

#12

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13-0-1369

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1301369

First Reading

FINAL COUNCIL ACTION

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

AN ORDINANCE BY COUNCILMEMBER *OX*

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR EXISTING RIGHT-OF-WAY ENCROACHMENT ("ENCROACHMENT AGREEMENT") WITH DC-180 PEACHTREE, LLC AND 180 PEACHTREE RETAIL, LLC., OWNERS OF REAL PROPERTY LOCATED AT 180 PEACHTREE STREET, FOR THE PURPOSE OF PERMITTING AN EXISTING BASEMENT WHICH PRESENTLY EXTENDS INTO THE PUBLIC RIGHT-OF-WAY; TO WAIVE THE APPLICATION FEE, RENTAL FEE AND YEARLY INSPECTION FEE; TO EXECUTE AN ATTACHMENT EASEMENT AGREEMENT WITH DC-180 PEACHTREE, LLC AND FHM ATLANTA 150, LLC, ET AL., OWNERS OF REAL PROPERTY LOCATED AT 150 CARNEGIE WAY, FOR THE PURPOSE OF INSTALLING AND ATTACHING TO THE PARKING GARAGE, AND THEREAFTER MAINTAINING, EYEBOLT AND SPAN WIRE ATTACHMENTS IN SUPPORT OF AN OVERHEAD CATENARY SYSTEM FOR THE ATLANTA STREETCAR PROJECT; TO WAIVE MONTHLY PEDESTRIAN SKYBRIDGE FEE FOR 150 CARNEGIE WAY; AND FOR OTHER PURPOSES.

substitute AS Amended

Committee City Utilities

Date Nov. 12, 2013

Chair Holden

Action Fav, Adv, Hold (see rev. side)

Other AS Amended

Members [Signatures]

Refer To _____

Committee _____

Date _____

Chair _____

Action _____

Fav, Adv, Hold (see rev. side) _____

Other _____

Members _____

Refer To _____

CERTIFIED

CONSENT REFER

REGULAR REPORT REFER

ADVERTISE & REFER

1ST ADOPT 2ND READ & REFER

PERSONAL PAPER REFER

Date Referred 11/4/13

Referred To: City Utilities

Date Referred Referred To: _____

Date Referred: _____

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 _____

MAYOR'S ACTION

APPROVED

NOV 27 2013

WITHOUT SIGNATURE BY OPERATION OF LAW



AN ORDINANCE

BY COUNCILMEMBER C. T. MARTIN

AS SUBSTITUTED BY CITY UTILITIES COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR EXISTING RIGHT-OF-WAY ENCROACHMENT (“ENCROACHMENT AGREEMENT”) WITH DC-180 PEACHTREE, LLC AND 180 PEACHTREE RETAIL, LLC., OWNERS OF REAL PROPERTY LOCATED AT 180 PEACHTREE STREET, FOR THE PURPOSE OF PERMITTING AN EXISTING BASEMENT WHICH PRESENTLY EXTENDS INTO THE PUBLIC RIGHT-OF-WAY; TO WAIVE THE APPLICATION FEE, RENTAL FEE AND YEARLY INSPECTION FEE; TO EXECUTE AN ATTACHMENT EASEMENT AGREEMENT WITH DC-180 PEACHTREE, LLC AND FHM ATLANTA 150, LLC, ET AL., OWNERS OF REAL PROPERTY LOCATED AT 150 CARNEGIE WAY, FOR THE PURPOSE OF INSTALLING AND ATTACHING TO THE PARKING GARAGE, AND THEREAFTER MAINTAINING, EYEBOLT AND SPAN WIRE ATTACHMENTS IN SUPPORT OF AN OVERHEAD CATENARY SYSTEM FOR THE ATLANTA STREETCAR PROJECT; TO WAIVE MONTHLY PEDESTRIAN SKYBRIDGE FEE FOR 150 CARNEGIE WAY; AND FOR OTHER PURPOSES.

WHEREAS, DC-180 Peachtree, LLC and 180 Peachtree Retail, LLC are the owners of that certain parcel of land located at 180 Peachtree Street, Atlanta, GA 30303 (as described on Exhibit A); and

WHEREAS, DC-180 Peachtree, LLC and FHM Atlanta 150, LLC, et al. are the owners of that certain parcel of land located at 150 Carnegie Way, Atlanta, GA 30303 (as described on Exhibit A) (both owners hereinafter being jointly referred to as “Building Owner” and both parcels hereinafter being jointly referred to as “180 Building”); and

WHEREAS, the Building Owner has granted the City of Atlanta (“City”) certain (a) easement rights to install and thereafter maintain portions of an overhead catenary system (“OCS”) consisting of eyebolts, span wire attachments and related structural supports (“Facility”) on the 180 Building parking garage (as visually depicted on Exhibit B) and (b) access rights to the 180 Building to install and maintain portions of the OCS consisting of poles constructed in the public right-of-way (as visually depicted on Exhibit C), in order to facilitate the construction of the Atlanta Streetcar Project; and

WHEREAS, the 180 Building’s basement exists below grade, a part of which encroaches onto the City’s public right-of-way on Ellis Street and Peachtree Street (“Encroachment”); and

WHEREAS, the Building Owner desires to maintain the existing basement; and

WHEREAS, the City’s Code of Ordinances, at Sections 138-20, 138-22 and 138-24, require that an encroachment agreement be entered into between the City and Building Owner for



13-O-1369

authorization to allow the 180 Building to maintain the existing basement in the public right-of-way; and

WHEREAS, the Commissioner of the Department of Public Works will review the plans for the right-of-way encroachment and will determine that the existing basement will not adversely impact the ability of the affected right-of-way to handle pedestrian traffic or otherwise to perform its intended public function; and

WHEREAS, the Building Owner has agreed to conform to the conditions set forth in the City Code of Ordinances at Sections 138-20, 138-22 and 138-24; and

WHEREAS, the Building Owner desires to enter into an agreement with the City to grant the City an easement for the purpose of installing and attaching to the Building Owner's Parking Garage, and thereafter maintaining, eyebolt and span wire attachments in support of the OCS (as visually depicted on Exhibit B) for the Atlanta Streetcar Project ("Easement Agreement"); and

WHEREAS, the City and Building Owner desire to enter into the above-referenced Encroachment Agreement to serve as, among other reasons, consideration for the Easement Agreement; and

WHEREAS, the 180 Building will be exempted from paying the application, rental and yearly inspection fees as contained in Section 138-20(a) and Appendix B of the City Code of Ordinances; and

WHEREAS, installation of OCS consisting of poles constructed in the right-of-way encroachment area and the attachment of the Facility to the Parking Garage is required for the operation of the Atlanta Streetcar Project; and

WHEREAS, the Building Owner and City entered into that certain Skybridge Agreement dated as of December 9, 1975 ("Skybridge Agreement") for that certain pedestrian skybridge spanning Ellis Street, which requires the Building Owner to pay the City three hundred fifty and 00/100 U.S. Dollars (\$350.00) per month; and

WHEREAS, the City desires to enter into an amendment to the Skybridge Agreement with the Building Owner in order to waive the requirement to pay rent pursuant to the terms of the Skybridge Agreement in furtherance of the Atlanta Streetcar project for that certain pedestrian skybridge spanning Ellis Street, which requires the Building Owner to pay the City three hundred fifty and 00/100 U.S. Dollars (\$350.00) per month.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor is authorized, on behalf of the Department of Public Works, to enter into an Encroachment Agreement, as outlined in Section 138, Article II, of the City's Code of Ordinances with the Building Owner for the purpose of granting to Building Owner the right to continue to use, and the obligation to maintain, a basement in the public right-of-way located

at 180 Peachtree Street, in a form and pursuant to the conditions determined by the Commissioner of the Department of Public Works and the City Attorney, to be desirable and in the best interests of the City of Atlanta for this transaction.

SECTION 2: That the plans and specifications for said basement shall be submitted for the review and approval of the Commissioner of the Department of Public Works.

SECTION 3: That the Building Owner shall indemnify the City for any damages to persons or properties resulting from the maintenance of said basement.

SECTION 4: That the Building Owner shall comply with the conditions set forth in Sections 138-20, 138-22 and 138-24 of the City's Code of Ordinances.

SECTION 5: That the Building Owner is exempted from paying the application, rental and yearly inspection fees as contained in Section 138-20(a) and Appendix B of the City Code of Ordinances for the 180 Building, said fee requirements are hereby waived.

SECTION 6: That the Mayor is authorized, on behalf of the Department of Public Works, to enter into a Building Attachment Easement Agreement for the purpose of installing and attaching to the Parking Garage, and thereafter maintaining, the Facility in support of an OCS.

SECTION 7: That the City Attorney is directed to prepare an Encroachment Agreement and Building Attachment Easement Agreement acceptable as to form, for execution by the Mayor and Building Owner.

SECTION 8: That the Mayor is authorized to enter into an amendment to the Skybridge Agreement dated as of December 9, 1975 for the purpose of waiving the requirement to pay monthly rent for the pedestrian skybridge for 150 Carnegie Way.

SECTION 9: That the referenced Encroachment Agreement, amendment to Skybridge Agreement and Building Attachment Easement Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the agreements have been approved as to form by the City Attorney, executed by the Mayor, attested to by the Municipal Clerk and executed by the Building Owner.

SECTION 10: That this Ordinance shall become effective immediately upon signing by the Mayor or as otherwise provided by operation of law.

EXHIBIT A

LEGAL DESCRIPTION

Parcel One

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows: Unit 208 of 180 Peachtree Street, a Condominium, as such was formed and constituted by Declaration for 180 Peachtree Street, a Condominium, dated July 3, 2008, declared by Peachtree/Carnegie, LLC, recorded in Deed Book 46948, Page 508, et seq., Fulton County, Georgia records, Plans for 180 Peachtree Street, a Condominium, dated July 1, 2008, recorded in Floor Plan Condominium Book 40, Pages 107-121, aforesaid records, Plat for 180 Peachtree Street, a Condominium, dated July 2, 2008, recorded in Condo Plat Book 18, Pages 149-151, aforesaid records, as amended from time to time, together with its appurtenant percentage of undivided interest in the Common Areas (including Limited Common Areas) as set out in the aforesaid Declaration, Plans and Plats (the "Unit"). The foregoing Declaration, plat plans and allied instruments and amendments executed thereto, are incorporated herein by reference as a part of the description of the property described hereby.

Parcel Two

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

Beginning at the intersection formed by the westerly right-of-way line of Peachtree Street (variable r/w) with the northerly right-of-way line of Ellis Street (variable r/w), from the Point of Beginning thus established, proceed South $88^{\circ}42'12''$ West along said northerly right-of-way line of Ellis Street (variable r/w) for a distance of 248.79 feet to a point where said right-of-way line intersects the northeasterly right-of-way line of Carnegie Way (variable r/w); thence North $41^{\circ}18'57''$ West along said northeasterly right-of-way line of Carnegie Way (variable r/w) for a distance of 260.51 feet to a point where said right-of-way line intersects the easterly right-of-way line of Spring Street (variable r/w); thence North $10^{\circ}16'09''$ East along said easterly right-of-way line of Spring Street (variable r/w) for a distance of 66.30 feet to a point; thence departing said right-of-way line of Spring Street (variable r/w) and run North $89^{\circ}10'12''$ East for a distance of 76.49 feet to a point; thence North $09^{\circ}54'12''$ East for a distance of 0.90 feet to a point; thence North $89^{\circ}16'58''$ East for a distance of 331.31 feet to a point on the westerly right-of-way line of Peachtree Street (variable r/w); thence South $00^{\circ}12'49''$ East along said westerly right-of-way line of Peachtree Street (variable r/w) for a distance of 261.42 feet to a point on the northerly right-of-way line of Ellis Street (variable r/w) and the Point of Beginning; said tract or parcel containing 2.13778 acres or 93,122 square feet.

LESS AND EXCEPT:

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

Beginning at the intersection formed by the westerly right-of-way line of Peachtree Street (variable r/w) with the northerly right-of-way line of Ellis Street (variable r/w), from the Point of

Beginning thus established, proceed South 88°42'12" West along said northerly right-of-way line of Ellis Street (variable r/w) for a distance of 248.79 feet to a point where said right-of-way line intersects the northeasterly right-of-way line of Carnegie Way (variable r/w); thence North 41°18'57" West along said northeasterly right-of-way line of Carnegie Way (variable r/w) for a distance of 89.34 feet to a point; thence departing the northeasterly right-of-way line of Carnegie Way (variable r/w) and proceeding North 00°14'06" West for a distance of 196.10 feet to a point; thence North 89°16'58" East for a distance of 307.56 feet to a point on the westerly right-of-way line of Peachtree Street (variable r/w); thence South 00°12'49" East along said westerly right-of-way line of Peachtree Street (variable r/w) for a distance of 261.42 feet to a point on the northerly right-of-way line of Ellis Street (variable r/w) and the Point of Beginning; said tract or parcel containing 1.81024 acres or 78,854 square feet.

Parcel Two also described as:

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

Beginning at the northeastern right of way intersection of Carnegie Way and Spring Street; thence North 13 degrees 23 minutes 16 seconds East 66.64 feet to a point; thence South 87 degrees 29 minutes 29 seconds East 58.57 feet to a point; thence North 13 degrees 14 minutes 31 seconds East 0.90 feet to a point; thence South 3 degrees 15 minutes 01 seconds West along the East wall of a 5 story parking garage 196.42 feet to the right of way of Carnegie Way; thence North 37 degrees 56 minutes 25 seconds West 171.13 feet to the Point of Beginning. Said property being known as 171 Carnegie Way, NW, Atlanta, Georgia.

Parcel Three

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

Beginning at the intersection formed by the southwesterly right-of-way line of Carnegie Way (variable r/w) with the northwesterly right-of-way line of Fairlie Street (variable r/w), from the Point of Beginning thus established, proceed South 48°05'56" West along said northwesterly right-of-way line of Fairlie Street (variable r/w) for a distance of 201.20 feet to a point where said right-of-way line intersects the northeasterly right-of-way line of Williams Street (variable r/w, fka: James Street); thence North 41°39'56" West along said northeasterly right-of-way line of Williams Street (variable r/w, fka: James Street) for a distance of 101.89 feet to a point; thence departing said northeasterly right-of-way line of Williams Street (variable r/w, fka: James Street) and run North 48°18'05" East a distance of 201.64 feet to a point on the southwesterly right-of-way line of Carnegie Way (variable r/w); thence South 41°24'56" East along said southwesterly right-of-way line of Carnegie Way (variable r/w) for a distance of 101.18 feet to a point on the northwesterly right-of-way line of Fairlie Street (variable r/w) and the Point of Beginning; said tract or parcel containing 0.46950 of an acre or 20,451 square feet.

Parcel Three also described as:

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

for record February 13, 1976 at 9:04 a.m., recorded in Deed Book 6427, Page 418, aforesaid Records; as affected by Assignment and Assumption of Pedestrian Bridge Agreement between Macy's East, Inc., an Ohio corporation, and Atlanta Exchange LLC, a Delaware limited liability company, dated as of July 28, 2000, filed for record August 2, 2000 at 11:14 a.m., recorded in Deed Book 29328, Page 338, aforesaid Records;

As further affected by that certain Assignment and Assumption Agreement between Atlanta Exchange LLC and Peachtree/Carnegie LLC dated as of March 16, 2007, filed for record March 27, 2007, recorded in Deed Book 44706, Page 479, aforesaid records;

As further affected by that certain Assignment and Assumption Agreement (assigning a portion of the pedestrian bridge while retaining another portion) between Peachtree/Carnegie LLC dated July 7, 2008 and filed for record July 8, 2008 in Deed Book 46958, Page 51, as affected by Assignment and Assumption Agreement of Pedestrian Bridge Agreement between Peachtree/Carnegie LLC and Carter Validus Properties, LLC, dated as of the date hereof, to be recorded in aforesaid records (the "Bridge Agreement").

Beginning at the corner formed by the intersection of the Southwest side of Carnegie Way with the Northwest side of Fairlie Street; running thence in a northwesterly direction along the Southwest side of Carnegie Way a distance of One hundred one and twenty-five hundredths (101.25) feet to the property formerly owned by Mrs. Hattie H. High; running thence in a southwesterly direction along the Southwest line of said High property a distance of Two hundred two and fifteen hundredths (202.15) feet to the Northeast side of Williams Street (formerly known as James Street); running thence in a southeasterly direction along the Northeast side of Williams Street a distance of One hundred one and ninety hundredths (101.90) feet to the Northwest side of Fairlie Street; running thence in a northeasterly direction along the Northwest side of Fairlie Street a distance of Two hundred one and ninety-two (201.92) feet to the Southwest side of Carnegie Way and the point of beginning.

Parcel Four (Leasehold Interest)

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

Beginning at the intersection formed by the southeasterly right-of-way line of Cone Street (variable r/w) with the southwesterly right-of-way line of Carnegie Way (variable r/w), from the Point of Beginning thus established, proceed South $41^{\circ}24'56''$ East along said southwesterly right-of-way line of Carnegie Way (variable r/w) for a distance of 100.64 feet to a point; thence South $48^{\circ}18'05''$ West and departing said southwesterly right-of-way line of Carnegie Way (variable r/w) for a distance of 201.64 feet to a point on the northeasterly right-of-way line of Williams Street (variable r/w, fka: James Street); thence North $41^{\circ}39'56''$ West along said northeasterly right-of-way line of Williams Street (variable r/w, fka: James Street) for a distance of 101.84 feet to a point where said northeasterly right-of-way line of Williams Street intersects the southeasterly right-of-way line of Cone Street (variable, r/w); thence North $48^{\circ}38'28''$ East along said southeasterly right-of-way line of Cone Street (variable, r/w) for a distance of 202.08 feet to a point on the southwesterly right-of-way line of Carnegie Way (variable r/w) and the Point of Beginning; said tract or parcel containing 0.46917 of an acre or 20,437 square feet.

Parcel Four (Leasehold Interest) also described as:

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

Beginning at the corner formed by the intersection of the Southeast side of Cone Street with the Southwest side of Carnegie Way; running thence Southeast along the Southwest side of Carnegie Way 100.7 feet to the Northwest line of the lands now or formerly owned by Mimosa Corporation; running thence Southwest along said line of said lands 202 feet, more or less, to the Northeast side of Williams Street (formerly James Street); running thence Northwest along the Northeast side of Williams Street 101.85 feet to the Southeast side of Cone Street; running thence Northeast along the Southeast side of Cone Street 201.6 feet to the Southwest side of Carnegie Way and the point of beginning.

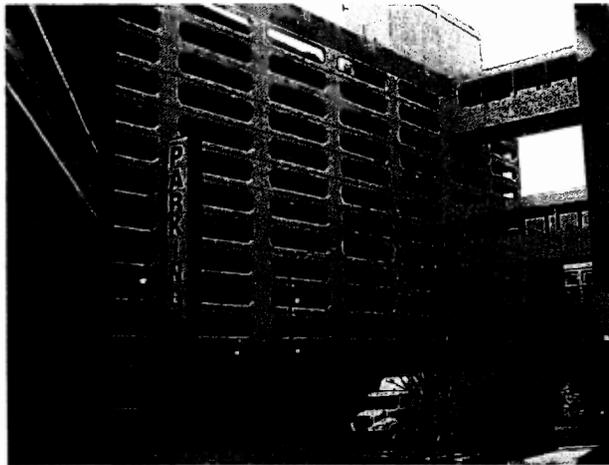
All of the above being... Together with rights and Privileges granted under that certain:

Agreement between the City of Atlanta, Georgia, Atmain Properties Corp., a Delaware corporation, and Carcone Parking, Inc., a Delaware corporation, dated December 9, 1975, filed

EXHIBIT B

ATLANTA STREETCAR OCS BUILDING ATTACHMENTS 150 CARNEGIE WAY PARKING GARAGE ATLANTA, GA

DRAWINGS ISSUED FOR CONSTRUCTION



SHEET INDEX	
SHEET NUMBER	DESCRIPTION
S0.0	COVER
S0.1	GENERAL NOTES
S1.0	PARTIAL PLAN AND PARTIAL ELEVATION
S2.0	SECTIONS AND DETAILS

WALTER P MOORE AND ASSOCIATES (ENGINEER OF RECORD)
PROJECT NO. D06.13001.00

0	6/26/13	SP		ISSUED FOR CONSTRUCTION	DESIGNED	JC		METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY WALTER P MOORE PROFESSIONAL ENGINEER STATE OF GEORGIA NO. 10000 EXPIRES 12/31/15 PHONE: 404.526.8474 FAX: 404.526.8486		ATLANTA STREETCAR OCS BUILDING ATTACHMENTS 150 CARNEGIE WAY PARKING GARAGE ATLANTA, GA	SCALE	AS SHOWN						
1	8/12/13	SP		ISSUED FOR CONSTRUCTION - REVISED	DRAWN	RC					CONTRACT PROPOSAL NUMBER	P21954						
					CHECKED	SP					DRAWING NO.	S0.0						
					IN CHARGE	SP					REV	0						
REV.	DATE	BY	SUB	APP.	DESCRIPTION	REV.	DATE	BY	SUB	APP.	DESCRIPTION	DATE	12 AUG 2013			TRAC#	NO	00

PROJECT NO. D06.13001.00
 DRAWING NO. S0.0
 DATE: 12 AUG 2013
 TIME: 10:00 AM
 USER: JCM
 PLOTTER: HP PLOTTER
 PLOTTER DRIVER: HP PLOTTER
 PLOTTER MODEL: HP PLOTTER
 PLOTTER SERIAL: HP PLOTTER
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 PLOTTER PORT: HP PLOTTER
 PLOTTER USERNAME: HP PLOTTER
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 PLOTTER SECURITY MESSAGE100: HP PLOTTER

EXHIBIT C

ATLANTA STREETCAR OCS POLE CONNECTIONS 180 PEACHTREE ST. ATLANTA, GA

DRAWINGS ISSUED FOR CONSTRUCTION



SHEET INDEX	
SHEET NUMBER	DESCRIPTION
S0.0	COVER
S0.1	GENERAL NOTES
S1.0	PARTIAL PLAN
S2.0	SECTIONS AND DETAILS

WALTER P MOORE AND ASSOCIATES (ENGINEER OF RECORD)
PROJECT NO. D06.13001.00

0 8/12/13 SP ISSUED FOR REVIEW 1 8/12/13 SP ISSUED FOR CONSTRUCTION		DA RELEASE DESCRIPTION DATE	APPROVED CHECKED DATE		METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY WALTER P MOORE <small>REGISTERED PROFESSIONAL ENGINEER STATE OF GEORGIA LICENSE NO. 10000</small>	 ATLANTA STREETCAR	ATLANTA STREETCAR OCS POLE CONNECTIONS 180 PEACHTREE STREET ATLANTA, GA	SCALE AS SHOWN P21954 SHEET NO. 0 OF 0
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GENERAL NOTES

1

I. DESIGN CRITERIA

A. GENERAL BUILDING CODE

1. The Construction Documents are based on the requirements of the Georgia Building Code 2009.

B. LIVE LOADS

1. OCS pole base reactions:

- Moment: 137 FT-K
- Shear: 6 K
- Vertical: 3 K

II. REINFORCED CONCRETE

A. CLASSES OF CONCRETE

1. All ready mix concrete shall conform to the requirements below unless noted otherwise on the drawings.

MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS	CONCRETE TYPE	EXPOSURE CLASS	MAXIMUM W/C RATIO	PERMISSIBLE AIR CONTENT	REQUIRED CEMENT REPLACEMENT	MAXIMUM AGGREGATE SIZE
4,000 PSI	NWC	F0	0.45	N/A	N/A	1"

B. HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE POURS

1. There shall be no horizontal construction joints in any concrete pours unless shown on the drawings. The Engineer shall approve all deviations or additional joints in writing.

C. REINFORCING STEEL

1. All Reinforcing Steel shall be ASTM A615 Grade 60 unless noted otherwise on the drawings or in these notes.

D. REINFORCING STEEL COVERAGE

1. Reinforcing steel coverage should conform to the requirements specified on the drawings. Cover specified shall be considered minimums that may require increasing where reinforcing steel intersects for different member types. Cover in structural members not specified in the details shall conform to the requirements of ACI 318 unless specified otherwise on the drawings.

III. STRUCTURAL STEEL

A. MATERIAL

1. Hot Rolled Structural Members: All hot rolled steel plates, shapes, sheet piling, and bars shall be new steel conforming to ASTM Specification A6.

2. ASTM Specification and Grade: Clearly mark the grade of steel on each piece, with a distinguishing mark visible from floor surfaces, for the purpose of field inspection of proper grade of steel. Unless noted otherwise on the drawings, structural steel shall be as follows:

- Round ICS Columns: ASTM A500, Grade B (Fy=42 ksi).
- Rectangular ICS: ASTM A500, Grade B (Fy=46 ksi).
- Base Plates: All base plates shall conform to ASTM A36 unless noted otherwise on the drawings.
- Connection Material: All connection material, except as noted otherwise herein or on the drawings shall conform to ASTM A36 unless a higher grade of steel is required by strength and provided the resulting sizes are compatible with the connected members.

B. STRUCTURAL BOLTS AND THREADED FASTENERS

1. A325 Bolts: All bolts in structural connections shall conform to ASTM A325 Type 1, unless indicated otherwise on the drawings.

C. WELDING

1. Unless noted otherwise, electrodes for welding shall conform to E70XX (SMAW), F70X-E0XX (SAW), ER70S-X (SMAW), or EXXX-X (CAW).

D. ANCHOR RODS

1. Unless indicated otherwise on the drawings, anchor rods shall conform to ASTM F 1554 Grade 55 (with Supplementary Requirement S1) and the size shall be 3/4" diameter and shall embed into the concrete foundation as shown on the drawings.

2

E. GROUT

1. Grout below structural steel base plates shall be non-metallic, non-shrink grout with a minimum strength of 6,000 psi.

IV. WATERPROOFING

A. SCOPE

1. Installation of OCS poles may jeopardize the existing waterproofing system around the poles and may cause water leakage in the future.

2. Assessment of the existing waterproofing system, and design of the new waterproofing for the installation of OCS poles is not part of Engineer's scope of work.

V. SUBMITTALS

A. SUBMITTAL LIST AND SCHEDULE

1. The General Contractor shall prepare a detailed list and schedule of all submittal items to be sent to the Structural Engineer prior to the start of construction. This list shall be updated and revised and kept current as the job progresses. The submittal list shall be organized as shown below:

2. Shop Drawings

- Product Data, Certificates, Reports, and Other Literature

3. Submittal Requirements:

- All shop drawings must be reviewed and electronically stamped by the General Contractor prior to submittal.
- Contractor shall provide the submittal in electronic portable document format (PDF) per the Specifications.
- The omission from the shop drawings of any materials required by the Contract Documents to be furnished shall not relieve the Contractor of the responsibility of furnishing and installing such materials, regardless of whether the shop drawings have been reviewed and approved.

4. Contractor's Review

- Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- Approval Stamp: Stamp each submittal with uniform approval stamp. Includes Project name and location, submittal number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

B. REPRODUCTION

1. The use of electronic files or reproductions of these contract documents by any contractor, subcontractor, erector, fabricator, or material supplier in lieu of preparation of shop drawings signifies their acceptance of all information shown herein as correct, and obligates themselves to any job expense, real or implied, arising due to any errors that may occur hereon.

VI. MISCELLANEOUS

A. CONTRACT DOCUMENTS

1. It is the responsibility of the General Contractor to obtain all Contract Documents and latest addenda and to submit such documents to all subcontractors and material suppliers prior to the submittal of shop drawings, fabrication of any structural members, and erection in the field.

2. The contract structural drawings and specifications represent the finished structure, and, except where specifically shown, do not indicate the method or means of construction. The Contractor shall supervise and direct the work and shall be solely responsible for all construction means, methods, procedures, techniques, and sequence.

3. If certain features are not fully shown or specified on the drawings or in the specifications, their construction shall be of the same character as shown or specified in similar conditions.

B. CONFLICTS IN STRUCTURAL REQUIREMENTS

1. Where conflict exists among the various parts of the structural contract documents, structural drawings, general notes, and specifications, the strictest requirements, as indicated by the Engineer, shall govern.

C. EXISTING CONDITIONS

1. The General Contractor shall verify all dimensions and conditions of the existing building at the job site and report any discrepancies from assumed conditions shown on the drawings to the Engineer prior to the fabrication and erection of any members.

3

2. Work shown on the drawings is new, unless noted as Existing.

3. Existing construction shown on the drawings was obtained from existing construction documents and limited site observation. These construction documents of existing construction are available for contractor use. However, the available drawings of existing construction are not necessarily complete. The contractor shall field verify all pertinent observations.

4. Structural distress and deterioration conditions exist in the structural slab components adjacent to OCS Pole 204. Existing structural distress conditions may pose hazardous conditions. Installation of OCS pole may exacerbate the existing distress in the surrounding structural elements. Review of the existing distress conditions in the structural slab system and the possible repair solution for the existing conditions is not in the scope of services of Walter P. Moore.

5. Demolition, cutting, drilling, etc. of existing work shall be performed with great care so as not to jeopardize the structural integrity of the existing building. If any architectural, structural, or MEP members not designated for removal interfere with the new work, the Engineer shall be notified immediately and approval obtained prior to removal of those members.

6. The contractor shall verify the location of existing utilities prior to the start of construction and take care to protect existing utilities that are to remain in service.

7. The contractor shall repair all damage caused during construction with similar materials and workmanship to restore conditions to levels acceptable to the Engineer.

D. ADJACENT BUILDINGS AND PROPERTY

1. The General Contractor shall ensure that all construction methods used will not cause damage to the adjacent buildings and property. This shall include all foundation, insulation.

2. The General Contractor is advised to perform all photographic surveys and other documentation of the adjacent buildings before the start of and during construction.

E. RESPONSIBILITY OF THE CONTRACTOR FOR STABILITY OF THE STRUCTURE DURING CONSTRUCTION

1. It is the responsibility of the Contractor to provide all required bracing during construction to maintain the stability and safety of all new poles during the construction process.

F. RESPONSIBILITY OF THE CONTRACTOR FOR CONSTRUCTION LOADS

1. The design loads providing information related to load carrying capacity of the existing structural components surrounding the OCS poles are unknown to the Engineer. The Contractor shall be responsible for checking the adequacy of the structure to support any applied construction loads, including those due to construction vehicles or equipment, material handling or storage, shoring or re-shoring, or any other construction activity per local, state and federal construction safety regulations. Engineer is not responsible to design or check the structure for the loads applied to the structure for any construction activity. If needed, Contractor shall engage an independent engineer licensed in the State of Georgia to assist in verifying the adequacy of the structure and its components for the planned construction loads.

G. CONTRACTOR SUBSTITUTIONS

1. Any materials or products submitted for approval that are different from the material or products specified in the structural contract documents will be approved only if the following criteria are satisfied:

- A cost savings to the Owner is documented and substantiated with the request.
- The material or product has been approved by the International Code Council (ICC) and the ICC report is submitted with the request.
 - The ICC ESR that is submitted must reference the building code under which the project is permitted.
 - ICC reports that have been discontinued at the time of product installation will not be accepted.

2. Submittals not satisfying the above criteria will not be considered.

H. THE STRUCTURAL ENGINEER'S ROLE DURING CONSTRUCTION

1. The Engineer shall not have control nor charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractor, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents.

2. Periodic site observation by field representatives of Walter P. Moore and Associates, if and when requested by URS, is solely for the purpose of becoming generally familiar with the progress and quality of the work completed and determining, in general, if the work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the structural contract documents. This limited site observation should not be construed as exhaustive or continuous to check the quality or quantity of the work, but rather periodic in an effort to keep the Owner reasonably informed about the progress and quality of the portion of the structure completed.

4

I. MAINTENANCE STATEMENT

1. All structures require periodic inspection and maintenance to extend lifespan and to ensure structural integrity from exposure to the environment. A planned program of inspection and maintenance of the OCS pole connections, pole footing, and the structural components of building supporting the poles shall be established by the owner of the Atlanta Streetcar Project. This program shall include such items as, but not limited to, painting of structural steel, protective coating for concrete, resealing caulked joints, expansion joints, control joints, spalls and cracks in concrete, and pressure washing of exposed structural elements exposed to environment.

VI. DRAWING INTERPRETATION

A. DRAWING VIEWS LABELED AS "TYPICAL"

1. Partial plans, elevations, sections, details, or schedules labeled with "Typical" at the beginning of their title shall apply to all situations occurring on the project that are the same or similar to those specifically shown. The applicability of the content of these views to locations on the plan can be determined from the title of the views. Such views shall apply whether or not they are keyed in at each location. Decisions regarding applicability of these "Typical" views shall be determined by the Structural Engineer.

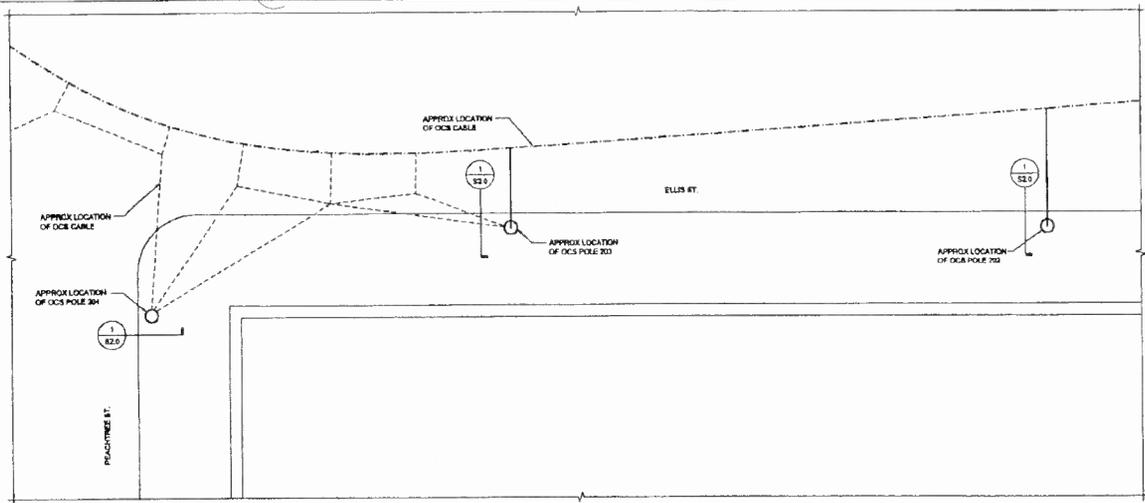
B. STRUCTURAL ABBREVIATIONS, SYMBOLS, AND NOTATIONS

The following abbreviations may be used on the structural drawings:

AT	AT	LSB	POUNDS
AND	AND	MOMENT	
NUMBER	MAX	MAXIMUM	
ROUND, DIAMETER	MEP	MECHANICAL, ELECTRICAL, & PLUMBING	
APPROX APPROXIMATE	MIN	MINIMUM	
ARCH ARCHITECTURAL	MISC	MISCELLANEOUS	
BLDG BUILDING	NTS	NOT TO SCALE	
BEARING	OC	ON CENTER	
C CENTERLINE	OCS	OVERHEAD CONTACT SYSTEM	
COLUMN	PL	PLATE	
CONC CONCRETE	PLF	POUNDS PER LINEAR FOOT	
FACH	PSF	POUNDS PER SQUARE FOOT	
EXIST EXISTING	PSI	POUNDS PER SQUARE INCH	
EVALUATION SERVICE REPORT	REIN	REINFORCEMENT	
FIELD VERIFY	TYP	TYPICAL	
K KIPS (1,000 LBS)	UNO	UNLESS NOTED OTHERWISE	
KSF KIPS PER SQUARE FOOT	VERT	VERTICAL	
KSI KIPS PER SQUARE INCH			

0	7/16/13	SP	ISSUED FOR REVIEW	DESIGNED	JC		METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY WALTER P. MOORE 1100 N. CHERRY STREET, SUITE 100 ATLANTA, GEORGIA 30309-3001 PHONE: 404-525-9800 FAX: 404-525-9844		SCALE	A5 SHOWN
1	8/12/13	SP	ISSUED FOR CONSTRUCTION	CHECKED	RC				CONTRACT PROPOSAL NUMBER	P21954
2	8/16/13	SP	ISSUED FOR CONSTRUCTION	IN CHARGE	SP				DRAWING NO.	SO.1
REV	DATE	BY	SUB	APP	DESCRIPTION				REV	PAGE

DATE: 16 AUG 2013 08/16/13



1 PARTIAL PLAN
NTS

ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY. IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSE SPECIFIED IN THE CONTRACT. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY.

0	7/16/13	SP		ISSUED FOR REVIEW	DESIGNED	JC
1	8/12/13	SP		ISSUED FOR CONSTRUCTION	DRAWN	RC
				ON RELEASE	CHECKED	SP
					ON CHANGE	SP
REV	DATE	BY	SUB	APP	DESCRIPTION	DATE
						12 AUG 2013



METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

WALTER P. MOORE
 PROFESSIONAL ENGINEER
 LICENSE NO. 12000
 STATE OF GEORGIA

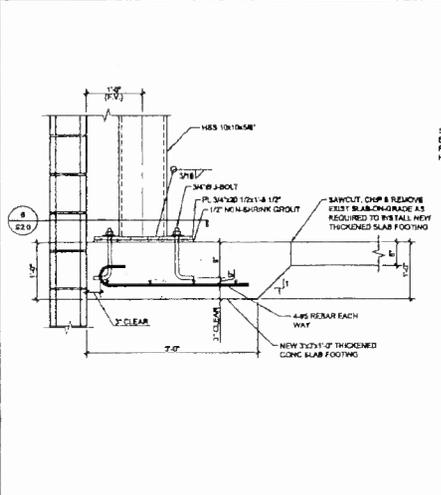


ATLANTA STREETCAR

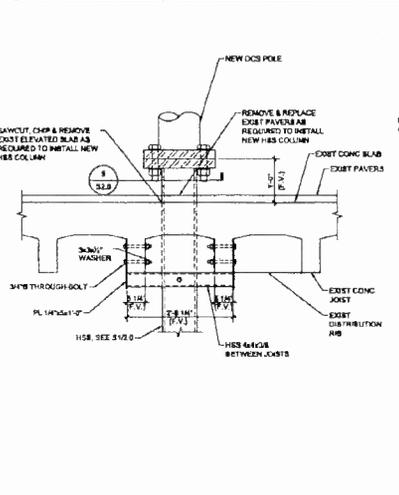
OCS POLE CONNECTIONS
 180 PEACHTREE STREET
 ATLANTA, GA

SCALE	
AS SHOWN	
CONTRACT PROPOSAL NUMBER	
P21954	
LOGSHEET NO	REV / PAGE NO
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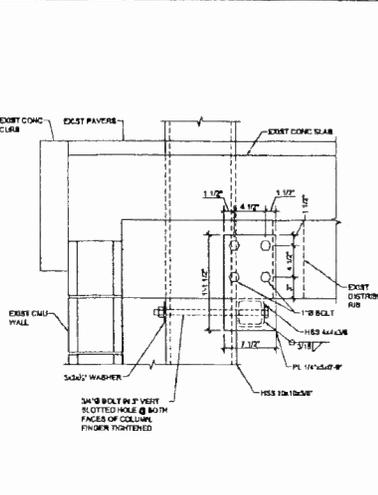
CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO PERFORMING ANY WORK. CONTRACTOR SHALL NOT DAMAGE EXISTING PAVER JOINT OR PAN JOINT REINFORCEMENT FIELD WITHIN EXISTING CONCRETE TESTING. CONTRACTOR SHALL FIELD LOCATE BELOW SLAB MEP, IF PRESENT. CONTRACTOR SHALL NOT DAMAGE EXISTING MEP.



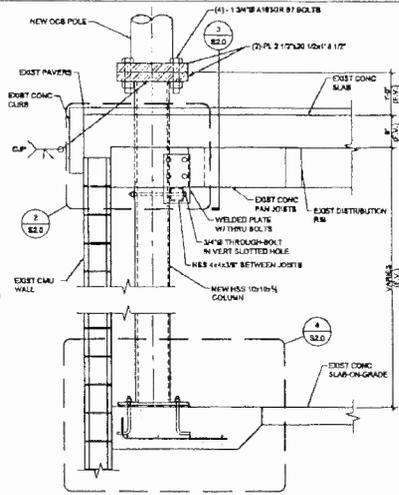
4 TYPICAL DETAIL - OCS POLE CONNECTION AND FOOTING
1'-1 1/2"



3 TYPICAL SECTION - OCS POLE CONNECTION
3/4" x 1'-0"

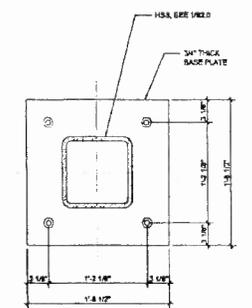


2 TYPICAL DETAIL - WELDED PLATE
1'-0" x 1'-0"



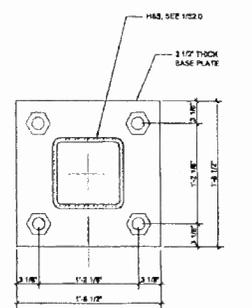
1 TYPICAL SECTION - OCS POLE CONNECTION AND FOOTING
3/4" x 1'-0"

- NOTES:
- CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO PERFORMING ANY WORK.
 - CONTRACTOR SHALL NOT DAMAGE EXISTING PAVER JOINT OR PAN JOINT REINFORCEMENT FIELD WITHIN EXISTING CONCRETE TESTING.
 - CONTRACTOR SHALL FIELD LOCATE BELOW SLAB MEP, IF PRESENT. CONTRACTOR SHALL NOT DAMAGE EXISTING MEP.



6 TYPICAL DETAIL - HSS COLUMN BASE PLATE
1'-0" x 1'-0"

- NOTES:
- BOLT PATTERN MATCHES WITH THE PATTERN PROVIDED BY LRS.



5 TYPICAL DETAIL - HSS COLUMN CAP PLATE
1'-0" x 1'-0"

- NOTES:
- BOLT PATTERN MATCHES WITH THE PATTERN PROVIDED BY LRS.

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
0	7/16/13	SP			ISSUED FOR REVIEW						
1	8/12/13	SP			ISSUED FOR CONSTRUCTION						

DESIGNED: JC
 DRAWN: RC
 CHECKED: SP
 IN CHARGE: SP
 DATE: 12 AUG 2013

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
 WALTER P MOORE
 1101 PEACHTREE STREET, SUITE 1200
 ATLANTA, GA 30309

ATLANTA STREETCAR
 OCS POLE CONNECTIONS
 180 PEACHTREE STREET
 ATLANTA, GA

SCALE	
AS SHOWN	
CONTRACT NUMBER	P21954
DELIVERY NO	S2.0
REV	0
TOTAL REV	03

RCS# 3157
11/18/13
2:42 PM

Atlanta City Council

13-O-1369

AGREEMENT FOR EXISTING RIGHT-OF-WAY
AT 180 PEACHTREE STREET
ADOPT ON SUB

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

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