

12-0-1495

(Do Not Write Above This Line)

AN ORDINANCE
BY CITY UTILITIES COMMITTEE

AN ORDINANCE AUTHORIZING THE ABANDONMENT OF CERTAIN SEWER EASEMENTS ON CERTAIN PROPERTY OWNED BY GEORGIA POWER COMPANY AND LOCATED IN LAND LOT 53 OF THE 17TH AND LAND LOT 17 OF THE 14TH DISTRICT OF FULTON COUNTY; ACKNOWLEDGEMENT AND AUTHORIZING THE ACCEPTANCE OF NEW EASEMENTS AND STORAGE AND SANITARY SEWER FACILITIES CONSTRUCTED AND DEDICATED BY GEORGIA POWER COMPANY UPON THE FINAL APPROVAL OF THE SAME; AUTHORIZING THE ACCEPTANCE OF A CERTAIN DRAINAGE EASEMENT FROM GEORGIA POWER COMPANY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS AND INSTRUMENTS; AND FOR OTHER PURPOSES.

ADOPTED BY

NOV 19 2012

COUNCIL

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

Date Referred 11/5/12

Referred To: City Utilities

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee City Utilities

Date 11/30/2012

Chair

Referred To

Committee

Date

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

CERTIFIED

CERTIFIED

NOV 19 2012

ATLANTA CITY COUNCIL PRESIDENT

Signature

CERTIFIED

NOV 19 2012

Signature
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

NOV 28 2012

WITHOUT SIGNATURE
BY OPERATION OF LAW



**AN ORDINANCE
BY CITY UTILITIES COMMITTEE**

AN ORDINANCE AUTHORIZING THE ABANDONMENT OF CERTAIN SEWER EASEMENTS ON CERTAIN PROPERTY OWNED BY GEORGIA POWER COMPANY AND LOCATED IN LAND LOT 53 OF THE 17TH AND LAND LOT 17 OF THE 14TH DISTRICT OF FULTON COUNTY; ACKNOWLEDGEMENT AND AUTHORIZING THE ACCEPTANCE OF NEW EASEMENTS AND STORM AND SANITARY SEWER FACILITIES CONSTRUCTED AND DEDICATED BY GEORGIA POWER COMPANY UPON THE FINAL APPROVAL OF THE SAME; AUTHORIZING THE ACCEPTANCE OF A CERTAIN DRAINAGE EASEMENT FROM GEORGIA POWER COMPANY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS AND INSTRUMENTS; AND FOR OTHER PURPOSES.

WHEREAS, Georgia Power Company (“Georgia Power”) owns certain real property located on Land Lot 53 of the 17th District and Land Lot 17 of the 14th District of Fulton County, Georgia (the “Property”); and

WHEREAS, the City of Atlanta has legal interest in certain easements and sewer facilities located on the Property related to the City’s combined stormwater and sanitary sewer conveyance system, as more particular described as “Existing Storm/Sanitary Sewer Easement” in the Amended and Restated Sewer Utility Easement attached and incorporated herein as Exhibit A (“Existing Sewer Easement”); and

WHEREAS, a portion of the stormwater and sanitary sewer facilities located on the Property and within the Existing Sewer Easement required relocation and reconstruction to accommodate an expansion of certain power facilities, known as the “Georgia Power Virginia Highlands Substation,” which also improved the City’s overall stormwater and sanitary sewer systems; and

WHEREAS, Georgia Power designed and constructed new separate storm sewer and sanitary conveyance systems on the Property (“New Improvements”), which are intended to be maintained and operated by the City as part of the City’s public sanitary and stormwater systems; and

WHEREAS, as part of the construction of the New Improvements, portions of the combined system located on the Property were removed and/or otherwise no longer serve any public purpose; and

WHEREAS, it is the City’s desire to abandon and otherwise release all claims to any interest in any unused easement and infrastructure which has no identifiable potential for future public use, and to dissolve and remove the encumbrance to the affected portion of the Property by quitclaiming all right associated with the City’s former interest in those unusable easements and infrastructure to Georgia Power (“Sewer Abandonment”); and



WHEREAS, Georgia Power desires to dedicate and the City desires to accept the New Improvements and all easements necessary for the future maintenance, repair, ownership and operation of the New Improvements upon the City's final approval of the New Improvements, in accordance with all City requirements, including without limitation, receipt and approval of as-built drawings and acceptable testing and inspection ("Dedication"); and

WHEREAS, the Commissioner of the Department of Watershed Management ("DWM") recommends the abandonment of the Existing Sewer Easement in exchange for receipt of an amended and restated sewer easement, as more particularly in the Amended and Restated Sewer Utility Easement attached and incorporated herein as Exhibit A; and

WHEREAS, Georgia Power further designed the New Improvements to contemplate the potential of storm water drainage onto the Property and outside of the storm water piping system; and Georgia Power further desires to grant the City a drainage easement and indemnification agreement for the design and function of the storm water system ("Drainage Easement"), as more particularly described in Exhibit B; and

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

Section 1. The portions of the combined sanitary and storm water sewer easements and infrastructure located on the Property described in the attached Exhibit A as "Existing Sewer Easement" are hereby released and otherwise abandoned as no longer useful or necessary for present or future public use and convenience in exchange for the Amended and Restated Sewer Utility Easement, as more particularly described in Exhibit A.

Section 2. The Mayor is authorized to execute an Amended and Restated Easement to quit claim and otherwise release any interests of the City in the Existing Sewer Easement in exchange for an Amended and Restated Easement, in substantial form as Exhibit A and in a form satisfactory to the City Attorney.

Section 3. The Mayor, or his authorized designee, is further authorized to accept the New Improvements, as further described in Exhibit A on the condition that the New Improvements meet all City specifications.

Section 4. The Mayor, or his authorized designee, is further authorized to accept a drainage and indemnification agreement from Georgia Power in a form acceptable to the City Attorney for the purposes described herein and in substantial form as Exhibit B.

Section 5. That any and all other easements upon the Property to the interest of the City of Atlanta shall remain in effect unchanged.



Section 6. The Mayor is authorized to execute and the City Attorney is authorized to prepare all necessary documents and instruments to effectuate the purposes set forth herein and to record all documents in the records of Fulton County as may be required.

Section 7. All ordinances and parts of ordinances in conflict with this ordinance are hereby waived to the extent of the conflict.

A true copy,

Deputy Municipal Clerk

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

November 19, 2012
November 28, 2012



Exhibit A

Amended and Restated Sewer Utility Easement



Return Recorded Document to:
 City of Atlanta
 Department of Watershed Management
 55 Trinity Avenue, Suite
 Atlanta, Georgia 30303
 Attn: Robert J. Hunter



Parcel Identification No.:
 Project:

**AMENDED AND RESTATED SEWER UTILITY
 SYSTEM EASEMENT**

STATE OF GEORGIA
 COUNTY OF _____

This indenture and conveyance (“Sewer Easement”) made this _____ day of _____, 2012, by and between Georgia Power Corporation, party of the first part (hereinafter called “Grantor”), and the City of Atlanta, a municipal corporation of the State of Georgia, party of the second part (hereinafter called “Grantee”), their respective successors and assigns:

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the benefits to be conferred on Grantor’s property, Grantor, and for and on behalf of his, her, its or their heirs, administrators, executors, successors and assigns and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through the lands of Grantor, being located in Land Lot 53 of the 17th District and Land Lot 17 of the 14th District of Fulton County, Georgia (herein called “Land”), said easement described as follows:

All that land lying and being in Land Lot 53 of the 17th District and Land Lot 17 of the 14th District of Fulton County, Georgia, said easement containing 1.033 acres, more or less, , as more particularly described in the legal description and plat attached and incorporated by reference herein as Exhibit “A” (hereinafter called “Easement Area”).

The rights, benefits, privileges and easements granted herein are intended to amend, restate and supersede Grantee’s rights, privileges and easements in the Land which existed prior to the date of this Sewer Easement, including but not limited to the area more particularly described as “Existing Storm/Sanitary Sewer Easement” in the legal description and plat attached and incorporated herein as Exhibit “B” (“Existing Sewer Easement”), said Existing Sewer Easement containing 0.857 acres, more or less; and Grantee does hereby remise, release, convey and forever quitclaim unto Grantor all of Grantee’s right, title and interest in the Property located within the Existing Sewer Easement in favor of the Easement Area granted herein.



The rights, benefits, privileges, and easements granted herein are for the purpose of the installation, construction, enlargement, use, replacement, reconstruction, maintenance, testing, inspection and repair, and the non-exclusive use and enjoyment of certain underground storm and sanitary sewer utility lines and all appurtenant facilities (hereinafter called "Installations") to channel, distribute or transport storm water and sewerage, together with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, and together with all rights, members and appurtenances to said easement and right-of-way in any way appertaining or belonging. The easements granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes described herein and shall include the right of entry into and upon the Land for the purpose of effecting the rights, privileges and easements set forth herein.

By acceptance hereof, Grantee hereby agrees with Grantor, and its successors and assigns in title, that the rights, privileges and easements granted herein shall be exercised according to the following:

1. Grantee shall operate, repair, replace and maintain continuously the Installations upon the Land.
2. Any construction, maintenance, repair or other work or activities performed on or within the Easement Area by Grantee shall be done in a good workmanlike manner and the Land shall be left in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas, permitted landscaped and grassed areas and other permitted improvements which may have been disturbed by such work are restored to their former condition as nearly as practicable; provided that if the affected area within the Easement Area is natural and has not been improved, such areas shall be smoothed to commercial lawn grade and seeded with grass following such activity.
3. Together with necessary easements and rights for ingress and egress over the Easement Area Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Easement Area, which removal is necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein. No encroachments or obstructions shall be placed on said Easement Area in any manner that is inconsistent with the use and enjoyment of easements, rights and privileges granted herein.
4. Grantee shall have the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Easement Area.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith.

Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein.



Grantor, as owner of the Land, across and through which this easement is granted, shall not be allowed any other or further relief from assessment and/or charges for sewers installed in any street or streets which abut the Land, except as provided by law.

Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Land above described, that it has a good and lawful right to convey said easements, rights and privileges granted herein, and that the Easement Area is completely free and clear of all encumbrances.

TO HAVE AND TO HOLD said permanent easement perpetually unto Grantee and its successors and assigns the rights, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the covenants herein set forth.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this instrument under seal as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

GRANTOR
Georgia Power Corporation

By: _____ (Seal)
Its:

Attest:

By: _____
Print:

Witness

Notary Public
My commission expires:

GRANTEE
CITY OF ATLANTA

BY: _____
Mayor

Attest:

Municipal Clerk (seal)

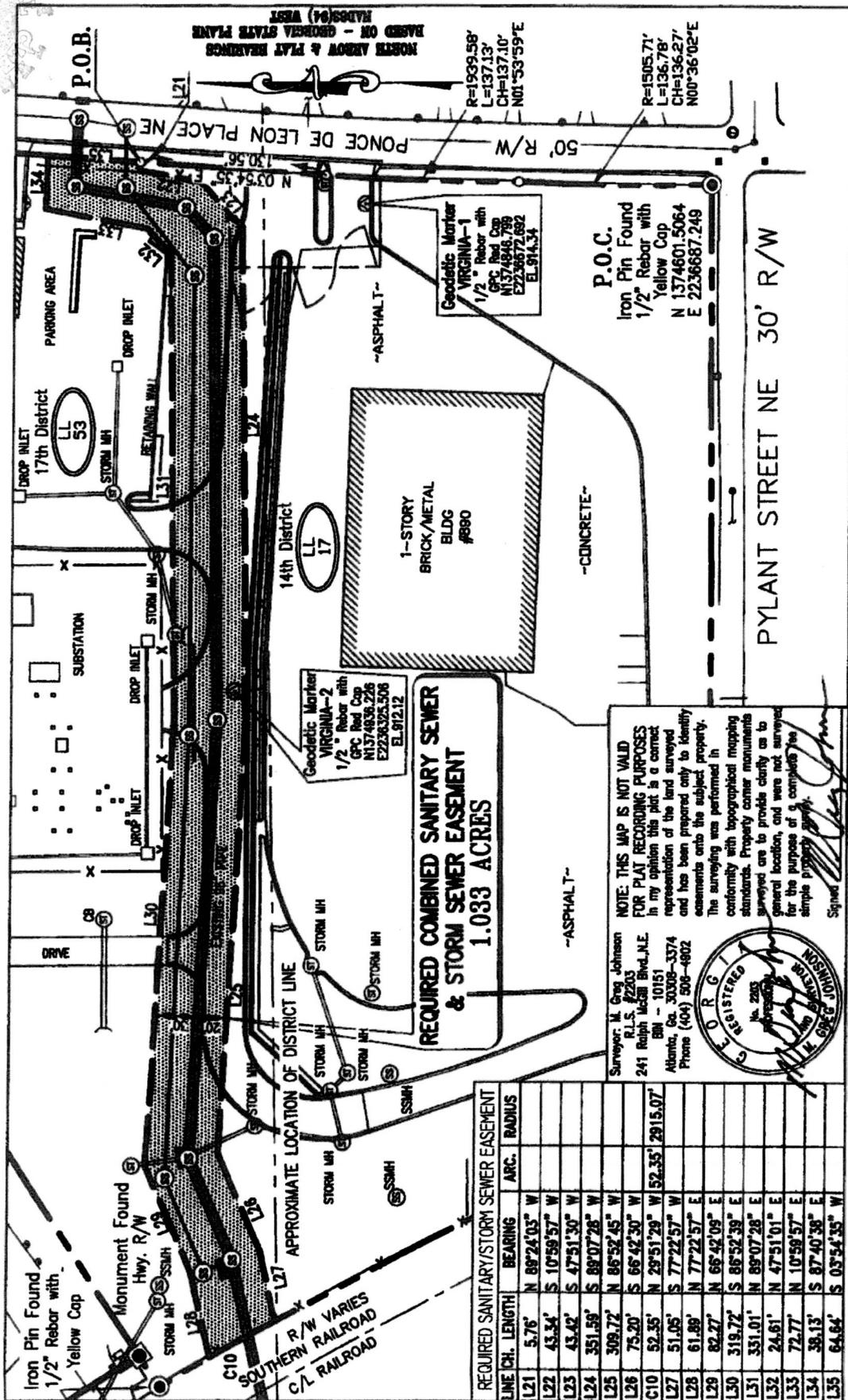
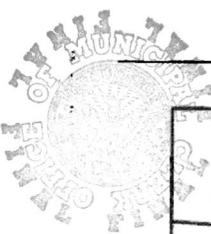
Witness

Notary Public
My commissioner expires



Exhibit "A"

Easement Area



REQUIRED COMBINED SANITARY SEWER & STORM SEWER EASEMENT
1.033 ACRES

NOTE: THIS MAP IS NOT VALID FOR PLAT RECORDING PURPOSES
 In my opinion this plat is a correct representation of the land surveyed and has been prepared only to identify easements onto the subject property. The surveying was performed in conformity with topographical mapping standards. Property corner monuments surveyed are to provide clarity as to general location, and were not surveyed for the purpose of a complete the simple property plat.

Signed: *[Signature]*
 Surveyor: M. Greg Johnson
 R.L.S. #2203
 241 Ralph McGill Blvd., N.E.
 B.N. - 10151
 Atlanta, Ga. 30308-3374
 Phone (404) 506-4902



LINE	CH.	LENGTH	BEARING	ARC.	RADIUS
L21	5.76'	N 89°24'03" W			
L22	43.34'	S 10°59'57" W			
L23	43.42'	S 47°51'30" W			
L24	351.59'	S 89°07'26" W			
L25	309.72'	N 86°52'45" W			
L26	75.20'	S 66°42'30" W			
C10	52.35'	N 29°51'29" W	52.35'	2915.07'	
L27	51.05'	S 77°22'57" W			
L28	61.89'	N 77°22'57" E			
L29	82.27'	N 66°42'09" E			
L30	319.72'	S 86°52'39" E			
L31	351.01'	N 89°07'28" E			
L32	24.61'	N 47°51'01" E			
L33	72.77'	N 10°59'57" E			
L34	38.13'	S 87°40'38" E			
L35	64.64'	S 03°54'35" W			

Reference GPC Map File P-103-5

- SYMBOL LEGEND**
- IRON PIN SET
 - EXISTING POLE
 - IRON PIN FOUND
 - PROPOSED GPC POLE
 - ⊗ ROW MARKER
 - ⊗ POINT OF BEGINNING (P.O.B.)
 - ⊗ GPC R/W MONUMENT
 - P.O.B. = POINT OF BEGINNING
 - ⊗ REQUIRED R/W
 - P.O.C. = POINT OF COMMENCEMENT

GEORGIA POWER COMPANY - LAND DEPARTMENT

VIRGINIA AVENUE 230KV SUBSTATION
REQUIRED STORM/SANITARY SEWER EASEMENT

CROSSING THE PROPERTY OF

GEORGIA POWER COMPANY

Land Lot 53, 17th District & Land Lot 17, 14th District, Fulton County, Georgia

DATE: 12/31/2009
 SCALE: 1" = 100'
 DRAWN BY: LAC
 EXHIBIT A
 SHT 1 OF 1



**Virginia Avenue 230 kV Substation
Legal Description of Required Storm/Sanitary Sewer Easement**

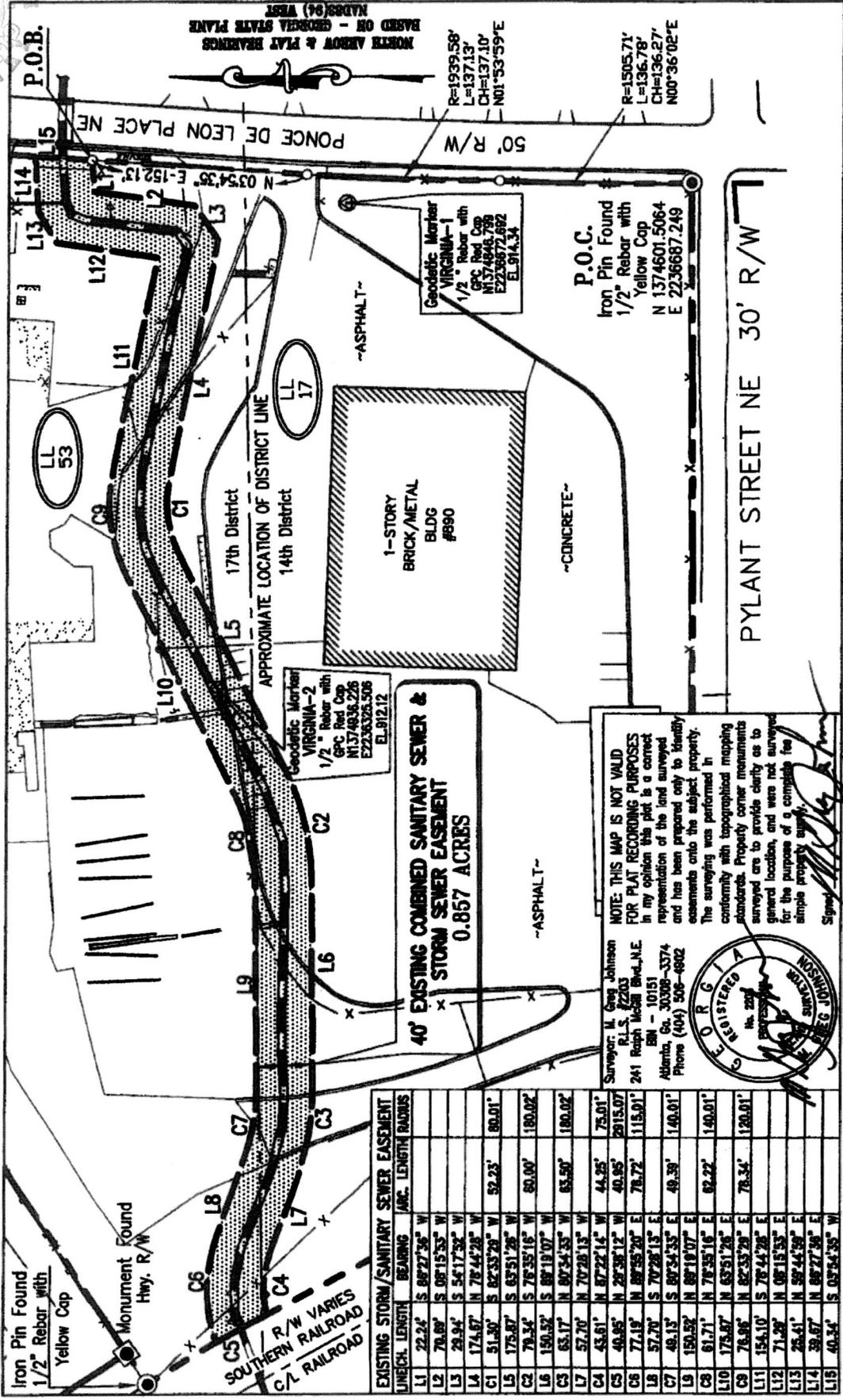
EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 53 of the 17th District and Land Lot 17 of the 14th District, Atlanta, Fulton County, Georgia, and being a new easement area required due to relocation of the original existing Storm/Sanitary Sewer Easement, said new easement area to be acquired being more particularly described as follows: COMMENCING on the Easterly side of the existing 50' road right-of-way of Ponce De Leon Place NE at its intersection with the Northerly side of the existing 30' road right-of-way of Pylant Street NE, said point being marked by an Iron Pin Found (1/2" Rebar with Yellow Cap) (IPF) and having a coordinate value of North 1374601.5064 and East 2236687.249, according to the Georgia State Plane Coordinate System, NAD83(94), West Zone; thence in a generally Northwesterly direction along a curve to the right, having a radius of 1505.71 feet and an arc distance of 136.78 feet, with a chord bearing and distance of North 00° 36' 48" East 136.78 feet to a point; thence in a generally Northwesterly direction along a curve to the right, having a radius of 1939.58 and an arc distance of 137.13, with a chord bearing and distance of North 01° 53' 59" East 137.10 feet to a point; thence, North 03° 54' 35" East for a distance of 130.56 feet to a point being the POINT OF BEGINNING; thence from said POINT OF BEGINNING North 89° 24' 03" West for a distance of 5.76 feet to a point; thence, South 10° 59' 57" West for a distance of 43.34 feet to a point; thence, South 47° 51' 30" West for a distance of 43.42 feet to a point; thence, South 89° 07' 28" West for a distance of 351.59 feet to a point; thence, North 86° 52' 45" West for a distance of 309.72 feet to a point; Thence, South 66° 42' 30" West for a distance of 75.20 feet to a point; thence, South 77° 22' 57" West for a distance of 51.05 feet to a point; thence in a generally Northeasterly direction along a curve to the left, having a radius of 2915.07 feet and an arc distance of 52.35, with a chord bearing and distance of North 29° 51' 29" West 52.35 feet to a point; thence, North 77° 22' 57" East for a distance of 61.89 feet to a point; thence, North 66° 42' 09" East for a distance of 82.27 feet to a point; thence, South 86° 52' 39" East for a distance of 319.72 feet to a point; thence, North 89° 07' 28" East for a distance of 331.01 feet to a point; thence, North 47° 51' 01" East for a distance of 24.61 feet to a point; thence, North 10° 59' 57" East for a distance of 72.77 feet to a point; thence, South 87° 40' 38" East for a distance of 38.13 feet to a point; thence, South 03° 54' 35" West for a distance of 64.64 feet to the POINT OF BEGINNING; said tract containing 1.033 acres, more or less.



Exhibit "B"

Existing Sewer Easement



EXISTING STORM/SANITARY SEWER EASEMENT	LINE/CH.	LENGTH	BEARING	ARC. LENGTH	RADIUS
L1	22.24'	S 89°27'36\"	W		
L2	70.00'	S 06°15'33\"	W		
L3	29.94'	S 54°17'38\"	W		
L4	174.67'	N 78°44'28\"	W		
C1	51.30'	S 82°33'28\"	W	52.23'	60.01'
L5	175.87'	S 63°51'28\"	W		
C2	79.34'	S 76°35'18\"	W	80.00'	180.02'
L6	150.52'	S 89°19'07\"	W		
C3	63.17'	N 80°54'33\"	W	63.50'	180.02'
L7	57.70'	N 70°28'13\"	W		
C4	43.61'	N 87°22'14\"	W	44.25'	75.01'
C5	40.95'	N 28°38'12\"	E	40.95'	2815.07'
C6	77.18'	N 89°58'20\"	E	78.72'	1115.01'
L8	57.70'	S 70°28'13\"	E		
C7	49.13'	S 89°54'33\"	E	49.39'	140.01'
L9	150.52'	N 89°19'07\"	E		
C8	61.71'	N 78°35'18\"	E	62.22'	140.01'
L10	175.87'	N 63°51'28\"	E		
C9	78.96'	N 82°33'28\"	E	78.34'	1120.01'
L11	154.10'	S 78°44'28\"	E		
L12	71.20'	N 06°15'33\"	E		
L13	26.41'	N 59°44'28\"	E		
L14	59.67'	N 89°27'36\"	E		
L15	40.34'	S 03°54'38\"	W		

NOTE: THIS MAP IS NOT VALID FOR PLAT RECORDING PURPOSES
 In my opinion this plat is a correct representation of the land surveyed and has been prepared only to transmit easements onto the subject property. The surveying was performed in conformity with topographical mapping standards. Property corner monuments surveyed are to provide clarity as to general location, and were not surveyed for the purpose of a complete fee simple property survey.

Surveyor: M. Greg Johnson
 R.L.S. #2203
 241 Ralph McGill Blvd., N.E.
 Atlanta, Ga. 30308-3374
 Phone (404) 506-4802

REGISTERED PROFESSIONAL SURVEYOR
 No. 2203
 State of Georgia

Reference GPC Map File P-103-4

SYMBOL LEGEND

- EXISTING POLE
- PROPOSED GPC POLE
- ⊗ POINT OF BEGINNING (P.O.B.)
- ⊠ GPC R/W MONUMENT
- ▨ EXISTING R/W

P.O.B.= POINT OF BEGINNING
 P.O.C.= POINT OF COMMENCEMENT

GEORGIA POWER COMPANY - LAND DEPARTMENT
VIRGINIA AVENUE 230KV SUBSTATION
EXISTING STORM/SANITARY SEWER EASEMENT
 CROSSING THE PROPERTY OF
GEORGIA POWER COMPANY
 Land Lot 53, 17th District & Land Lot 17, 14th District, Fulton County, Georgia

DATE: 12/31/2008
 SCALE: 1" = 100'
 DRAWN BY: LAC

EXHIBIT A
 SHT 1 OF 1



**Virginia Avenue 230 kV Substation
Legal Description of Original Existing Combined Storm/Sanitary Sewer Easement**

EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 53 of the 17th District and Land Lot 17 of the 14th District, Atlanta, Fulton County, Georgia, and being a new easement area required due to relocation of the original existing Storm/Sanitary Sewer Easement, said new easement area to be acquired being more particularly described as follows: COMMENCING on the Easterly side of the existing 50' road right-of-way of Ponce De Leon Place NE at its intersection with the Northerly side of the existing 30' road right-of-way of Pylant Street NE, said point being marked by an Iron Pin Found (1/2" Rebar with Yellow Cap) (IPF) and having a coordinate value of North 1374601.5064 and East 2236687.249, according to the Georgia State Plane Coordinate System, NAD83(94), West Zone; thence in a generally Northwesterly direction along a curve to the right, having a radius of 1505.71 feet and an arc distance of 136.78 feet, with a chord bearing and distance of North 00° 36' 48" East 136.78 feet to a point; thence in a generally Northwesterly direction along a curve to the right, having a radius of 1939.58 and an arc distance of 137.13, with a chord bearing and distance of North 01° 53' 59" East 137.10 feet to a point; thence, North 03° 54' 35" East for a distance of 152.13 feet to a point being the POINT OF BEGINNING; thence from said POINT OF BEGINNING South 86° 27' 36" West for a distance of 22.24 feet to a point; thence, South 08° 15' 53" West for a distance of 70.69 feet to a point; thence, South 54° 17' 52" West for a distance of 29.94 feet to a point; thence, North 78° 44' 28" West for a distance of 174.67 feet to a point; thence in a generally Southwesterly direction along a curve to the left, having a radius of 80.01 feet and an arc distance of 52.23, with a chord bearing and distance of South 82° 33' 29" West 51.30 feet to a point; thence, South 63° 51' 26" West for a distance of 175.87 feet to a point; thence in a generally Southwesterly direction along a curve to the right, having a radius of 180.02 feet and an arc distance of 80.00, with a chord bearing and distance of South 76° 35' 16" West 79.34 feet to a point; thence, South 89° 19' 07" West for a distance of 150.52 feet to a point; thence in a generally Northwesterly direction along a curve to the right, having a radius of 180.02 feet and an arc distance of 63.50, with a chord bearing and distance of North 80° 34' 33" West 63.17 feet to a point; thence, North 70° 28' 13" West for a distance of 57.70 feet to a point; thence in a generally Northwesterly direction along a curve to the left, having a radius of 75.01 feet and an arc distance of 44.25, with a chord bearing and distance of North 87° 22' 14" West 43.61 feet to a point; thence in a generally Northwesterly direction along a curve to the left, having a radius of 2915.07 and an arc distance of 40.95, with a chord bearing and distance of North 29° 38' 12" West 40.95 feet to a point; thence in a generally Northeasterly direction along a curve to the right, having a radius of 115.01 feet and an arc distance of 78.72, with a chord bearing and distance of North 89° 55' 20" East 77.19 feet to a point; thence South 70° 28' 13" East for a distance of 57.70 feet to a point; thence in a generally Southeasterly direction along a curve to the left, having a radius of 140.01 feet and an arc distance of 49.39, with a chord bearing and distance of South 80° 34' 33" East 49.13 feet to a point; thence, North 89° 19' 07" East for a distance of 150.52 feet to a point; thence in a generally Northeasterly direction along a curve to the left, having a radius of 140.01 feet and an arc distance of 62.22, with a chord bearing and distance of North 76° 35' 16" East 61.71 feet to a point; thence, North 63° 51' 26" East for a distance of 175.87 feet to a point; thence in a generally Northeasterly direction along a curve to the right, having a radius of 120.01 feet and an arc distance of 78.34, with a chord bearing and distance of North 82° 33' 29" East 76.96 feet to a point; thence, South 78° 44' 28" East for a distance of 154.10 feet to a point; thence, North 08° 15' 53" East for a distance of 71.29 feet to a point; thence, North 59° 44' 59"



East for a distance of 25.41 feet to a point; thence, North $86^{\circ} 27' 36''$ East for a distance of 39.67 feet to a point; thence, South $03^{\circ} 54' 35''$ West for a distance of 40.34 feet to the POINT OF BEGINNING; said tract containing 0.857 acres, more or less.



Exhibit B

Drainage Easement and Indemnification Agreement



IN WITNESS WHEREOF, the City and Georgia Power have hereunto set their hand(s) and seal(s), this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

GEORGIA POWER COMPANY (SEAL)

Witness

By: _____
Print name: O. Ben Harris
Title: Vice President – Land

Notary Public

Attest: _____
Print name: _____
Title: Corporate Secretary

Witness

CITY OF ATLANTA, GEORGIA (SEAL)

By: _____
Print name: _____
Title: Mayor

Notary Public

Attest: _____
Print name: _____
Title: Municipal Clerk

APPROVED AS TO INTENT:

APPROVED AS TO FORM:

City Attorney

APPROVED:

APPROVED:

Chief Financial Officer

Director-Bureau of Purchasing & Real Estate

RECOMMENDED:

Chief Operating Officer



Exhibit A



Exhibit B

RCS# 2400
11/19/12
2:23 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I
EXCEPT 12-O-1416
ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Bond
Y Hall	Y Wan	Y Martin	NV Watson
NV Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		11-19-12
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT
1. 12-O-1404	35. 12-R-1558	69. 12-R-1581
2. 12-O-1504	36. 12-R-1559	70. 12-R-1582
3. 12-O-1505	37. 12-R-1560	71. 12-R-1583
4. 12-O-1506	38. 12-R-1561	72. 12-R-1584
5. 12-O-1507	39. 12-R-1562	73. 12-R-1585
6. 12-O-1598	40. 12-R-1563	ITEMS ADVERSED ON CONSENT
7. 12-O-1515	41. 12-R-1564	74. 12-R-1586
8. 12-O-1516	42. 12-R-1596	75. 12-R-1587
9. 12-O-1525	43. 12-R-1617	76. 12-R-1588
10. 12-O-1526	44. 12-R-1625	77. 12-R-1589
11. 12-O-1609	45. 12-R-1626	78. 12-R-1590
12. 12-O-1611	46. 12-R-1538	79. 12-R-1592
13. 12-O-1495	47. 12-R-1540	80. 12-R-1593
14. 12-O-1497	48. 12-R-1541	
15. 12-O-1498	49. 12-R-1601	
16. 12-O-1608	50. 12-R-1602	
17. 12-O-1508	51. 12-R-1616	
18. 12-O-1509	52. 12-R-1511	
19. 12-O-1523	53. 12-R-1542	
20. 12-R-1566	54. 12-R-1543	
21. 12-R-1567	55. 12-R-1544	
22. 12-R-1568	56. 12-R-1612	
23. 12-R-1547	57. 12-R-1624	
24. 12-R-1548	58. 12-R-1570	
25. 12-R-1549	59. 12-R-1571	
26. 12-R-1619	60. 12-R-1572	
27. 12-R-1096	61. 12-R-1573	
28. 12-R-1347	62. 12-R-1574	
29. 12-R-1355	63. 12-R-1575	
30. 12-R-1531	64. 12-R-1576	
31. 12-R-1554	65. 12-R-1577	
32. 12-R-1555	66. 12-R-1578	
33. 12-R-1556	67. 12-R-1579	
34. 12-R-1557	68. 12-R-1580	