

11-0-1809

(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 CITY-OWNED PROPERTY ASSOCIATED WITH FIRE STATION 25 AT 2349 BENJAMIN E. MAYS DRIVE IN LAND LOT 183 OF THE 14TH DISTRICT OF FULTON COUNTY, AND FOR OTHER PURPOSES.

ADOPTED BY
JAN 17 2012
COUNCIL

Committee City Utilities
Date Jan 13 2012
Chair Michael C. Smith
Referred To City

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd

Readings

Consent V Vote RC Vote

CERTIFIED
JAN 17 2012
ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED
JAN 17 2012
Rudolph B. Douglas
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JAN 26 2012
WITHOUT SIGNATURE
BY OPERATION OF LAW

Committee City Utilities
Date Jan 10 2012
Chair Michael C. Smith
Action Fav, Adv, Hold (see rev. side)
Other

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

Members

Members

Refer To

Refer To

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

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



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CITY UTILITIES COMMITTEE**

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WHEREAS, the Department of Public Works (“DPW”) has plans to construct the Cascade Mays Streetscape project (the “Streetscape Project”) that will involve improvements to the intersection of Benjamin E. Mays Drive, Beecher Road and Cascade Road; and

WHEREAS, in order to construct the Streetscape Project, DPW requires the Georgia Power Company (“GPC”) to relocate existing power distribution lines out of the right-of-way and onto individual properties (the “Power Line Relocation Project”); and

WHEREAS, as part of the Power Line Relocation Project, GPC must acquire permanent easements from the City of Atlanta in order to relocate the power distribution lines onto Fulton County tax parcel number 14-0183-0003-008-0, which is the property associated Fire Station #25 under the purview of the Department of Fire Rescue; and

WHEREAS, the City and GPC entered into a franchise agreement (the “Franchise Agreement”) on December 8, 1965, where in return for payment of a portion of GPC’s annual gross sales, the City granted GPC the right to occupy and use the streets, alleys and public places of the City over a period of ninety-nine (99) years; and

WHEREAS, in consideration for GPC’s agreement to relocate its existing power lines out of the right of way of Benjamin E. Mays Drive and Beecher Road at the request of the City, and in recognition of the terms of the Franchise Agreement, GPC has requested that the City grant the permanent easements across the property associated with Fire Station #25 at no cost to GPC.

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

SECTION 1: The Mayor or his designee is authorized to execute easement documents conveying permanent easement interests to the Georgia Power Company that will allow for the installation of power distribution facilities onto and across City-owned property at 2349 Benjamin E. Mays Drive, which is identified as Fulton County tax parcel 14-0183-0003-008-0 and is operated by the Department of Fire Rescue as Fire Station #25.

SECTION 2: The Mayor or his designee is authorized to convey the permanent easement interests to the Georgia Power Company at no cost.

SECTION 3: 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 CASCADE - BENJAMIN MAYS STREETScape (FULTON COUNTY)
 No 11687 DISTRIBUTION LINE
 Parcel No 003 Account No 62282-H07910-0-GP892-30000000
 Letter File 9-8785 Deed File 17599 Map File N/A

State of Georgia

E A S E M E N T

Fulton County

Received of **Georgia Power Company**, hereinafter called the Company, the sum of Ten and 00/100 ***** Dollars (\$ 10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, in exchange for which the undersigned **City of Atlanta, a Municipal Coporation**, hereinafter the "Undersigned" whose Post Office Address is

68 Mitchell Street, Suite 1225, Atlanta, GA 30303, Attn: Real Estate

does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon along and across that tract of land owned by the undersigned at

2357 Benjamin E. Mays Road SW, Atlanta, GA 30303

(address of property in Land Lot 183 of the 14th Land District, Fulton County, Georgia .

Said lands being more particularly described on a plat prepared by Tibbitts Land Surveying, Inc. for Georgia Power Company Land Department marked "Exhibit A" and attached hereto and made a part hereof (the "Premises"),

together with the right to construct, operate, and maintain continuously upon and under said lands, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures, and appliances, including the right to attach internal communication facilities to said poles, to stretch internal communication or other lines on said poles, or under said lands and to attach related apparatus, fixtures, and appliances (all being hereinafter referred to as the "Facilities"), with the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company, or person, to said poles for electric, communications or other purposes, upon or under said lands with necessary appliances with the express understanding that each such other company or person must obtain separate easement rights from Undersigned; with the right to assign this easement in whole or in part; together with the right at all times to enter upon said lands for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures, and appliances, all trees and other obstructions that may in the opinion



Parcel 003 Name of Line CASCADE - BENJAMIN MAYS STREETScape (FULTON COUNTY)

of the Company now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures, and appliances; also the right of ingress and egress over the property of the undersigned to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and internal communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber. The Company shall pay or tender to the City or owner thereof a fair market value for any improvements, including fences, cut, damaged or destroyed on the Premises by employees or agents of the Company in the construction, reconstruction, operation, maintenance of the Facilities, provided the City shall give the Company Power written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done

To the fullest extent permitted by law, the Company agrees that Undersigned shall not be liable to the Company 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 the Company's use of the Premises. To the fullest extent permitted by Law, the Company 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 the Company's use of the Premises or the Company's breach of any provision of this Easement; provided, however that the Company'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 has the right to use the Premises for any purpose not consistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, 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 or otherwise interfere with any of the rights granted to Georgia Power hereby) may be erected upon the Premises.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution pole line, plus the right to implant, install and maintain three (3) anchors and guy wires in three (3) places in Easement Area #1 as shown on Exhibit "A", or in the areas immediately surrounding Easement Area



Parcel 003 Name of Line CASCADE - BENJAMIN MAYS STREETScape (FULTON COUNTY)

#1 as may be needed in the construction and maintenance of the above mentioned distribution line.

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

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

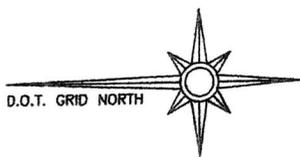
My Commission Expires:

(NOTARY SEAL)



EXHIBIT "A"

TIBBITTS LAND SURVEYING, INC.
362 WEST MEMORIAL DRIVE, DALLAS, GA 30132
770-443-1021

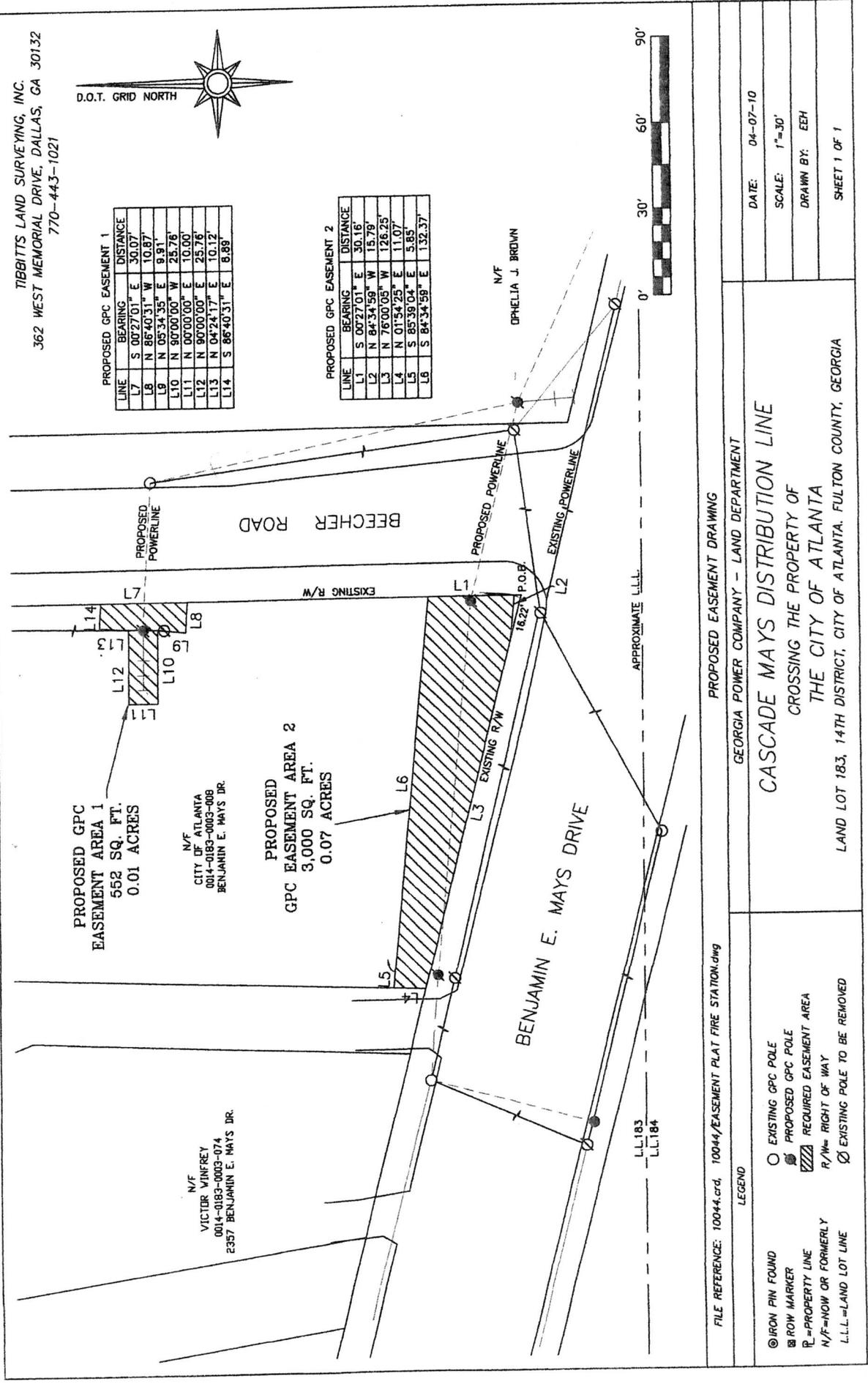


PROPOSED GPC EASEMENT 1

LINE	BEARING	DISTANCE
L7	S 00°27'01" E	30.07
L8	N 86°40'31" W	10.87
L9	N 05°34'35" E	9.91
L10	N 90°00'00" W	25.76
L11	N 00°00'00" E	10.00
L12	N 90°00'00" E	25.76
L13	N 04°24'17" E	10.12
L14	S 86°40'31" E	8.89

PROPOSED GPC EASEMENT 2

LINE	BEARING	DISTANCE
L1	S 00°27'01" E	30.16
L2	N 84°34'59" W	15.79
L3	N 76°00'05" W	126.25
L4	N 01°54'25" E	11.07
L5	S 85°39'04" E	5.85
L6	S 84°34'59" E	132.37



PROPOSED GPC EASEMENT AREA 1
552 SQ. FT.
0.01 ACRES

N/F
CITY OF ATLANTA
0014-0183-0003-008
BENJAMIN E. MAYS DR.

PROPOSED GPC EASEMENT AREA 2
3,000 SQ. FT.
0.07 ACRES

N/F
VICTOR VINFREY
0014-0183-0003-074
2357 BENJAMIN E. MAYS DR.

N/F
OPHELIA J. BROWN

PROPOSED EASEMENT DRAWING

GEORGIA POWER COMPANY - LAND DEPARTMENT

CASCADE MAYS DISTRIBUTION LINE
CROSSING THE PROPERTY OF
THE CITY OF ATLANTA
LAND LOT 183, 14TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA

DATE: 04-07-10
SCALE: 1"=30'
DRAWN BY: ECH
SHEET 1 OF 1

FILE REFERENCE: 10044.crv, 10044/EASEMENT PLAT FIRE STATION.dwg

LEGEND

- ⊙ IRON PIN FOUND
- ⊙ EXISTING GPC POLE
- ⊙ PROPOSED GPC POLE
- ▨ REQUIRED EASEMENT AREA
- ▨ R/W= RIGHT OF WAY
- N/F=NOW OR FORMERLY
- ⊘ EXISTING POLE TO BE REMOVED
- LL=LAND LOT LINE

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