



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. Jeffrey J. Schleuter and Kimberly J. Ray.....5185 Falcon Chase Lane
2. Sandra M. Madariaga.....7480 South Spalding Lake Drive

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:

- 5185 Falcon Chase Lane , Land Lot 15 of the 17th District, Fulton County – Jeffrey J. Schleuter and Kimberly J. Ray
- 7480 South Spalding Lake Drive, Land Lot 337 of the 6th District, Fulton County – Sandra M. Madariaga

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 Jeffrey J. Schleuter and Kimberly J. Ray
- Land Lot 337 of the 6th District, owned by Sandra M. Madariaga

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.

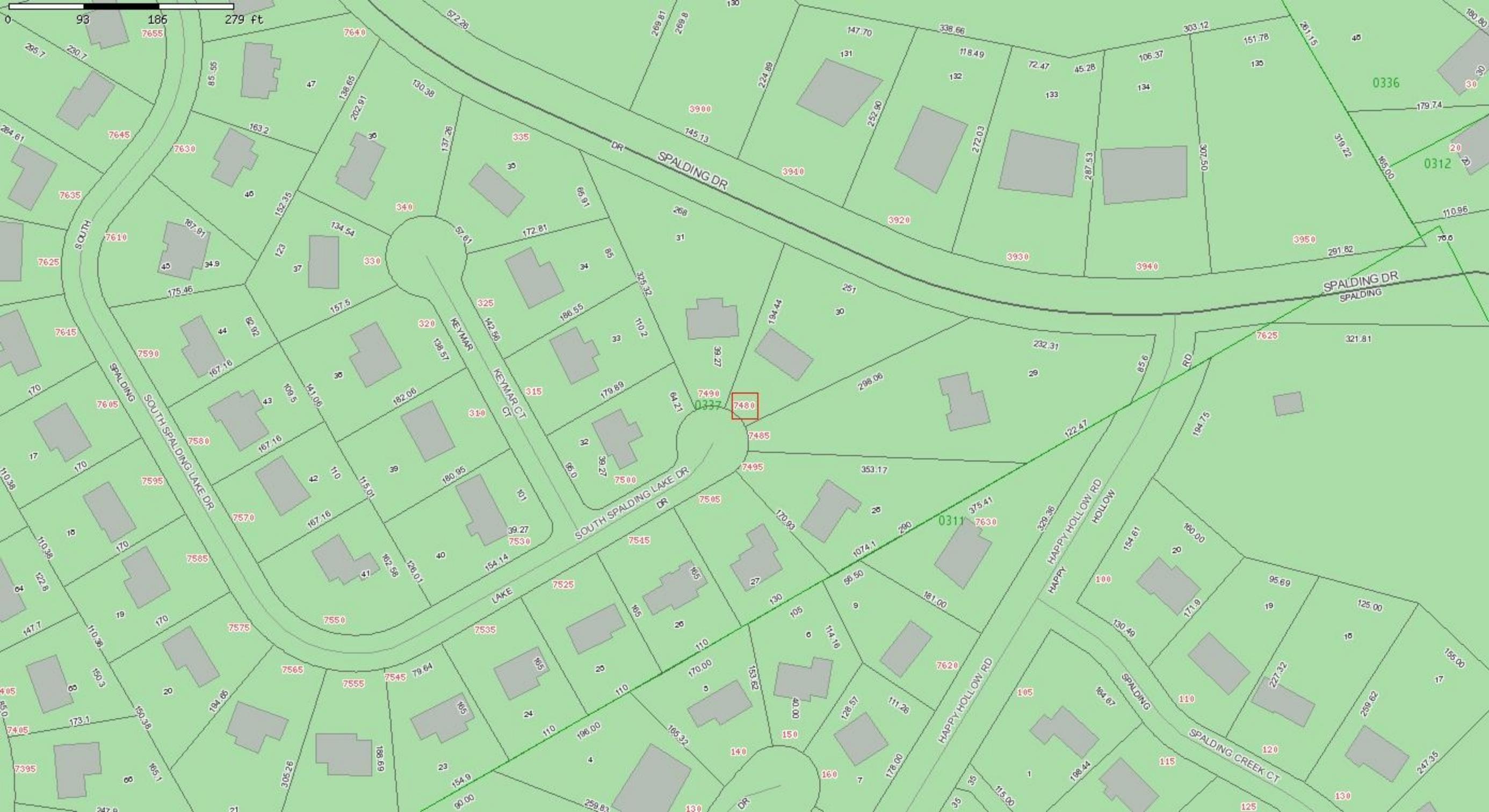
RESOLVED this the 21st day of June, 2011.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk
(Seal)



PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS AGREEMENT is entered into this 29th day of April, 2011 between Jeffrey J. Schlueter and Kimberly J. Ray, 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 5185 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.

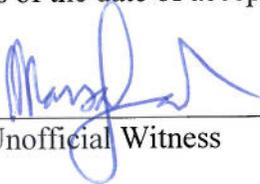
NOW, THEREFORE, for and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid by each party to the other, it is HEREBY AGREED as follows:

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'

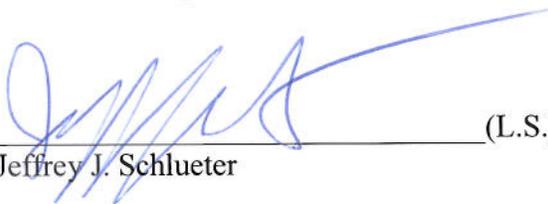
approval, c) constructing or maintaining any structure which would obstruct the City of Sandy Springs ability to maintain the City Stormwater Infrastructure, d) any action violating a state or federal law or local ordinance with respect to the City Stormwater Infrastructure. Owner understands and agrees 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.



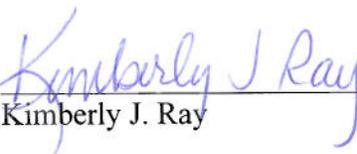
Unofficial Witness



Jeffrey J. Schlueter (L.S.)



Notary Public



Kimberly J. Ray (L.S.)



CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eva Galambos, Mayor

Attest:

Approved as to Form:

City Clerk

Office of the City Attorney

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS AGREEMENT is entered into this 4 day of May, ²⁰¹¹2010 between Sandra M. Madariaga, 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 7480 South Spalding Lake Drive, Sandy Springs, Georgia, more particularly described on the Final Plat as recorded in Plat Book 134, page 74, 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.

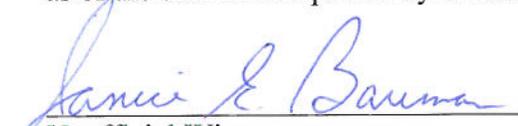
NOW, THEREFORE, for and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid by each party to the other, it is HEREBY AGREED as follows:

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.
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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

 (L.S.)
Sandra M. Madariaga


Notary Public

(L.S.)

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eva Galambos, Mayor

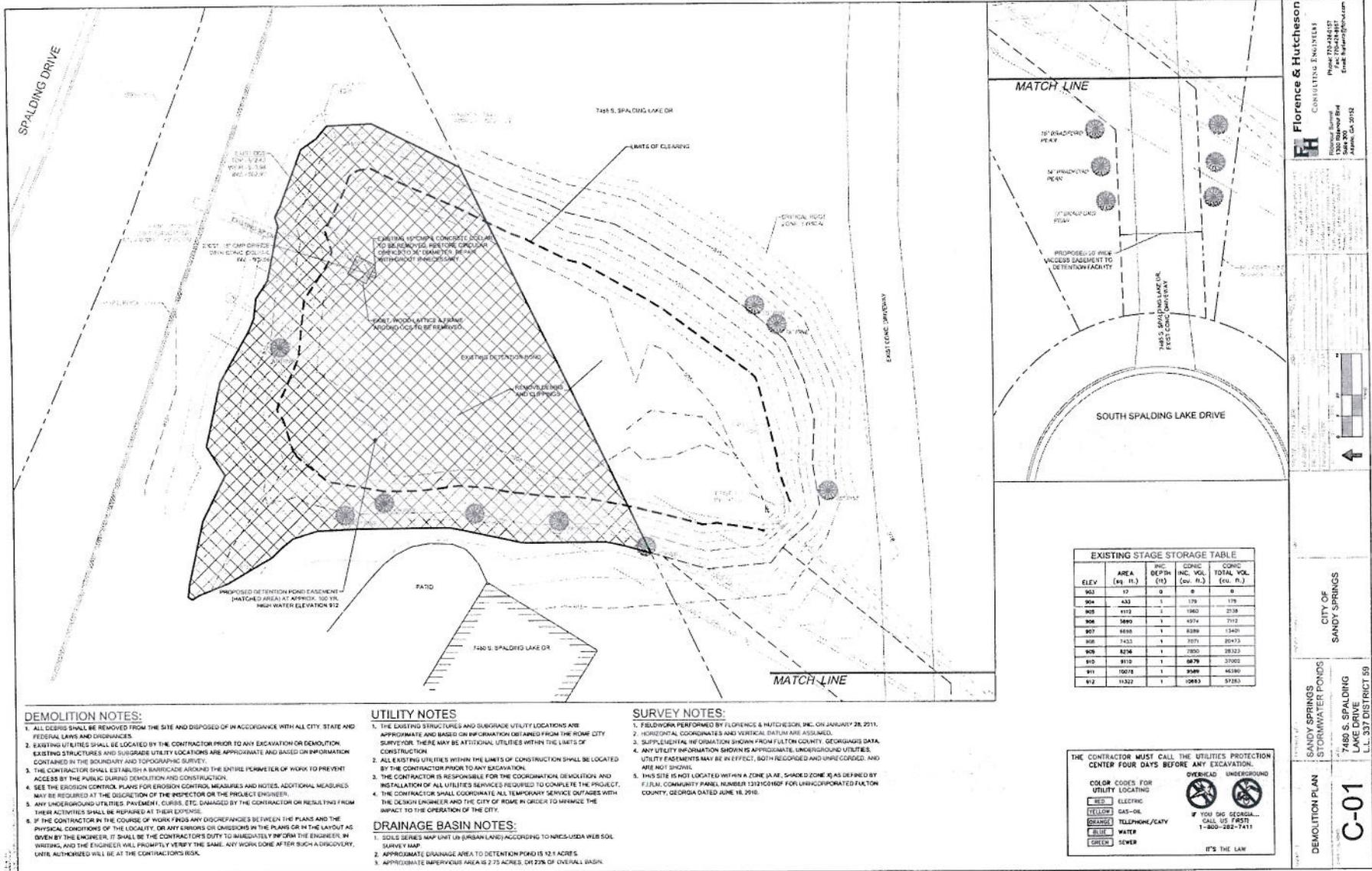
Attest:

Approved as to Form:

City Clerk

Office of the City Attorney

EXHIBIT "A"



EXISTING STAGE STORAGE TABLE

ELEV	AREA (sq. ft.)	INC. DEPTH (ft.)	CONC. INC. VOL. (cu. ft.)	CONC. TOTAL VOL. (cu. ft.)
903	17	0	0	0
904	433	1	178	178
905	1112	1	1360	2138
906	3890	1	4974	7112
907	6688	1	8360	13472
908	7433	1	9291	22763
909	8276	1	10350	33113
910	9119	1	11479	44592
911	10078	1	12689	57281
912	11222	1	14060	71341

DEMOLITION NOTES:

1. ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL LAWS AND ORDINANCES.
2. EXISTING UTILITIES SHALL BE LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION OR DEMOLITION. EXISTING STRUCTURES AND SUBGRADE UTILITY LOCATIONS ARE APPROPRIATE AND BASED ON INFORMATION CONTAINED IN THE BOUNDARY AND TOPOGRAPHIC SURVEY.
3. THE CONTRACTOR SHALL ESTABLISH A BARRICADE AROUND THE ENTIRE PERIMETER OF WORK TO PREVENT ACCESS BY THE PUBLIC DURING DEMOLITION AND CONSTRUCTION.
4. SEE THE EROSION CONTROL PLANS FOR EROSION CONTROL MEASURES AND NOTES. ADDITIONAL MEASURES MAY BE REQUIRED AT THE DISCRETION OF THE INSPECTOR OR THE PROJECT ENGINEER.
5. ANY UNDERGROUND UTILITIES (PAVEMENT, CURBS, ETC.) DAMAGED BY THE CONTRACTOR OR RESULTING FROM THEIR ACTIVITIES SHALL BE REPAIRED AT THEIR EXPENSE.
6. IF THE CONTRACTOR IN THE COURSE OF WORK FINDS ANY DISCREPANCIES BETWEEN THE PLANS AND THE PHYSICAL CONDITIONS OF THE LOCALITY, OR ANY ERRORS OR OMISSIONS IN THE PLANS OR IN THE LAYOUT AS GIVEN BY THE ENGINEER, IT SHALL BE THE CONTRACTOR'S DUTY TO IMMEDIATELY INFORM THE ENGINEER IN WRITING, AND THE ENGINEER WILL PROMPTLY VERIFY THE SAME. ANY WORK DONE AFTER SUCH A DISCOVERY, UNLESS AUTHORIZED WILL BE AT THE CONTRACTOR'S RISK.

UTILITY NOTES:

1. THE EXISTING STRUCTURES AND SUBGRADE UTILITY LOCATIONS ARE APPROXIMATE AND BASED ON INFORMATION OBTAINED FROM THE ROME CITY SURVEYOR. THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.
2. ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION, DEMOLITION AND INSTALLATION OF ALL UTILITIES SERVICES REQUIRED TO COMPLETE THE PROJECT.
4. THE CONTRACTOR SHALL COORDINATE ALL TEMPORARY SERVICE OUTAGES WITH THE DESIGN ENGINEER AND THE CITY OF ROME IN ORDER TO MINIMIZE THE IMPACT TO THE OPERATION OF THE CITY.

DRAINAGE BASIN NOTES:

1. SOLE SOURCE MAP UNIT 1A (URBAN LAND) ACCORDING TO NRCS-USDA WEB SOIL SURVEY MAP.
2. APPROXIMATE DRAINAGE AREA TO DETENTION POND IS 12.1 ACRES.
3. APPROXIMATE IMPERVIOUS AREA IS 2.75 ACRES, OR 23% OF OVERALL BASIN.

SURVEY NOTES:

1. FIELDWORK PERFORMED BY FLORENCE & HUTCHESON, INC. ON JANUARY 28, 2011.
2. HORIZONTAL COORDINATES AND VERTICAL DATUM ARE ASSUMED.
3. SUPPLEMENTAL INFORMATION SHOWN FROM FLUOR CORP. GEORGIA'S DATA.
4. ANY UTILITY INFORMATION SHOWN IS APPROXIMATE. UNDERGROUND UTILITIES, UTILITY EASEMENTS MAY BE IN EFFECT, BOTH RECORDED AND UNRECORDED, AND ARE NOT SHOWN.
5. THIS SITE IS NOT LOCATED WITHIN A ZONE (AE, SHADDED ZONE) AS DEFINED BY F.F.J.M. COMMUNITY PANEL NUMBER 13121016P FOR UNINCORPORATED FULTON COUNTY, GEORGIA DATED JUNE 18, 2010.

THE CONTRACTOR MUST CALL THE UTILITIES PROTECTION CENTER FOUR DAYS BEFORE ANY EXCAVATION.

COLOR CODES FOR UTILITY LOCATING

RED	ELECTRIC
YELLOW	GAS-OIL
ORANGE	TELEPHONE/CATV
BLUE	WATER
GREEN	SEWER

OVERHEAD UNDERGROUND

IF YOU DIG DEEPLY, CALL US FIRST!
1-800-282-7411

IT'S THE LAW

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CITY OF SANDY SPRINGS
SANDY SPRINGS STORMWATER PONDS
7480 S. SPALDING LAKE DRIVE
L.L. 337 DISTRICT 59

DEMOLITION PLAN
C-01