



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** May 6, 2011

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration of the Acceptance of the Permanent Drainage Easements for Mount Vernon Road Sidewalk Project T-6011-9

MEETING DATE: For Submission onto the May 17, 2011, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Resolution
Exhibits

APPROVAL BY CITY MANAGER: JFM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 5/17/2011

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: SMY

REMARKS:



TO: John McDonough, City Manager

FROM: Thomas Black, Public Works Director

DATE: May 3, 2011 for Submission onto the Consent Agenda of the May 17, 2011 City Council Meeting

ITEM: Consideration of the Acceptance of the Permanent Drainage Easements for Mount Vernon Road Sidewalk Project T-6011-9

Public Works Department's Recommendation:

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

1. David J. Hickey.....LL 338, 6th District.....7700 Mount Vernon Road
2. Foster North.....LL 338, 6th District.....7742 Mount Vernon Road
3. David E. Ward.....LL 338, 6th District.....7720 Mount Vernon Road

Background:

This project is designed to construct ADA compliant ramps, sidewalks and pedestrian lighting along Mount Vernon Road. The specific areas are more particularly shown on the enclosed highlighted plat(s).

Discussion:

The attached exhibits include the location and area of executed Permanent Drainage Easements being secured for construction of the project. This work is being done with as little inconvenience to the property owner as possible, and the property will be dressed, grassed and left in a good and clean condition.

Alternatives:

The Council could decide to not accept these easements and to forego the construction of the project.

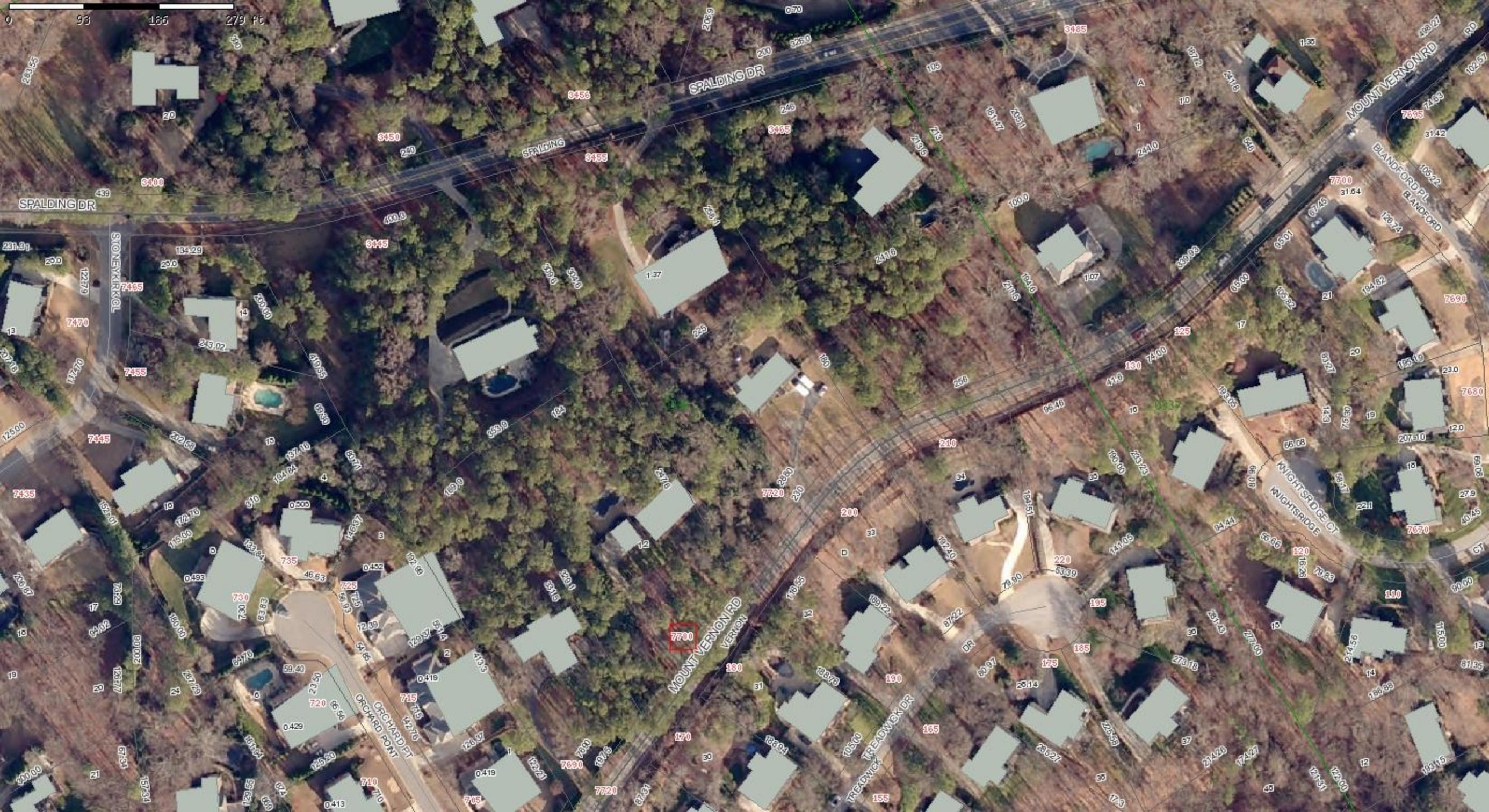
Financial Impact:

The Permanent Drainage Easements are donated at no cost to the City of Sandy Springs.

Attachments:

- I. Resolution
- II. Exhibits
 - A. Aerial Photo of project site
 - B. GIS Map

Public Works



0 93 186 279 Ft

SPALDING DR

SPALDING DR

MOUNT VERNON RD

STONEMIRE RD

MOUNT VERNON RD

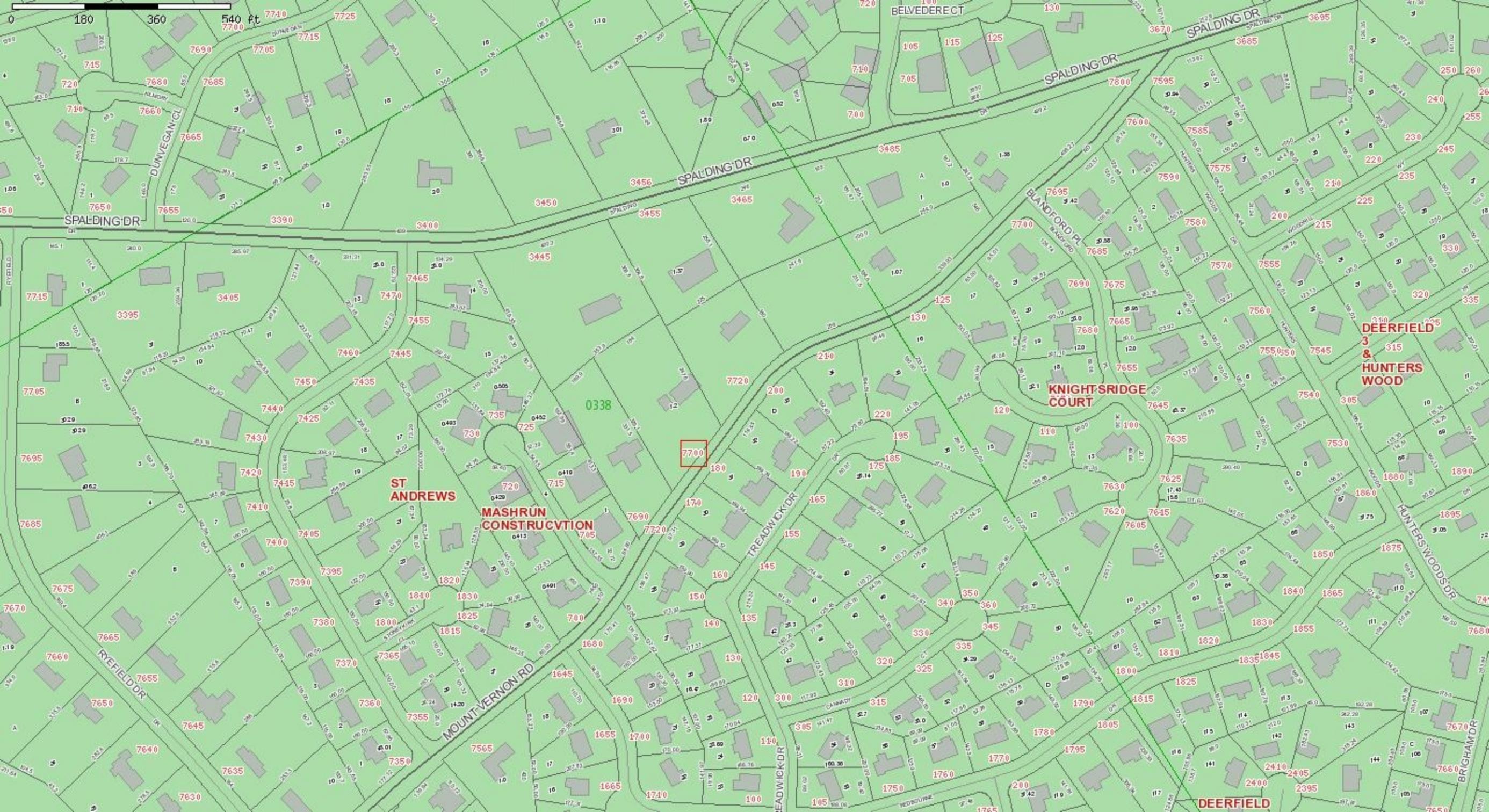
KNIGHTBRIDGE CT

TREADWELL DR

ORCHARD POINT

BLANDFORD PL

7700



0 180 360 540 ft

SPALDING DR

SPALDING DR

SPALDING DR

SPALDING DR

BELVEDERE CT

BLANDFORD PL

KNIGHTRIDGE COURT

ST ANDREWS

MASHRUN CONSTRUCTION

MOUNT VERNON RD

TREADWICK DR

DEERFIELD
3
&
HUNTERS WOOD

HUNTERSWOODS DR

DEERFIELD

BRIGHTMOR

7700

0338

PERMANENT DRAINAGE EASEMENT

**STATE OF GEORGIA
FULTON COUNTY**

THIS AGREEMENT is entered into the 11TH day of April in the year of 2011, between **David J. Hickey** herein referred to as the "Grantor", and CITY OF SANDY SPRINGS, GEORGIA, hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining a **238** SF permanent drainage easement across the property of Grantor, located in Land Lot **338** of Land District **06** of SANDY SPRINGS, GEORGIA as is more particularly described in Exhibit "A" hereto and incorporated herein by reference, in connection with the improvement of **Mount Vernon Road Sidewalk Project T-6011-9** and:

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

GRANTOR further agrees to grant the Grantee a Temporary Driveway Easement for the re-construction of that portion of the Grantor's driveway shown in the easement area on Exhibit "B". Said temporary driveway easement rights shall expire upon the completion and the acceptance of the project by the City of Sandy Springs, GA.

NOW, THEREFORE, in consideration of the foregoing recitals and ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby sell and convey to SANDY SPRINGS, GEORGIA, the Permanent Drainage Easement described on and illustrated by the drawing attached hereto as Exhibit "A", and incorporated herein by reference.

The easement herein shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Amy Harkin
Unofficial Witness

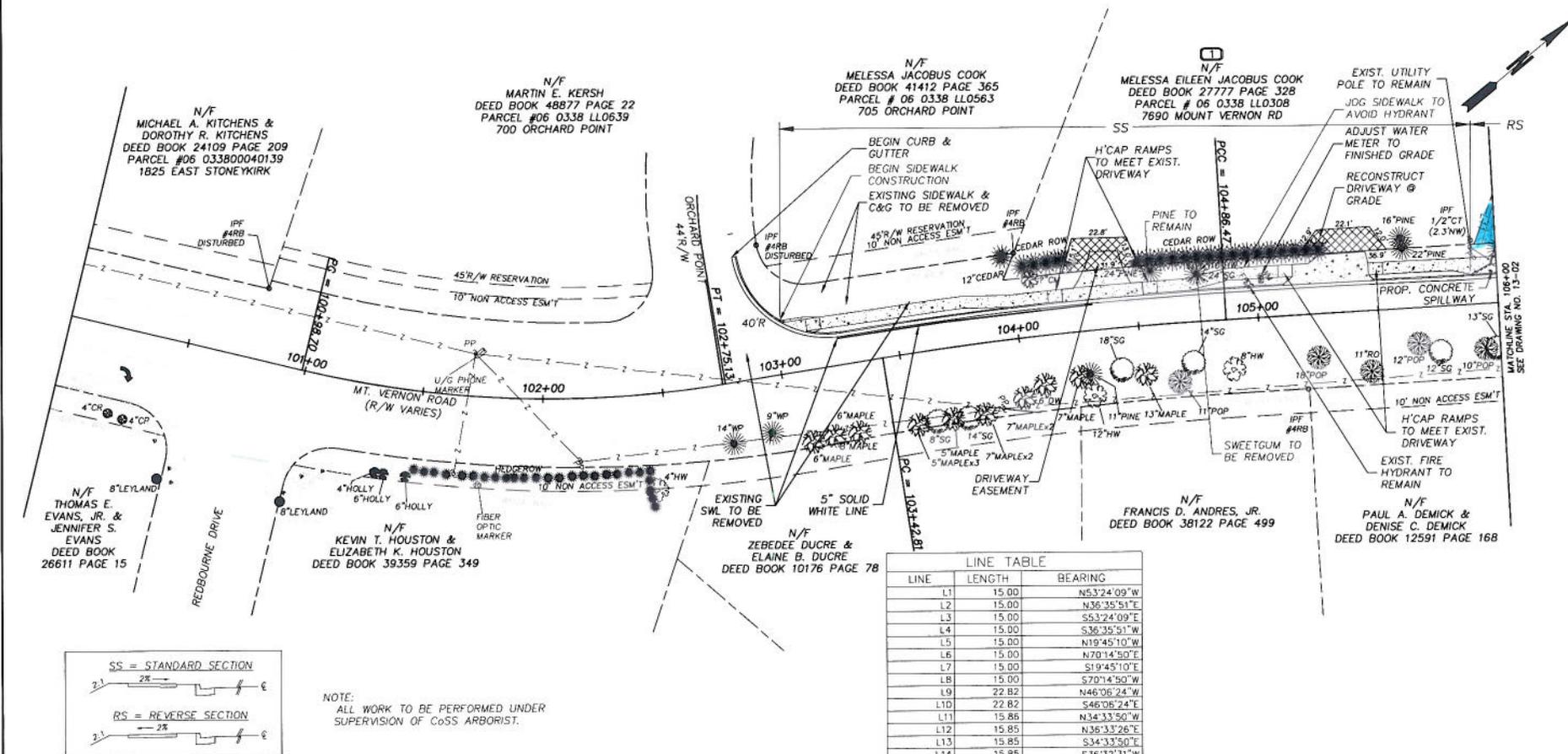
David J. Hickey
David J. Hickey

René Griffis
Notary Public

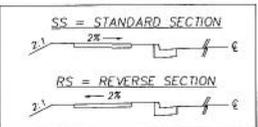


MY COMMISSION EXPIRES 12-10-13

CITY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
SANDY SPRINGS	T-8011-9	1	4



LINE	LENGTH	BEARING
L1	15.00	N53°24'09"W
L2	15.00	N36°35'51"E
L3	15.00	S53°24'09"E
L4	15.00	S36°35'51"W
L5	15.00	N19°45'10"W
L6	15.00	N70°14'50"E
L7	15.00	S19°45'10"E
L8	15.00	S70°14'50"W
L9	22.82	N46°06'24"W
L10	22.82	S46°06'24"E
L11	15.85	N34°33'50"W
L12	15.85	N36°33'26"E
L13	15.85	S34°33'50"E
L14	15.85	S36°32'31"W



REVISION DATES	
4/15/11	UPHOLD OWNER'S VIEW FOR PARCELS 2, 4 & 8

CITY OF SANDY SPRINGS PUBLIC WORKS DEPARTMENT	
OFFICE: PUBLIC WORKS	DATE: 2/23/11
CONCEPTUAL MAINLINE PLAN	
SIDEWALK IMPROVEMENTS MT. VERNON ROAD	SHEET NO. 13-01

SANDY SPRINGS, GEORGIA: PROJECT NO. T-8011-9, SHEET NO. 13-01, DATE: 2/23/11, DRAWN BY: J. B. BROWN, CHECKED BY: J. B. BROWN, SCALE: AS SHOWN, TITLE: CONCEPTUAL MAINLINE PLAN.

PERMANENT DRAINAGE EASEMENT

**STATE OF GEORGIA
FULTON COUNTY**

THIS AGREEMENT is entered into the 25 day of APRIL in the year of 2011, between **Foster North** herein referred to as the "Grantor", and CITY OF SANDY SPRINGS, GEORGIA, hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining a **225** SF permanent drainage easement across the property of Grantor, located in Land Lot **338** of Land District **06** of SANDY SPRINGS, GEORGIA as is more particularly described in Exhibit "A" hereto and incorporated herein by reference, in connection with the improvement of **Mount Vernon Road Sidewalk Improvements T-6011-9** and:

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

NOW, THEREFORE, in consideration of the foregoing recitals and ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby sell and convey to SANDY SPRINGS, GEORGIA, the Permanent Drainage Easement described on and illustrated by the drawing attached hereto as Exhibit "A", and incorporated herein by reference.

The easement herein shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

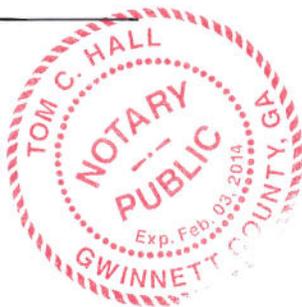
Signed, sealed and delivered in the presence of:

Bryant Bule
Unofficial Witness

Foster North
Foster North

Dean Chen
Notary Public

(Seal)



PERMANENT DRAINAGE EASEMENT

**STATE OF GEORGIA
FULTON COUNTY**

THIS AGREEMENT is entered into the 26 day of APRIL, in the year of 2011, between **David E. Ward** herein referred to as the "Grantor", and CITY OF SANDY SPRINGS, GEORGIA, hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining a **225** SF permanent drainage easement across the property of Grantor, located in Land Lot **338** of Land District **06** of SANDY SPRINGS, GEORGIA as is more particularly described in Exhibit "A" hereto and incorporated herein by reference, in connection with the improvement of **Mount Vernon Road Sidewalk Improvements** and:

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

NOW, THEREFORE, in consideration of the foregoing recitals and ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby sell and convey to SANDY SPRINGS, GEORGIA, the Permanent Drainage Easement described on and illustrated by the drawing attached hereto as Exhibit "A", and incorporated herein by reference.

The easement herein shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Cheryl Ann Subble
Unofficial Witness

[Signature]
David E. Ward

[Signature]
Notary Public

(Seal)



*EXHIBIT "A" IS ATTACHED,
MODIFIED FROM ORIGINAL
ON 4/14/11 & COMMUNICATED
TO DAVID E. WARD BY
KERRY MISSEL*

