After recording return to: Alex Rowland, Esq. 3355 Lenox Rd. N.E., Suite 750 Atlanta, GA 30326

Tax Parcel ID: 14 0238 LL0303

# **GEORGIA DEPARTMENT OF TRANSPORTATION**

# CONSTRUCTION AND MAINTENANCE EASEMENT INCLUDING SLOPES AND DRAINAGE STRUCTURES

STATE OF \_\_\_\_\_\_, \_\_\_\_COUNTY P. I. NO. 0013918

THIS CONVEYANCE made and executed the \_\_\_\_\_ day of \_\_\_\_\_\_, 20 \_\_\_\_\_.

WITNESSETH that Fulton County, a political subdivision of the State of Georgia, the undersigned (hereinafter referred to as "Grantor"), is the owner of a tract of land in FULTON COUNTY, through which I-285 at I-20 West Side Interchange Widening and Reconstruction, known as Project No. 0013918, has been laid out by the Georgia Department of Transportation being more particularly described in a map and drawing of said road in the office of the Georgia Department of Transportation, 600 West Peachtree Street, Atlanta, Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant to the Department of Transportation the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Department may deem proper to support or accommodate the improvement of said road, including the right to construct and maintain any required slopes and drainage structures within the easement area.

All that tract or parcel of land lying and being in the Land Lot 238 of the 14<sup>th</sup> Land District and/or 1289 Georgia Militia District of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said easement is hereby conveyed, consisting of 0.011 acres, more or less, as shown on the plat of the property prepared by the Georgia Department of Transportation, dated November 5, 2021; revised N/A, said plat attached hereto and made a part of this deed as Exhibit "B".

Grantor, in addition to the above, hereby expressly grants to the Department of Transportation, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated

within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

In the event Limited Access Rights are being acquired on this project/parcel, the required Limited Access Rights will be shown/labeled on the attached Right of Way maps. The Limited Access Rights will also be described in the attached Legal Description and stated below: Limited Access Rights being acquired 0 total linear feet.

This Agreement is to be construed as a Covenant not to sue as well as a full accord and satisfaction of any and all claims as set out above, and the conveyance hereunder of all claims or rights shall be deemed to be in perpetuity.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind themself, their heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF Grantor has hereunto set their hand and seal the day above written.

Signed, Sealed and Delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, in the presence FULTON COUNTY, a political subdivision of the State of Georgia

By:

(L.S.) Robert L. Pitts, Chairman

Fulton County Board of Commissioners

Attest:

\_\_\_\_\_(L.S.)

Tonya R. Grier Clerk to the Commission

Notary Public [Affix Notary Seal]

Witness

# APPROVED AS TO FORM

Y. Soo Jo, County Attorney

#### EXHIBIT "A"

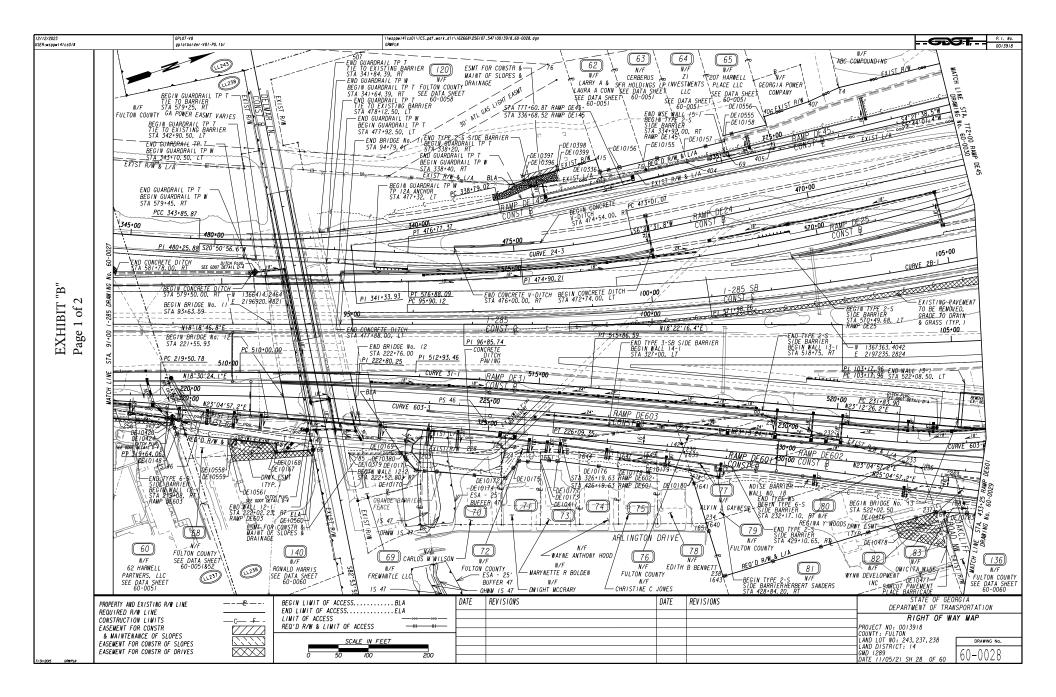
P. I. NO.:	0013918
PARCEL NO.:	120
COUNTY:	Fulton
DATE OF R/W PLANS:	November 5, 2021
REVISION DATE:	N/A

All that tract or parcel of land lying and being in Land Lot 238 of the 14<sup>th</sup> Land District and/or 1289 Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

#### Permanent Easement for Slopes and Drainage

Granted is the right to construct and maintain any required slopes and drainage within the easement area shown on the attached plat.

Beginning at a point 43.48 feet right of and opposite Station 338+30.00 on the construction baseline of Ramp DE145 on Georgia Highway Project No. 0013918; running thence N 85°56'45.1" W a distance of 8.52 feet to a point 51.99 feet right of and opposite station 338+30.25 on said construction baseline laid out for Ramp DE145; thence N 2°52'16.8" E a distance of 60.07 feet to a point 54.99 feet right of and opposite station 337+70.25 on said construction baseline laid out for Ramp DE145; thence S 86°09'56.2" E a distance of 7.53 feet to a point 47.46 feet right of and opposite station 337+70.00 on said construction baseline laid out for Ramp DE145; thence S 1°55'59.6" W a distance of 60.13 feet back to the point of beginning. Consisting of 0.011 acres more or less.



10/2023 R:wsppw141cs01\$	GPLOT-VØ gplotbarder-VØI-PO,tbi	\\wspwi4ics0i\IC5_pdf_work_dfr\157772\256107_614\0013918_60-0040.dgn GRMPLN		GRO-F 00/3
	PARCEL 116 EASEMENT ESMT PARCEL 116 EASEMENT EASW'T. FOR CONST. AND MAINT. OF SLOPES, NOISE BARRIER, & DRAINAGE PNT OFFSET/ STATION/ ALIGNMENT DIST BEARING DE10369 248.55 L 1049-98.71 DE10370 190.44.1 1056-56.05 19.4* E 1-20 DE10370 190.44.2 1059-15.60 8* W-20 DE10371 254.06 L 1059-15.60 8* W-20 4791 243.88 L 1059-15.80 8* W-20 4792 180.366.65 1059-16.30 15.16* W 1-20 4792 180.366.65 L 1049-27.97 15.0* W 1-20 4623 239.25 L 1049-27.97 15.0* W 1-20 BE0356.65 L 1049-27.97 15.0* W 1-20 BE0356.65 L 1049-27.97 15.0* W 1-20 BE0356.65 L 1049-27.97 15.0* W 1-20 DE10359 248.55 L 1049-27.97 15.0* W 1-20 BE0356.55 L 1049-27.97 15.0* W 1-20 BE0356.55 L 1049-27.97 15.0* W 1-20 BE0358 248.55 L 1049-27.97 15.0* W 1-20 BE0358 W 1-0.21 20 ACRES	PARCEL 118 LIMIT OF ACCESS DE2118 PNT OFFSET/ STATION/ ALIGNMENT DE10376 57.47 R 404-49.99 DE10377 65.00 <sup>-</sup> R 404-49.99 ARC LEWGTH - 51.07 R 404-49.99 ARC LEWGTH - 51.07 R 404-49.99 ARC LEWGTH - 50.07 CHORD BEAR - N 85.09 0.8.3 W LNTH CHORD - 51.05 RADIUS - 3065.00 DE10375 65.00 R 7 DE10375 65.43 R 404+00.00 DE10375 65.43 R 404+00.00 LIMIT OF ACCESS LENGTH - 67.17 LF	PARCEL   122   EASEMENT   AREA   I     ESMT   PARCEL   122   TRI   AND   MAINT.   OF   SLOPES     PNT   OFFSET/   STATION/   NORTHING/EASTING   COORDIN     DEI0467   156.00   L   1/41+76.79   N   1/37/472.95   E   2/8392     DE10479   147.00   L   1/42+25.00   N   1/37/448.96   E   2/8392     DE10480   102.55   5/5   5/5   5/5   1/3.4*   N   1/37/409.29   E   2/8392     DE10416   60.00   5/5   5/5   5/5   1/3.4*   N   1/37/409.29   E   2/8392     DE10412   60.00   1/41+64.06*   6/6.6*   N   1/37/405.37   E   2/8392     DE10412   60.00   1/41+64.0*   6/6.6*   N   1/37/405.37   E   2/8392     DE10412   60.00   1/41+67.0*   6/6.6*   N   1/37/405.37   E   2/8392     DE10412	NATES AL I GNMENT 33. 63 1-20 36. 40 1-20 14. 80 1-20 30. 66 1-20 33. 96 1-20
EXHIBIT "B" Page 2 of 2	PARCEL 117 EASEMENT ESSUT FARCEL 117 ESSUT FOR CONST. AND MAINT. OF SLOPES. NOISE BARRIER. & DRAINAGE PNT OFFSET/ STATION/ ALIGNMENT DE10371 254.06 L 1059+15.60 - 1 - 20 DE10372 261.12 L 1059+15.44.40 - 1 - 20 DE10373 355.35 - 56.92 M & 101'10.2 E - 20 DE10374 538.21 L 1059+16.90 - 1 - 20 DE10374 538.21 L 1062+20.21 10.1 E - 20 DE10381 531.00 L 1062+63.14.9.9 E - 20 DE10381 531.00 L 1062+63.14.9.9 E - 20 DE10381 531.00 L 1062+63.14.9.9 E - 20 ACCLEGTH - 162.28 S - 5 50'23'17.2 W LIMTH CHORD ELAR - 5 50'23'17.2 W LIMTH CHORD S - 62'27 AFGOD EASMT - 5 102.33 SF REDD EASMT - 5 102.33 SF REDD EASMT - 0.117 ACRES REOD EASMT - 5 102.33 SF REDD EASMT - 0.117 ACRES REOD EASMT - 5 100'20'30'3' RAMP DE104 DE10375 56.43 R 404'43'93' RAMP DE104 PH 0F5ET/ R 404'43'93' RAMP DE104 PH 0F5ET/ R 404'43'93' RAMP DE104 PH 05'50'0'7.3 404'40'.00' RAMP DE104 PH 05'0'0'0'' F 00'' R 404'40''' F 00'''''''''''''''''''''''''	PARCEL 120 EASEMENT ESMIT PARCEL 120 EASM'T, FOR CONST. AND MAINT. OF SLOPES & DRAINAGE PNT OFFSET/ STATION/ ALIGNMENT DE10396 43.48 R 338'30.00 DE10396 43.48 R 338'30.00 DE10397 51.99 R 338'30.25'45.1' W RAWP DE145 DE10397 51.99 R 338'30.25'56.2' E RAWP DE145 DE10398 54.99 TR 35'66'00'56.2' E RAWP DE145 DE10399 47.46 R 337'60'00'56.2' E RAWP DE145 DE10396 43.48 R 338'30.00 PRC0D EASMT 422.21 S5'F READ DE145 RE0D EASMT 0.011 ACRES	PARCEL 122 EASEMENT AREA 2 ESMT PARCEL 122 TAND MAINT. OF SLOPES PNT OFFSET/ DE10496 143.00 L 1142*90.00 DE10497 143.00 L 1142*90.00 DE10497 143.00 L 1142*90.00 DE10497 143.00 L 1142*90.00 DE10497 143.00 L 1142*90.00 DE10417 60.00 L 1142*90.00 DE10417 60.00 L 1142*90.00 DE10415 60.00 L 1142*90.00 DE10415 60.00 J 1142*90.00 DE10415 60.00 J 1142*90.00 DE10415 60.00 J 1142*90.00 DE10481 102.50 L 1142*90.00 DE10481 102.50 L 1142*50.00 DE10481 102.50 L 1142*50.00 DE10481 102.50 L 1142*50.00 DE10481 102.50 L 1142*50.00 DE10481 102.50 L 1142*50.00 DE10482 102.50 L 1142*50.00 DE10481 102.50 L 1142*50.00 DE10482 102.50 L 1142*50.00 N 1371424.31 E 218402 RED0 EASMT · 5865.01 SF REDD EASMT · 50.155 RED0 EASMT · 50.155 DE10482 102.50 L 1141*04.08 DE10412 60.00 L 1142*90.00 DE10413 102.50 L 1142*90.00 DE10414 102.50 L 1142*90.00 DE10414 102.50 L 1142*90.00 DE10414 102.50 L 1142*90.00 DE10417 60.0857. AND MAINT. PNT OFFSET/ STATION/ NORTHING/EASTING COORDI. DE10412 60.00 L 1141*04.08 DE10412 60.00 L 1141*04.08 DE10414 102.50 L 1142*29.33 19.2 W N 1371375.57 E 218382 DE10414 102.50 L 1141*04.08 N 1371405.37 E 218388 DE10414 00.08 DE10412 60.00 L 1141*04.08 N 1371405.37 E 218388 DE10414 00.08 DE10414 00.08 DE10414 00.08 DE10414 00.08 DE10415 0	ATES   ALIGNMENT     6.68   1-20     6.13   1-20     0.40   1-20     3.77   1-20     0.00   1-20     6.68   1-20     0.00   1-20     6.68   1-20     0.00   1-20     6.68   1-20     0.373   1-20     0.41   1-20     0.70   1-20     0.71   1-20     0.72   1-20     0.74   1-20
	REMAINDER • +/- 195 ACRES	ELA		12 14, 18 2nd S DRAWING No.



# **Option for Right of Way**

#### GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 120

Received of <u>Georgia Department of Transportation</u>, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$500.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the <u>I-285 / I-20 West</u> <u>Interchange Improvements</u> being Parcel <u>120</u> consisting of <u>N/A</u> acres in fee and <u>482.21</u> square feet of easement and <u>N/A</u> Linear Feet of Access Rights on Georgia Highway Project Identification Number <u>0013918</u>.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

#### SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to N/A for sum of N/A (40% of improvement value) which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

- 1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within <u>30</u> calendar days after notice to proceed.
- 2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of <u>Fulton</u> harmless as to any claim in connection therewith.
- 3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
- 4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ <u>N/A (20% of improvement</u> <u>value)</u> which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. I (We) do (do not) elect to retain improvements as set out in this Special Provision.

#### **OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)**

This Offer includes a Cost to Cure payment of  $\frac{N/A}{A}$ . If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of  $\frac{N/A}{20\%}$  per item) will be withheld. This amount will be returned upon satisfactory replacement or removal of  $\frac{N/A}{A}$ .

This Offer includes a Trade Fixture payment of  $\frac{N/A}{A}$  for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of  $\frac{N/A}{20\%}$  per item) will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

### GEORGIA, FULTON COUNTY

#### PI#: 0013918

PARCEL: 120

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number <u>0013918</u>.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A.

I (We) do (do not) elect to execute and deliver Parcel <u>N/A R</u> deed.

Signed, sealed and delivered this \_\_\_\_day of \_\_\_\_, 2024

FULTON COUNTY, a political subdivision of the State of Georgia

in the presence of:

By: \_\_\_\_\_

Witness

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

[Notarial Seal]

Attest:

Tonya R. Grier Clerk to the Commission

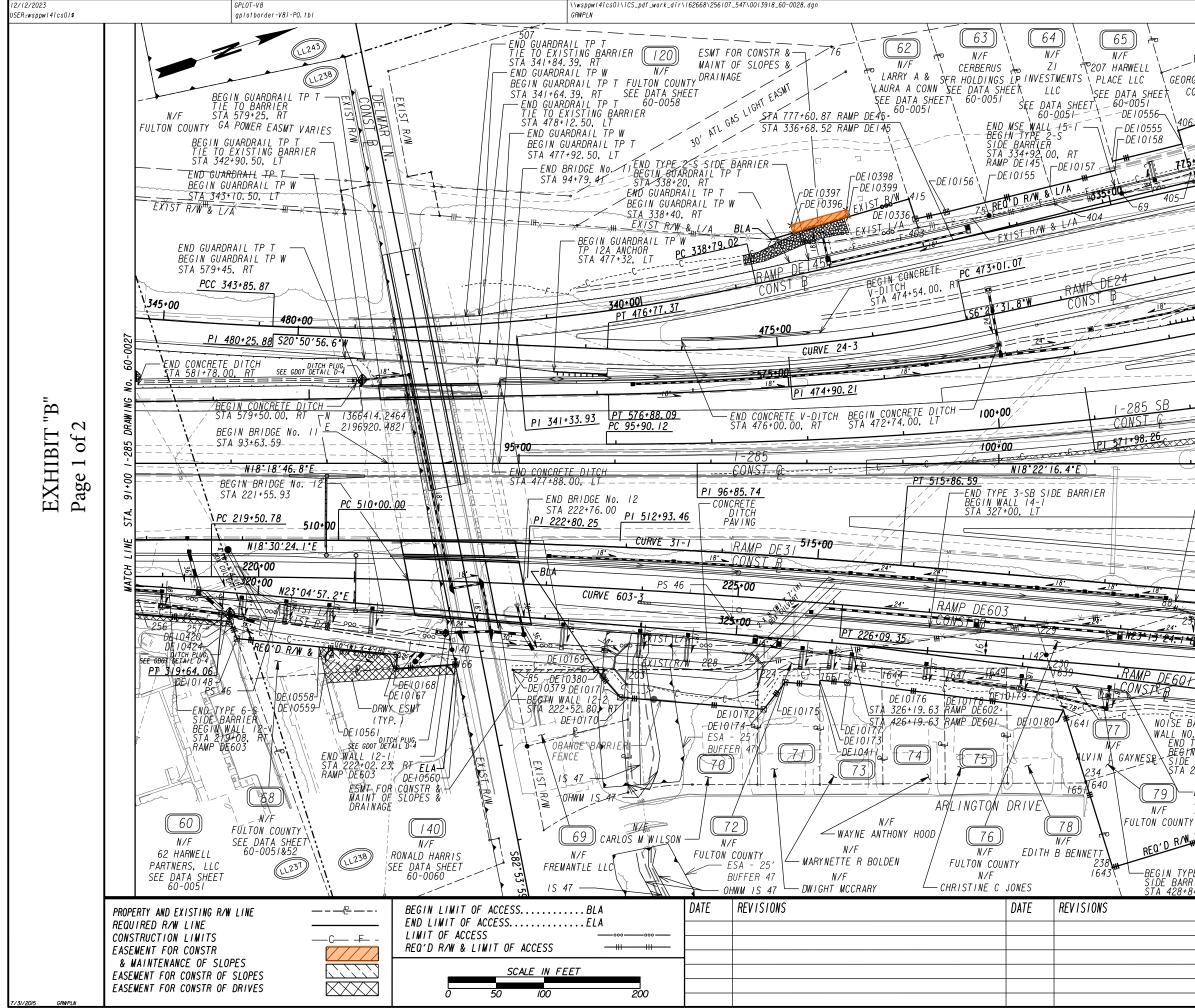
APPROVED AS TO FORM

Y. Soo Jo, County Attorney

# ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_(DATE)

TITLE: \_\_\_\_\_



P. I. No. -GRO-I 0013918 N/F ABC COMPOUNDING MATCH LI ΨN/F GEORGIA POWER COMPANY 28 5ġ , RAMP DE 45 105+00 CURVE 2B-1 and a stand and a stand and a stand EXISTING PAVEMENT TO BE REMOVED, GRADE TO DRATN BEGIN TYPE 2-S SIDE BARRIER STA 570+49.68, LI & GRASS (TYP.) RAMP DE25 105+00 END\_TYPE\_2=\$ SIDE\_BARRIER BEGIN\_WALL\_1 STA\_518+75, 1367363.4042 2197235.2824 PL 103+17.96 END WALL 13-1 PC 103+17.96 STA 522+08.50, LT 0 <u>PC 231+83.90</u> N23•12'26.2\*E 520+00 REMOV 230+00 **18**° CURVE 603-30:00 - RAMP 30 00 CONST N23'04' #25°04'57 NOISE BARRIER 18 NO. GAYNESE SIDE BARRIER SIDE BARRIER STA 232+17.10. BT N/F BEGIN BRIDGE No. 93 108 ()80 STA 522+02.50 DE10476 REGINA Y WOODS DRWY ESMT-ING. -END TYPE 2-S SIDE BARRIER STA 429+10.65, DE+0478--82-MATCH 136 N/F N/F 81 OMICITA WISE N/F WYNN DEVELOPMENT RAM FULTON COUNTY SEE DATA SHEET 60-0060 N/F .0PMENT - DETO477 - SAWCUT PAVEMENT PLACE BARRICADE -BEGIN TYPE 2-S N/F SIDE BARRIERHERBERT SANDERS STA 428+84.20, RT INC STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO: 0013918 COUNTY: FULTON LAND LOT NO: 243,237,238 LAND DISTRICT: 14 DRAWING No. 60-0028 GMD 1289 DATE 11/05/21 SH 28 OF 60

IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	11/10/2023 USER:wsppw141cs01\$	GPLOT-V8 gpiotborder-V81-P0.tbi	\\wsppwi4ics0i\iCS_pdf_work_dir\i57772\256i07_6i4\00i39i8_60-0040.dgn GRWPLN
LNTH CHORD = 51.07 RADIUS = 3065.00 DEGREE = 1°52'09.7° DEI0378 65.00 R 404+00.00 RAMP DEI04 8.57 N 5°19'30.3° E DEI0375 56.43 R 404+00.00 RAMP DEI04 REQD R/W = 414.10 SF RFOD R/W = 0.010 ACRES	XHIBIT "B" age 2 of 2	PARCEL   IIG   EASH     PARCEL   IIG   EASE   EASH   T. FOR CONST. AND MAINT. OF SLOPES. NOISE BARRIER. & DRAINAGE     PNT   OFFSET/.   STATION/.   ALIGNMENT     DE10369   248.55   I   1049+98.74   I   I     DE10370   190.44   I   1056+56.06   I   I   I     DE10371   254.06   I   0159+6.30   I <tdi< td="">   I   I</tdi<>	PARCEL 118 LIMIT OF ACCESS   PNT OFFSET/ DIST STATION/ BEARING   DE10376 57.47 F.A 404+49.99 404+49.99   ACCLENCTH 51.07 CHORD BEAR W 85'09'08.3' W   LNTH CHORD 51.07 CHORD BEAR W 85'09'08.3' W   LNTH CHORD 51.07 CHORD BEAR 85.00 BEGREE 1'52'09.7' DE 10375   DE 10375 56.43 R 404+00.00 LIMIT OF ACCESS LENGTH - 67.17 LF   PARCEL 120 EASM'T. FOR CONST. AND MAINT. OF SLOPES   PNT OFFSET/ DIST STATION/ BEARING   DE10396 43.48 R 338+30.00   DE10397 51.99 R 338+30.25 M 25'56'45.   DE10397 51.99 R 338+30.25 M 25'56'45.   DE10398 54.99 R 337'70.25'16.4   DE10398 54.99 R 337'70.00 STOR 55'59.4   DE10399 47.46 R 337'70.00 STOR 55'59.4
		PNT   OFFSET/ DIST   STATION/ BEARING   ALIGNMENT     DE10375   56.43 R   404+00.00 50.95   RAMP DE104 83'58'38.9'E     DE10376   57.47 R   404+49.99 404+49.99   RAMP DE104 7.53     DE10377   65.00 R   404+49.99     DE10377   65.00 R   404+49.99     CHORD BEAR * N   85'09'08.3' W     LNTH CHORD * 51.07   7065.00     DE10378   5065.00     DEGREE * 1'52'09.7'     DE10378   65.00 R     0404+00.00   RAMP DE104     8.57   N 5'19'30.3' E     DE10375   56.43 R   404+00.00     RE0D R/W   414.10   SF     REOD R/W   9.010   ACRES	

GRWPLI

ARCEL 118	LIMIT OF ACCES	· · · · · · · · · · · · · · · · · · ·	DE2118
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE I 0376	57.47 R	404+49.99	RAMP DE104
NTH CHORD	= 51.07 = N 85*09′08.3 = 51.07 5 = 3065.00	S 4*22′13.1* 404+49.99 * W	" RAMP DEI04
DE 1 0 3 7 8	65.00 R 8.57	404+00.00 N 5°19′30.3"	RAMP DE104
DE I 0375	56.43 R	404+00.00	RAMP DEI04
IMIT OF AC	CESS LENGTH =	67.17 LF	

							GR	<b>51</b>	P.I. N 00/39/
									001331
	EASEMENT AREA	* * * * * * * * * * * * * * * * * * *	* * * * * * * * *	* * * * * * * * * * * * * *	* * * *	* * * * * * * * * * * *	* * * * * * * * * *	******	
SMT PARCEL	. 122 TRI	AINT. OF SLOPES							
PNT	OFFSET/ DIST	STATION/ BEARING	* * * * * * * * * N	IORTHING/EAST	r i NG	COORDINATE	<u>* * * * * * * * * * * * *</u> ES	ALIGNMENT	
DE10467	156.00 L	1141+76.79	N	1371472.95	E	2183923.6	3	1-20	
DE10479	49.04 147.00 L	\$ 60°42′17.5" 1142+25.00 \$ 28°34′34.9"	, N	1371448.96	Ε	2183966.4	0	1-20	
DE I 0480	45.17 102.50 L	1142+17.27	N	1371409.29	Ε	2183944.8	0	1-20	
DE10416	60.00 80.98	\$ 55°52′13.4" 1141+85.07	N	1371379.38	Ε	2183900.6	6	1-20	
DE10412	60.00 L 120.43	N 71°16′46.6" 1141+04.08 N 55°51′35.0"	N	1371405.37	Ε	2183823.9	6	1-20	
DE10467 EQD EASMT EQD EASMT	56.00 L = 67 6.20 = 0.154	1141+76.79 SF ACRES	L N	1371472.95	Ε	2183923.6	3	1-20	
	ASEMENT AREA	*****		* * * * * * * * * * * * * *	* * * *	*****	****	* * * * * * * * * *	
SMT PARCEL	122 TR2 CONST AND M	AINT. OF SLOPES							
PNT	OFFSET/ DIST	STATION/ BEARING		ORTHING/EAST				ALIGNMENT	
DE I 0496	143.00 L 62.77	//42+90.00 \$71°16′46.6"	N F	1371424.31	E	2184026.6	8	1-20	
DE I 0497	143.00 L 103.84	1143+52.77 \$ 55°39′19.2"	N N	1371404.16	Ε	2184086.1.	3	1-20	
DE I 0 4 I 7	60.00 L 80.90	1142+90.38 N 71°16′46.6"	N	1 37 1 345.58	Ε	2184000.40	)	1-20	
DE10415	60.00 L 53.32	1142+09.47 N 55°52′13.4"	N	1371371.54	Ε	2183923.7	7	1-20	
DE I 048 I	102.50 L	1142+41.67 5 71 16'46.6"	N	1371401.46	Ε	2183967.9	I	1-20	
DE I 0482	23.33 102.50 L 47.59	1142+65.00 N 50°24'24.4"	N	1 37 1 393.97	Ε	2183990.00	)	1-20	
DE10496 CQD EASMIT	43.00 L = 5865.01	1142+90.00 SF	N	37   424. 3	Ε	2184026.66	3	1-20	
DE I 04 I 2 DE I 04 I 2 DE I 04 I 2 DE I 04 I 3	0FFSET/ 0FFSET/ 0FFSET/ 0IST 60.00 53.31 102.50 186.06 102.50	T. AND MAINT. STATION/ BEARING 1141+04.08 N 55 51'35.0° 1141+36.27 S 71'16'46.6° 1143+22.33 S 55 39'19.2° 1142+90.38 N 71'16'46.6°	N E N	IORTHING/EAST 1371405.37 1371435.29 1371375.57	E E E		ES  96 98	ALIGNMENT I-20 I-20 I-20 I-20	
DE10417	53. 17 60. 00 L	S 55° 39′ 19. 2"	'W //	1371345.58	E	2184000.4		1-20	
DEI0412 EQD EASMT EQD EASMT	60.00 60.00 7912.43 0.182	N 71°16′46.6" 1141+04.08 SF ACRES	W N	1371405.37		2183823.9		1-20	
DATE	REVISIONS						ATE OF GEO NT OF TRA	DRGIA NSPORTATIO	N
				PRO	JECT	<b>RIC</b> NO: 00/39/	GHT OF W	AY MAP	
				COU	NTY:	FULTON T NO: 242			
					DDI	STRICT: 14,	18 2nd S	DRAWIN	IG No.
				GMD	128	9		60-00	

ESMT PARCEL	EASEMENT ARE 122 TR2 CONST. AND	-
PNT	OFFSET/ DIST	STATI B
DE I 0496	143.00 L 62.77	1142+90
DE I 0497	143.00 L 103.84	1143+52 5 55
DE10417	60.00 L 80.90	1142+90. N 71
DE10415	60.00 L 53.32	1142+09 N 55
DE   048	102.50 L 23.33	1142+41.
DE 10482	102.50 L 47.59	1142+65. N 50
DE10496 REQD EASMT REQD EASMT	43.00 L = 5865.01 = 0.135	1142+90 SF ACRES

PARCEL I20 ESMT PARCEL EASM'T. FOR	120	AINT. OF SLOPES &	DRAINAGE
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10396	43.48 R 8.52	338+30.00 N 85°56′45./	RAMP DE145
DE   0397	51.99 R 60.07	N 65 56 45.7 338+30.25 N 2°52′/6.8'	RAMP DE145
DE   0398	54.99 R 7.53	337+70.25 S 86°09′56.2	RAMP DE145
DE   0399	47.46 R 60.13	3 00 09 56.2 337+70.00 S 1°55′59.6'	- RAMP DE145
DE10396 REQD EASMT REQD EASMT	43.48 R = 482.21 = 0.011	338+30.00 SF ACRES	W RAMP DE145

					=	-GR	<b>D-1,</b> 00
ARCEL 122	FASEMENT AREA		* * * * * * * * * * * * * * * *	* * * * * *	*****	********	* * * * * * * * * *
SMT PARCEL	122 TRI	MAINT. OF SLOPES					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/E	ASTING	COORDINATE	ES /	ALIGNMENT
DE10467	156.00 L 49.04	1141+76.79 \$ 60°42′17.5" E	N 1371472.9	95 E	2183923.6	3	1-20
DE10479	147.00 L 45.17	1142+25.00 S 28 34'34.9" W	N 1371448.9	96 E	2183966.4	0	1-20
DE10480	102.50 L 53.32	42+ / 2/	N 1371409.2	29 E	2183944.8	10	1-20
DE10416	60.00°L 80.98	Š 55°52′13.4" W 1141+85.07 N 71°16′46.6" W	N 1371379.3	38 E	2183900.6	6	1-20
DE10412	60.00 L 120.43	//4/+04.08 N 55°5/′35.0" E	N 1371405.	37 E	2183823.9	16	1-20
DE10467 EQD EASMT EQD EASMT	56.00°E = 67 6.20 = 0.154	1141+76.79 SF ACRES	N 1371472.9	95 E	2183923.6	3	1-20
		· · · · · · · · · · · · · · · · · · ·	*****	* * * * * * * *	* * * * * * * * * * * * *	****	* * * * * * * * *
RCEL IZZ E MT PARCEL	EASEMENT AREA 122 TR2 CONST AND M	A 2 IAINT. OF SLOPES					
SM'I. FUR XXXXXXXXXX PNT	OFFSET/	STATION/	NORTHING/EA				LIGNMENT
Рмі 	DIST	BEARING	NURIAINU/L/	1577NU 	CUURDINAIL.		_/GNMENT
E10496	143.00 L 62.77	1142+90.00 S 71°16′46.6″ E	N 1371424.3	ΙΕ	2184026.68	3 I	-20
E10497	143.00 L 103.84	//43+52.77 S 55°39′19.2" W	N 1371404.1	6 E	2184086.13	3 1	-20
E10417	60.00 L 80.90	//42+90.38 N 7/°/6′46.6" W	N 1371345.5		2184000.40		-20
E10415	60.00 L 53.32	//42+09.47 N 55°52′/3.4″ E	N 1371371.5	_	2183923.77		-20
E10481	102.50 L 23.33	1142+41.67 S 71°16′46.6″E	N 1371401.4		2183967.91		-20
E10482	102.50 L 47.59	1142+65.00 N 50°24'24.4" F	N 1371393.9		2183990.00		-20
DEI0496 QD EASMT QD EASMT	43.00 L = 5865.01 = 0.135	1142+90.00 SF ACRES	N 1371424.3	ΙΕ	2184026.68	3 1	-20
ARCEL 122 SMT PARCEL ERIAL EASM PNT	EASEMENT 122 AERIAL 1'T. FOR CONST OFFSET/ DIST	T. AND MAINT. STATION/ BEARING			COORDINATE		ALIGNMENT
DE10412	60.00 L	//4/+04.08	N 1371405.	37 E	2183823.9		1-20
DE10413	53.31 102.50 L	N 55°51′35.0" E 1141+36.27	N 1371435.2	29 E	2183868.0	18	1-20
DE10414	186. 06 102. 50 L	S 71°16′46.6″E 1143+22.33 S 55°39′19 2″W	N 1371375.	57 E	2184044.3	10	1-20
DE10417	53.17 60.00 L 186.29	Š 55*39'19.2" W 1142+90.38 N 71*16'46.6" W	N 1371345.	58 E	2184000.4	10	1-20
DE10412	60.00 L = 7912.43 = 0.182	N / 1 / 6 46.6 W 1/4/+04.08 SF ACRES	N 1371405	37 E	2183823.9	16	1-20
QD EASMI QD EASMT							
QD EASMI QD EASMT							
QD EASMI QD EASMT							
QD EASMI QD EASMT							
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OD EASMT OD EASMT	<b>REV</b> ISTONS					ATE OF GEOI NT OF TRAN	
EQD EASMT	REVISIONS				DEPARTME. RIG	NT OF TRAN G <b>ht of WA</b>	SPORTATION
EQD EASMT	REVISIONS			COUNTY:	DEPARTME <b>RIG</b> T NO: 001391 FULTON	NT OF TRAN G <b>ht of WA</b>	SPORTATION
EQD EASMT	REVISIONS			COUNTY: LAND LO	DEPARTME <b>RIG</b> T NO: 001391 FULTON T NO: 242 STRICT: 14,	NT OF TRAN G <b>HT OF WA</b> 8	SPORTATION

PROPERTY AND EXISTING R/W LINE	— <i>––E</i> – – -	BEGIN LIMIT OF ACCESSBLA END LIMIT OF ACCESSELA	DATE	REVISIONS	DATE	REVISIONS
REQUIRED R/W LINE CONSTRUCTION LIMITS		LIMIT OF ACCESS				
EASEMENT FOR CONSTR		REQ'D R/W & LIMIT OF ACCESS				
& MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES						
EASEMENT FOR CONSTR OF SLOPES						

OWNER(S) NAME: Fulton County, a political subdivision of the State o	f Georg	ia	
ADDRESS or LOCATION OF PROPERTY: Harwell Road, NW, Atlanta	1, GA 3	0311	
(1) GROSS PROCEEDS TO SELLER:		\$ <u></u>	500.00
(2) CURRENT COUNTY TAXES:		\$ <u></u>	
(3) CURRENT CITY TAXES:		\$ <u></u>	
(4) MORTGAGE PREPAYMENT PENALTY:		\$ <u></u>	
(5) RELEASE OF MORTGAGE FEE:		\$ <u></u>	
(6) RETENTION VALUE OF IMPROVEMENTS:		\$ <u></u>	
(7) PERFORMANCE BOND:		\$ <u></u>	
(8) PAYMENT(S) TO OTHER PARTIES:			
a			
b			
с. <u> </u>			
d			
TOTAL PAYMENTS TO OTHER PARTIES (Line 8)	\$		
(9) TOTAL OF ALL DISBURSEMENTS (LINES 2 THROUGH 8):		\$ <u></u>	
(10) PROCEEDS MINUS DISBURSEMENTS (LINE 1 LESS LINE 9):		\$ <u></u>	
(11) REIMBURSEABLE EXPENSES FOR TRANSFERRING TITLE:			
a. PRO-RATA SHARE TAXES (LINES 2 & 3):	\$ <u></u>		
b. MORTGAGE PREPAYMENT/RELEASE FEE (LINES 4 & 5):	\$		
c. OTHER APPLICABLE EXPENSES (LINE 8):	\$		
(12) TOTAL REIMBURSABLE EXPENSES (LINES 11 a, b,& c):		\$	
(13) NET PROCEEDS TO SELLER (LINE 10 PLUS LINE 12):		\$	500.00
**************************************	*****	****	*****

The above is the complete, true and correct amount of funds received and disbursed in connection with the above transaction. **The seller is hereby notified by this document to proceed with the removal of all on site trade fixtures and/or retained improvements as previously identified and approved by the department**. In the event that these items have not been removed within 30 calendar days from the date of this notice, they will be considered abandoned and shall be removed and/or demolished by the department. (this notice does not apply if the seller and/or other interests in possession are classified by the department as relocation displacements.) The removal of and/or damage to any portion of the property not retained by the seller is unlawful and such action will be subject to prosecution by the state.

The undersigned seller(s) acknowledge(s) that all legal services performed by the closing attorney were on behalf of the department of transportation, and not on behalf of the seller(s), and that the seller(s) (was) (were) not given any legal advice by the closing attorney except that seller(s) (was) (were) advised to secure independent legal counsel to insure that the legal interests and rights of seller(s) are protected, and further that this statement is a defense to any action or proceeding against the closing attorney or the Department of Transportation.

[Continues on next page]

FULTON COUNTY, a political subdivision of the State of Georgia

By:

Robert L. Pitts, Chairman(DATE)Fulton County Board of Commissioners

(CLOSING OFFICIAL)

(DATE)

Attest:

Tonya R. Grier Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

NOTE: If taxes are not withheld or were not due and payable at time of closing, seller must submit paid tax receipts for reimbursement of their Pro-Rata share by the Department to the Georgia Department of Transportation, Office Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Ga. 30308.

D.O.T. USE ONLY PAYEE: >

TOTAL

\$ \$ \$ \$ \$ \$

Project No.: 0013918 FULTON COUNTY P.I. No.: 0013918, Parcel No.: 120

#### Re: Project No.: 0013918 FULTON COUNTY P.I. No.: 0013918, Parcel No.: 120

#### **PROPERTY OWNER'S AFFIDAVIT**

# STATE OF \_\_\_\_\_\_ COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, Fulton County, a political subdivision of the State of Georgia, who after being duly sworn, deposes and says upon oath:

That affiant is the owner in fee simple of the improvements shown on Exhibit "A" attached hereto.

Further, that the improvements situated on said real estate are within the limits of said described property and that there has been no violation of any restrictions that may have been imposed on said lands nor has any interest in same been sold or conveyed or any change made in the improvements thereon since said lands were inspected as aforesaid.

Further, that the owner or owners named above is in indisputable possession of said described lands and knows of no one claiming under any unrecorded bond for title of any nature or claiming any interest in said lands whatsoever; except as may be set out below;

Further, that there are no leases, either recorded of record, unrecorded, or otherwise, currently in effect or terminated in contemplation of the acquisition or purchase by the Georgia Department of Transportation (hereinafter the "Department") of the real estate shown on Exhibit "A" attached hereto, except as may be set out below;

Further, that there are no suits, judgements, bankruptcies or executions pending against the owner or owners named above in any court relating to the subject property or which could in any way affect the title to said lands or constitute a lien thereon, and that the owner or owners named above is not surety on the bond of any county or county official or any other bond that through default of the principal therein a lien would be created superior to the deed mentioned above, nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever unsatisfied against said lands except as set out below;

Further, that there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of said real estate, except as set out below, which constitute or might constitute any lien upon said real estate.

The owner or owners named above for (his/its) part acknowledges that this Affidavit is made and given to the Department in connection with and for purposes of inducing the Department in its acquisition or purchase of the real estate shown on Exhibit "A" attached thereto and, further, agrees to indemnify and hold harmless the Department from any and all claims for compensation or benefits made by any party or individual claiming through or under any interest in the property or business now or formerly situated or operating on said property, against the Department other than as may be set forth herein below.

FULTON COUNTY, a political subdivision of the State of Georgia

Sworn to and subscribed before me, this\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_

By:

\_\_\_\_\_(S.E.A.L.)

Robert L. Pitts, Chairman Fulton County Board of Commissioners

Notary Public [Affix Notary Seal]

Attest:

(S.E.A.L.) Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

Exceptions: None.

Property Owner's Affidavit

# Re: Project No.: 0013918 FULTON COUNTY, P.I. No.: 0013918, Parcel No.: 120

INSTRUCTIONS: Please print clearly; cancelling and reissuing a check can cause significant delays in getting paid. Please double check your address.

### **CERTIFICATION REGARDING PROPER DISBURSEMENT OF FUNDS**

STATE OF\_\_\_\_\_, \_\_\_\_COUNTY

The closing attorney for this transaction is directed to disburse the closing funds by sending a check via UPS with the following recipient and tracking information. The closing attorney is directed to make selections at their discretion for all incomplete items.

Country:	
Full Name or Company Name:	
Contact Name:	
Address (No P.O. Boxes):	
Email:	
Phone:	Extension:
Require signature on delivery? Circl	
Allow recipient to change address?	Circle either YES or NO.
Circle whether this delivery address	is <b>RESIDENTIAL</b> or <b>COMMERCIAL</b> .
Signed, Sealed and Delivered this day of 20, in the presence	FULTON COUNTY, a political subdivision of the State of Georgia
, in the presence	By:(L.S.)
Notary Public [Affix Notary Seal]	Fulton County Board of Commissioners
	Attest:(L.S.) Tonya R. Grier Clerk to the Commission

## APPROVED AS TO FORM

Y.	Soo	Jo.	County	Attorney
<b>.</b> .	200	• • •	County	inconneg