

**AN ORDINANCE BY COUNCILMEMBER CLETA WINSLOW AS SUBSTITUTED BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ABANDON TO THE ATLANTA HOUSING AUTHORITY A PORTION OF HARRISON PLACE, S.W., LOCATED BETWEEN ELM STREET, S.W. AND JOHN HOPE DRIVE, S.W. CONSISTING OF APPROXIMATELY 0.202 ACRE OF LAND, LYING AND BEING IN LAND LOT 109 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA; TO WAIVE THE APPRAISAL REQUIREMENTS CONTAINED IN SECTION 138-9 OF THE CODE OF ORDINANCES; AND FOR OTHER PURPOSES. (ADVERTISED FOR A PUBLIC HEARING 6/11/13 AT 9:30 A.M. IN COMMITTEE ROOM #2)**

**Review List:**

Atlanta City Council	Completed	06/05/2013 11:02 AM
Office of Research and Policy Analysis	Completed	05/22/2013 2:09 PM
City Utilities Committee	Completed	05/30/2013 2:13 PM
Atlanta City Council	Completed	06/07/2013 10:08 AM
City Utilities Committee	Pending	
City Utilities Committee	Pending	

**HISTORY:**

05/20/13      Atlanta City Council      REFERRED WITHOUT OBJECTION

<b>RESULT:</b>	<b>REFERRED WITHOUT OBJECTION</b>
----------------	-----------------------------------

05/28/13      City Utilities Committee      HELD IN COMMITTEE

<b>RESULT:</b>	<b>HELD IN COMMITTEE [4 TO 0]</b>
<b>AYES:</b>	Howard Shook, Natalyn Mosby Archibong, Clarence "C. T." Martin, Carla Smith
<b>ABSENT:</b>	Alex Wan, Yolanda Adrean
<b>AWAY:</b>	Aaron Watson

06/03/13      Atlanta City Council      REFERRED WITHOUT OBJECTION

<b>RESULT:</b>	<b>REFERRED WITHOUT OBJECTION</b>
----------------	-----------------------------------

<b>RESULT:</b>	<b>REFERRED WITHOUT OBJECTION</b>
----------------	-----------------------------------

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

CITY COUNCIL  
ATLANTA, GEORGIA

13-O-1048

SPONSOR SIGNATURES

A handwritten signature in black ink that reads "Clete Winslow". The signature is written in a cursive style and is positioned above a horizontal line.

Clete Winslow, Councilmember, District 4

**ORDINANCE  
BY COUNCILMEMBER(S) WINSLOW  
SUBSTITUTED BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE BY COUNCILMEMBER CLETA WINSLOW AS SUBSTITUTED BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ABANDON TO THE ATLANTA HOUSING AUTHORITY A PORTION OF HARRISON PLACE, S.W., LOCATED BETWEEN ELM STREET, S.W. AND JOHN HOPE DRIVE, S.W. CONSISTING OF APPROXIMATELY 0.202 ACRE OF LAND, LYING AND BEING IN LAND LOT 109 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA; TO WAIVE THE APPRAISAL REQUIREMENTS CONTAINED IN SECTION 138-9 OF THE CODE OF ORDINANCES; AND FOR OTHER PURPOSES. (ADVERTISED FOR A PUBLIC HEARING 6/11/13 AT 9:30 A.M. IN COMMITTEE ROOM #2)**

WHEREAS, the City of Atlanta (“City”) and the Atlanta Housing Authority of City of Atlanta, Georgia (“Atlanta Housing Authority”) have worked as partners to provide affordable housing to the citizens of the City; and

WHEREAS, the Atlanta Housing Authority is engaged in the revitalization of University Homes into a new master planned, mixed-use, mixed-income, mixed-finance community; and

WHEREAS, in conjunction with the revitalization, the City has received a formal request from the Atlanta Housing Authority, the only abutting property, to abandon a portion of Harrison Place, S.W., consisting of approximately 0.202 acre of land and more specifically described in the attached Exhibit “A”; and

WHEREAS, the Atlanta Housing Authority has paid a fee of \$2,500.00 for the costs of advertisement of the abandonment as specified by Section 138-9(a)(5) of the City of Atlanta Code of Ordinances; and

WHEREAS, pursuant to Section 5(b) of the 1954 Cooperation Agreement (as shown in Exhibit “B”) entered into by and between the City, the Atlanta Housing Authority and Fulton County, the City has agreed to convey such abandoned street without cost or expense to the Atlanta Housing Authority; and

WHEREAS, the requirement contained in Section 138-9 of the Code of Ordinances regarding the obtaining of appraisals should therefore be waived; and

WHEREAS, the Department of Public Works has reviewed the request from the abutting property owner and has concluded that the abandonment of the portion of the right-of-way described herein will not have any adverse affect on traffic movement now and in the future.

NOW THEREFORE BE AND IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

SECTION 1: That any and all remaining portions of Harrison Place, S.W., between Elm Street, S.W. and John Hope Drive, S.W., consisting of approximately 0.202 acre of land and being more specifically described in the attached Exhibit "A", said property lying and being in Land Lot 109 of the 14<sup>th</sup> District of Fulton County, Georgia are hereby declared no longer useful or necessary for the public's use and convenience.

SECTION 2: That the City hereby expresses its intent to abandon said property located on Harrison Place, S.W. (as hereinabove defined).

SECTION 3: Pursuant to the terms of Section 5(b) of the 1964 Cooperation Agreement entered into by and between the City, the Atlanta Housing Authority and Fulton County, the City has agreed to convey the above referenced portion of Harrison Place, S.W. to the Atlanta Housing Authority at no cost or expense.

SECTION 4: That any and all reservations for existing public or private utility easements shall remain in effect for the purpose of entering the property to operate, maintain, or replace said utility facilities. These easements shall remain in effect until such time that said utilities are abandoned, removed, or relocated, at which time said easements shall expire.

SECTION 5: That the requirements with respect to obtaining an appraisal set out in Section 138-9 of the Code of Ordinances is hereby waived.

SECTION 6: That the Chief Procurement Officer shall perform all other responsibilities concerning the proposed abandonment, as outlined in the City's Code of Ordinances, including Section 2-1578.

SECTION 7: That the Mayor, or his designee, be and is hereby authorized to execute a Quitclaim Deed to convey any interest that the City may have in the above-referenced portion of Harrison Place, N.W. (herein described in Exhibit "A").

SECTION 8: That all existing ordinances or parts of ordinances in conflict with this ordinance shall be waived to the extent of the conflict only.



CITY OF ATLANTA

KASIM REED  
MAYOR

68 MITCHELL STREET, S.W.  
SUITE 4900, CITY HALL SOUTH  
ATLANTA, GEORGIA 30303-3531  
TEL. (404) 330-6501  
FAX. (404) 658-7085  
Email: [publicworks@atlantaga.gov](mailto:publicworks@atlantaga.gov)

DEPARTMENT OF PUBLIC WORKS  
RICHARD MENDOZA  
Commissioner  
  
DENTER C. WHITE  
Deputy Commissioner

**Request for Abandonment of Public Right-of-Way**

Date: 1/9/13

Name of Street: Harrison Place

Between Elm Street and John Hope Drive

Petitioner Name: The Housing Authority of the City of Atlanta, Georgia c/o Wm. James Talley, Jr.

**NOTE: Eligible petitioners are abutting property owner and/or their agents.**

Petitioner Phone(s) 404-817-7291 Cell: 678-576-2666 Email: James.Talley@atlantahousing.org

**Required Submittals**

The following submittals are required to initiate the process for consideration of abandonment of a public right-of-way:

- 1. A survey of plat area to be abandoned. Survey plat must be prepared by a registered surveyor in a manner suitable for filing. Plat is subject to review and approval by the Department of Public Works.
- 2. A legal description of area to be abandoned on 8 1/2 X 11 sheet.
- 3. A list of all abutting property owners, respective addresses, tax parcel codes, deed book and page number of title.
- 4. An owner's statement" from each abutting property owner
- 5. Fee of \$2,500 for streets abutting the development of residential subdivision, commercial or industrial tracts OR a fee of \$2,000 for streets abutting individual residential lots. This fee is applied to the cost of the appraisal of the parcel and advertisement of the proposed abandonment.
- 6. Any special information deemed necessary or appropriate by the Commissioner of the Department of Public Works
- 7. Warranty Deeds of all \_\_\_\_\_ properties abutting area to be abandoned.

Attachment: 2194 Harrison Place Abandonment Exhibit A (13-O-1048 : Abandon Portion of Harrison Place)

**Certificate of Intent**

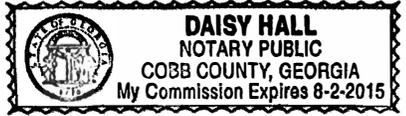
I, The Housing Authority of the City of Atlanta, Georgia the undersigned, do hereby certify that I am the qualified Petitioner for the abandonment of the above listed street and do intend to acquire the prorated portion of the abandoned street at fair market value as a condition of consideration of abandonment

*[Handwritten signature]*  
Signature of Property Owner

Daisy Hall

Notary Public  
12/20/12

Date



Attachment: 2194 Harrison Place Abandonment Exhibit A (13-O-1048 : Abandon Portion of Harrison Place)

**PROPERTY OWNER'S STATEMENT**

I, The Housing Authority of the City of Atlanta, Georgia (owner's name) the undersigned do hereby certify that I am the owner(s) of record of real property abutting Harrison Place a public right-of-way in the City of Atlanta.

I support X / do not support \_\_\_\_\_ the abandonment of the aforementioned right-of-way. If abandoned, I will X / will not \_\_\_\_\_ acquire at fair market value that portion of the right-of-way abutting my property, with the expectation that said fair market value will be a nominal amount, upon consideration of the following facts: (i) the aforementioned right-of-way is being abandoned in connection with the development thereon, for the public benefit, of subsidized low-income housing, and (ii) as of the date of this certification, AHA has expended in excess of \$1,000,000.00 of its funds to reconstruct and improve streets on land adjacent to the subject real property as part of the same overall subsidized low-income housing development, all of which street improvements have been or shall be dedicated at no cost to the City of Atlanta as public rights-of-way.

[Handwritten Signature]  
Signature of Property Owner

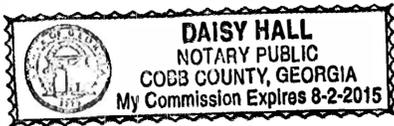
12/20/12  
Date

Renee Lee-Green, President Atlanta Housing Authority  
Print Name of Property Owner

12/20/12  
Date

\_\_\_\_\_  
Notary Public

12/20/12  
Date



Attachment: 2194 Harrison Place Abandonment Exhibit A (13-O-1048 : Abandon Portion of Harrison Place)

## **LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 109 OF THE 14TH DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF JOHN HOPE DRIVE (40 FOOT TOTAL RIGHT OF WAY WIDTH; 20 FEET EAST OF CENTERLINE) AND THE SOUTHERLY RIGHT OF WAY LINE OF PARSONS STREET (30 FOOT TOTAL RIGHT OF WAY WIDTH; 15 FEET SOUTH OF CENTERLINE);

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF JOHN HOPE DRIVE, SOUTH 00 DEGREES 31 MINUTES 10 SECONDS EAST, 308.94 FEET TO THE **POINT OF BEGINNING** AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF JOHN HOPE DRIVE AND THE NORTHERLY RIGHT OF WAY OF HARRISON PLACE (30 FOOT TOTAL RIGHT OF WAY WIDTH; 15 FEET NORTH OF CENTERLINE);

THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF HARRISON PLACE, NORTH 89 DEGREES 31 MINUTES 54 SECONDS EAST, 292.74 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HARRISON PLACE AND THE WESTERLY RIGHT OF WAY LINE OF ELM STREET (40 FOOT TOTAL RIGHT OF WAY WIDTH; 20 FEET WEST OF CENTERLINE);

THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF ELM STREET, SOUTH 00 DEGREES 00 MINUTES 09 SECONDS WEST, 14.82 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, 15.18 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF ELM STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF HARRISON PLACE;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HARRISON PLACE, SOUTH 89 DEGREES 31 MINUTES 54 SECONDS WEST, 292.43 FEET TO A POINT AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF JOHN HOPE DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF HARRISON PLACE;

THENCE NORTH 00 DEGREES 31 MINUTES 10 SECONDS WEST, 30.00 FEET TO THE **POINT OF BEGINNING**.

**SAID TRACT OR PARCEL OF LAND CONTAINING 0.2015 ACRES (8,778 SQUARE FEET).**



March 14, 2013

Mr. Wahab Alabi  
 City of Atlanta Department of Public Works  
 Office of Transportation  
 55 Trinity Avenue, SW  
 Suite 4700  
 Atlanta, Georgia 30303

**RE: Harrison Place Street Abandonment  
 Development of Scholars Landing (on the site of the former University Homes)**

Dear Mr. Alabi:

This letter is related to the proposed abandonment of Harrison Place as part of the revitalization of University Homes, a former public housing site. The master plan for the former University Homes site contemplates the development of a sustainable mixed-use, mixed-income, multi-generational community known as Scholars Landing that will serve as the catalyst for economic and community development for the area. The Atlanta Housing Authority ("AHA") is working with Integral, its master developer, to implement the master plan.

As part of the implementation of the University Homes master plan, the first two phases of development are underway. The first phase, known as the Veranda at Scholars Landing, a 100-unit, elderly-only, independent living, affordable rental phase, is currently under construction and approximately 85% complete. Lease-up will begin April, 2013. The second phase, known as Oasis at Scholars Landing, will be a 60-unit elderly-only, affordable assisted living rental phase. This will be the first affordable assisted living facility in the State of Georgia and will serve as a model for future developments. Future phases include additional rental phases, homeownership opportunities, retail/commercial, and institutional uses.

Harrison Place is located perpendicular to Elm Street and John Hope Drive; separating two AHA parcels. The Harrison Place street abandonment of 0.202 acres from the City of Atlanta ("the City") to AHA is part of the development of the Oasis at Scholars Landing, as set forth in the construction drawings currently under review at the City. This development has received an award of Low Income Housing Tax Credits and is under tremendous pressures to meet a tight construction schedule to meet a placed-in-service date in 2014. Failure to meet this date would result in a loss of the private investment that has been used to leverage the public investment.

The design and construction of public improvements within the public right-of-way is a major component in the creation of a market-quality development that will act as a catalyst to encourage investment and economic growth in the surrounding community. To date, the AHA has invested

approximately \$1.0M to complete construction of public improvements work as part of the development of the Veranda at Scholars Landing. As part of this scope of work, AHA has dedicated approximately 0.227 acres of land to the City of Atlanta for streetscape improvements (parallel parking, street lights, sidewalks, landscape strip, etc.). For the proposed scope of work for the public improvements related to the development of Oasis at Scholars Landing, AHA is proposing to invest approximately \$1.2M in public improvements along John Hope Drive. As part of this scope of work, AHA will dedicate approximately 0.215 acres of land to allow for the improvements.

To complete the development of 160 units of affordable rental housing for low-income seniors as part of the first two phases at Scholars Landing, AHA will make a \$2.2M investment to install public improvements in the public right-of-way and dedicate 0.442 acres of land to the City of Atlanta – at no cost to the City of Atlanta.

It is our understanding that the City is contemplating a sale at Fair Market Value to AHA for the 0.202 acres for the abandonment of Harrison Place. This approach is not consistent with the terms of the Cooperation Agreement between AHA, Fulton County and the City of Atlanta, dated April 30, 1954. The Cooperation Agreement outlines commitments by the City to provide government services and extend certain benefits to AHA properties in exchange for payments in lieu of taxes by AHA to the City, in support of AHA's public purpose activity of providing subsidized housing for low-income families. The two aforementioned developments are 100% affordable. Section 5(b) of the document states, that such land should be conveyed without charge to AHA for production of affordable housing. A copy of the Cooperation Agreement is attached for your review.

In light of the benefit that the City is receiving in terms of investment for construction of public improvements in the public right-of-way and the dedication of 0.442 acres of land to the City at no cost, and in maintaining the pertinent provisions of the aforementioned Cooperative Agreement, AHA is requesting a waiver of the requirement to pay Fair Market Value for the 0.202 acres related to the abandonment of Harrison Place.

As noted earlier, time is of the essence in moving this project forward. I look forward to working with you to resolve this matter. If you have any questions or concerns, please do not hesitate to contact me at (404)685-4365.

Respectfully,



Trish O'Connell  
Vice President  
Real Estate Development and Acquisitions

cc: Joy Fitzgerald  
Wm. James Talley, Jr.  
Amon Martin

Enclosure

COOPERATION AGREEMENT

THIS AGREEMENT entered into this 30th day of April, 1954, by and between THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, (herein called the "Local Authority"), the CITY OF ATLANTA, GEORGIA, (herein called the "City"), and FULTON COUNTY, GEORGIA, (herein called the "county").

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing now or hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration or successor (herein called the "PHA").

Said Local Authority is now operating nine (9) low-rent housing projects in the City of Atlanta, Fulton County, Georgia, as follows:

Project No. Ga-6-1 comprising 630 dwelling units known as Clark Howell Homes.

Project No. Ga-6-2 comprising 606 dwelling units known as John Hope Homes.

Projects Nos. Ga-6-3 and 6-3A comprising 795 dwelling units known as Capitol Homes.

Project No. Ga-6-4 comprising 616 dwelling units known as Grady Homes.

Project No. Ga-6-5R1 comprising 548 dwelling units known as Eagan Homes.

Project No. Ga-6-5R2 comprising 520 dwelling units known as Herndon Homes.

Project No. Ga-6-9 comprising 604 dwelling units known as Techwood Homes.

Project No. Ga-6-10 comprising 675 dwelling units known as University Homes.

Project No. Ga-6-6 comprising 990 dwelling units known as Carver Homes.

In addition to the foregoing, said Local Authority is constructing a low-rent housing project as follows:

Project No. Ga-6-8 comprising approximately 1000 dwelling units known as Heman E. Perry Homes.

Also, said Local Authority is acquiring land on which it plans to construct a low-rent housing project as follows:

Project No. Ga-6-7 comprising approximately 510 dwelling units known as Joel Chandler Harris Homes.

Without in any way limiting the generality of the definition of the term "Project", such term shall include all of the low-rent housing projects enumerated in this subparagraph 1 (a), and one or more projects to be developed from 1000 units of low-rent housing under PHA Program Reservation described in paragraph 2 (a) herein.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. (a) The Local Authority has developed or acquired and is administering Projects Nos. Ga-6-1, 6-2, 6-3, 6-3A, 6-4, 6-5R1, 6-5R2, 6-9 and 6-10, comprising an aggregate of 4994 dwelling units; and, in addition, the Local Authority has secured a contract with the PHA for loans and annual contributions covering Projects Nos. Ga-6-6, 6-7 and 6-8 compris-

ing an aggregate of 2500 dwelling units included within Program Reservation No. Ga-6-A issued by the PHA to the Local Authority on October 25, 1949 covering an aggregate of 3500 units of low-rent housing, and has developed and is administering or is developing such projects. An additional 1000 units of low-rent housing covered by said Program Reservation and included in the aggregate of 3500 units covered by the Cooperation Agreement between the parties hereto dated June 30, 1950, remains to be developed by the Local Authority. The Local Authority herein reserves the right, previously granted under the said Cooperation Agreement dated June 30, 1950, to secure a contract or contracts with the PHA for loans and annual contributions and to develop and administer the remaining 1000 units of low-rent housing reserved by the PHA under said Program Reservation.

(b) The obligations of the parties hereto shall apply only to the Projects identified herein and the above-described 1000 units of low-rent housing reserved for future development under PHA Program Reservation Ga-6-A.

(c) The obligations of the City hereunder shall not apply with respect to any Project hereafter constructed outside the corporate limits of the City.

3. (a) Under the Constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to the Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the City and the County agree that they will not levy or impose any real or personal property

taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten (10%) per cent of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) Each year the City and the County shall compute the total amount of taxes, including real property taxes, sanitary taxes, sewer taxes, bond taxes, school taxes, hospitalization taxes and any other separate taxes, charges and assessments upon each of the Projects as if the Project were not exempt from taxation, and shall notify the Local Authority in writing of said computation, and the Local Authority shall thereupon at the time herein provided distribute the Payments in Lieu of Taxes between the City and County in proportion to the total sum of said taxes, and charges respectively payable to each except for the exemption of the Project therefrom; provided; further that no Payment in Lieu of Taxes for any year shall be made to the City or County in excess of the amount of the total sum of taxes and charges which would have been paid to the City or County for such year if the Projects were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The City and the County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (1) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural non-farm area; and Provided, further, that this paragraph 4 shall not apply to Projects Ga-6-1, 6-2, 6-3 and 6-3A, 6-4, 6-5R1 and 6-5R2 as the Local Authority represents, and the PHA confirms, that all elimination requirements of all previous Cooperation Agreements with respect to said Projects have been satisfied by the City and the County with the completion of equivalent elimination.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the City and the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City or the County;

(b) Vacate such streets, roads and alleys within the area of such Project as may be necessary in the event

or the County may vacated areas; and, insofar as they are lawfully able to do so without cost or expense to the Local Authority or to the cause to be removed from such vacated as it may be necessary and equipment;

(c) Insofar as the City and the County may lawfully do so, (i) grant such deviations from the building code of the the County as are reasonable and necessary to promote

safeguard health and

and project and

with the legal action or ways as the City or the County Authority may find necessary in connection with the operation and administration of such Project

6. In respect to any Project in the City or the County, as they may be, further agree that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority

at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the City or the County;

(b) It will accept necessary dedications of land for, and will grade, improve, pave and provide sidewalks for all streets bounding such project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the project site for such work if such site were privately owned and shared to the county, in the absence of authority for such work on privately owned property for such work, an amount of the work performed in the County); and will maintain

the in connection with the project

be furnished any public services

thereby when the Local Authority shall deduct the amount of such expenditures in lieu of payments due or to become due to the City or the County in respect to the project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the City or the County and the Local Authority shall be construed to apply to any Project covered by this Agreement. The Cooperation Agreement between the City of Atlanta, Georgia and the Local Authority dated September 8, 1938, Amendment No. 1 thereto dated September 23, 1941, the agreement between Fulton County, Georgia and the Local Authority dated February 25, 1943, the Cooperation Agreement between the City of Georgia and Fulton County, Georgia and the Local Authority of September 30, 1950, any and all other contracts between the parties relating to local cooperation, and any amendments or supplements

ments to any and all of the foregoing, (herein collectively called the "Original Cooperation Agreement") are amended and consolidated into this Contract which shall henceforth constitute the sole agreement between the parties hereto. All actions and proceedings properly had, taken or performed pursuant to the Original Cooperation Agreement shall be deemed to have been had, taken and performed under this Cooperation Agreement.

9. So long as any contract between the Local Authority

due to the PHA in Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City and the County hereunder respect to each Project so long as the beneficial title to such Project is held by the Local Authority or any governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions of this Agreement shall be enforced by, and shall be binding on, the PHA.

IN WITNESS WHEREOF the City and the County and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF ATLANTA  
(Corporate Name of City)

(SEAL)

By (s) WM. B. HARTSFIELD  
(Title) Mayor

Attest:

(s) J. L. RICHARDSON  
(Title) City Clerk

FULTON COUNTY  
(Corporate Name of County)

(SEAL)

By (s) RICHIE LINDSEY  
(Title) Chairman of Board

Attest:

(s) FRANK R. FLING  
(Title)

THE HOUSING AUTHORITY OF THE CITY  
OF ATLANTA, GEORGIA  
Name - Local Authority

(SEAL)

By (s) ALLEN D. ALBERT, JR.  
Chairman

Attest:

(s) M. B. SATTERFIELD  
Secretary

Attachment: 2194 Harrison Place Abandonment Exhibit A (13-O-1048 : Abandon Portion of Harrison Place)

**PHASE I LAWSHE STREET DEDICATION:**

- 0.078 Ac
- 0.071 Ac
- 0.149 Ac

**PHASE I JOHN HOPE DRIVE DEDICATION:**

- 0.078 Ac

**PHASE II JOHN HOPE DRIVE DEDICATION:**

- 0.074 Ac \*
- 0.075 Ac \*
- 0.072 Ac
- 0.221 Ac \*

**TOTAL PROPOSED STREET R/W DEDICATION:**

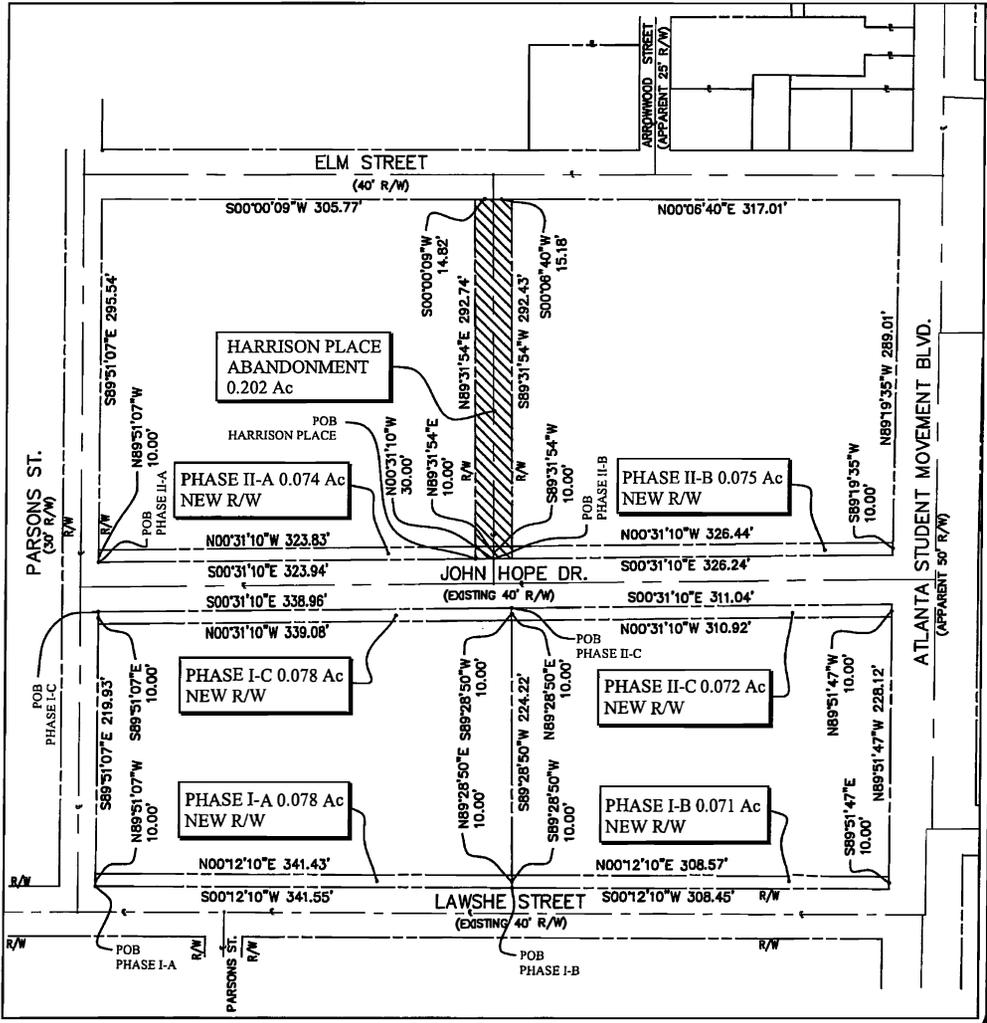
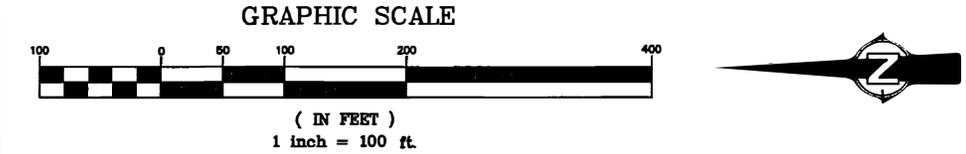
- 0.149 Ac
- 0.078 Ac
- 0.221 Ac \*
- 0.448 Ac \*

**TOTAL AREA OF ABANDONMENT:**

- 0.202 Ac

\* INCLUDES OVERLAP OF ABANDONMENT AND NEW DEDICATION AT WESTERN END OF HARRISON PLACE ABANDONMENT

**H**anchester  
**Associates, inc.**  
Engineering & Development Consultants  
Planners Engineers Landscape Architects  
255 VILLAGE PARKWAY, SUITE 630 (770) 935-2421  
MARIETTA, GA 30067 J.LASSOC@BELLSOUTH.NET



**R/W EXHIBIT HARRISON PLACE ABANDONMENT**  
FOR THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GA

DRAWN BY	LR
CHECKED BY	JL
DATE	04-10-13
SCALE	1"=100'
JOB NO.	2016
CAD FILE	12016-RW-EXHIBIT
SHEET	1

Attachment: 2194 Harrison Place Abandonment Exhibit A (13-O-1048 : Abandon Portion of Harrison

**PHASE I A  
LEGAL DESCRIPTION**

ALL THE TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 109 OF THE 14TH DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*COMMENCING* AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF LAWSHE STREET (40 FOOT TOTAL RIGHT OF WAY WIDTH; 20 FEET EAST OF CENTERLINE) AND THE SOUTHERLY RIGHT OF WAY LINE OF PARSONS STREET (30 FOOT TOTAL RIGHT OF WAY WIDTH; 15 FEET SOUTH OF CENTERLINE); SAID POINT BEING THE *POINT OF BEGINNING*;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF LAWSHE STREET, SOUTH 00 DEGREES 12 MINUTES 10 SECONDS WEST, 341.55 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF LAWSHE STREET;

THENCE ALONG A LINE, NORTH 89 DEGREES 28 MINUTES 50 SECONDS EAST, 10.00 FEET TO A POINT;

THENCE ALONG A LINE, NORTH 00 DEGREES 12 MINUTES 10 SECONDS EAST, 341.33 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARSONS STREET;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF PARSONS STREET, NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST, 10.00' TO THE *POINT OF BEGINNING*.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.0784 ACRES (3,414.92 SQUARE FEET)

**PHASE I B  
LEGAL DESCRIPTION**

ALL THE TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 109 OF THE 14TH DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*COMMENCING* AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF LAWSHE STREET (40 FOOT TOTAL RIGHT OF WAY WIDTH; 20 FEET EAST OF CENTERLINE) AND THE SOUTHERLY RIGHT OF WAY LINE OF PARSONS STREET (30 FOOT TOTAL RIGHT OF WAY WIDTH; 15 FEET SOUTH OF CENTERLINE);

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF LAWSHE STREET, SOUTH 00 DEGREES 12 MINUTES 10 SECONDS WEST, 341.55 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF LAWSHE STREET; SAID POINT BEING THE *POINT OF BEGINNING*;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF LAWSHE STREET, SOUTH 00 DEGREES 12 MINUTES 10 SECONDS WEST, 308.45 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF LAWSHE STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ATLANTA STUDENT MOVEMENT BOULEVARD (50 FOOT TOTAL RIGHT OF WAY WIDTH; 25 FEET NORTH OF CENTERLINE);

THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF ATLANTA STUDENT MOVEMENT BOULEVARD, SOUTH 89 DEGREES 51 MINUTES 47 SECONDS EAST, 10.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ATLANTA STUDENT MOVEMENT BOULEVARD;

THENCE ALONG A LINE, NORTH 00 DEGREES 12 MINUTES 10 SECONDS EAST, 308.57 FEET TO A POINT;

THENCE ALONG A LINE, SOUTH 89 DEGREES 28 MINUTES 50 SECONDS WEST, 10.00' TO THE *POINT OF BEGINNING*.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.0708 ACRES (3,085.08 SQUARE FEET)

**PHASE I C  
LEGAL DESCRIPTION**

ALL THE TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 109 OF THE 14TH DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*COMMENCING* AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF JOHN HOPE DRIVE (40 FOOT TOTAL RIGHT OF WAY WIDTH; 20 FEET EAST OF CENTERLINE) AND THE SOUTHERLY RIGHT OF WAY LINE OF PARSONS STREET (30 FOOT TOTAL RIGHT OF WAY WIDTH; 15 FEET SOUTH OF CENTERLINE); SAID POINT BEING THE *POINT OF BEGINNING*;

THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF JOHN HOPE DRIVE, SOUTH 00 DEGREES 31 MINUTES 10 SECONDS EAST, 338.96 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF JOHN HOPE DRIVE;

THENCE ALONG A LINE, SOUTH 89 DEGREES 28 MINUTES 50 SECONDS WEST, 10.00' TO A POINT;

THENCE ALONG A LINE, NORTH 00 DEGREES 31 MINUTES 10 SECONDS WEST, 339.08' TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARSONS STREET;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF PARSONS STREET, SOUTH 89 DEGREES 51 MINUTES 07 SECONDS EAST, 10.00' TO THE *POINT OF BEGINNING*.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.0778 ACRES (3,390.19 SQUARE FEET)



**R/W EXHIBIT HARRISON PLACE ABANDONMENT**  
FOR THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GA

DRAWN BY	LR
CHECKED BY	JL
DATE	04-10-13
SCALE	1"=100'
JOB NO.	12016
CAD FILE	12016-RW-EXHIBIT
SHEET	2

Attachment: 2194 Harrison Place Abandonment Exhibit A (13-O-1048 : Abandon Portion of Harrison

II-A  
DESCRIPTION

TRACT OR PARCEL OF LAND AND BEING IN LAND LOT 109 OF THE DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF LINE OF JOHN HOPE DRIVE (40 FOOT OF WAY WIDTH; 20 FEET EAST OF CENTERLINE) AND THE RIGHT OF WAY LINE OF PARSONS STREET (30 FOOT TOTAL RIGHT OF WAY SOUTH OF CENTERLINE); POINT BEING THE POINT OF BEGINNING:

THENCE ALONG THE EASTERLY RIGHT OF JOHN HOPE DRIVE, SOUTH 00 DEGREES 31 MINUTES 10 SECONDS EAST, FEET TO A POINT AT THE

OF THE EASTERLY RIGHT OF WAY OF JOHN HOPE DRIVE AND THE LINE OF HARRISON PLACE (30 TOTAL RIGHT OF WAY WIDTH;

THENCE ALONG THE CENTER LINE OF HARRISON PLACE, NORTH 89 DEGREES 31 54 SECONDS EAST, 10.00' TO A POINT ON THE CENTER LINE OF HARRISON PLACE;

ALONG A LINE, 00 DEGREES 31 MINUTES 10 SECONDS WEST, 323.83' TO A POINT ON THE RIGHT OF WAY LINE OF

THENCE ALONG THE SOUTHERLY OF WAY LINE OF PARSONS STREET, SOUTH 89 DEGREES 51 MINUTES 07 EAST, 10.00' TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND 0.0744 ACRES ( 3,238.84 SQUARE FEET)

PHASE II-B  
LEGAL

ALL THE TRACT OR PARCEL OF LYING AND BEING IN LAND 109 OF OF FULTON DISTRICT OF ATLANTA), GEORGIA, AND BEING MORE PARTICULARLY FOLLOWS:

COMMENCING AT THE OF THE OF WAY LINE OF JOHN HOPE DRIVE (40 FOOT TOTAL RIGHT OF WAY FEET EAST OF CENTERLINE) AND THE RIGHT OF WAY LINE OF PARSONS STREET (30 FOOT TOTAL RIGHT OF WAY WIDTH; 15 FEET

THENCE EASTERLY RIGHT OF WAY LINE JOHN HOPE DRIVE, SOUTH 00 DEGREES 31 MINUTES 10 EAST, 323.94 FEET TO A POINT AT INTERSECTION OF THE OF WAY OF JOHN HOPE DRIVE AND CENTER LINE OF HARRISON TOTAL RIGHT OF WAY WIDTH; SAID BEING THE POINT OF BEGINNING:

THENCE ALONG THE EASTERLY WAY LINE OF JOHN HOPE DRIVE, DEGREES 31 MINUTES 10 SECONDS 326.24 FEET TO POINT AT THE THE EASTERLY RIGHT OF WAY OF JOHN HOPE DRIVE AND THE NORTHERLY STUDENT MOVEMENT (50 FOOT TOTAL RIGHT OF FEET NORTH OF

THE NORTHERLY RIGHT OF WAY LINE OF A STUDENT MOVEMENT BOULEVARD, NORTH 89 DEGREES 19 MINUTES 35 SECONDS 10.00' TO A POINT ON THE RIGHT OF WAY LINE OF MOVEMENT

THENCE ALONG A LINE, 31 MINUTES 10 WEST, POINT ON THE CENTER LINE OF HARRISON PLACE;

THENCE ALONG THE CENTER LINE OF HARRISON SOUTH 89 DEGREES 31 WEST, 10.00' TO THE OF BEGINNING.

OR PARCEL OF LAND CONTAINING ACRES ( 3,263.40 SQUARE FEET)

PHASE II-C  
LEGAL DESCRIPTION

ALL THE TRACT OR PARCEL AND BEING IN LAND LOT 109 OF DISTRICT OF FULTON COUNTY (CITY ATLANTA), GEORGIA, AND BEING MORE PARTICULARLY

COMMENCING AT THE OF THE WESTERLY OF WAY LINE OF JOHN DRIVE RIGHT OF WAY WIDTH; 20 FEET EAST OF AND RIGHT OF WAY LINE OF PARSONS STREET (30 FOOT RIGHT OF WAY SOUTH OF

THENCE ALONG THE RIGHT OF WAY OF JOHN HOPE DRIVE, SOUTH 00 DEGREES 31 MINUTES 10 SECONDS EAST, FEET TO A POINT ON RIGHT OF WAY OF JOHN HOPE POINT BEING THE POINT OF

ALONG THE WESTERLY OF WAY LINE OF JOHN HOPE DRIVE, SOUTH 00 DEGREES 31 MINUTES 10 SECONDS 311.04 FEET TO A POINT ON RIGHT OF WAY OF JOHN AND THE NORTHERLY RIGHT OF WAY OF ATLANTA STUDENT MOVEMENT (50 FOOT TOTAL WAY WIDTH; 25 FEET NORTH

THENCE RIGHT OF WAY OF STUDENT MOVEMENT 89 DEGREES WEST, TO A POINT ON NORTHERLY LINE OF ATLANTA STUDENT

THENCE ALONG A LINE, NORTH 00 31 MINUTES 10 SECONDS 310.92 TO A POINT;

THENCE ALONG A LINE, 28 MINUTES 50 SECONDS POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.0714 ACRES ( SQUARE FEET)

Planners 255 VILLAGE

Architects (770) 955-2421 J.ASSOC@BELLSOUTH.NET

HARRISON PLACE

DESCRIPTION

TRACT OR PARCEL LYING IN LAND LOT 109 OF THE (CITY OF ATLANTA), AS

COMMENCING AT THE THE RIGHT OF WAY HOPE DRIVE (40 RIGHT OF WAY WIDTH; 20 FEET EST OF AND RIGHT OF WAY TOTAL RIGHT OF STREET (30 SOUTH CENTERLINE);

OF ALONG THE WAY LINE HOPE DRIVE, DEGREES 31 MINUTES 10 EAST, 308.94 FEET TO A POINT ON THE POINT OF G AT THE OF THE DRIVE AND THE RIGHT OF WAY OF JOHN DRIVE AND THE (30 FOOT TOTAL RIGHT OF CENTERLINE);

OF ALONG THE RIGHT OF LINE PLACE, 89 EAST, 292.74 FEET TO A POINT AT THE RIGHT OF HARRISON PLACE AND THE FOOT TOTAL RIGHT OF ELM 20

THENCE WAY LINE OF OF STUDENT MOVEMENT 09 SECONDS WEST, 14.82

OF SOUTH 00 RIGHT WAY LINE SECONDS FEET TO A THE MINUTES 40 OF WAY OF

ELM AND THE SOUTHERLY HARRISON PLACE;

54 ALONG THE RIGHT OF WAY PLACE, SOUTH 31 WEST, 292.43 FEET TO OF THE EASTERLY OF WAY OF DRIVE AND THE SOUTHERLY OF OF HARRISON

NORTH 00 DEGREES MINUTES 10 SECONDS FEET THE BEGINNING.

OR PARCEL OF ACRES ( 8.778 SQUARE

PL C AB NDO MENT THE IT F A ANTA, A EXHIBIT HARRI E HOUSING AUTHORIT

JOB 12016

Attachment: 2194 Harrison Place Abandonment Exhibit A (13-O-1048 : Abandon Portion of Harrison

**13-O-1048**

**AN ORDINANCE BY**

**COUNCILMEMBER CLETA WINSLOW**

**AS SUBSTITUTED BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ABANDON TO THE ATLANTA HOUSING AUTHORITY A PORTION OF HARRISON PLACE, S.W., LOCATED BETWEEN ELM STREET, S.W. AND JOHN HOPE DRIVE, S.W. CONSISTING OF APPROXIMATELY 0.202 ACRE OF LAND, LYING AND BEING IN LAND LOT 109 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA; TO WAIVE THE APPRAISAL REQUIREMENTS CONTAINED IN SECTION 138-9 OF THE CODE OF ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta (“City”) and The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing Authority”) have worked as partners to provide affordable housing to the citizens of the City; and

**WHEREAS**, the Atlanta Housing Authority is engaged in the revitalization of University Homes into a new master planned, mixed-use, mixed-income community; and

**WHEREAS**, in conjunction with the revitalization, the City has received a formal request from the Atlanta Housing Authority, the only abutting property owner, to abandon a portion of Harrison Place, S.W., consisting of approximately 0.202 acre of land and more specifically described in the attached Exhibit “A”; and

**WHEREAS**, the Atlanta Housing Authority has paid a fee of \$2,500.00 for the costs of advertisement of the abandonment as specified by Section 138-9(a)(5) of the City of Atlanta Code of Ordinances; and

**WHEREAS**, pursuant to Section 5(b) of the 1954 Cooperation Agreement (as shown in Exhibit “B”) entered into by and between the City, the Atlanta Housing Authority and Fulton County, the City has agreed to convey such abandoned street without cost or expense to the Atlanta Housing Authority; and

**WHEREAS**, the requirement contained in Section 138-9 of the Code of Ordinances regarding the obtaining of appraisals should therefore be waived; and

**WHEREAS**, the abandoned portion of Harrison Place, S.W. will become part of the abutting property owner’s private property, and it will be such owner’s responsibility to maintain, operate, and provide all services and utilities; and

**WHEREAS**, the Department of Public Works has reviewed the request from the abutting property owner and has concluded that the abandonment of the portion of the right-of-way described herein will not have any adverse effect on traffic movement now and in the future.

**NOW THEREFORE BE AND IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:**

**Section 1:** That any and all remaining portions of Harrison Place, S.W., between Elm Street, S.W. and John Hope Drive, S.W., consisting of approximately 0.202 acre of land and being more specifically described in the attached Exhibit “A”, said property lying and being in Land Lot 109 of the 14<sup>th</sup> District of Fulton County, Georgia are hereby declared no longer useful or necessary for the public’s use and convenience.

**Section 2:** That the City hereby expresses its intent to abandon said property located on Harrison Place, S.W.(as hereinabove defined).

**Section 3:** Pursuant to the terms of Section 5(b) of the 1954 Cooperation Agreement entered into by and between the City, the Atlanta Housing Authority and Fulton County, the City has agreed to convey the above referenced portion of Harrison Place, S.W. to the Atlanta Housing Authority at no cost or expense.

**Section 4:** That any and all reservations for existing public or private utility easements shall remain in effect for the purpose of the City’s entering the property to operate, maintain, or replace said utility facilities. These easements shall remain in effect until such time that said utilities are abandoned, removed, or relocated, at which time said easements shall expire.

**Section 5:** That the requirements with respect to obtaining an appraisal set out in Section 138-9 of the Code of Ordinances is hereby waived.

**Section 6:** That the Chief Procurement Officer shall perform all other responsibilities concerning the proposed abandonment, as outlined in the City’s Code of Ordinances, including Section 2-1578.

**Section 7:** That the Mayor, or his designee, be and is hereby authorized to execute a Quitclaim Deed to convey any interest that the City may have in the above-referenced portion of Harrison Place, N.W. (herein described in Exhibit “A”).

**Section 8:** That all existing ordinances or parts of ordinances in conflict with this ordinance shall be waived to the extent of the conflict only.