

TO: John McDonough, City Manager

FROM: Thomas Black, Public Works Director

DATE: June 7, 2011, for Submission on the Consent Agenda of the June 21, 2011 City Council Meeting

ITEM: Consideration of Approval of the Acceptance of the Permanent Drainage Easements for Storm water

Public Works Department's Recommendation:

The staff recommends that the Mayor and City Council accept the following Permanent Drainage Easements:

1. Christine Klein and Jeffrey Klein.....LL 15, District 175200 Falcon Chase Lane
2. Ryan D. Mulderig and Frances C. Mulderig.....LL 22, District 17.....7415 Talbot Colony

Background:

Permanent Drainage Easements are needed for repairs and future maintenance of Storm Drainage infrastructure located at the above referenced address. The owners listed above have granted the City a Permanent Drainage Easement after discussions with City Public Works staff as to the necessity of such actions.

Discussion:

The attached exhibits include those plats on which the Permanent Drainage Easement is located on the property.

Alternatives:

N/A

Financial Impact:

The property owners listed above have electively donated the Permanent Drainage Easement. The City did not have to expend funds for the easement acquisition.

Attachments:

- I. Resolution
- II. Exhibits

*Public
Works*

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT THE PERMANENT DRAINAGE EASEMENTS ON PROPERTY
LOCATED IN LAND LOTS 15, OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON
COUNTY, GEORGIA**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance by the City of Sandy Springs of permanent drainage easement rights:

- 5200 Falcon Chase Lane, Land Lot 15 of the 17th District, Fulton County – Christine Klein and Jeffrey Klein
- 7415 Talbot Colony, Land Lot 22 of the 17th District, Fulton County – Ryan D. Mulderig and Frances C. Mulderig

WHEREAS, upon adoption of this Resolution, staff will incorporate the maintenance of the acquired property into the City's management program to effectuate the management of Department of Public Works' Right-of-Way policy and Storm water policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That they approve the acceptance of the permanent drainage easement rights in:

- Land Lot 15 of the 17th District, owned by Christine Klein and Jeffrey Klein
- Land Lot 22 of the 17th District, owned by Ryan D. Mulderig and Frances C. Mulderig

It is further affirmed that the property owners have been justly compensated by the City and there is no further financial impact to the City of Sandy Springs, other than the costs related to the recording of the documents and the maintenance of the City's right-of-way.

RESOLVED this the 21st day of June, 2011.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk
(Seal)

0 92 186 279 ft

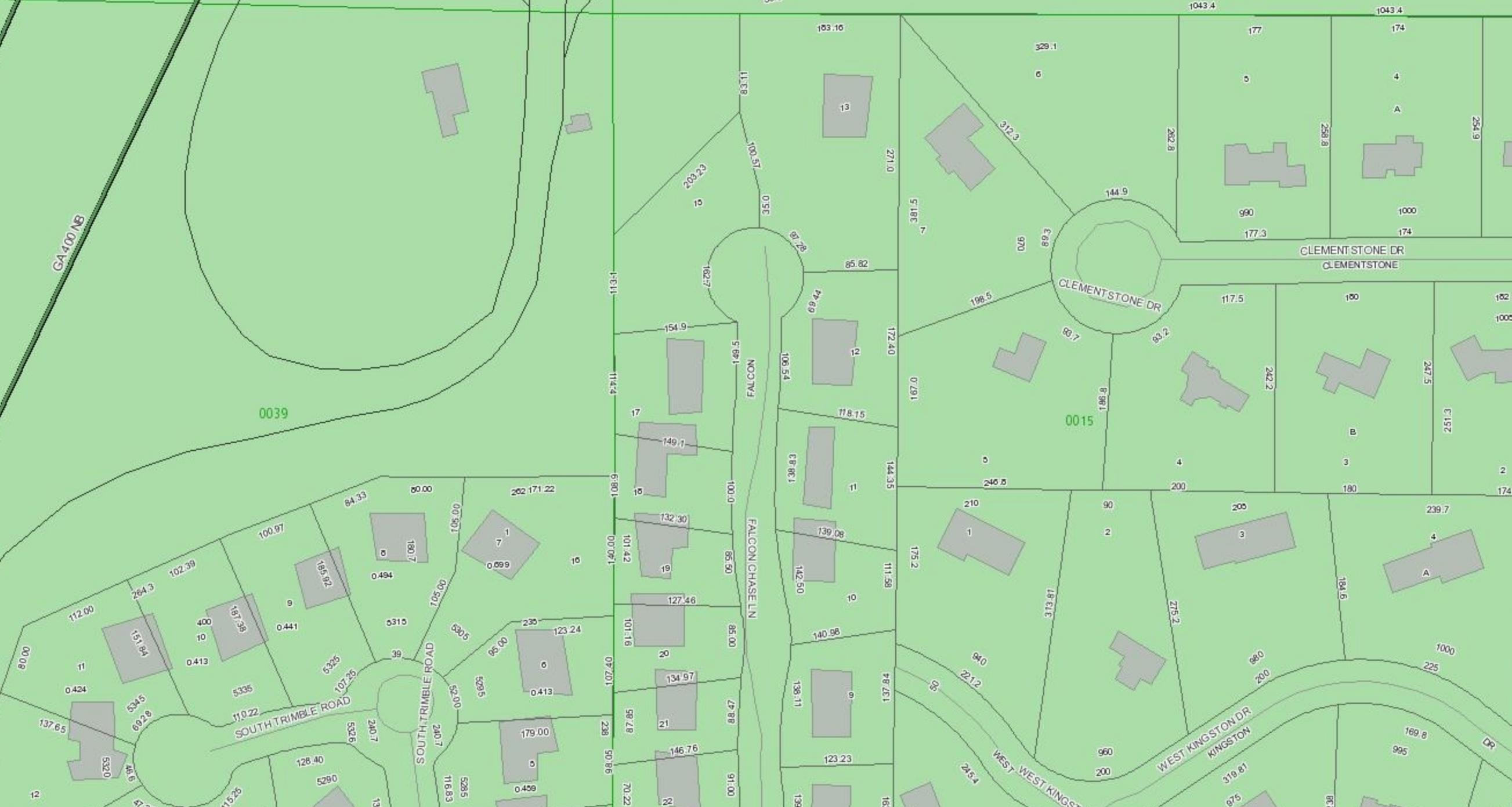
GA 400 SB
GA 400 NB

0038

0016

0039

0015



17235
51211

12

0.494

47.25

520

48.5

11528

110.22

5335

5345

6028

137.65

80.08

112.00

264.3

102.39

100.97

84.33

180.7

0.494

185.82

0.441

400

191.59

0.413

5315

5335

107.25

240.7

5326

128.40

5290

136.87

116.83

11

0.424

110.22

5345

6028

137.65

80.08

112.00

264.3

102.39

100.97

84.33

180.7

0.494

185.82

0.441

400

191.59

0.413

5315

5335

107.25

240.7

5326

128.40

5290

136.87

116.83

179.00

0.459

146.76

70.22

58.78

16

61.801

101.42

101.42

132.30

149.7

154.9

182.7

180.7

0.099

262.171.22

80.00

84.33

100.0

100.0

85.50

85.00

127.46

101.18

101.18

134.97

140.96

142.50

139.08

118.15

118.15

172.40

144.35

111.58

175.2

210

90

200

17

61.801

101.42

101.42

132.30

149.7

154.9

182.7

180.7

0.099

262.171.22

80.00

84.33

100.0

100.0

85.50

85.00

127.46

101.18

101.18

134.97

140.96

142.50

139.08

118.15

118.15

172.40

144.35

111.58

175.2

210

90

200

18

61.801

101.42

101.42

132.30

149.7

154.9

182.7

180.7

0.099

262.171.22

80.00

84.33

100.0

100.0

85.50

85.00

127.46

101.18

101.18

134.97

140.96

142.50

139.08

118.15

118.15

172.40

144.35

111.58

175.2

210

90

200

19

61.801

101.42

101.42

132.30

149.7

154.9

182.7

180.7

0.099

262.171.22

80.00

84.33

100.0

100.0

85.50

85.00

127.46

101.18

101.18

134.97

140.96

142.50

139.08

118.15

118.15

172.40

144.35

111.58

175.2

210

90

200

20

61.801

101.42

101.42

132.30

149.7

154.9

182.7

180.7

0.099

262.171.22

80.00

84.33

100.0

100.0

85.50

85.00

127.46

101.18

101.18

134.97

140.96

142.50

139.08

118.15

118.15

172.40

144.35

111.58

175.2

210

90

200

21

61.801

101.42

101.42

132.30

149.7

154.9

182.7

180.7

0.099

262.171.22

80.00

84.33

100.0

100.0

85.50

85.00

127.46

101.18

101.18

134.97

140.96

142.50

139.08

118.15

118.15

172.40

144.35

111.58

175.2

210

90

200

22

61.801

101.42

101.42

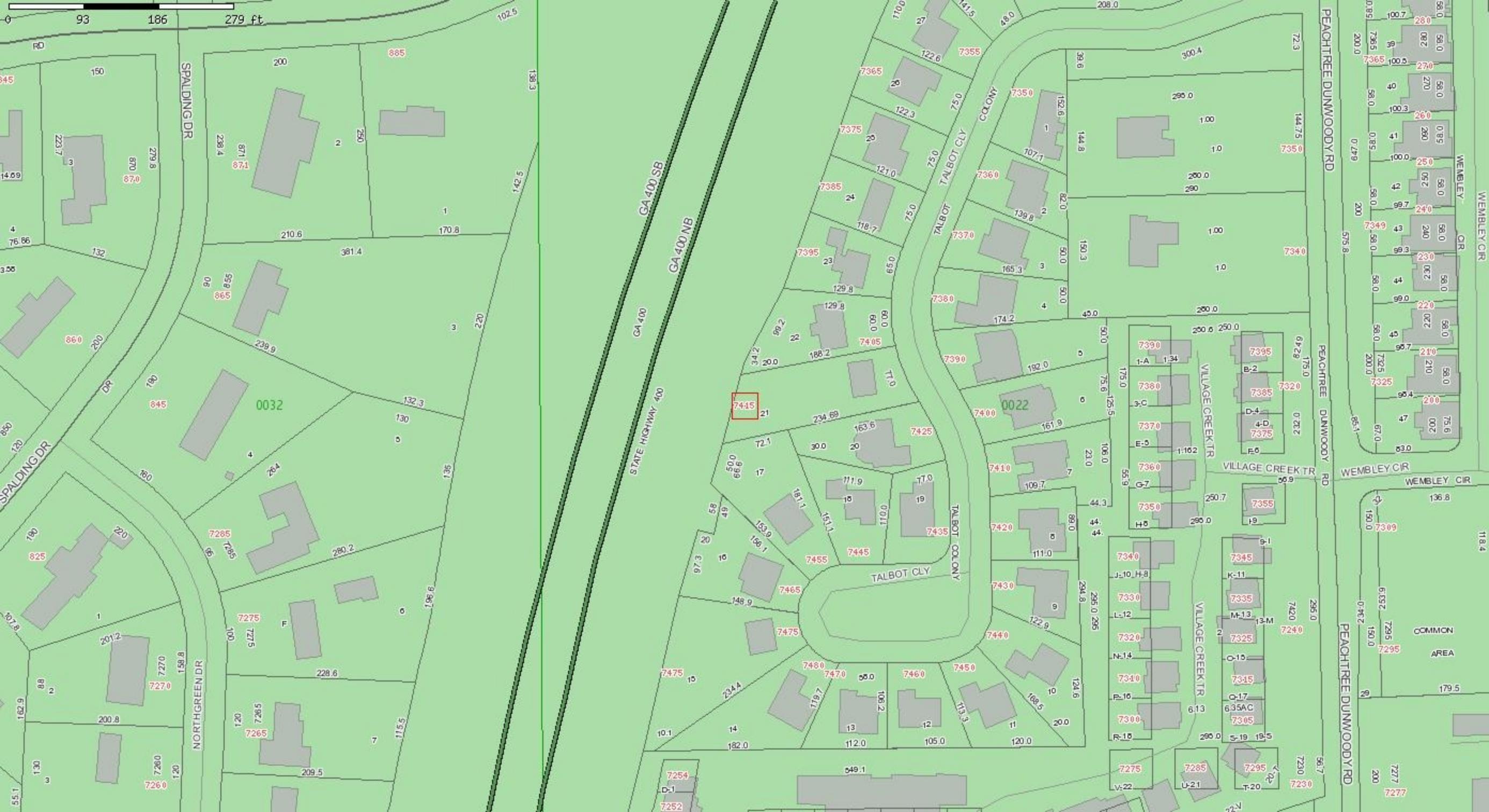
132.30

149.7

154.9

182.7

180.7



93 186

279 ft

102.5

SPALDING DR

GA 400 SB
GA 400 NB
STATE HIGHWAY 400

PEACHTREE DUNWOODY RD

PEACHTREE DUNWOODY RD

WEMBLEY CIR

PEACHTREE DUNWOODY RD

WEMBLEY CIR

WEMBLEY CIR

COMMON AREA

279.8

239.9

264

201.2

7260

871

559

7285

7275

7265

250

381.4

280.2

228.6

209.5

170.8

220

361

936.7

155.5

574.1

136.3

222

132.3

130

210.6

239.9

264

280.2

209.5

170.8

220

361

936.7

155.5

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

122.6

122.3

121.0

118.7

129.8

0032

0022

7445

7275

7285

7295

7230

7277

7277

7254

7252

7309

7309

7325

7325

7349

7349

7365

7365

7385

7385

7395

7395

7405

7405

7415

7415

7425

7425

7435

7435

7445

7445

7455

7455

7465

7465

7475

7475

7485

7485

7495

7495

7505

7505

7515

7515

7525

7525

7535

7535

7545

7545

7555

7555

7565

7565

7575

7575

7585

7585

7595

7595

7605

7605

7615

7615

7625

7625

7635

7635

7645

7645

7655

7655

7665

7665

7675

7675

7685

7685

7695

7695

7705

7705

7715

7715

7725

7725

7735

7735

7745

7745

7755

7755

7765

7765

7775

7775

7785

7785

7795

7795

7805

7805

7815

7815

7825

7825

7835

7835

7845

7845

7855

7855

7865

7865

7875

7875

7885

7885

7895

7895

7905

7905

7915

7915

7925

7925

7935

7935

7945

7945

7955

7955

7965

7965

7975

7975

7985

7985

7995

7995

8005

8005

8015

8015

8025

8025

8035

8035

8045

8045

8055

8055

8065

8065

8075

8075

8085

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS AGREEMENT is entered into this 30th day of April, 2011 between Christine Klein and Jeffery Klein, herein referred to as the "**Grantor**", and the CITY OF SANDY SPRINGS, GEORGIA, hereinafter called the "**Grantee**".

WHEREAS, the Grantee is desirous of obtaining a permanent drainage easement for the construction, maintenance, and future improvements or upgrades of drainage appurtenances as described in Exhibit "A" on or across the property of Grantor located at 5200 Falcon Chase Lane, Sandy Springs, Georgia, more particularly described on the Final Plat as recorded in Plat Book 178, page 11, Fulton County Records (hereinafter referred to as the "Property"), and incorporated herein by reference.

WHEREAS, Grantor desires to convey said permanent drainage easement and any and all stormwater infrastructure improvements located within said permanent drainage easement in the said described property as is further shown on the attached Exhibit "A", and incorporated herein by reference.

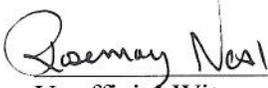
NOW, THEREFORE, for and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid by each party to the other, it is HEREBY AGREED as follows:

1. The City of Sandy Springs hereby agrees to maintain the City Stormwater Infrastructure as set forth in Exhibit "A" in a structurally sound condition so that it satisfies its stormwater management function to protect the public health, safety, and welfare.
2. The Grantor hereby agrees to provide prompt notice to the City of any maintenance issues regarding the functioning of the pond and/or stormwater infrastructure.
3. The Grantor hereby grants to the City of Sandy Springs a Permanent Easement to enter upon the premises for purposes of inspection, maintenance, and improvements to the City Stormwater Infrastructure. Provided, however, that the City of Sandy Springs shall provide 24 hour notice of the City's intention to enter upon the property. Except, however, no notice shall be required in the event of an emergency threatening loss of life or property, Sandy Springs is hereby granted immediate access to the Easement Area to perform any required maintenance or improvements.
4. Owner is prohibited from: a) the importation of fill or debris into the Easement Area, b) any modification to any structure or any action which increases the volume of water entering into the City Stormwater Infrastructure without the City of Sandy Springs'

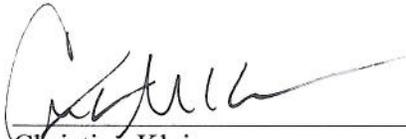
approval, c) constructing or maintaining any structure which would obstruct the City of Sandy Springs ability to maintain the City Stormwater Infrastructure, d) any action violating a state or federal law or local ordinance with respect to the City Stormwater Infrastructure. Owner understands and agrees that the City of Sandy Springs has the right to remove any trees, vegetation or structures which obstruct access to the Easement Area.

5. The Owner agrees that the City can assign its rights and responsibilities under this agreement.
6. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. IT IS HEREBY STIPULATED AND AGREED that this Agreement constitutes a covenant running with the land herein described.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date of acceptance by Owner.



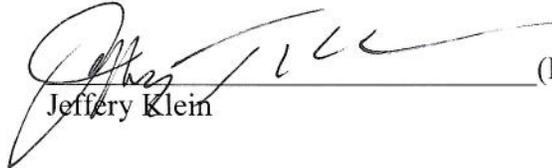
Unofficial Witness



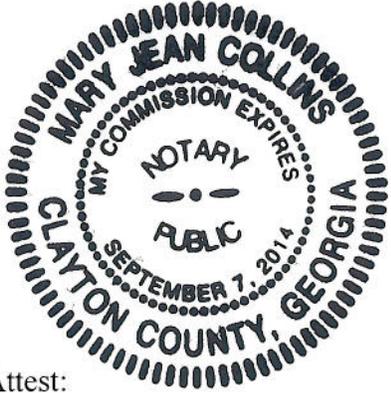
Christine Klein (L.S.)



Notary Public



Jeffery Klein (L.S.)



Attest:

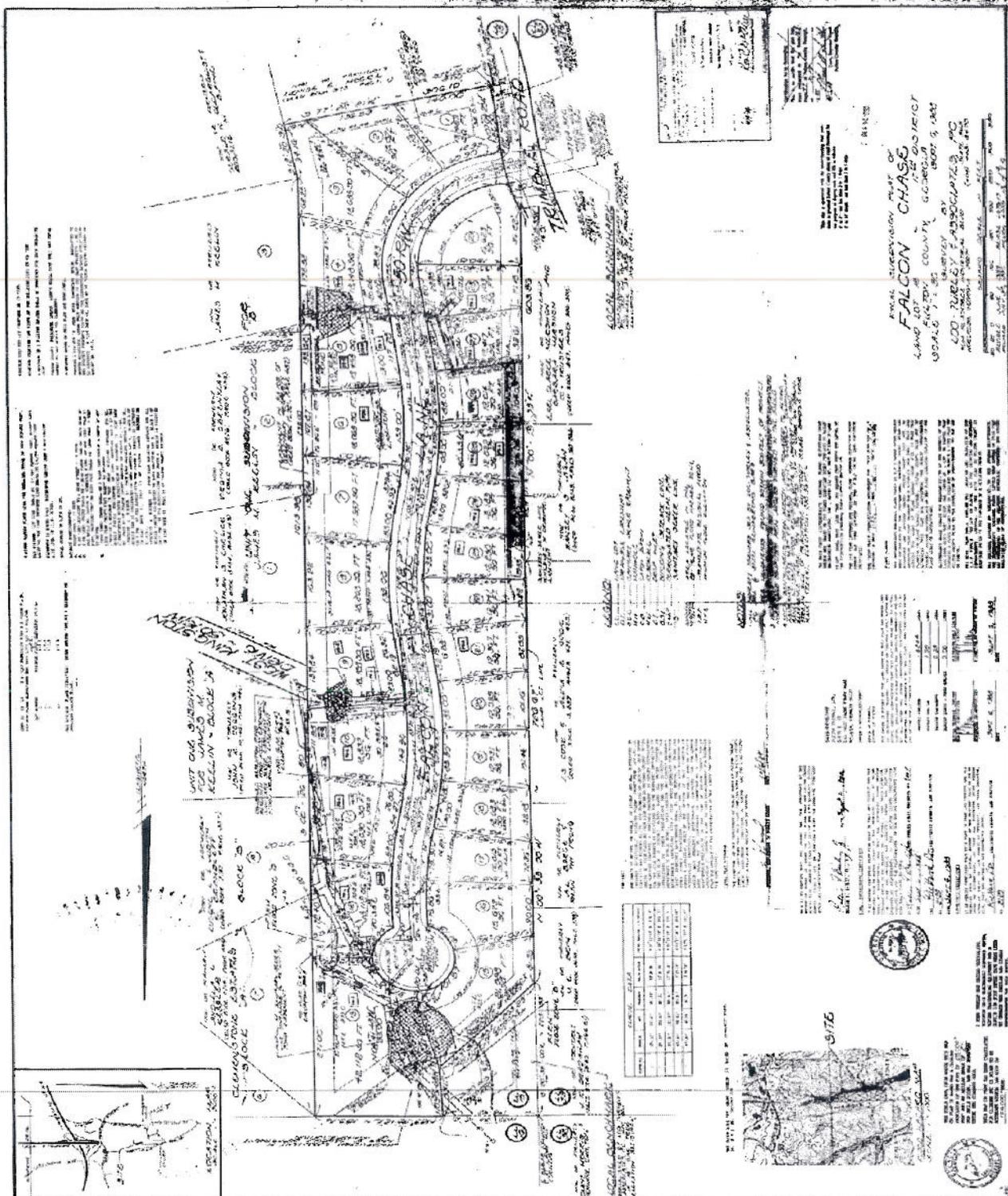
City Clerk

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eva Galambos, Mayor

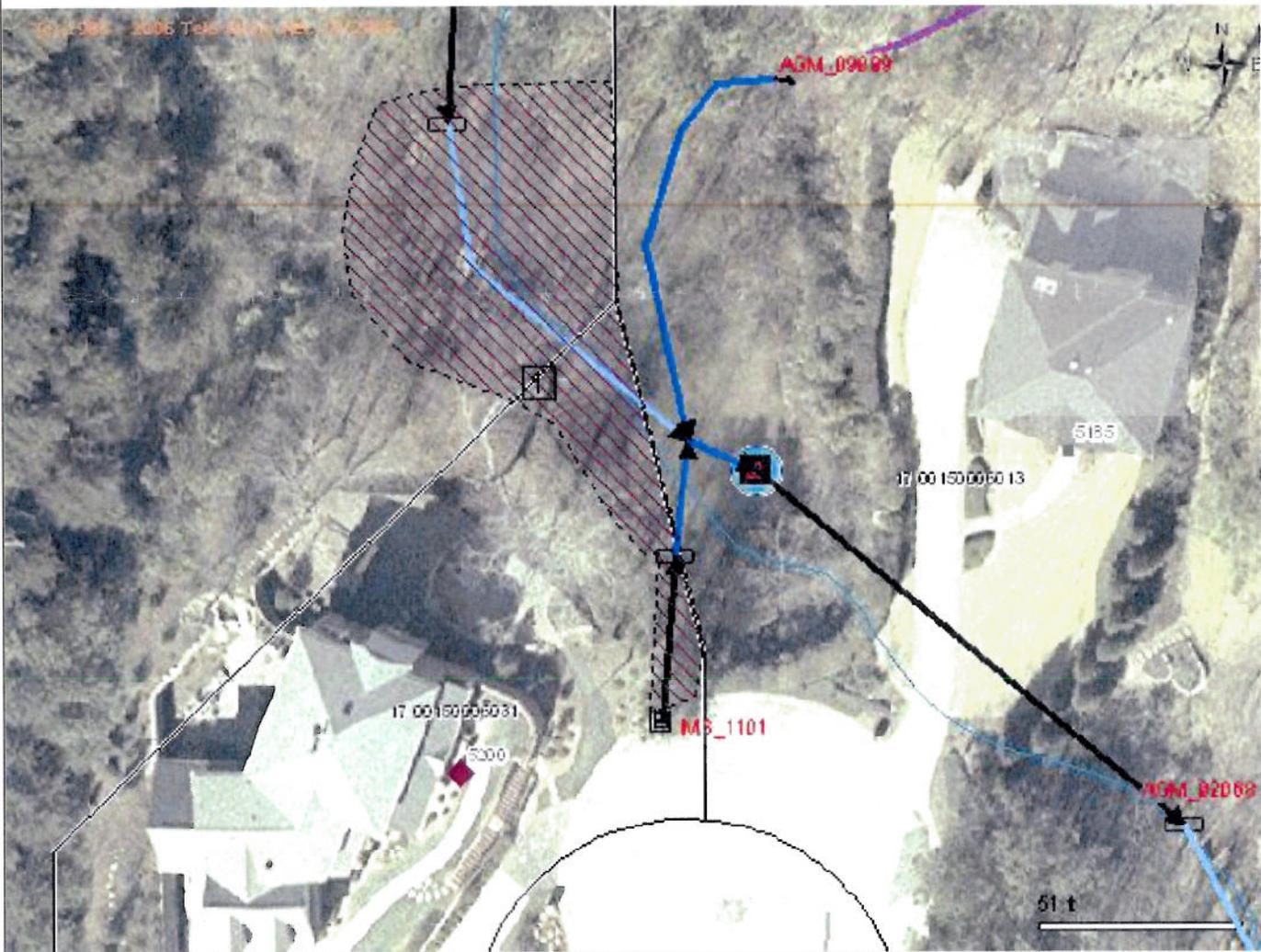
Approved as to Form:

Office of the City Attorney



- Subdivision Plat as per deed book
- Minimal storm data shown on original plat
- Additional Information shown on page 2

5200 Falcon Chase Lane



1 polygon

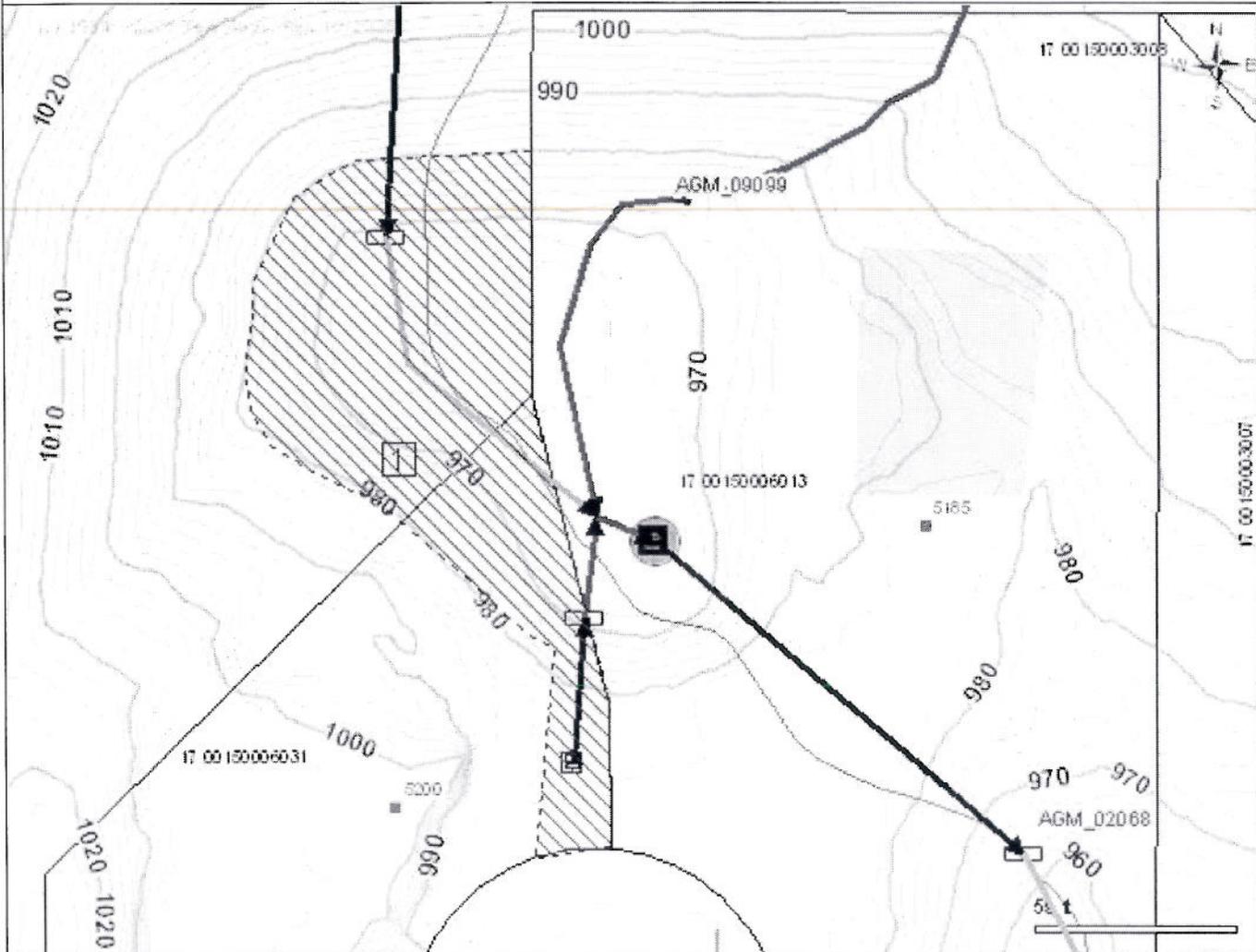
Map Printed On {2010-12-21 16:15}

This map has been compiled from the most accurate source data from Fulton County and the City of Sandy Springs. This map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries please contact the City of Sandy Springs.

Legend

- Hashed area represents area requested for easement needed to maintain stormwater appurtenances
- Pond structures to be repaired/removed/ adjusted as needed to function as required within the easement area
- Areas disturbed will be returned to original conditions to the extent possible
- Property Owner to be given notice prior to commencement of work and coordination with access to property

5200 Falcon Trace Lane



1 polygon

Map Printed On {2010-12-22 14:29}

This map has been compiled from the most accurate source data from Fulton County and the City of Sandy Springs. This map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries please contact the City of Sandy Springs.

Legend

- Hashed area represents area requested for easement needed to maintain stormwater appurtenances
- Pond structures to be repaired/removed/ adjusted as needed to function as required within the easement area
- Areas disturbed will be returned to original conditions to the extent possible
- Property Owner to be given notice prior to commencement of work and coordination with access to property

Using Materials/Landscaping of similar Site And quality.

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS AGREEMENT is entered into this _____ day of _____, 2011 between Ryan D. Mulderig and Frances C. Mulderig, herein referred to as the "**Grantor**", and the CITY OF SANDY SPRINGS, GEORGIA, hereinafter called the "**Grantee**".

WHEREAS, the Grantee is desirous of obtaining a permanent drainage easement for the construction, maintenance, and future improvements or upgrades of drainage appurtenances as described in Exhibit "A" on or across the property of Grantor located at 7415 Talbot Colony, Sandy Springs, Georgia, more particularly described on the Final Plat as recorded in Plat Book 122, page 10, Fulton County Records (hereinafter referred to as the "Property"), and incorporated herein by reference.

WHEREAS, Grantor desires to convey said permanent drainage easement and any and all stormwater infrastructure improvements located within said permanent drainage easement in the said described property as is further shown on the attached Exhibit "A", and incorporated herein by reference.

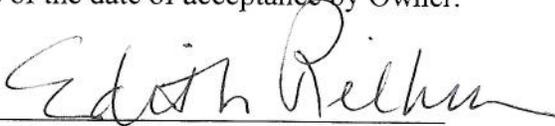
NOW, THEREFORE, for and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid by each party to the other, it is HEREBY AGREED as follows:

1. The City of Sandy Springs hereby agrees to maintain the City Stormwater Infrastructure as set forth in Exhibit "A" in a structurally sound condition so that it satisfies its stormwater management function to protect the public health, safety, and welfare.
2. The Grantor hereby agrees to provide prompt notice to the City of any maintenance issues regarding the functioning of the pond and/or stormwater infrastructure.
3. The Grantor hereby grants to the City of Sandy Springs a Permanent Easement to enter upon the premises for purposes of inspection, maintenance, and improvements to the City Stormwater Infrastructure. Provided, however, that the City of Sandy Springs shall provide 24 hour notice of the City's intention to enter upon the property. Except, however, no notice shall be required in the event of an emergency threatening loss of life or property, Sandy Springs is hereby granted immediate access to the Easement Area to perform any required maintenance or improvements.
4. Owner is prohibited from: a) the importation of fill or debris into the Easement Area, b) any modification to any structure or any action which increases the volume of water entering into the City Stormwater Infrastructure without the City of Sandy Springs'

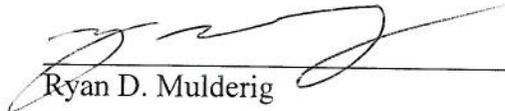
approval, c) constructing or maintaining any structure which would obstruct the City of Sandy Springs ability to maintain the City Stormwater Infrastructure, d) any action violating a state or federal law or local ordinance with respect to the City Stormwater Infrastructure. Owner understands and agrees that the City of Sandy Springs has the right to remove any trees, vegetation or structures which obstruct access to the Easement Area.

5. The Owner agrees that the City can assign its rights and responsibilities under this agreement.
6. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. IT IS HEREBY STIPULATED AND AGREED that this Agreement constitutes a covenant running with the land herein described.

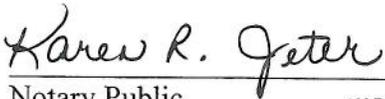
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date of acceptance by Owner.



Unofficial Witness



Ryan D. Mulderig (L.S.)



Notary Public

KAREN R. JETER
NOTARY PUBLIC
State of Georgia
Gwinnett County
My Comm. Expires July 26, 2013

Frances C. Mulderig (L.S.)

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eva Galambos, Mayor

Attest:

City Clerk

Approved as to Form:

Office of the City Attorney

approval, c) constructing or maintaining any structure which would obstruct the City of Sandy Springs ability to maintain the City Stormwater Infrastructure, d) any action violating a state or federal law or local ordinance with respect to the City Stormwater Infrastructure. Owner understands and agrees that the City of Sandy Springs has the right to remove any trees, vegetation or structures which obstruct access to the Easement Area.

- 5. The Owner agrees that the City can assign its rights and responsibilities under this agreement.
- 6. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. IT IS HEREBY STIPULATED AND AGREED that this Agreement constitutes a covenant running with the land herein described.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date of acceptance by Owner.

Unofficial Witness

Shonda M. Rowe
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires _____

Notary Public, Fulton County, Georgia
My Commission Expires 3-27-2015

Ryan D. Mulderig (L.S.)

[Signature]
Frances C. Mulderig (L.S.)

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eva Galambos, Mayor

Attest:

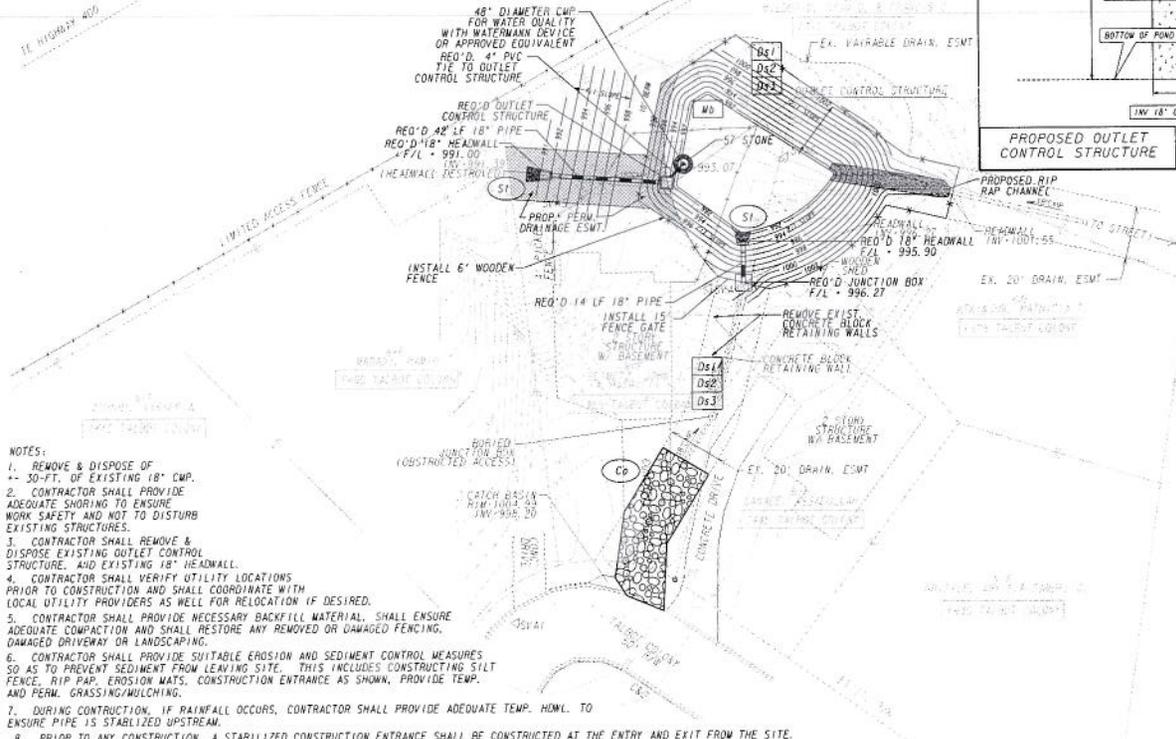
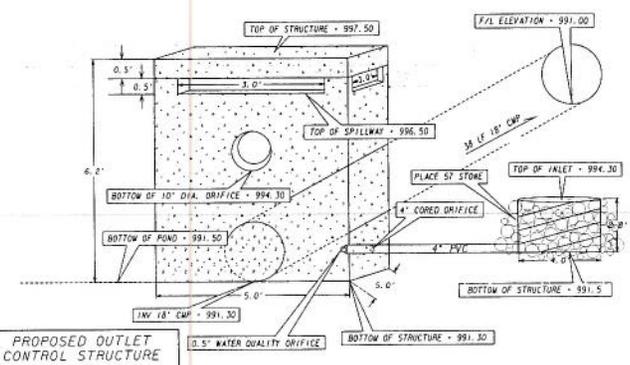
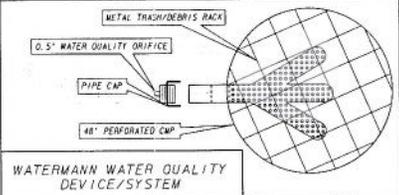
Approved as to Form:

City Clerk

Office of the City Attorney

EXHIBIT "A"

POINT	NORTH	EAST	ELEV.	DESC.
1	1438462.117	2239100.499	1004.880	PK NAIL
2	1438484.353	2239315.325	1016.200	NAIL
4	1438607.321	2239086.135	1001.262	NAIL
5	1438602.772	2239027.516	994.702	NAIL
6	1438664.925	2239080.933	1000.074	NAIL



- NOTES:
1. REMOVE & DISPOSE OF -- 30-FT. OF EXISTING 18" CWP.
 2. CONTRACTOR SHALL PROVIDE ADEQUATE SHORING TO ENSURE WORK SAFETY AND NOT TO DISTURB EXISTING STRUCTURES.
 3. CONTRACTOR SHALL REMOVE & DISPOSE EXISTING OUTLET CONTROL STRUCTURE, AND EXISTING 18" HEADWALL.
 4. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND SHALL COORDINATE WITH LOCAL UTILITY PROVIDERS AS WELL FOR RELOCATION IF DESIRED.
 5. CONTRACTOR SHALL PROVIDE NECESSARY BACKFILL MATERIAL, SHALL ENSURE ADEQUATE COMPACTION AND SHALL RESTORE ANY REMOVED OR DAMAGED FENCING, DAMAGED DRIVEWAY OR LANDSCAPING.
 6. CONTRACTOR SHALL PROVIDE SUITABLE EROSION AND SEDIMENT CONTROL MEASURES SO AS TO PREVENT SEDIMENT FROM LEAVING SITE. THIS INCLUDES CONSTRUCTING SILT FENCE, RIP RAP, EROSION MATS, CONSTRUCTION ENTRANCE AS SHOWN, PROVIDE TEMP. AND PERM. GRASSING/MULCHING.
 7. DURING CONSTRUCTION, IF RAINFALL OCCURS, CONTRACTOR SHALL PROVIDE ADEQUATE TEMP. HWYL. TO ENSURE PIPE IS STABILIZED UPSTREAM.
 8. PRIOR TO ANY CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT THE ENTRY AND EXIT FROM THE SITE.

Sd1-C	SEDIMENT BARRIERS (TYPE C SILT FENCE)
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
Ds3	DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)
Co	CONSTRUCTION EXIT
Sd2-F	TEMPORARY INLET PROTECTION
Ms	EROSION CONTROL MATTING AND BLANKETS
SI	STORM DRAIN OUTLET PROTECTION

PLANS PREPARED AND SUBMITTED BY:

AMERICAN ENGINEERS, INC.



NO.	DATE	DESCRIPTION

CITY OF SANDY SPRINGS
PUBLIC WORKS

PROPOSED IMPROVEMENTS

TALBOT COLONY
DETENTION POND

DATE: 04