
CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: February 17, 2011

FROM: John McDonough, City Manager

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

MEETING DATE: For Submission onto the March 1, 2011, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Resolution
Exhibits

APPROVAL BY CITY MANAGER: JMM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 3/1/2011

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: SMY

REMARKS:



TO: John McDonough, City Manager
FROM: Thomas Black, Public Works Director
DATE: February 18, 2011, for Submission onto the Consent Agenda of the March 1, 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. Lofton B. Odom and Faye Chitwood Odom.....74 Silverwood Road
2. Robert N. Larkin.....155 Belmont Trace
3. Nathaniel Papillion and Wanda P. Papillion.....5155 Falcon Chase Lane

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 51, 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:

Land Lot 51 of the 17th District, City of Sandy Springs, Fulton County, Georgia owned by Faye Chitwood Odom and Lofton B. Odom.

Land Lot 51 of the 17th District, City of Sandy Springs, Fulton County, Georgia owned by Robert N. Larkin.

Land Lot 150 of the 17th District, City of Sandy Springs, Fulton County, Georgia owned by Nathaniel Papillion and Wanda P. Papillion.

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 51 of the 17th District, which are owned by Faye Chitwood Odom and Lofton B. Odom.

Land Lot 125 of the 17th District, which are owned by Robert N. Larkin.

Land Lot 150 of the 17th District, which are owned by Nathaniel Papillion and Wanda P. Papillion.

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 1st day of March, 2011.

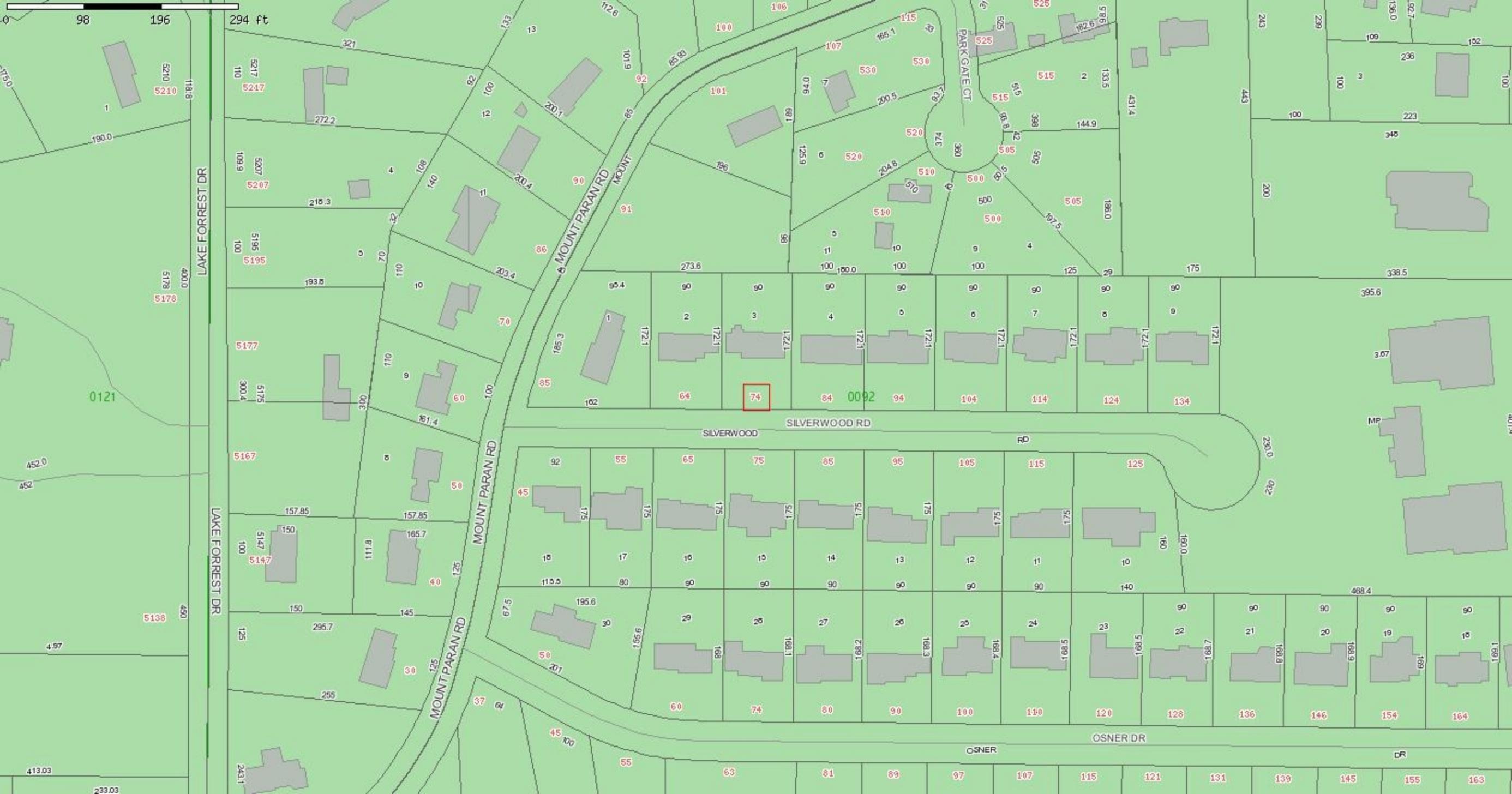
Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk
(Seal)





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MOUNT PARAN RD

SILVERWOOD RD

PARK GATE CT

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PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS AGREEMENT is entered into this 17th day of JANUARY, 2010 between Faye Chitwood Odom and Lofton B. Odom, 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 74 Silverwood Road, Sandy Springs, GA 30342, more particularly described on the Final Plat as recorded in Plat Book 53, page 2, 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:

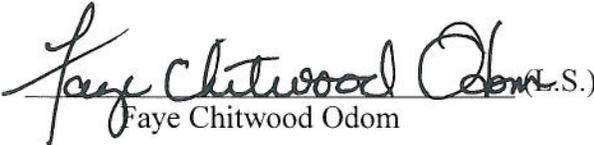
1. The City of Sandy Springs hereby agrees to maintain the City Stormwater Infrastructure as set forth in Exhibit "A" in a structurally sound condition so that it satisfies its stormwater management function to protect the public health, safety, and welfare.
2. The Grantor hereby agrees to provide prompt 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.

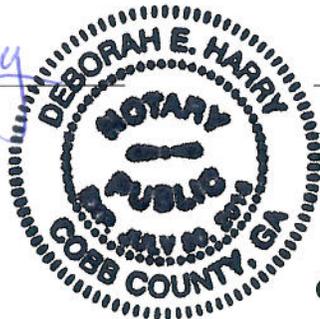
5. The Owner agrees that the City can assign its rights and responsibilities under this agreement.
6. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action 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


Faye Chitwood Odom (L.S.)


Notary Public




Lofton B. Odom (L.S.)

CITY OF SANDY SPRINGS, GEORGIA

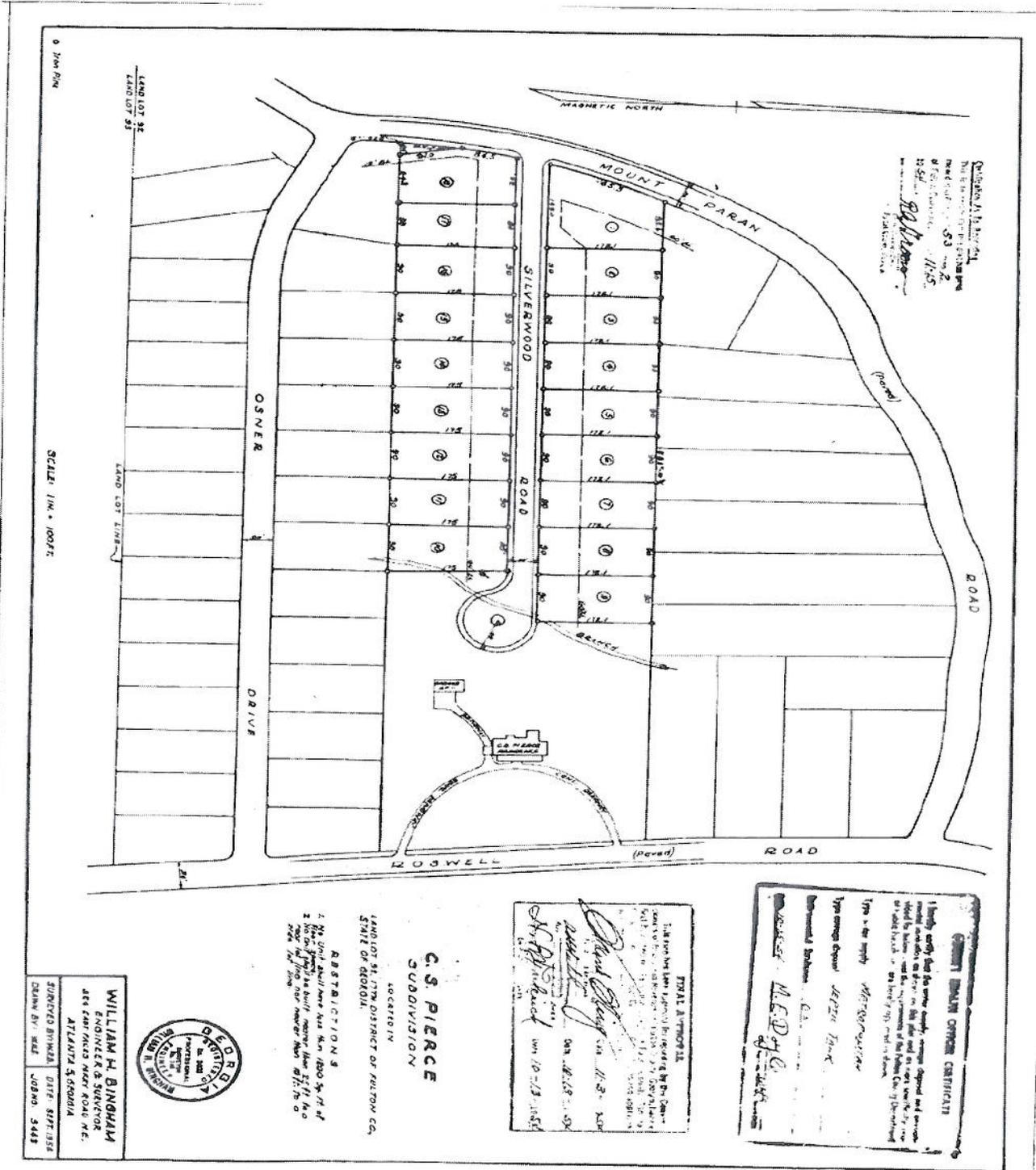
By: _____
Eva Galambos, Mayor

Attest:

Approved as to Form:

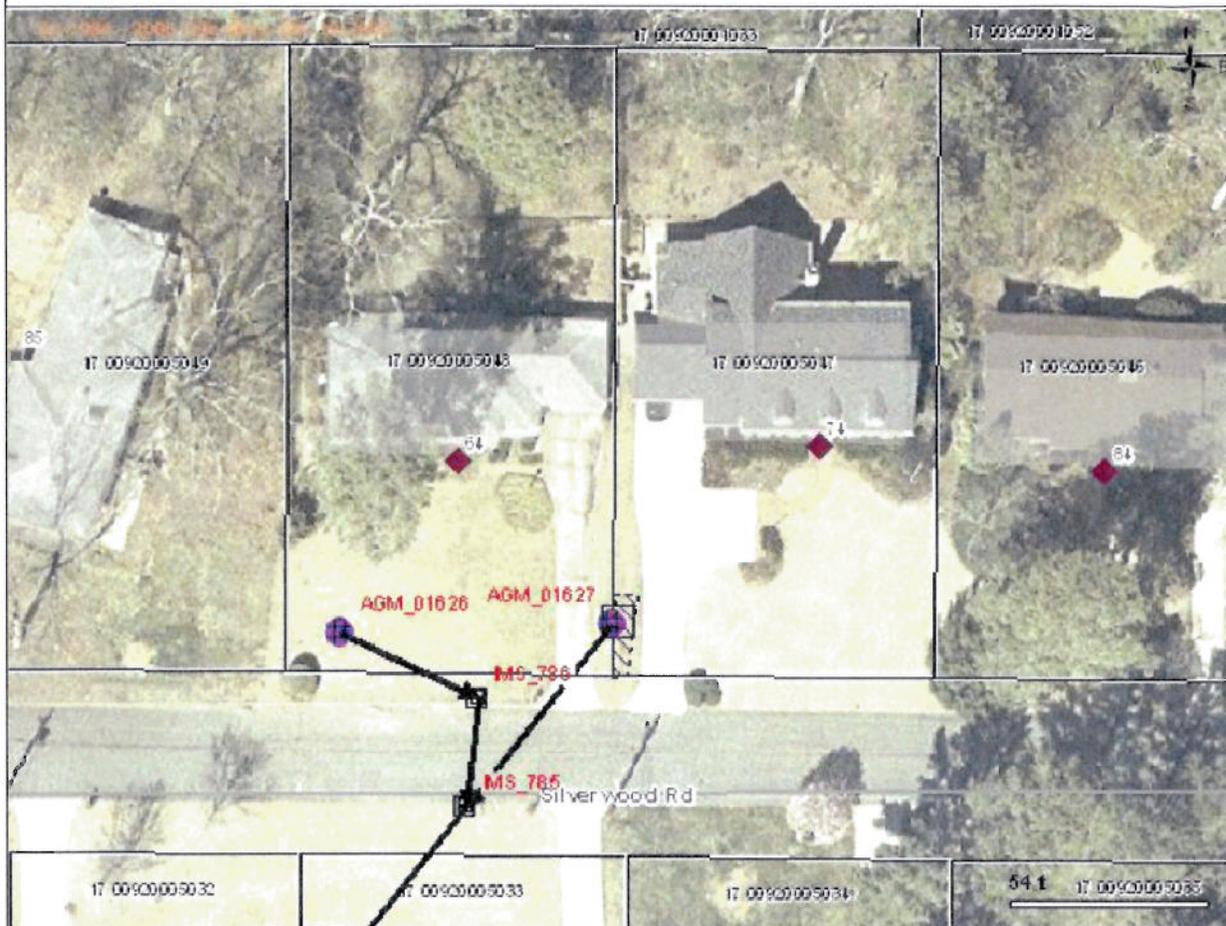
City Clerk

Office of the City Attorney



- Subdivision Plat as per recorded deed book
- No storm data shown on original recorded plat
- Additional Information on page 2

74 Silverwood



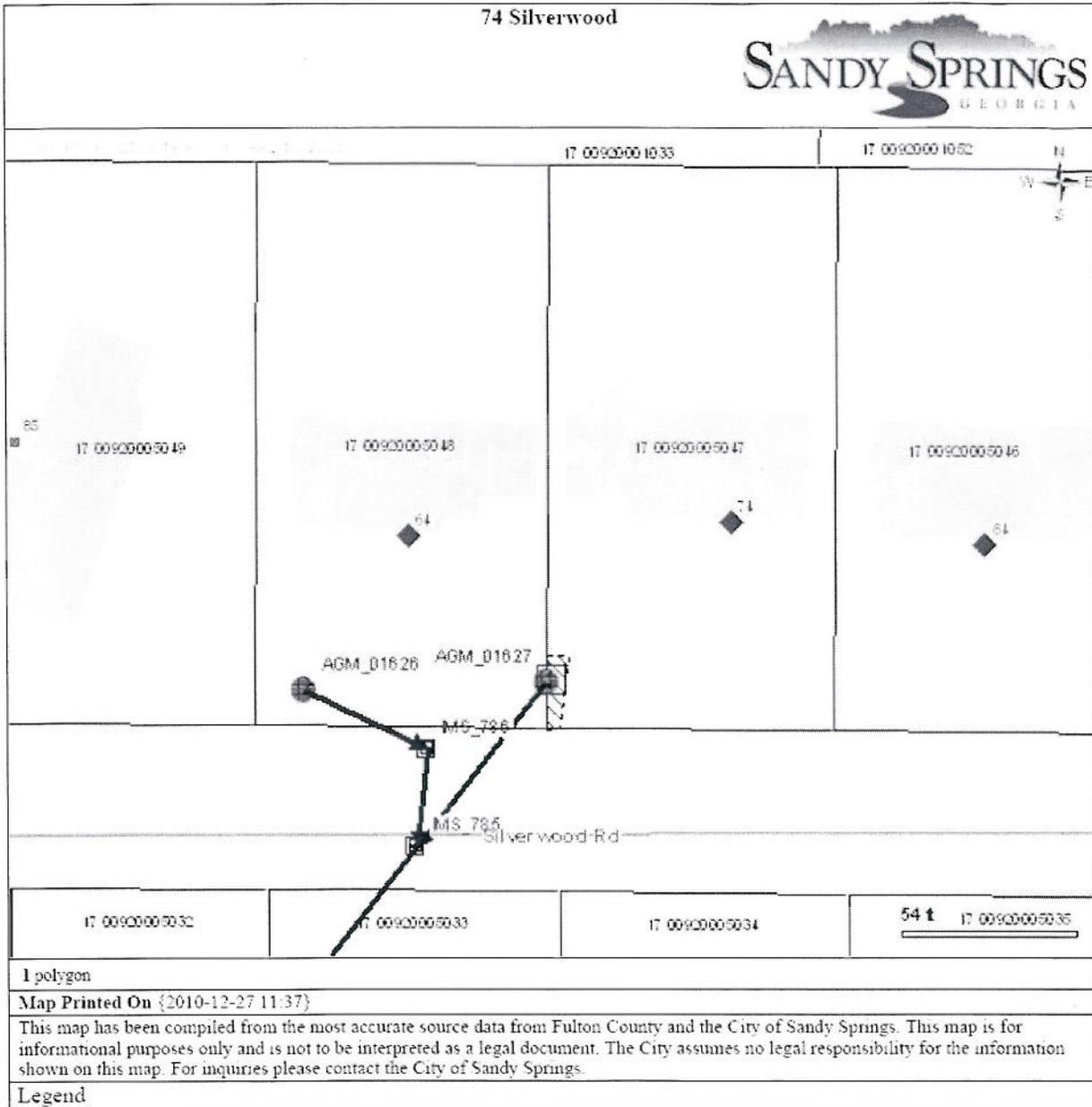
1 polygon

Map Printed On {2010-12-27 11:34}

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 of easement
- Storm line & structure removed/repared/replaced in the easement area
- Driveway in easement area to be removed and replaced as part of construction
- Property Owner to be given notice prior to commencement of work and coordination with access to property



- Hashed area represents area of easement
- Storm line & structure removed/repaired/replaced in the easement area
- Driveway in easement area to be removed and replaced as part of construction
- Property Owner to be given notice prior to commencement of work and coordination with access to property

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS AGREEMENT is entered into this 19 day of January, 2010 between Robert N. Larkin, 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 155 Belmont Trace, Sandy Springs, Georgia, more particularly described on the Final Plat as recorded in Plat Book 148, page 26, 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:

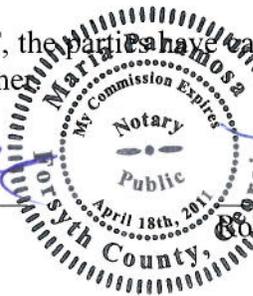
1. The City of Sandy Springs hereby agrees to maintain the City Stormwater Infrastructure as set forth in Exhibit "A" in a structurally sound condition so that it satisfies its stormwater management function to protect the public health, safety, and welfare.
2. The Grantor hereby agrees to provide prompt 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

Bobbi Ashabranner
Unofficial Witness



Robert N. Larkin (L.S.)

Maria E. Zamora
Notary Public

_____ (L.S.)

CITY OF SANDY SPRINGS, GEORGIA

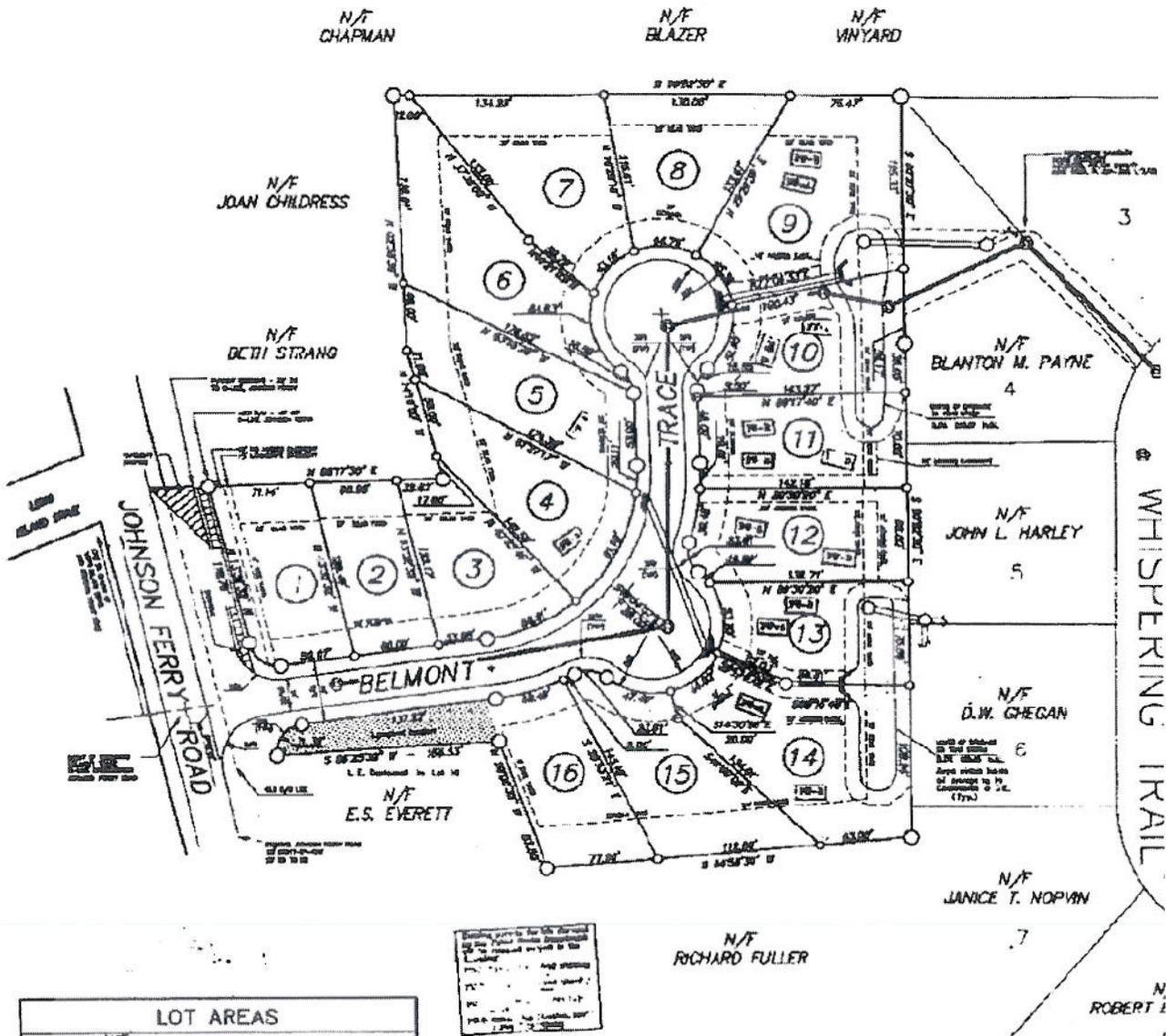
By: _____
Eva Galambos, Mayor

Attest:

Approved as to Form:

City Clerk

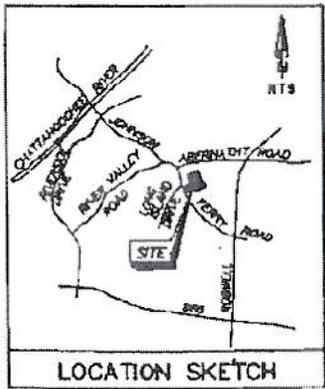
Office of the City Attorney



Nothing is to be construed as a warranty of accuracy or a representation of value by the Surveyor. The Surveyor is not responsible for the accuracy of the information furnished by the client. The Surveyor is not responsible for the accuracy of the information furnished by the client.

| LOT AREAS | | |
|------------|-------------|---------|
| LOT NUMBER | SQUARE FEET | ACREAGE |
| 1 | 8,208 | 0.177 |
| 2 | 7,438 | 0.173 |
| 3 | 8,738 | 0.202 |
| 4 | 18,218 | 0.421 |
| 5 | 10,287 | 0.235 |
| 6 | 13,290 | 0.305 |
| 7 | 12,308 | 0.283 |
| 8 | 8,820 | 0.202 |
| 9 | 18,808 | 0.430 |
| 10 | 8,933 | 0.206 |
| 11 | 8,744 | 0.200 |
| 12 | 8,830 | 0.202 |
| 13 | 8,130 | 0.187 |
| 14 | 14,888 | 0.340 |
| 15 | 18,887 | 0.431 |
| 16 | 18,882 | 0.431 |

| CENTERLINE DATA | | | | | |
|-----------------|-------------|---------|---------|---------|-------------|
| | BEARING | CHORD | RADIUS | ARC | TANGENT |
| P.O.B. | N08°27'28"E | 217.05' | | | |
| CURVE 1 | S00°07'07"W | 148.28' | 144.02' | 212.00' | 131.00' |
| | N89°07'27"E | 100.94' | | | 96° 54' 45" |



FULTON COUNTY SURVEYOR'S OFFICE
 This subdivision, as shown, is approved with the county clerk, board of health and water supply for the use and to comply with the provisions of the Public Health Law, and the provisions of the Public Health Law, and the provisions of the Public Health Law, and the provisions of the Public Health Law.

7/12/66
 [Signature]
 Fulton County Surveyor



155 Belmont Trace



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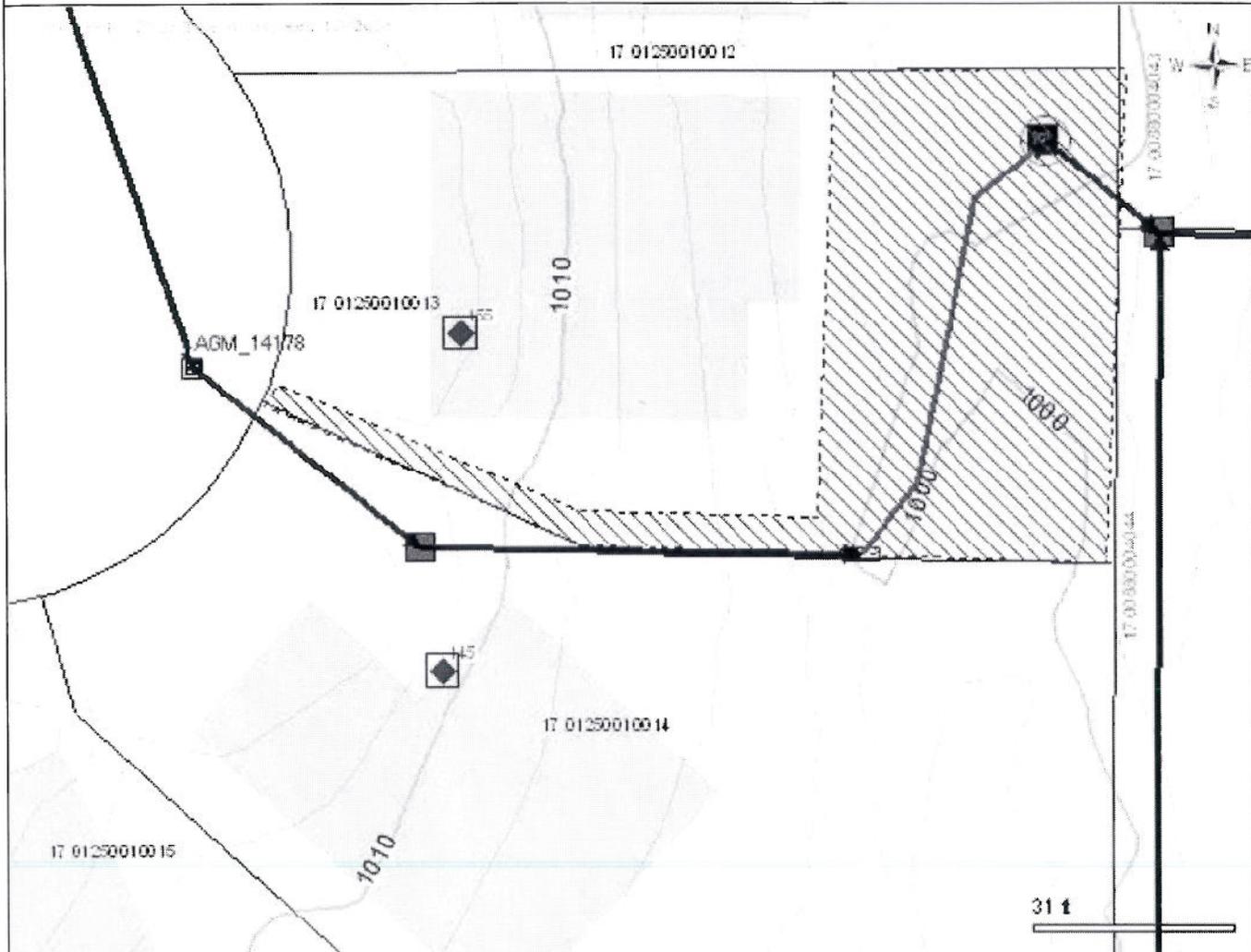
Map Printed On (2010-12-21 09:22)

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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

155 Belmont Trace



Map Printed On {2010-12-22 13:33}

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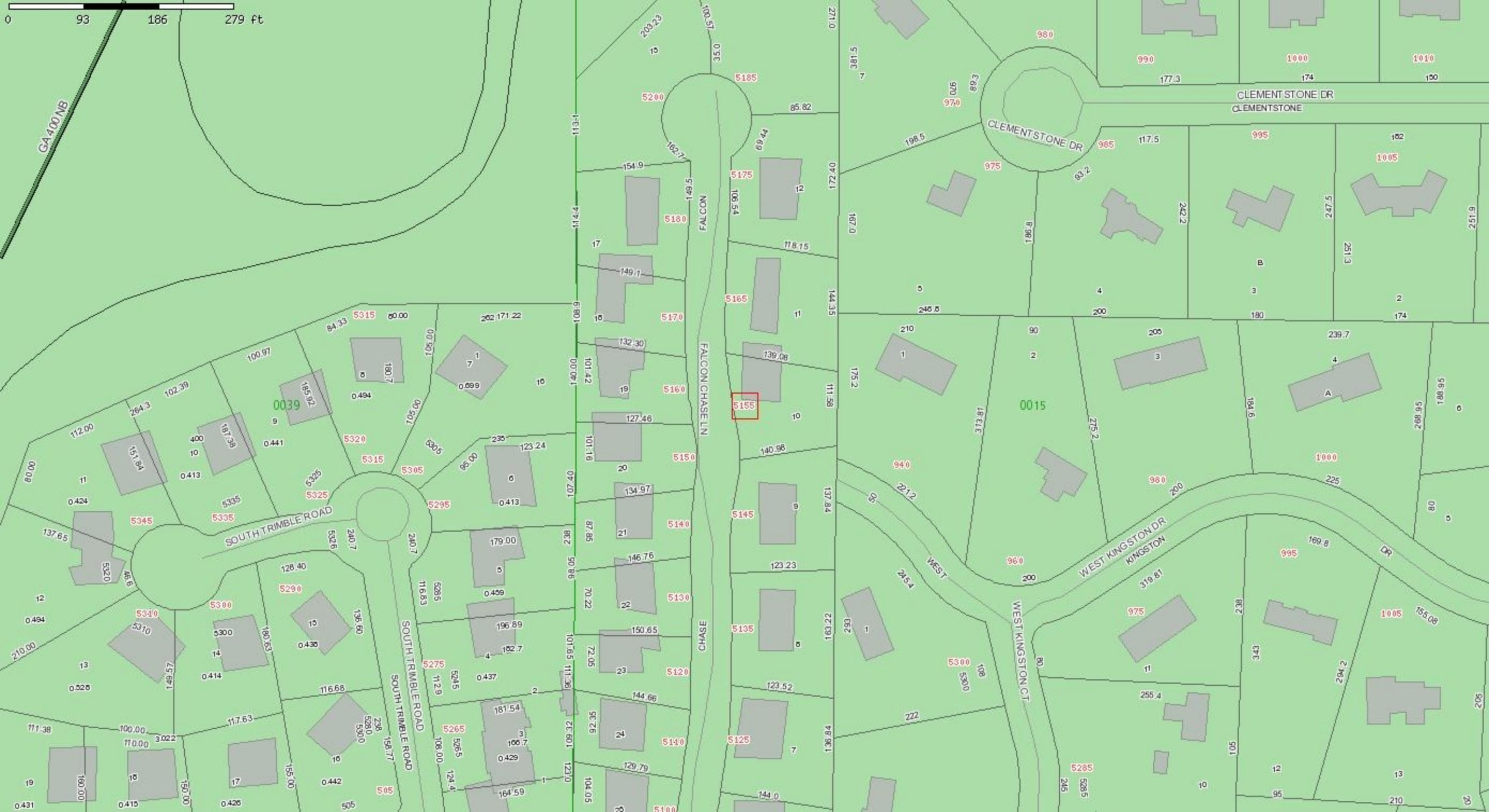
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CLEMENTSTONE DR

WEST KINGSTON DR

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WEST

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS AGREEMENT is entered into this 15th day of January, ~~2010~~ ²⁰¹¹ between Nathaniel Papillion and Wanda P. Papillion as Joint Tenants with Rights of Survivorship and not Tenants in Common, 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 5155 Falcon Chase Lane, Sandy Springs, Georgia, more particularly described on the Final Plat as recorded in Plat Book 178, page 111, 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.

Nathaniel Papillion and Wanda P. Papillion as
Joint Tenants with Rights of Survivorship and not
Tenants in Common


_____(L.S.)
Nathaniel Papillion

Unofficial Witness



Notary Public


_____(L.S.)
Wanda P. Papillion



CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eva Galambos, Mayor

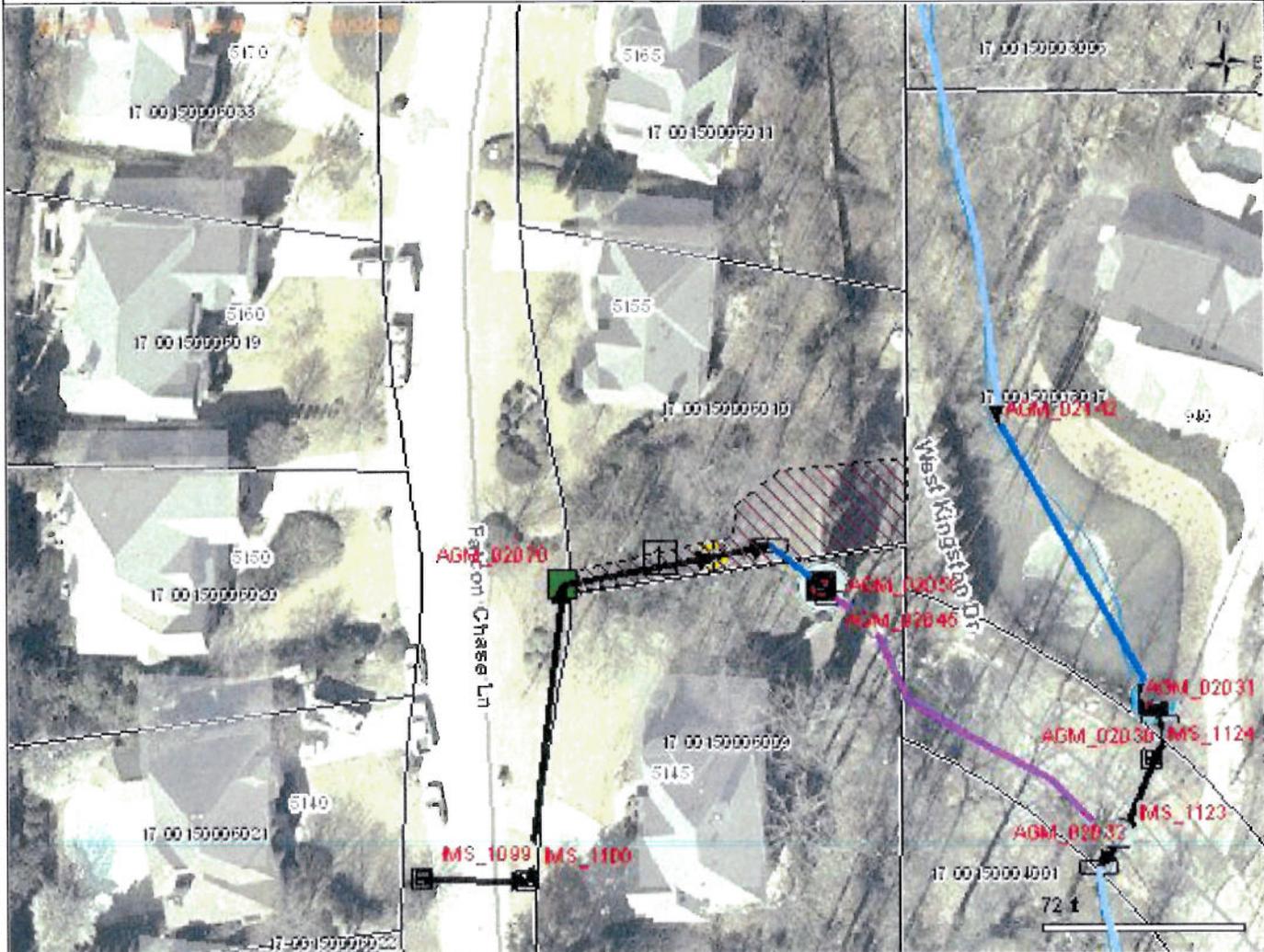
Attest:

Approved as to Form:

City Clerk

Office of the City Attorney

5155 Falcon Chase Lane



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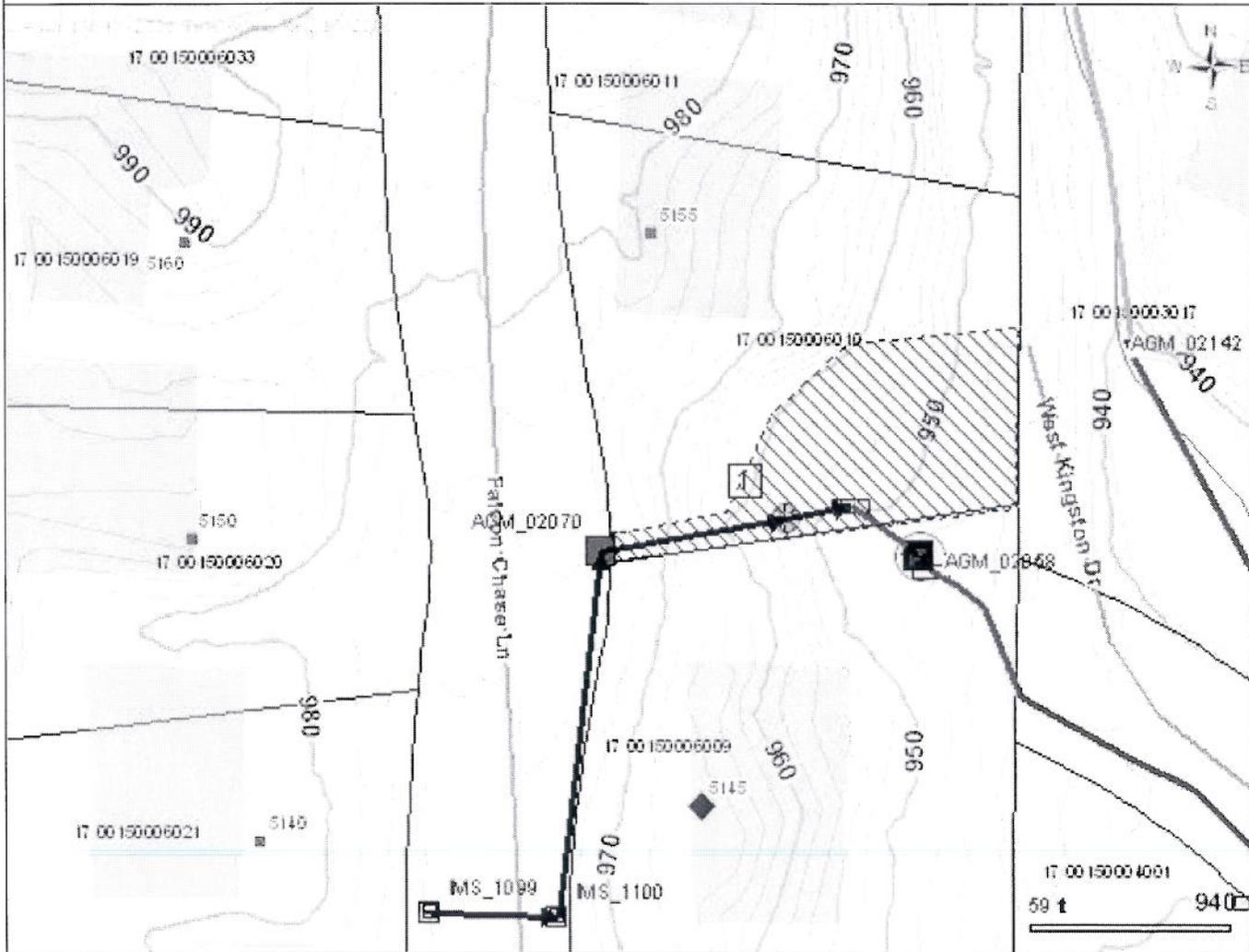
Map Printed On {2010-12-21 10:44}

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Legend

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5155 Falcon Chase Lane



1 polygon

Map Printed On {2010-12-22 14:23}

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