

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH CRESCENT HOWELL MILL VENTURE, LLC, FOR THE CONSTRUCTION AND OPERATION OF TEMPORARY TIE-BACK SUPPORTS UNDER THE RIGHT-OF-WAY OF BECK STREET, NW AND EMERY STREET, NW; AND FOR OTHER PURPOSES.

Review List:

Santana Wright	Completed	08/16/2013 4:34 PM
Rita Braswell	Completed	08/19/2013 9:41 AM
Richard Mendoza	Completed	08/19/2013 12:10 PM
Saul Schultz	Completed	08/19/2013 2:48 PM
Mayor's Office	Completed	08/19/2013 3:02 PM
Office of Research and Policy Analysis	Completed	08/20/2013 11:29 AM
City Utilities Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

LEGISLATION HISTORY – BLUE BACK

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

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

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WHEREAS, Crescent Howell Mill Venture, LLC (“the owner”) proposes to construct an expansion of the current retail development on property located at 1950 Howell Mill Road, N.W. in Atlanta, Georgia, said property being in Land Lot 153, 17th District, Fulton County; and

WHEREAS, a temporary tie-back support system is required for the construction of perimeter cast-in-place concrete retaining walls for below grade parking levels on Beck Street, N.W. and Emery Street, N.W.; and

WHEREAS, the City of Atlanta’s (“City”) Code of Ordinances, at Sections 138-22 and 138-24, requires that an Encroachment Agreement be entered into between the City and the owner for authorization to allow the temporary tie-back support system to be installed under the public right-of-way and for authorization for the owner to continue to maintain the temporary tie-back support system under the public right-of-way; and

WHEREAS, the Commissioner of the Department of Public Works has reviewed the plans for the proposed facilities and has determined that said plans meet the technical requirements set forth in Section 138-24(b) of the City of Atlanta Code of Ordinances.

WHEREAS, the owner desires to maintain the temporary tie-back support system; and

WHEREAS, the owner has agreed to conform to the conditions set out in the City’s Code of Ordinances at Sections 138-22 and 138-24.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee 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 Official Code of the City of Atlanta, with Crescent Howell Mill Venture, LLC, for the construction, installation, operation, use and maintenance of temporary tie-back supports in the public right-of-way of 1950 Howell Mill Road, N.W. as depicted in Exhibit “A” attached hereto.

BE IT FURTHER RESOLVED, that the temporary tie-back support system shall be comprised of 200 tie-backs installed along Beck Street, N.W. and 103 tie-backs installed along Emery Street, N.W.

BE IT FURTHER RESOLVED, that Crescent Howell Mill Venture, LLC shall indemnify the City for any damages to property within the public right-of-way resulting from the construction, installation, operation, use, maintenance and removal of said supports.

BE IT FURTHER RESOLVED, that Crescent Howell Mill Venture, LLC shall comply with the conditions set out at Sections 138-22 and 138-24 of the City's Code of Ordinances.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an Encroachment Agreement, acceptable as to form, for execution by the Mayor and Crescent Howell Mill Venture, LLC.

BE IT FINALLY RESOLVED, that the Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the Agreement has been approved as to form by the City Attorney, executed by the Mayor, attested to by the Municipal Clerk and delivered to Crescent Howell Mill Venture, LLC.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Santana Kempson Wright

Contact Number: 404-330-6579

Originating Department: Department of Public Works

Committee(s) of Purview: City Utilities Committee

Chief of Staff Deadline: August 9, 2013

Anticipated Committee Meeting Date(s): August 27, 2013

Anticipated Full Council Date: September 3, 2013

Legislative Counsel's Signature: Saul Schultz

Commissioner's Signature: [Handwritten Signature]

Chief Financial Officer: _____

Chief Information Officer Signature (for IT Procurements) _____

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH CRESCENT HOWELL MILL VENTURE, LLC, FOR THE CONSTRUCTION AND OPERATION OF TEMPORARY TIE-BACK SUPPORTS UNDER THE RIGHT-OF-WAY OF BECK STREET, N.W. AND EMERY STREET, N.W.; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT:

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 7/1 8/8/13
(date)

Reviewed by: [Handwritten Signature]
(date)

Submitted to Council: _____ (date)

Attachment: Crescent Howell Mill Encroachment (13-R-3425 : Temporary Tie-Back Encroachment with Crescent Howell Mill

**A RESOLUTION BY
CITY UTILITIES COMMITTEE**

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Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Caption:

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Committee of Purview: City Utilities

Committee Meeting Date: August 27, 2013

Council Meeting Date: September 3, 2013

Requesting Dept.: Department of Public Works

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to authorize an Encroachment Agreement with Crescent Howell Mill Venture, LLC for the construction and operation of temporary tie-back support systems.

2. Please provide background information regarding this legislation.

Crescent Howell Mill Venture proposes to expand the current retail/residential area. The entire development, located at 1950 Howell Mill Road contains 6.791 acres. The project is scheduled to be constructed in multiple phases. This site is currently zoned C-1 (commercial business district).

The existing property is developed and consists of office, retail and restaurant uses with related parking and landscaping. The property to be developed will consist of residential apartments, retail and restaurants with related parking and landscaping. The apartment building will consist of five livable floors with approximately 256 total apartment units. The apartments will have 2 ½ levels of parking. The restaurants and retail will have parking below the retail restaurant building and parking in front of the store fronts. Inter-parcel connectivity is planned between this project, the retail component, Emery Street, Howell Mill and Beck Street.

3. If Applicable/Known:

(a) **Contract Type:** Encroachment Agreement

- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:**

4. Fund Department Account Center:

5. Source of Funds:

6. Fiscal Impact: \$1,300.00 application fee and \$100.00 annual fee

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: WAHAB ALABI



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

DEPARTMENT OF PUBLIC WORKS
RICHARD MENDOZA
Commissioner

DEXTER C. WHITE
Deputy Commissioner

Department of Public Works Office of Transportation

Information Checklist – Encroachment Agreements

In order for the Law Department to prepare Encroachment Agreements pursuant to legislation adopted by City Council, the following information needs to be provided to the Law Department by the Department of Public Works.

- 1. Scaled Engineering Drawings/Plan of the location
- 2. Scaled Engineering Drawings of the encroachment e.g. monuments, awnings, etc.
- 3. Structural calculations with a Professional Engineer's stamp
- 4. Area and Volume calculation for the encroachment
- 5. Ordinance/Resolution number of legislation authorizing the project
- 6. The date that DPW completed its review and approval of the plans and technical specification for the project _____
- 7. Owner of the property Crescent Howell Mill Venture LLC
- 8. Name and title of encroaching party official who will execute the agreement. This person must have legal authority to bind the encroaching party to the terms of the encroachment agreement.
 Name: ~~Ryan Smith~~ **BENJAMIN COLLINS**
 Title: ~~Project Manager~~ **SOUTHEAST REGIONAL DIRECTOR**
- 9. Full corporate name of the encroaching party
Hayward Baker, Inc.
- 10. Mailing address of encroaching party
515 Nine North Court
Alpharetta, GA 30107

- 11. Name and telephone number of contact person for encroaching party.

Ryan Smith

770-442-1801
- N/A 12. When applicable, the date that the Urban Design Commission completed its review and approval of the design and location of the project

Name: N/A

Date: N/A
- 13. The amount of the public liability insurance that will be required for this project (as determined by Risk Management). \$2,000,000
- 14. Whether the encroachment is permanent or temporary Temporary

If temporary, the expected length of time the encroachment will be in place 2 Years
- N/A 15. Whether a performance/completion bond is required for this encroachment N/A

If a bond is required, the dollar amount that will be required for the bond:

N/A
- 16. Fees to be charged by DPW to the encroaching party – If none indicate with a zero in the appropriate blank below:

a. Application and review fee: \$1300.00

b. ROW use fee (rental): \$100.00

If the right-of-way use is to be imposed, please provide the basis upon which the fees has been determined:

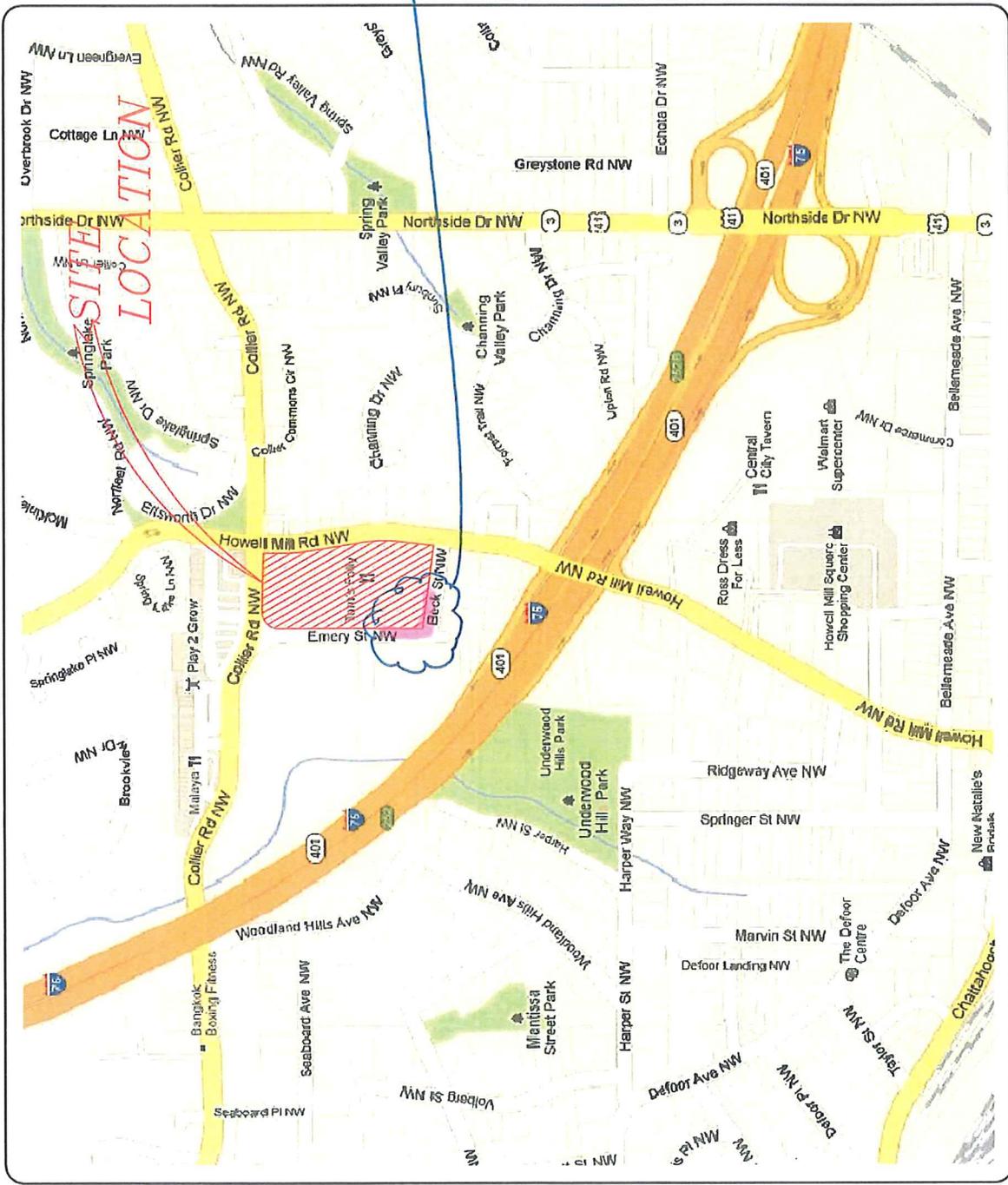
DPW contact Name: Wahab Alabi Tel: 404-330-6501



AREA OF SHORING WALL ENCROACHMENT

CRESCENT RESOURCES HOWELL MILL ROAD PROJECT

LOCATION MAP





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
J10905-ALL-GAWUP-13-14 HBGA 9116 GAWU N NO		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED HAYWARD BAKER INC. 515 NINE NORTH COURT ALPHARETTA, GA 30004		INSURER A : XL Insurance America, Inc. 24554 INSURER B : Zurich American Insurance Company 16535 INSURER C : American Guarantee & Liability Ins Co 26247 INSURER D : N/A N/A INSURER E : American Zurich Insurance Company 40142 INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-003958295-02 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			US00029022L113A	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP3481708-09 (\$2M) SXS 9486250-02 (\$3M Excess)	06/01/2013 06/01/2013	06/01/2014 06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00029023L113A	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WC3481706-11 (AOS) WC3481793-11 (WI)	06/01/2013 06/01/2013	06/01/2014 06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: JOB NUMBER AND NAME: 9116 -CRESCENT HOWELL MILL (AKA CIRCLE HOWELL MILL); JOB LOCATION: ATLANTA, GA

CITY OF ATLANTA AND CRESECENT HOWELL MILL VENTURE, LLC ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT FOR WORKERS' COMPENSATION. THE GENERAL LIABILITY AND EXCESS PLACEMENTS WERE MADE BY MARSH LTD (UK). MARSH USA, INC, HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER CITY OF ATLANTA 55 TRINITY AVENUE ATLANTA, GA 30303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

HAYWARD BAKER
 450 Peachtree Street, N.E.
 Atlanta, Georgia 30308
 www.haywardbaker.com

DATE OF PROPOSAL AND DESIGN: 07/14/13

DESIGN, ADDRESS, SUBMISSION, AND PERMITTING INFORMATION: The drawings were prepared by Hayward Baker, Inc. (HBI) for the purpose of providing information to the Georgia Department of Transportation (GDOT) for the purpose of obtaining a permit for the proposed project. The drawings are subject to the terms and conditions of the contract between HBI and GDOT. HBI and GDOT shall be responsible for any revisions to the drawings. HBI and GDOT shall be responsible for any errors or omissions in the drawings. HBI and GDOT shall be responsible for any damages or liabilities arising from the use of the drawings.

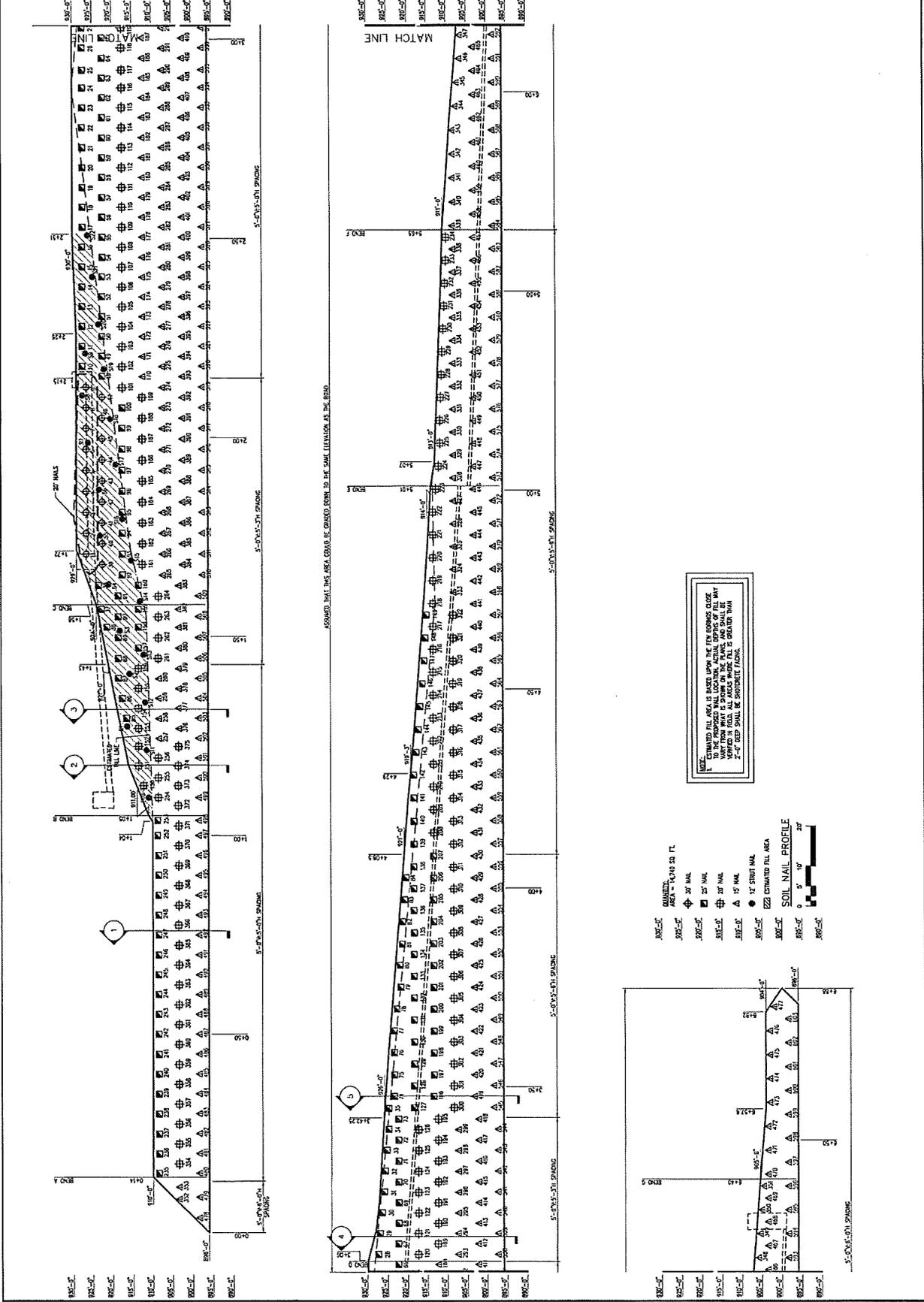
NOTE: DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION REFERENCED BELOW. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND FOR ANY REVISIONS TO THE BACKGROUND DRAWINGS.

RETURNS: PROFILE VIEW

CIRCLE HOWELL MILL ATLANTA, GEORGIA

PROJECT NUMBER: 0811413

SHEET NUMBER: S3.0



**HAYWARD
BAKER**
REGISTERED PROFESSIONAL ENGINEER

Southwest Region
115
Atlanta, Georgia 30304
770-451-1801
www.haywardbak.com

USE OF PROFESSIONAL SEAL DESIGNATED BY THE BOARD OF PROFESSIONAL ENGINEERS OF THE STATE OF GEORGIA IS HEREBY CERTIFIED BY THE ENGINEER. THIS SEAL IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE ENGINEER'S SEAL IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE ENGINEER'S SEAL IS NOT TO BE USED FOR ANY OTHER PURPOSES.

THIS DRAWING WAS PREPARED BY THE ENGINEER OR UNDER HIS CLOSE PERSONAL SUPERVISION AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL DRAWING. THE ENGINEER'S SEAL IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE ENGINEER'S SEAL IS NOT TO BE USED FOR ANY OTHER PURPOSES.



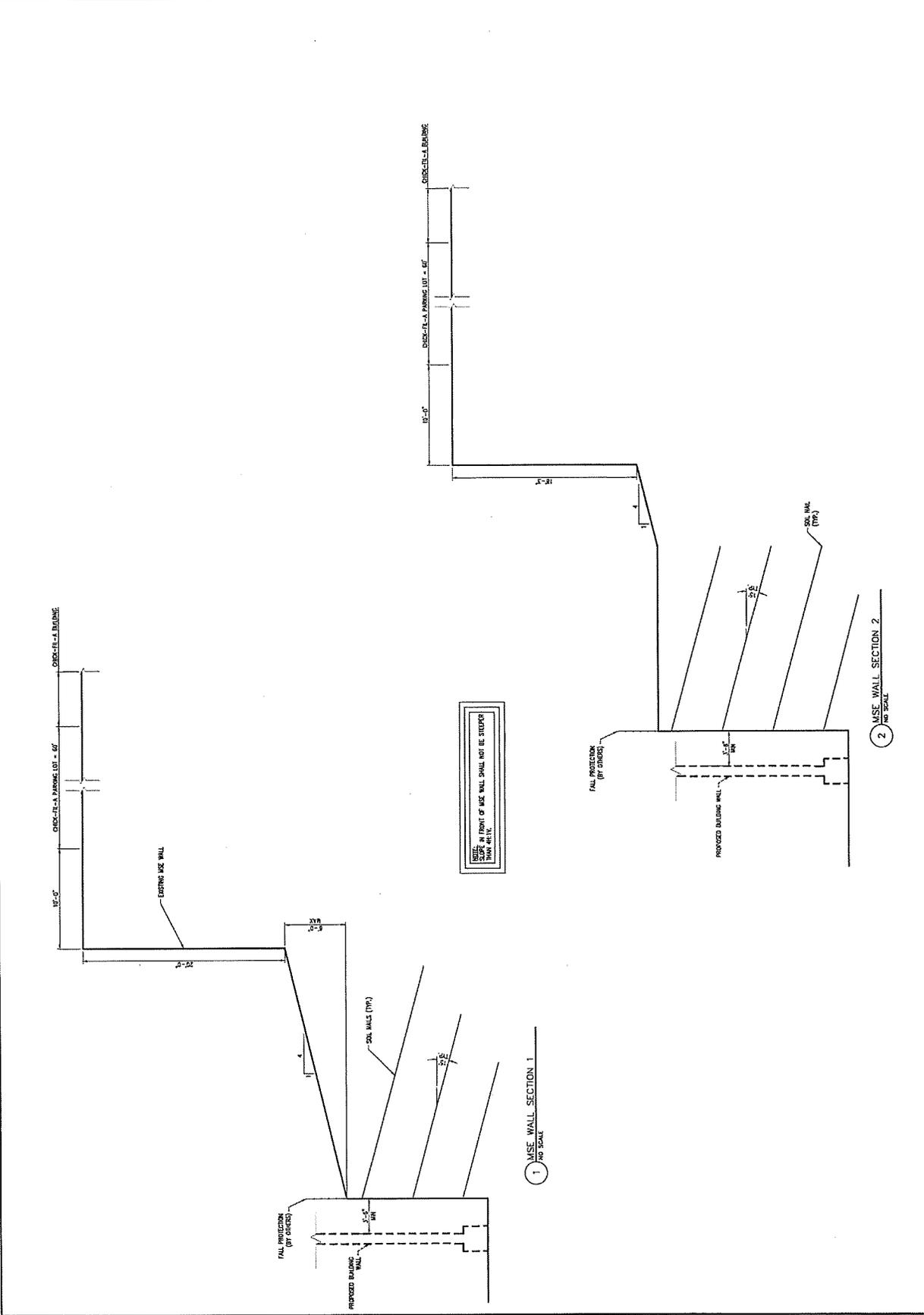
SECTION VIEW

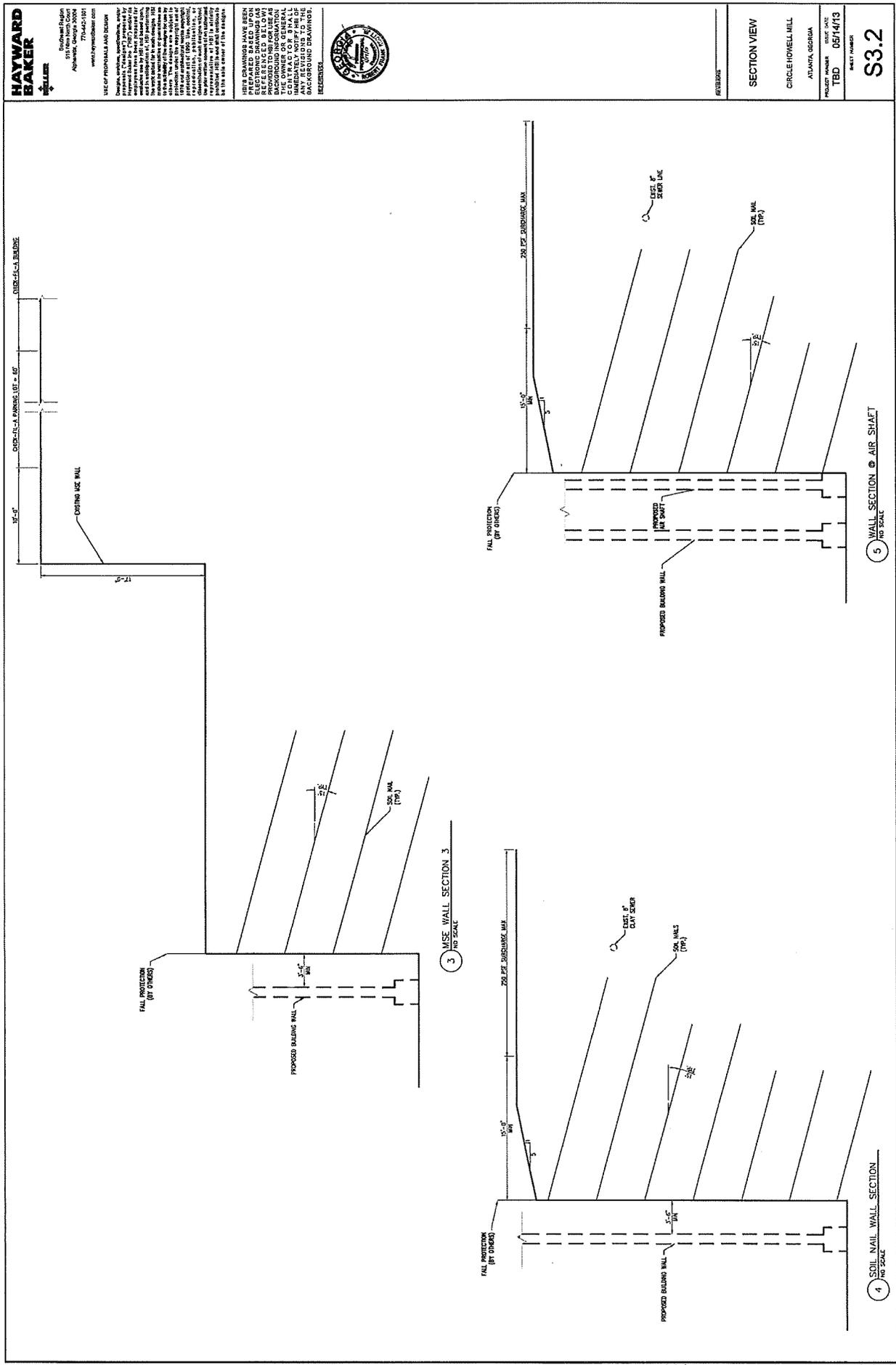
CIRCLE HOWELL MILL

ATLANTA, GEORGIA

PROJECT NUMBER: TBD DATE: 05/14/13

SHEET NUMBER: S3.1





HAYWARD BAKER
 Engineers, Architects, Planners
 975 West Peachtree Street
 Atlanta, Georgia 30308
 www.haywardbakercorp.com

USE OF PROFESSIONAL SEAL
 Design, working, construction, and
 preparation of these drawings are the
 responsibility of the professional seal
 holder. The seal holder is responsible for
 the accuracy of the information and data
 provided to the professional seal holder
 and for the accuracy of the information
 and data provided to the professional seal
 holder. The seal holder is responsible for
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 provided to the professional seal holder
 and for the accuracy of the information
 and data provided to the professional seal
 holder.

THIS DRAWING HAS BEEN
 PREPARED BASED UPON
 REFERENCES BELOW
 AND THE INFORMATION
 PROVIDED BY THE
 CLIENT. THE CLIENT SHALL
 IMMEDIATELY NOTIFY THE
 BACKGROUND DRAWINGS
 MEMBERS.



SECTION VIEW
 CIRCLE HOWELL MILL
 ATLANTA, GEORGIA
 PROJECT NUMBER: TBD
 ISSUE DATE: 05/14/13
 SHEET NUMBER: S3.2

**HAYWARD
BAKER**
INCORPORATED

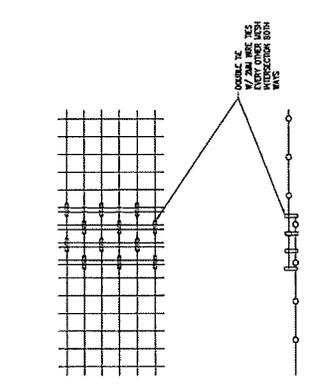
1000 West Paces
Avenue, Georgia 30004
770-412-1121
www.haywardbaker.com

USE OF PRODUCTS AND DESIGN:
The design of this project was prepared by the design professional named herein and the design professional named herein is not responsible for the design of any other products or materials used in the project. The design professional named herein is not responsible for the design of any other products or materials used in the project. The design professional named herein is not responsible for the design of any other products or materials used in the project.

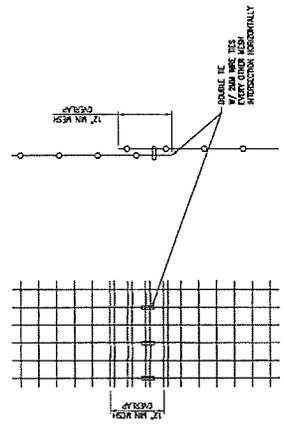
THE DESIGN PROFESSIONAL HAS PREPARED THIS DESIGN FOR THE PROJECT AND HAS NOT CONDUCTED ANY FIELD SURVEY OR INVESTIGATION. THE DESIGN PROFESSIONAL HAS NOT CONDUCTED ANY FIELD SURVEY OR INVESTIGATION. THE DESIGN PROFESSIONAL HAS NOT CONDUCTED ANY FIELD SURVEY OR INVESTIGATION.



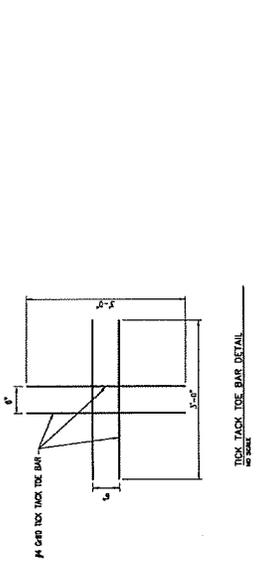
DETAILS
CIRCLE HOWELL HILL
ATLANTA, GEORGIA
PROJECT NUMBER: TBD
DATE: 05/14/13
SHEET NUMBER: S4.0



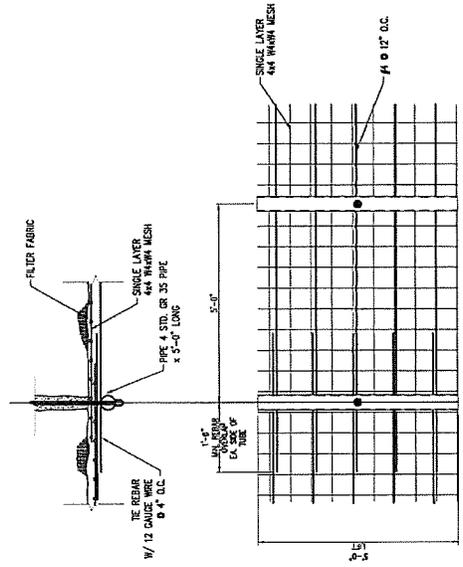
VERTICAL MESH OVERLAP/TIE WIRE DETAIL
NO SCALE



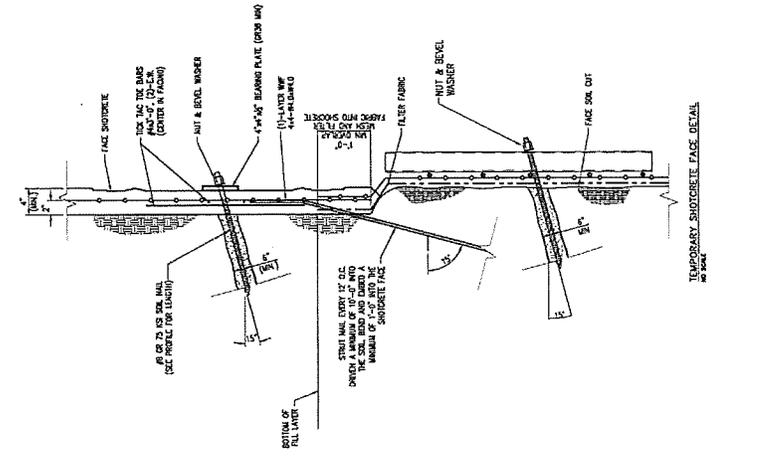
HORIZONTAL MESH OVERLAP/TIE WIRE DETAIL
NO SCALE



TEMPORARY SOIL NAIL FACE DETAIL
NO SCALE



TEMPORARY SHOTCRETE FACE DETAIL
NO SCALE



TEMPORARY SHOTCRETE FACE DETAIL
NO SCALE



CITY OF ATLANTA BUILDING PERMIT

55 TRINITY AVENUE, S.W. SUITE 3900 - ATLANTA, GEORGIA 30303
BUREAU OF BUILDINGS: (404) 330-6150 INSPECTIONS: (404) 658-6800

PERMIT NUMBER: LD-201300021

DATE ISSUED: June 17, 2013

PROJECT ADDRESS: 1950 HOWELL MILL RD PROJECT NAME: CIRCLE @ HOWELL MILL BUILDING NAME:	PARCEL NUMBER: T17 01530008016 01 ZONING: SPI-12 SA1 TOTAL CONSTRUCTION COST: \$2,500,000.00
PROJECT OCCUPANCY GROUP: TYPE OF CONSTRUCTION: SPRINKLER TYPE:	TOTAL DWELLING UNITS: 0 SPACE FLOOR AREA: 0
SCOPE: M1 Multi Family Building - Building/Multi Family/Land Development/NA - Land disturbance and foundation for new apartments COMMENTS: 5/20/2013 ZONING COMMENT: PHASE I ONLY - As per CON-12-040 to allow for land disturbance for 256 apartment unit building w/ parking deck structure for 256 required on-site spaces for residential units, swimming pool & courtyard w/ amenity area on portion of parking deck rooftop w/ total on-site parking for PHASE I 308 on-site spaces; NOTE A SEPARATE PERMIT WILL BE REQUIRED FOR PHASE I-A & PHASE II.	
OWNER: CRESCENT RESOURCES LLC	CONTRACTOR: HARDIN CONSTRUCTION LLC 3301 WINDY RIDGE PKWY STE#400 ATLANTA, GA 30339 404-264-0404 LICENSE #: GCCC000595

The issuance of this permit shall not prevent the building official from thereafter requiring the correction of errors in the plans and specifications or from preventing building operations being carried on thereunder when in violation of the Building Code or of any other ordinance of the City of Atlanta. Except as otherwise stated, a permit for construction under which no work is commenced within six months after issuance, or where the work commenced is suspended or abandoned for six months, shall expire, and fees paid shall be forfeited. Demolition Permits are limited to 60 days.

The recipient of the building permit shall post a copy of same on a sign not less than six square feet with the words "Notice of Issuance of Building Permit" in letters not less than four inches high in a conspicuous place on the affected property so that the sign and permit can be easily viewed from the public street on which the property fronts. Said sign shall be posted no later than 24 hours after the issuance of the building permit and shall not be removed for 30 days. The recipient of the building permit shall also file a notarized affidavit with the Clerk of Council certifying under penalty of perjury the date on which the sign required in the above paragraph was posted.

Ordinance 00-D-1664Z-00-88 Jan 25, 2001

I, the applicant, acknowledge that all statements for this permit are true to the best of my knowledge, and that the work to be done thereon is authorized by the owner.

Meka Beed Mekahell 6/17/13
Applicant's Name Applicant's Signature Date

INSPECTION TYPE	PASS	FAIL	PASS	FAIL	PASS	FAIL
FOOTING						
INSULATION						
ELECTRICAL (FINAL)						
MECHANICAL (FINAL)						
PLUMBING (FINAL)						
ARBORIST (FINAL)						
BUILDING FINAL:						

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Page 1 of 1 EX OFFICIO MUNICIPAL
REVENUE COLLECTOR

SHOW RECEIPT DETAIL

RECEIPT

CITY OF ATLANTA
ATLANTATEST
55 TRINITY AVE SW

Application: 13-0169
Application Type: Building/Impact Fees/Fees/NA
Address: 1950 HOWELL MILL RD NW, ATLANTA, GA 30318
Owner Name: CRESCENT RESOURCES LLC
Owner Address:
Application Name: CIRCLE @ HOWELL MILL

Receipt No.	Ref Number	Amount Paid	Payment Date	Received	Comments
331757	86276	\$198,208.00	06/17/2013		

Owner Info.: CRESCENT RESOURCES LLC

Work Description: Land disturbance for new apartments

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REVENUE COLLECTOR
SG

RECEIPT

CITY OF ATLANTA
ATLANTATEST
55 TRINITY AVE SW

Application: LD-201300021
Application Type: Building/Multi Family/Land Development/NA
Address: 1950 HOWELL MILL RD NW, ATLANTA, GA 30318
Owner Name: CRESCENT RESOURCES LLC
Owner Address:
Application Name: CIRCLE @ HOWELL MILL

Receipt No.	Ref Number	Amount Paid	Payment Date	Received	Comments
331756	86276	\$13,369.05	06/17/2013		

Owner Info.: CRESCENT RESOURCES LLC

Work Description: Land disturbance for new apartments and foundation

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JUN 17 2013
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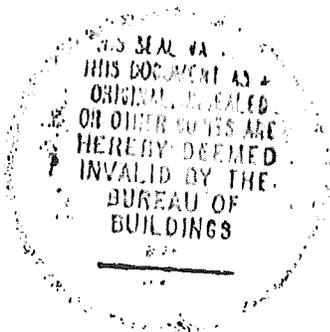
City of Atlanta
Office of Buildings – Zoning Division
55 Trinity Avenue, Suite 3900
Atlanta, Georgia 30303
Phone: 404-330-6175

VERIFICATION OF ZONING CLASSIFICATION

This is to advise that the property known as, 1950 Howell Mill Road NW located in land lot 153 of the 17 District Fulton County, Georgia is zoned Zoning 1: C-1-C, Zoning 2:, Zoning 3:, Zoning Overlay; according to the Office of Buildings/Zoning Enforcement Division.

C-1 COMMUNITY BUSINESS DISTRICT REGULATIONS

Comments:



[Handwritten Signature]
Zoning Review Official

April 24, 2013

Date

City of Atlanta Zoning Seal

<p>(Do Not Write Above This Line)</p> <p>A RESOLUTION BY CITY UTILITIES COMMITTEE</p> <p>A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH CRESCENT HOWELL MILL VENTURE, LLC, FOR THE CONSTRUCTION AND OPERATION OF TEMPORARY TIE-BACK SUPPORTS UNDER THE RIGHT-OF-WAY OF BECK STREET, N.W. AND EMERY STREET, N.W.; AND FOR OTHER PURPOSES.</p>	<p style="text-align: center;">First Reading</p> <p>Committee _____ Date _____ Chair _____ Referred To _____</p>	<p style="text-align: center;">FINAL COUNCIL ACTION</p> <p><input type="checkbox"/> 2ND <input type="checkbox"/> 1ST & 2ND <input type="checkbox"/> 3RD Readings</p> <p><input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> RC Vote</p>
<p><input type="checkbox"/> CONSENT REFER</p> <p><input type="checkbox"/> REGULAR REPORT REFER</p> <p><input type="checkbox"/> ADVERTISE & REFER</p> <p><input type="checkbox"/> 1ST ADOPT 2ND READ & REFER</p> <p><input type="checkbox"/> PERSONAL PAPER REFER</p>	<p style="text-align: center;">Committee</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (See rev. side) _____</p> <p>Other _____</p> <p>Members _____</p> <p>Refer To _____</p>	<p style="text-align: center;">Committee</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (See rev. side) _____</p> <p>Other _____</p> <p>Members _____</p> <p>Refer To _____</p>
<p>Date Referred _____</p> <p>Referred To: _____</p> <p>Date Referred _____</p> <p>Referred To: _____</p> <p>Date Referred _____</p> <p>Referred To: _____</p>	<p style="text-align: center;">Committee</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (See rev. side) _____</p> <p>Other _____</p> <p>Members _____</p> <p>Refer To _____</p>	<p style="text-align: center;">Committee</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (See rev. side) _____</p> <p>Other _____</p> <p>Members _____</p> <p>Refer To _____</p>
<p>MAYOR'S ACTION</p>		