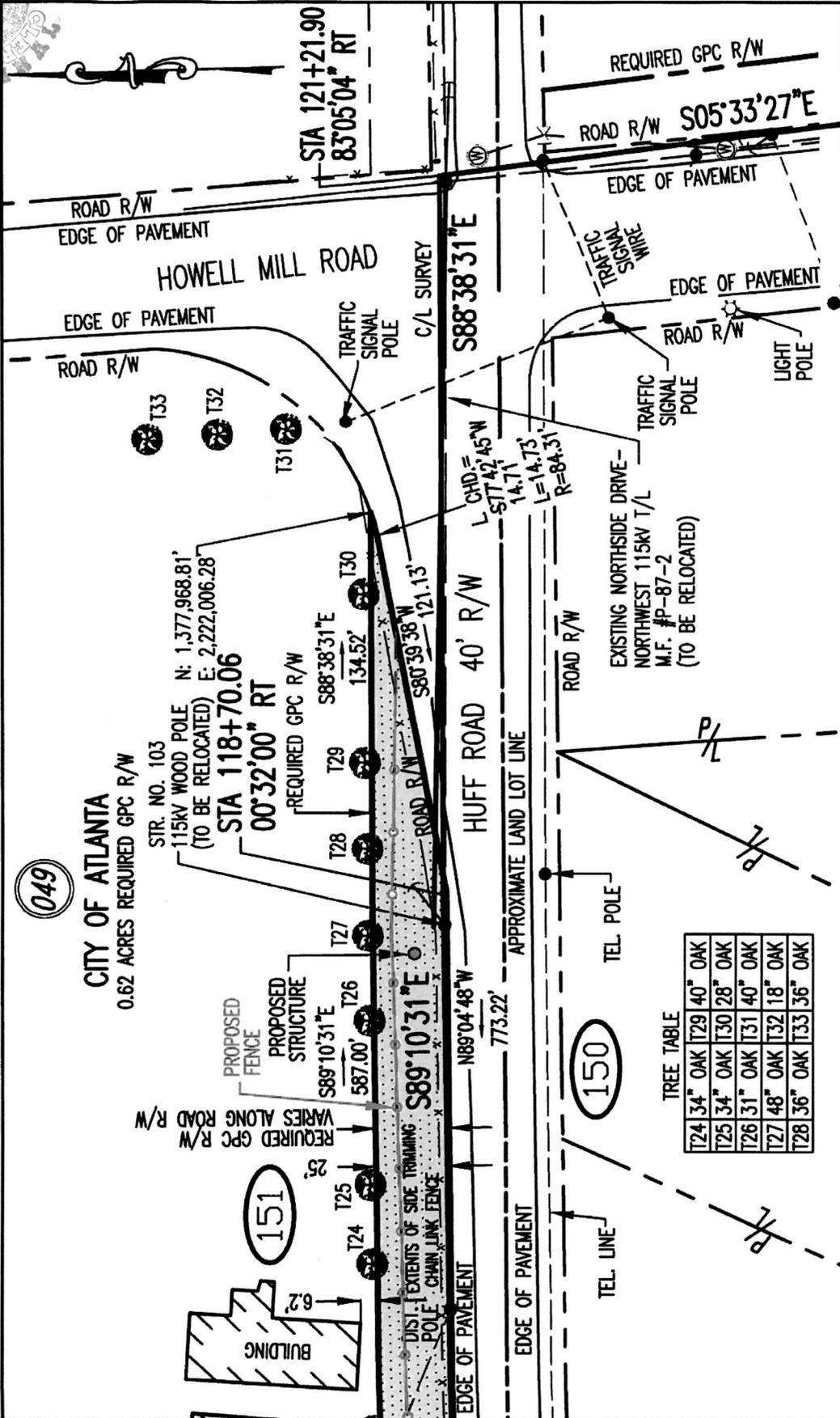
Reference GPC Map File #P-188-2 (Sheets 6 & 7 of 8) GEORGIA POWER COMPANY - LAND DEPARTMENT BASIS FOR BEARINGS IS GA LAMBERT CONFORMAL CONIC (GAG5)

NORTHSIDE DRIVE - NORTHWEST
115KV TRANSMISSION LINE
 CROSSING THE PROPERTY OF
CITY OF ATLANTA
 LAND LOT 151, 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA

DATE: 10-17-2011
 SCALE: 1" = 50'
 DRAWN BY: SNA/JB
 EXHIBIT A
 SHT 1 OF 3

- SYMBOL LEGEND**
- EXISTING POLE
 - ⊙ IRON PIN SET
 - ⊙ IRON PIN FOUND
 - ⊗ ROW MARKER
 - ⊙ PROPOSED STRUCTURE
 - ⊗ OUTCLAIMED R/W
 - ⊙ POINT OF BEGINNING (P.O.B.)
 - ⊙ P.O.C. = POINT OF COMMENCEMENT
 - ⊗ GPC REQUIRED R/W
 - ⊗ EXTENTS OF SIDE TRIMMING
 - ⊗ GAS VALVE
 - ⊗ WATER METER

I:\Work\2011\151\2007023_Northwest-Northside Drive Final.dwg Plot: 049-1.dwg Oct 17 2011 1:50:53pm



049

CITY OF ATLANTA
0.62 ACRES REQUIRED GPC R/W

STR. NO. 103
115KV WOOD POLE
(TO BE RELOCATED)
N: 1,377,968.81'
E: 2,222,006.28'
STA 118+70.06
00°32'00" RT
REQUIRED GPC R/W

STA 121+21.90
83°05'04" RT

HUFF ROAD 40' R/W

ROAD R/W S05°33'27"E
REQUIRED GPC R/W

TREE TABLE

T24	34"	OAK	T29	40"	OAK
T25	34"	OAK	T30	28"	OAK
T26	31"	OAK	T31	40"	OAK
T27	48"	OAK	T32	18"	OAK
T28	36"	OAK	T33	36"	OAK

Reference GPC Map File #P-188-2 (Sheets 6 & 7 of 8) GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(94), GEORGIA WEST ZONE
BASIS FOR BEARINGS IS GA LAMBERT CONFORMAL CONIC (GAS5)

DATE: 10-17-2011
SCALE: 1" = 50'
DRAWN BY: SNA/JB
EXHIBIT A
SHT 3 OF 3

NORTHSIDE DRIVE - NORTHWEST
115KV TRANSMISSION LINE
CROSSING THE PROPERTY OF
CITY OF ATLANTA
LAND LOT 151, 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA

PARCEL No. 049

SYMBOL LEGEND

- EXISTING POLE
- ⊙ IRON PIN SET
- ⊙ IRON PIN FOUND
- ⊗ ROW MARKER
- ⊙ PROPOSED STRUCTURE
- ▨ OUTCLAIMED R/W
- ⊗ EXISTING POLE
- ⊙ POINT OF BEGINNING (P.O.B.)
- ⊙ P.O.C. = POINT OF COMMENCEMENT
- ⊗ GPC REQUIRED R/W
- ⊙ EXTENTS OF SIDE TRIMMING
- ⊗ GAS VALVE
- ⊙ WATER METER

ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	01-17-12 ITEMS ADVERSED ON CONSENT
1. 11-O-1805 2. 11-O-1806 3. 11-O-1807 4. 11-O-1808 5. 11-O-1809 6. 11-O-1810 7. 11-O-1509 8. 12-O-0076 9. 11-O-1813 10. 11-O-1820 11. 12-O-0071 12. 12-O-0078 13. 12-R-0011 14. 11-R-1627 15. 11-R-1716 16. 11-R-1812 17. 12-R-0014 18. 12-R-0015 19. 12-R-0072 20. 12-R-0073 21. 12-R-0074 22. 12-R-0075 23. 12-R-0050 24. 12-R-0051 25. 12-R-0052 26. 12-R-0053 27. 12-R-0056 28. 12-R-0063 29. 12-R-0064 30. 12-R-0066 31. 12-R-0068 32. 12-R-0018 33. 12-R-0019 34. 12-R-0020 35. 12-R-0021	36. 12-R-0022 37. 12-R-0023 38. 12-R-0024 39. 12-R-0025 40. 12-R-0026 41. 12-R-0027 42. 12-R-0028 43. 12-R-0029 44. 12-R-0030 45. 12-R-0031 46. 12-R-0032 47. 12-R-0033 48. 12-R-0034 49. 12-R-0035 50. 12-R-0036 51. 12-R-0037 52. 12-R-0038 53. 12-R-0039 54. 12-R-0040 55. 12-R-0041	56. 12-R-0042 57. 12-R-0043 58. 12-R-0044 59. 12-R-0045