SANDY SPRINGS
GEORGIA

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** October 20, 2010

FROM: John McDonough, City Manager

AGENDA ITEM: Acceptance of Temporary Construction Easement for the Glenridge Drive Sidewalk Project No.T-6010-07 & 13

MEETING DATE: For Submission onto the November 2, 2010, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (*Attach additional pages if necessary*)

See attached:

Memorandum
Resolution
Aerial Photo
Exhibits

APPROVAL BY CITY MANAGER: JJM *APPROVED*

_____ *NOT APPROVED*

PLACED ON AGENDA FOR: 11/2/2010

CITY ATTORNEY APPROVAL REQUIRED: (✓) *YES* ( ) *NO*

CITY ATTORNEY APPROVAL: _____

REMARKS:

TO: John McDonough, City Manager

FROM: Thomas Black, Public Works Director

DATE: October 19, 2010, for Submission onto the Agendas of the November 2, 2010, City Council Meeting

ITEM: Acceptance of Temporary Construction Easement for the Glenridge Drive SidewalkProject No.T-6010-07 & 13.

Public Works Department's Recommendation:

Staff recommends that the Mayor and City Council accept the temporary construction easement for the sidewalk project along Glenridge Drive. The property is lying and located in Land Lot 69 of the 17th District, Fulton County, Georgia, and are shown in the attached exhibits.

Background:

This project is designed to construct ADA compliant ramps and sidewalks along Glenridge Drive and these areas are more particularly shown on the enclosed highlighted plat(s).

Discussion:

The attached exhibits include the location and area of executed temporary construction 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 good, clean condition

Alternatives:

The Council could decide to not accept these easements and not construct this sidewalk project.

Financial Impact:

These donations made by the United States Postal Service are at no cost to the City of Sandy Springs.

Attachments:

I. Exhibits
II. Aerial Photo of project site
III. Colored plan sheet
IV. Legal Descriptions
iv. Resolution

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT DRIVEWAY EASEMENTS FOR PROPERTIES LOCATED IN LAND LOTS 69 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, the Temporary Construction Easement Donation for Parcel 1, located on Land Lots 69 of the 17th District, City of Sandy Springs, Fulton County, Georgia known as Project Number T-6010-7 and 13, Glenridge Drive.

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

To facilitate the Glenridge Drive Project No.T-6010-7 and 13, the City approves the acceptance of the Temporary Construction Easement in Land Lot 69 of the 17th District, City of Sandy Springs, Fulton County, Georgia.

RESOLVED this the 2nd day of November, 2010.

Approved:

_____
Eva Galambos, Mayor

Attest:

_____
Michael Casey, City Clerk
(Seal)

DATE=$DATE$
USER=$USER$

FILE=
$$SHEETTABLE$$

DGN
DRWPLN

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	6010-07	3	13

CHURCH OF SCIENTOLOGY OF GEORGIA, INC.

UNITED STATES POSTAL SERVICE
SEE SHEET 12

UNITED STATES POSTAL SERVICE

EXW ATLANTA WEST, LLC

15+25.00
150.00' LT
KC7

15+47.00
145.00' LT
KC8

15+10.00
110.00' LT
KC6

DO NOT DISTURB SIGN

15+30.00
100.00' LT
KC9

15+50.00
75.00' LT
KC10

15+50.00
58.39' LT
KC14

15+00

APPROX. EXIST R/W

15VA9029

15+10.00
56.61' LT
KC13

EXISTING CONCRETE SIDEWALK

BEGIN R/W ACQUISITION
PROJECT T-6010-07
STA. 15+10.00
N 1419684.1796
E 2232666.9319

GLENRIDGE DRIVE

CURVE KC4

CURVE KC3

EXIST R/W

EXISTING CONCRETE SIDEWALK

S 89°58'26" E

PT 18+05.09

MATCH LINE STA. 14+00
SEE SHEET 13-01

PCC 14+86.61

MATCH LINE STA. 19+00
SEE SHEET 13-03

Curve Data	KCJ
Δ =	
PC STA =	13+13.21
PI X =	2232566.91
PI Y =	1419637.96
PCC STA =	14+86.61
Delta =	7°04'15"
D =	4104'41"
T =	86.81
L =	173.40
R =	1404.98
E =	2.68

Curve Data	KC4
Δ =	
PC STA =	13+13.21
PI X =	2232792.23
PI Y =	1419743.01
PT STA =	18+05.09
Delta =	24°58'09"
D =	7°50'25"
T =	161.81
L =	318.47
R =	730.79
E =	17.70

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
8/19/10	ADDED TOPO FEATURES PARCEL 1		

SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: T6010-07 & T6010-13
COUNTY: FULTON
LAND LOT NO: 38, 68, 69, 91, 92
LAND DISTRICT: 17
GMD:
DATE 8/16/10 SH 3 OF 13

11/5/2009

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DATE$$ $USER$	PRF $$PENTABLE$$	DGN GAWPLN	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
			GA	6010-07	3	13

CHURCH OF SCIENTOLOGY OF GEORGIA, INC.

UNITED STATES POSTAL SERVICE
SEE SHEET 12

UNITED STATES POSTAL SERVICE

EXW ATLANTA WEST, LLC

Exhibit A

15+25.00
150.00' LT
KC7

15+47.00
145.00' LT
KC8

15+10.00
110.00' LT
KC6

15+30.00
100.00' LT
KC9

15+50.00
75.00' LT
KC10

15+50.00
58.39' LT
KC14

15+10.00
56.61' LT
KC13

DO NOT DISTURB SIGN

15+00

APPROX. EXIST R/W

SVA9029

EXISTING CONCRETE SIDEWALK

BEGIN R/W ACQUISITION
PROJECT T-6010-07
STA. 15+10.00
N 1419684.1796
E 2232666.9319

GLENRIDGE DRIVE

CURVE KC4

CURVE KC3

EXIST R/W

EXISTING CONCRETE SIDEWALK

N 89°58'26" E

PCC 14+86.61

PT 18+05.09

MATCH LINE STA. 14+00
SEE SHEET 13-01

MATCH LINE STA. 19+00
SEE SHEET 13-03

Curve Data	
N	KC3
PC STA	13+13.21
PI X	2232566.91
PI Y	1419637.96
PCC STA	14+86.61
Delta	7°04'16"
D	4°04'41"
T	86.81
L	173.40
R	1404.98
E	2.68

Curve Data	
N	KC4
PC STA	13+13.21
PI X	2232792.23
PI Y	1419743.01
PT STA	18+05.09
Delta	24°58'09"
D	7°50'25"
T	161.81
L	318.47
R	730.79
E	17.70

* THIS PRINT IS NOT TO SCALE.

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
8/19/10	ADDED TOPO FEATURES PARCEL 1		

SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: T6010-07 & T6010-13
COUNTY: FULTON
LAND LOT NO: 38, 68, 69, 91, 92
LAND DISTRICT: 17
GMD:
DATE 8/16/10 SH 3 OF 13

1/5/2009

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Exhibit A

DATE$$$ / $USER$	PRF / $$PEN TABLE$$	IGN / GRNFLN	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
			GA	6010-07	12	13

PARCEL 1 REQ'D TEMP. EASM'T. KC101

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC13	56.61	L	15+10.00	GLENRIDGE DRIVE
	53.39		N 23°09'42" W	
KC6	110.00	L	15+10.00	GLENRIDGE DRIVE
	43.73		N 1°15'39" E	
KC7	150.00	L	15+25.00	GLENRIDGE DRIVE
	26.91		N 79°35'04" E	
KC8	145.00	L	15+47.00	GLENRIDGE DRIVE
	49.18		S 2°52'34" W	
KC9	100.00	L	15+30.00	GLENRIDGE DRIVE
	33.56		S 62°39'54" E	
KC10	75.00	L	15+50.00	GLENRIDGE DRIVE
	16.61		S 20°01'32" E	
KC14	58.39	L	15+50.00	GLENRIDGE DRIVE

ARC LENGTH = 36.651
CHORD BEAR = S 66°25'01" W
LNTH CHORD = 36.640
RADIUS = 425.001
DEGREE = 13° 28' 52''

SVA9029	56.91	L	15+16.06	GLENRIDGE DRIVE
	6.54		S 63°56'47" W	
KC13	56.61	L	15+10.00	GLENRIDGE DRIVE

REQD EASMT = 2893.62 SF
REQD EASMT = 0.066 ACRES

PARCEL 2 REQ'D R/W KC201

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
SVA9036	18.34	L	20+96.64	GLENRIDGE DRIVE
	11.68		N 1°19'14" E	
KC19	30.00	L	20+95.94	GLENRIDGE DRIVE
	39.38		S 77°55'20" E	
KC20	25.00	L	21+35.00	GLENRIDGE DRIVE
	87.67		S 85°12'60" E	
KC22	25.00	L	22+22.67	GLENRIDGE DRIVE

ARC LENGTH = 23.795
CHORD BEAR = S 87°41'44" E
LNTH CHORD = 23.788
RADIUS = 275.000
DEGREE = 20° 50' 5''

KC23	25.00	L	22+48.63	GLENRIDGE DRIVE
	0.61		S 1°19'24" W	
SVA5000	24.39	L	22+48.61	GLENRIDGE DRIVE
	150.00		N 87°55'27" W	
SVA9036	18.34	L	20+96.64	GLENRIDGE DRIVE

REQD R/W = 573.94 SF
REQD R/W = 0.013 ACRES
REMAINDER = +/- ACRES

PARCEL 2 REQ'D TEMP. EASM'T. KC102

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC15	25.64	L	21+30.00	GLENRIDGE DRIVE
	14.36		N 4°47'00" E	
KC16	40.00	L	21+30.00	GLENRIDGE DRIVE
	75.09		S 82°28'34" E	
KC24	36.41	L	22+05.00	GLENRIDGE DRIVE
	11.41		S 4°47'00" W	
KC25	25.00	L	22+05.00	GLENRIDGE DRIVE
	70.00		N 85°12'60" W	
KC20	25.00	L	21+35.00	GLENRIDGE DRIVE
	5.04		N 77°55'20" W	
KC15	25.64	L	21+30.00	GLENRIDGE DRIVE

REQD EASMT = 988.77 SF
REQD EASMT = 0.023 ACRES

PARCEL 3 REQ'D PERM. EASM'T. KC103

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC27	44.39	L	25+55.00	GLENRIDGE DRIVE
	10.61		N 32°58'37" W	
KC26	55.00	L	25+55.00	GLENRIDGE DRIVE
	11.14		N 56°03'11" E	
KC28	55.00	L	25+68.00	GLENRIDGE DRIVE
	11.65		S 34°55'00" E	
KC29	43.35	L	25+68.00	GLENRIDGE DRIVE

ARC LENGTH = 11.561
CHORD BEAR = S 61°12'35" W
LNTH CHORD = 11.561
RADIUS = 467.300
DEGREE = 12° 15' 39''

KC27	44.39	L	25+55.00	GLENRIDGE DRIVE

REQD EASMT = 126.35 SF
REQD EASMT = 0.003 ACRES

PARCEL 3 REQ'D PERM. EASM'T. KC104

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC31	36.84	L	26+50.00	GLENRIDGE DRIVE
	10.16		N 40°04'60" W	
KC30	47.00	L	26+50.00	GLENRIDGE DRIVE
	10.00		N 49°55'00" E	
KC33	47.00	L	26+60.00	GLENRIDGE DRIVE
	10.22		S 40°04'60" E	
KC32	36.78	L	26+60.00	GLENRIDGE DRIVE

ARC LENGTH = 10.000
CHORD BEAR = S 50°15'30" W
LNTH CHORD = 10.000
RADIUS = 467.300
DEGREE = 12° 15' 39''

KC31	36.84	L	26+50.00	GLENRIDGE DRIVE

REQD EASMT = 102.03 SF
REQD EASMT = 0.002 ACRES

PARCEL 3 REQ'D PERM. EASM'T. KC105

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC35	41.07	L	29+57.00	GLENRIDGE DRIVE
	10.93		N 40°04'60" W	
KC34	52.00	L	29+57.00	GLENRIDGE DRIVE
	10.00		N 49°55'00" E	
KC36	52.00	L	29+67.00	GLENRIDGE DRIVE
	10.79		S 40°04'60" E	
KC37	41.21	L	29+67.00	GLENRIDGE DRIVE
	10.00		S 49°05'09" W	
KC35	41.07	L	29+57.00	GLENRIDGE DRIVE

REQD EASMT = 108.58 SF
REQD EASMT = 0.002 ACRES

PARCEL 3 REQ'D PERM. EASM'T. KC106

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC39	42.13	L	30+30.00	GLENRIDGE DRIVE
	9.87		N 40°04'60" W	
KC38	52.00	L	30+30.00	GLENRIDGE DRIVE
	10.00		N 49°55'00" E	
KC40	52.00	L	30+40.00	GLENRIDGE DRIVE
	9.13		S 40°04'60" E	
KC41	42.27	L	30+40.00	GLENRIDGE DRIVE
	10.00		S 49°05'09" W	
KC39	42.13	L	30+30.00	GLENRIDGE DRIVE

REQD EASMT = 98.00 SF
REQD EASMT = 0.002 ACRES

PARCEL 4 REQ'D TEMP. EASM'T. KC107

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
SVA9077	29.77	L	32+69.91	GLENRIDGE DRIVE
	5.48		N 0°47'03" E	
KC42	35.00	L	32+71.47	GLENRIDGE DRIVE
	30.44		N 74°50'03" E	
KC43	35.00	L	33+00.00	GLENRIDGE DRIVE
	68.80		N 79°56'26" E	
KC44	35.00	L	33+64.52	GLENRIDGE DRIVE
	95.48		N 83°28'56" E	
KC45	35.00	L	34+60.00	GLENRIDGE DRIVE
	5.00		S 6°31'04" E	
KC46	30.00	L	34+60.00	GLENRIDGE DRIVE
	84.15		N 83°28'56" E	
KC47	30.00	L	35+44.15	GLENRIDGE DRIVE
	3.30		S 6°31'04" E	
KC48	26.70	L	35+44.15	GLENRIDGE DRIVE

ARC LENGTH = 74.730
CHORD BEAR = S 84°08'09" W
LNTH CHORD = 74.729
RADIUS = 7173.460
DEGREE = 0° 47' 55''

SVA9067	27.55	L	34+69.43	GLENRIDGE DRIVE
	85.43		S 84°26'04" W	
SVA9068	28.97	L	33+84.01	GLENRIDGE DRIVE

ARC LENGTH = 119.376
CHORD BEAR = S 79°31'19" W
LNTH CHORD = 119.230
RADIUS = 696.190
DEGREE = 8° 13' 47''

SVA9077	29.77	L	32+69.91	GLENRIDGE DRIVE

REQD EASMT = 1401.36 SF
REQD EASMT = 0.032 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS..... BLA
END LIMIT OF ACCESS..... ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: T6010-07 & T6010-13
COUNTY: FULTON
LAND LOT NO: 38, 68, 69, 91, 92
LAND DISTRICT: 17
GMD:
DATE 8/16/10 SH 12 OF 13

1/5/2009

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EXHIBIT "A"

PROJECT NO.:	T-6010-07	Fulton County
P. I. NO.:	T-6010-07	
PARCEL NO.:	1	
DATE OF R/W PLANS:	August 16, 2010	
REVISION DATE:	August 19, 2010	Page 1 of 1

All that tract or parcel of land lying and being in Land Lot 69 of the 17 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 56.61 feet left of and opposite Station 15+10.00 on the construction centerline of GLENRIDGE DRIVE on Georgia Highway Project No. T-6010-07 ; running thence N 23°09'42" W a distance of 53.39 feet to a point 110.00 feet left of and opposite station 15+10.00 on said construction centerline laid out for Glenridge Drive; thence N 1°15'30" E a distance of 43.73 feet to a point 150.00 feet left of and opposite station 15+25.00 on said construction centerline laid out for Glenridge Drive; thence N 79°35'04" E a distance of 26.91 feet to a point 145.00 feet left of and opposite station 15+47.00 on said construction centerline laid out for Glenridge Drive; thence S 2°52'34" W a distance of 49.18 feet to a point 100.00 feet left of and opposite station 15+30.00 on said construction centerline laid out for Glenridge Drive; thence S 62°39'54" E a distance of 33.56 feet to a point 75.00 feet left of and opposite station 15+50.00 on said construction centerline laid out for Glenridge Drive; thence S 20°01'32" E a distance of 16.61 feet to a point 58.39 feet left of and opposite station 15+50.00 on said construction centerline laid out for Glenridge Drive; thence southwesterly 36.651 feet along the arc of a curve (said curve having a radius of 425.001 feet and a chord distance of 36.640 feet on a bearing of S 66°25'01" W) to the point 56.97 feet left of and opposite station 15+16.06 on said construction centerline laid out for Glenridge Drive; thence S 63°56'47" W a distance of 6.54 feet back to the point of beginning. Containing 0.066 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

"Glenridge Drive Sidewalks Project"

STATE OF **GEORGIA**
COUNTY OF **FULTON**

THIS TEMPORARY CONSTRUCTION EASEMENT ("Temporary Easement") is entered into this 8th day of ~~SEPTEMBER~~ October, **2010**, by and between the United States Postal Service, an independent establishment of the Executive branch of the Government of the United States (the "Grantor" or "Owner") and the **CITY OF SANDY SPRINGS, GEORGIA** ("Grantee").

RECITALS

WHEREAS, the Grantee is desirous of obtaining a temporary construction easement as depicted in **Exhibit A**, attached hereto and made a part hereof, for the purpose of facilitating construction incident to **Project No. T-6010-07& 13 .**

WHEREAS, Grantor desires to convey said Temporary Construction Easement in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1), the mutual promises and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Grant of Temporary Easement. Owner hereby grants, bargains, sells, and conveys to the Grantee, and to its successors and assigns, a temporary construction easement on, over, and across the Easement Area, as depicted in **Exhibit "A"** attached hereto and incorporated herein by reference, for the purposes set forth in Section 3 below.

3. Purpose of Easement. The easement granted herein shall be for construction purposes only in connection with **Project No. T-6010-07& 13.**

4. Restoration. Immediately after Grantee performs any work within the Easement Area, Grantee warrants that it will, at its own expense, restore any disturbed property, including but not limited to any landscaping, pavement, signage, light poles, or collection boxes, to the property's original condition with materials of like kind and quality. Notwithstanding the foregoing, Grantee shall be permitted to install a sidewalk and wheelchair curb cut within the Easement Area as long as the work is performed in accordance with the specifications included in Exhibit A and Grantee ensures that the sidewalk surface is completed in an even and unbroken condition.

5. Interference. The Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights granted herein. The Grantee agrees throughout the duration of this Easement to provide the Owner, its employees, customers, and the public with continual and uninterrupted access to the Postal facility. In the event the Grantee fails to provide continual and uninterrupted access to the Postal facility, the Owner has the option of terminating this Easement by providing written notice to the Grantee that the Easement is terminated at no cost to the Owner. Upon receipt of said notice, the Grantee has **five (5) business days** to remedy the situation. In the event the Grantee fails to provide access to the Postal facility within the five (5) business days, said notice of termination shall become final and the Easement is terminated. If access is restored and then disrupted a second time, the Postal Service shall have the option to terminate this Easement at its sole discretion with no additional right to cure.

6. Waiver of Claims and Indemnity. The Grantee, by acceptance of this Easement, agrees for and on behalf of itself and all persons who may at any time use, occupy, visit, or maintain said easement herein granted to the Grantee, that the Owner, its successors and assigns shall not be responsible for damages, loss to property, injuries or death, which may arise from or be incident to the use and occupation of the Easement, nor for damages, loss to property, injuries or death to others who may be on said premises at the Grantee's invitation. The Grantee, by acceptance of this Easement, agrees to defend, indemnify and hold harmless, the Owner, its successors, and assigns against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by the Owner, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said Easement, or be on or about the property that is the subject of said Easement when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional act or misconduct of the Grantee or its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the Owner, by reason of such a claim described above, upon notice from the Owner, the Grantee covenants to defend such action or proceeding. The Owner shall not be liable and the Grantee waives and releases the Grantor from all claims for damage to persons or property sustained by the Grantee or the Grantee's employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Easement and/or appertaining to any equipment or appurtenances being used. All property belonging to the Grantee and any use of the Easement shall be at the risk of the Grantee, and the Owner shall not be liable for damages to any such property or for the theft or misappropriation thereof.

7. Applicable Law. Any claim, controversy, or dispute arising out of this Easement shall be governed by applicable federal law. Where no federal law exists, GEORGIA law shall apply.

8. Duration of Easement. This Temporary Construction Easement shall expire upon completion of the project or **no later than twenty-four (24) months** from the date of this document.

9. No Warranty. The Grantor does not warranty that the Easement area is suitable for the purposes intended by Grantee and Grantee hereby waives any express or implied warranty on the part of Grantor. Grantor has no knowledge of subsurface conditions and makes no representation as to soil types, existence of underground

utilities, or any other latent conditions that may impact Grantee's use and enjoyment of said Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Easement of the day and year first written above.

Grantor:
United States Postal Service

By: David L. Ashley
David L. Ashley

STATE OF GEORGIA)
) ss
COUNTY OF ~~GWINNETT~~ FULTON)

On this 8th day of ~~SEPTEMBER~~ OCTOBER, 2010, personally appeared before me DAVID L. Ashley, Contracting Officer who being by me duly sworn, did say that he/she represents the United States Postal Service, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he/she executed said instrument as the act and deed of the United States Postal Service for the purposes therein mentioned.

SEAL

Donna M. Hamilton-Kemp
NOTARY PUBLIC

My commission expires: 03-15-2014

Grantee: **CITY OF SANDY SPRINGS, GEORGIA**

By: John McDonough

STATE OF **GEORGIA**)
) ss
COUNTY OF **FULTON**)

On this 27TH day of ~~July~~ SEPTEMBER, 2010, personally appeared before me JOHN McDONOUGH, who being by me duly sworn, did say that he/she represents the **CITY OF SANDY SPRINGS, GEORGIA** and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he/she executed said instrument as the act and deed of the **CITY OF SANDY SPRINGS, GEORGIA** or the purposes therein mentioned.

Michael D Casey
NOTARY PUBLIC

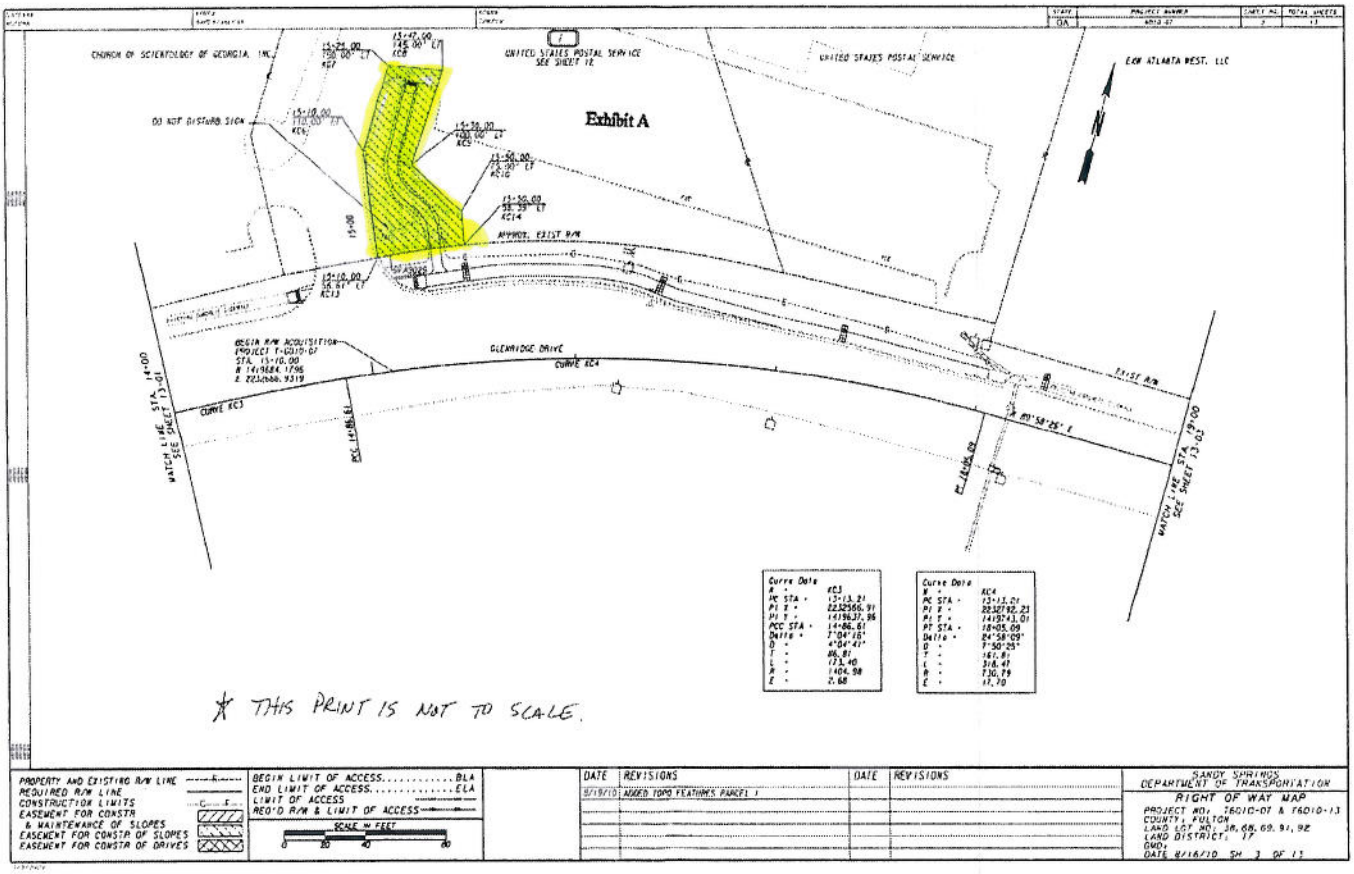
SEAL

MICHAEL D. CASEY NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 11, 2013

My commission expires: JAN. 11, 2013

EXHIBIT "A"


UNITED STATES POSTAL SERVICE
SEE SHEET 12
TAW ATLANTA WEST, LLC
BEGIN R/W ACQUISITION
PROJECT: T-6010-07
CURVE #C3
CURVE #C4
15+00



★ THIS PRINT IS NOT TO SCALE.

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR. & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

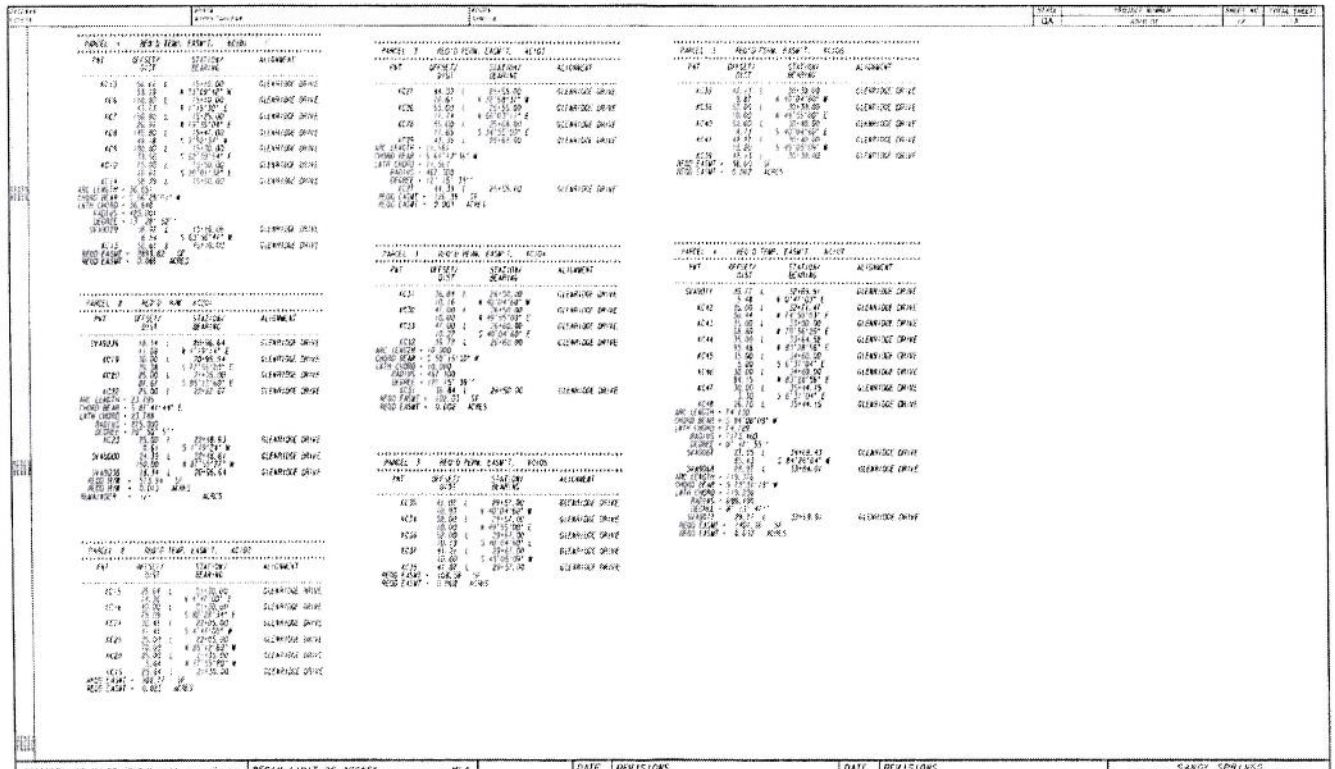
BEGIN LIMIT OF ACCESS ..... BLA
END LIMIT OF ACCESS ..... ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 60

DATE	REVISIONS	DATE	REVISIONS
8/19/10	ADDED TOPO FEATURES PARCEL 1		

SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: T6010-07 & T6010-13
COUNTY: FULTON
LAND LOT NO: 68, 69, 91, 92
LAND DISTRICT: 17
GMD:
DATE 8/16/10 SH 3 OF 13

Exhibit A



Section 441—Miscellaneous Concrete

441.1 General Description

This work includes placing Portland cement concrete as follows:

- As slope paving on end rolls, cut slopes, paved ditches, spillways, and ditch slopes
- In median pavement
- As sidewalks
- In concrete curbs, gutters, curb and gutters, and valley gutters
- As nonreinforced headwalls
- As velocity dissipators and concrete slope drains
- As concrete spillways
- Curb cut wheel chair ramps
- At other locations designated on the Plans or as directed

This work includes subgrade preparations including:

- Fine grading and backfilling
- Forming, furnishing, placing, and finishing concrete
- Constructing weep holes and furnishing and placing the coarse aggregate
- Furnishing and placing preformed joint fillers as shown on the Plans
- Placing driveway concrete as shown on the Plans. Nominal 4 in (100 mm) or 6 in (150 mm) thick as specified or to match existing pavement.

441.1.01 Definitions

General Provisions 101 through 150.

441.1.02 Related References

A. Standard Specifications

Section 209—Subgrade Construction

Section 430—Portland Cement Concrete Pavement

Section 500—Concrete Structures

Section 832—Curing Agents

Section 833—Joint Fillers and Sealers

Section 853—Reinforcement and Tensioning Steel

B. Referenced Documents

General Provisions 101 through 150.

441.1.03 Submittals

General Provisions 101 through 150.

441.2 Materials

Use concrete that conforms to the minimum requirements for Class "B," as specified in Section 500, except that a one-bag mixer may be used. The requirements of Subsection 500.1.03.G, "Cold Weather Concrete Curing and Protection Plan" and Subsection 500.3.05.X, "Pour Concrete in Cold Weather" for cold weather concrete placement are deleted.

Place miscellaneous concrete only when the air temperature is 40 °F (4 °C) and rising. Protect concrete from freezing for the first 24 hours. Hand finishing is allowed.

Other materials and their Specifications are as follows:

Material	Section
Steel Bars for Concrete Reinforcement	853.2.01
Membrane Curing Compound, Type 2	832.2.03
Dowel and Tie Bars and Reinforcing Steel	853.2.03
Joint Fillers and Sealers	833
Welded Steel Wire for Concrete Reinforcement	853.2.07

441.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

441.3 Construction Requirements

441.3.01 Personnel

General Provisions 101 through 150.

441.3.02 Equipment

A. Forms

Forms are subject to the Engineer's approval. Use forms that are:

- Wood or metal that is readily available
- Straight and oiled before each use

Use metal divider plates and templates.

Use the slip form placement method when applicable. If the slip form method does not produce a product with the proper quality, shape, grade, or alignment, the Engineer may require using fixed forms.

B. Weep Holes

Provide weep hole drain pockets filled with coarse aggregate to use with weep hole drain pipe or formed openings according to the Plan details.

441.3.03 Preparation

Before placing the concrete, excavate for toe walls, edge walls, and weep hole drain pockets; place coarse aggregate in weep hole drain pockets; and grade, finish, and compact the subgrade surface. Use mechanical tamps for compaction if necessary.

441.3.04 Fabrication

General Provisions 101 through 150.

441.3.05 Construction

A. Extent and Thickness of Pavement

See the Plans to determine the areas to be paved and the dimensions.

Thicknesses are subject to a minus tolerance of 0.5 in (13 mm). Do not perform overlay pours.

B. Preparation of Subgrade

Finish the subgrade for miscellaneous concrete to the line and grade on the Plans and the following:

1. Compact the subgrade to the same degree as the roadway on which it is placed. Compact the subgrade according to Section 209.
2. If a Contract involves a Roadway and a Bridge Contractor, the Roadway Contractor shall complete the grading for the slope paving.

   The Bridge Contractor shall complete final grading, compacting, dressing, placing, and maintenance to the structures until completion.
3. When placing paving on the front slopes of ditches and shoulders, place any required special materials during the roadway construction.
4. Do not excavate for velocity dissipators, spillways, and slope drains below the foundation elevation. Do not excavate wider than necessary to provide working space or to remove soft, unsuitable material. Backfill with selected material.
5. When fitting spillways to concrete pavement, set the specified dowel bars into the pavement when it is laid. Use metal parting strips to hold the ends of dowels bent into the grooves.

C. Concrete

1. Mixing

   Mix Class B concrete as specified in Section 500 with the following exceptions:

   a. Use of small capacity job-site batchers and one-bag mixers is allowed. The rate of concrete placement in Subsection 500.3.05.P, "Meet the Minimum Placement Rates" is waived for miscellaneous concrete.

   b. Proportion concrete ingredients volumetrically if the Engineer has approved equipment calibration and operation and the operator is certified by the Office of Materials and Research.

2. Placing and Finishing

   Place and finish concrete as follows:

   a. Deposit concrete within forms or against other pavements on a compacted and wetted subgrade to the depth to produce the specified thickness.

NOTE: Do not place concrete on a muddy or frozen surface.

   b. Vibrate the headwalls.

   c. Strike off the concrete to a plane surface and finish it with a Type IV or Type V finish as defined in Subsection 500.3.05.AB, "Finish Concrete" and complete the following:

      1) **Concrete Slope Paving.** Give a final finish with a stiff-bristle broom. With the Engineer's approval, mechanically convey the concrete to the forms.

      2) **Concrete Sidewalks.** Give a Type V finish unless otherwise noted on the Plans. Test the surface with a 10 ft (3 m) straightedge laid parallel to the center line. Eliminate irregularities greater than 0.25 in (6 mm) per 10 ft (3 m) while the concrete is still plastic.

         Ensure that concrete sidewalk constructed as curb cut (wheelchair) ramps has a rough or textured finish.

3) **Concrete Paved Ditches.** Ensure that the surface of the bottom and sides of paved ditches are uniform and true to grade and cross section.

Ensure that straight-grade tangents do not deviate more than 1 in (25 mm) within 10 ft (3 m) when tested with a 10 ft (3 m) straightedge. Do not allow deviation if it reduces the ditch paving thickness, causes water to pond, or alters the direction of flow.

Finish the ditch paving by floating with wood or metal floats to bring mortar to the surface to cover the coarse aggregate.

Use reinforcing that conforms to Plan details if required.

4) **Concrete Curbs, Gutters, and Median.** Finish according to Subsection 441.3.05.C.2, "Placing and Finishing." Remove face forms as soon as possible and finish the exposed surfaces with a wood float.

Use a straightedge to test the edge of the gutter and top of the curb and median to conform to the requirements for the adjacent pavement. Irregularities shall not exceed 0.25 in (6 mm) in 10 ft (3 m).

Place the curb and gutter using a machine as long as the results are satisfactory.

5) **Curb Cut Wheel chair Ramps.** Construct a Type I, II, or III ramp according to Georgia Standard 9031W. Tie ramps into adjacent paved or unpaved sidewalk and use a rough or textured finish.

3. Joints

Follow these procedures to construct joints on slopes, ditches, sidewalks, and curbs, gutters, and medians.

a. Slope Paving

Place paving on slopes in horizontal or vertical courses, but not a mixture of both.

1) Construct horizontal courses approximately level and at least 3 ft (1m) but no more than 6 ft (1.8 m) wide measured along the slope.

When needed, construct trapezoidal courses at the top and bottom to accommodate sloping berm and ditch line conditions.

2) Edge the paving at construction joints between courses with a 0.25 in (6 mm) radius tool.

3) Provide vertical contraction or construction joints spaced along the horizontal course at right angles to the horizontal construction joints at approximately 40 ft (12 m) intervals, in line not staggered.

No other vertical lines will be required in horizontal courses.

When using vertical contraction joints, cut them with a tool one-third the depth of the paving during the finishing operation. Edge the contraction joints the same as construction joints.

Vertical courses approximately equal and at least 3 ft (1 m) but no more than 5 ft (1.5 m) wide across the plane of the slope. The desired width is 4 ft (1.2 m). Horizontal lines are not required in vertical courses.

Separate slope paving from the masonry of structures, sidewalks, curbs, and rigid-type roadway pavements of preformed joint filler that are 0.5 in (13 mm) thick.

b. Concrete Paved Ditches

Form joints in concrete paved ditches as follows:

1) Space contraction joints at 30 ft (9 m) intervals.

2) Place expansion joints only where the paved ditch joins the roadway pavement or some other structure.

3) Do not use joint sealers for expansion or contraction joints.

c. Concrete Sidewalk

Form transverse contraction joints using a tool designed to form a groove one-third the depth of the sidewalk at intervals shown on the Plans.

Where sidewalks abut the curb and gutter, ensure that alternate joints coincide. Round the edges with a 0.25 in (6 mm) edger. Make expansion joints according to the materials, dimensions, and locations specified on the Plans.

d. Concrete Curbs, Gutters, and Medians

Form contraction joints or expansion joints on curbs, gutters, and medians.

1) **Contraction Joints.** Ensure that joints in curb, gutters, and medians are spaced the same as the joints in paving. Form joints by using metal divider plates or sawing them as in Section 430.

Form joints at least one-fifth but not greater than one-fourth the depth of the concrete. Except for sawed joints, finish the joints with a 0.25 in (6 mm) edging tool.

For curbs, gutters, and medians adjacent to pavement other than concrete, contraction joints shall be as follows:

- For header curb and combination curb and gutter, install contraction joints spaced no more than 20 ft (6 m) apart.
- For gutter median, install a contraction joints spaced no more than 20 ft (6 m) apart.

2) **Expansion Joints.** Form expansion joints according to the Plan details or as directed. Ensure that they coincide with the expansion joints in the adjoining pavement or gutter.

Cut the joint fillers to the same cross section as the construction. Trim flush the material that protrudes after the concrete is finished.

When miscellaneous concrete items are not adjacent to concrete construction, provide expansion joints at an interval of at least 500 ft (150 m).

e. Curb Cut Wheelchair Ramps

Locate and form expansion joints for curb cut wheelchair ramps according to Georgia Standard 9031W for ramp Type I, II, or III.

4. Curing

Use curing methods specified in Subsection 430.3.05.L, "Cure the Concrete." Ensure that the membrane curing compound is Type 2, if used. Pack honeycombed areas immediately after removing the forms.

D. Backfilling

Backfill the areas as soon as possible without damaging the work.

E. Clean-Up

When concrete work is complete, clean each surface. Protect the work from stains or other damage until Final Acceptance.

441.3.06 Quality Acceptance

General Provisions 101 through 150.

441.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

441.4 Measurement

A. Concrete Slope Paving

Concrete slope paving is measured for payment in square yards (meters) of accepted surface area of paving of the specified thickness. Concrete in toe or edge walls, excavation, backfill, weep holes, and aggregates are not measured for separate payment.

B. Concrete Sidewalks

Concrete sidewalks are measured in square yards (meters) of the specified thickness, complete in place and accepted. The length is the actual measured length along the surface. The width is the Plan width or as directed. Excavation and backfill are not measured separately for payment.

C. Concrete Paved Ditches

The area measured for payment is the square yards (meters) of exposed surface area, exclusive of top edges, of the specified thickness placed according to the Plans or as directed. Reinforcing steel, excavation, preparation of subgrade including Type I backfill, forms, and concrete in toe or edge walls are not measured separately for payment.

Type II backfill, when required, will be paid according to Section 207.

D. Concrete Curbs, Gutter, Median, Pavement, and Combination Curb and Gutter

The following are measured by the linear foot (meter) along the face of the curb:

- Concrete curb and gutter
- Concrete curb
- Concrete header curb

The following are measured by the square yard (meter) or by the linear foot (meter), whichever is specified:

- Concrete gutter
- Concrete valley gutter
- Concrete valley gutter with curb
- Concrete median pavement
- Concrete gutter with raised edge

The length used to compute the square yards (meters) or linear foot (meter) is measured along the center line of the gutter. The width is the total width of the gutter including the curb or raised edge. Concrete doweled integral curb includes dowels.

E. Concrete Headwalls

Headwalls are measured for payment according to Subsection 500.4.01.B, "Payment per Cubic Yard (Meter)" and Subsection 500.5.01.E, "Filler Concrete." Filler concrete, where required, will be paid for at 60 percent of the Contract Unit Price for Class B concrete.

F. Concrete Spillways

Concrete spillways regardless of the type specified are measured by the actual number poured complete and accepted.

G. Concrete Slope Drains

Concrete slope drains are measured in square yards (meters) along the surface, complete and accepted.

H. Velocity Dissipators

Velocity dissipators are measured in square yards (meters), surface measure, complete and accepted.

I. Concrete Driveways

Driveway pavement is measured along the surface from the paving edge or back of the curb to where old and new concrete join. The width is the average width constructed.

J. Curb Cut Wheelchair Ramps

For new construction, curb cut wheelchair ramps will not be measured. For new construction, linear feet (meters) of curb and gutter will include the transitioned curb in front of ramps and square yards (meters) of concrete sidewalk will include ramps. No additional payment will be made for curb cut ramps.

For existing sidewalks, curb cut wheelchair ramps are measured as the actual number formed and poured, complete and accepted. No additional payment will be made for sawing existing sidewalk and removal and disposal of removed material for new ramp construction.

441.4.01 Limits

General Provisions 101 through 150.

441.5 Payment

These Items, measured as specified above, will be paid for at the Contract Unit Price per each, per square yard (meter), per linear foot (meter), or per cubic yard (meter).

Payment will be made under:

A. Slope Paving

Item No. 441	Concrete slope paving [thick] in (mm)	Per square yard (meter)

B. Sidewalks

Item No. 441	Concrete sidewalk (thick) in (mm)	Per square yard (meter)

C. Concrete Ditches

Item No. 441	Plain concrete ditch paving (thick) in (mm)	Per square yard (meter)
Item No. 441	Reinforced concrete ditch paving (thick) in (mm), including reinforcing steel	Per square yard (meter)

D. Curbs, Gutters, Combination Curb and Gutter, Headers, and Medians

Item No. 441	Concrete curb and gutter, (thick) in (mm)x (width) in (mm)type___	Per linear foot (meter)
Item No. 441	Concrete header curb, [height] in (mm), type___	Per linear foot (meter)
Item No. 441	Concrete valley gutter, [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete valley gutter with curb, [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete gutter with raised edge, [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete median [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete median, corrugated [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete doweled integral curb, type___ including dowels	Per linear foot (meter)

E. Spillways, Drains and Velocity Dissipators

Item No. 441	Concrete spillway type___	Per each
Item No. 441	Concrete slope drain	Per square yard (meter)
Item No. 441	Velocity dissipators	Per square yard (meter)

F. Headwalls

Item No. 441	Concrete headwalls	Per cubic yard (meter)

G. Driveway Concrete

Item No. 441	Driveway concrete___ in (mm)thick	Per square yard (meter)

H. Curb Cut Wheelchair Ramps

Item No. 441	Curb cut wheelchair ramps, Type__	Per each

441.5.01 Adjustments

General Provisions 101 through 150.