



Fulton County Board of Commissioners
Agenda Item Summary

18-0920

BOC Meeting Date
 12-19-18

Requesting Agency

Real Estate and Asset Management

Commission Districts Affected

2, 7,

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Sewer Easement Dedication of 4,884 square feet between Fulton County, a political subdivision of the State of Georgia and American Honda Motor Company, Inc. for the purpose of extending the county's sewer system in the city of Alpharetta, Georgia.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Click here to enter text. According to Article XXXIV. – Development Regulations, 34.4.1 Land disturbance permit prerequisites. Easement dedication is required prior to issuance of a Land Disturbance Permit pursuant to the Fulton County Development Regulations 34.4.1. Pursuant to O.C.G.A. § 36-9-1, the dedication must vests title in the easement to Fulton County.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

Is this a purchasing item?

No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: The proposed development of a ninety one residential lot subdivision in the city of Alpharetta will require a connection to the County's sewer system. Fulton County development regulations require that all new sewer connections acknowledge Fulton County's ownership interests in the area(s) in which a sewer connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed consists of 4,884 square feet and is located in Land Lot 699 of the 1st District, 2nd Section of Fulton County, Georgia.

Community Impact: Extension of the County's sewer system to further service constituents needs and the addition of a new residential development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the legal owner of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance and upgrades to the sewer system once the proposed improvements are installed on the owner's property.

Agency Director Approval		County Manager's Approval
Typed Name and Title Ellis G. Kirby, LEED AP, CEM, CEFP, Deputy Chief Operating Office of the County Manager	Phone 404-612-5919	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: None.

Contract & Compliance Information

(Provide Contractor and Subcontractor details.)

Agency Director Approval		County Manager's Approval
Typed Name and Title Ellis G. Kirby, LEED AP, CEM, CFP, Deputy Chief Operating Office of the County Manager	Phone 404-612-5919	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

18-0920

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	.
Total M/FBE Values	.
Total Prime Value	.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*
 By acceptance of this sewer easement dedication, the County saves land acquisition cost of approximately \$12,100.00.

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*
 Exhibit 1 – Sewer Easement Agreement

Source of Additional Information *(Type Name, Title, Agency and Phone)*
 Liza Carter, Real Estate Specialist, Land Division, 404-612-7875

Agency Director Approval		County Manager's Approval
Typed Name and Title Ellis G. Kirby, LEED AP, CEM, CEFP, Deputy Chief Operating Office of the County Manager	Phone 404-612-5919	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: .	Previous Contracts: .		
Solicitation Number: .	Submitting Agency: .	Staff Contact: .	Contact Phone: .

Description:.

FINANCIAL SUMMARY

Total Contract Value:		MBE/FBE Participation:	
Original Approved Amount: .		Amount: .	%: .
Previous Adjustments: .		Amount: .	%: .
This Request: .		Amount: .	%: .
TOTAL: .		Amount: .	%: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: .	End Date: .
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Kirby, Ellis	Date: 10/22/2018
X	County Attorney:	Stewart, Derval	Date: 10/22/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 10/30/2018

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]
THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF FULTON COUNTY OR ITS AGENTS

Return Recorded Document to:

PROJECT: Westside Sanitary Sewer Extension Project

Michael A. Graham, Fulton County Land Administrator
Fulton County Department of Real Estate and Asset Management
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303

SEWER EASEMENT

GEORGIA

FULTON COUNTY

This indenture entered into this 28th day of August , 2018, between the **AMERICAN HONDA MOTOR CO., INC.**, party of the first part or "Grantor", and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part or "Grantee".

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will mutually accrue from the construction of a sewer line through subject property, said party of the first part has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns, subject to all of the terms and conditions hereof, the right, title, and privilege of a non-exclusive easement through subject property located in Land Lot 699 of the 1st District, 2nd Section of Fulton County, Georgia, and more particularly described as follows: To wit:

WESTSIDE SANITARY SEWER EXTENSION PROJECT: Being a variable forty (40)/fifty (50) foot temporary construction easement reverting to a twenty (20) foot permanent non-exclusive easement according to the attached excerpt of plat from plans on file in the Fulton County Water Resources Department and as more particularly described on Exhibit "A" attached.

This right and easement herein granted being to occupy such portion of the described property for the construction and maintenance and upgrade of said sewer line through same according to the location

and size of said sewer line as shown on the map and profile now on file in the office of the Water Resources Department of Fulton County, and which size and location, subject to the limitations hereof, may be reasonably modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

SPECIAL STIPULATIONS

1. Fulton County must commence and diligently complete construction of the sewer line within two (2) years of the date hereof. This easement shall be void and of no further force or effect in the event Fulton County fails to commence and diligently complete construction of the sewer line within two (2) years of the date hereof.
2. This easement is strictly limited to the installation, maintenance, repair and replacement of a single sewer line of not to exceed ten (10) inches in diameter.
3. The sewer line is to be entirely underground at a depth of not less than one (1) foot, except for that portion that is expressly planned to be above ground for the purpose of traversing intervening waterways as is expressly approved by Grantor.
4. This easement is non-exclusive except that Grantor may not grant additional rights and/or interests that conflict with the grant herein or otherwise impair the use and operation of this easement by Grantee.
5. The easement may be used only for the purpose of providing sewer services to the subdivision adjacent to Grantor's property and for the purpose of providing sewer service to Grantor's property. This easement may not apportioned, fractionalized, sold, assigned or used for any other purpose or for any other utilities.
6. Fulton County shall restore the construction area as closely as practicable to the pre-construction condition, at its sole cost and expense.
7. Fulton County to grade, level, seed and straw any disturbed areas to match existing grass and ground cover, at its sole cost and expense.
8. Said temporary construction easement shall begin when construction begins on subject property and terminate with the completion of the project or within 150 days of start of construction on subject property, whichever occurs first.
9. Prior to the commencement of any work on Grantor's property, Grantee shall notify Grantor of any proposed repair, maintenance or construction on Grantor's property.
10. Access to the easement area shall not be permitted through Grantor's property but shall be strictly limited to access via the property directly south of Grantor's property where the easement area meets such southerly adjacent property.
11. Grantee shall be solely responsible to abate/minimize all nuisances, including, without limitation, dust and noise, at all times during the course of any construction, repairs, maintenance or replacement activities.
12. This grant of easement by Grantor is expressly made on as "AS-IS, WHERE-IS, WITH ALL FAULTS" basis and Grantor expressly disclaims any representations, or warranties of any kind or nature, expressed or implied.
13. The party proposing to access Grantor's property shall obtain, at its own expense, and prior to any access to Grantor's property by Grantee and/or its employees, agents, contractors and/or invitees,

any necessary permits and authorizations of whatever nature from any and all governmental agencies. In connection therewith, the party proposing to access Grantor's property shall comply and shall use reasonable efforts to cause its employees, agents, contractors and invitees to comply with all applicable federal, state and local laws and regulations. Before any entry on Grantor's property by Grantee, its employees, agents, contractors or invitees, such party proposing to access Grantor's property shall deliver to Grantor a certificate of insurance evidencing insurance coverage in compliance with the terms of this paragraph. The party proposing to access Grantor's property shall at its sole expense, provide (i) commercial general liability insurance, including damage to rented premises, medical expenses, personal and advertising injury and products liability coverage, with limits not less than \$1,000,000.00 in any one occurrence, and \$2,000,000.00 general aggregate, (ii) automobile liability insurance with a limit not less than \$1,000,000.00 in any one occurrence and (iii) workers compensation insurance providing the statutory benefits and employers liability insurance with a limit not less than \$1,000,000.00 each accident/disease/policy limit. The party providing such insurance will include Grantor as an additional insured under all such policies, and shall provide Grantor with a certificate of insurance evidencing all such coverage at least fifteen (15) days prior to entry onto Grantor's property and within thirty (30) days of any material change. The insurance policy shall also provide that it may not be canceled or modified without at least thirty (30) days prior written notice to Grantor. Notwithstanding the foregoing, Grantee shall retain the right to self-fund for any and all insurance coverage required by this Agreement

14. Grantee shall be solely responsible for the payment of any applicable recording charges, transfer costs, fees or taxes of any kind as may be applicable to this grant of easement.

Grantor hereby warrants that it has the right to sell and convey said sewer easement and bind itself, its heirs, executors, and administrators.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered

this 28 day of August, 2018

in the presence of:

 Nicol Webb
Witness

AMERICAN HONDA MOTOR CO., INC.

By: [Signature] (LS)
Charles A. Harmon

Title: Corporate Procurement
American Honda Motor Co., Inc.

By: _____ (LS)

Title: _____

Notary Public

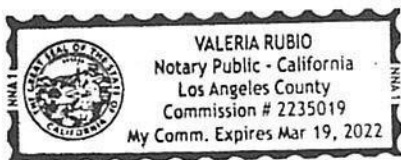
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On August 28, 2018 before me, Valeria Rubio, Public Notary
personally appeared Charles Harmon

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Valeria Rubio
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date:
Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator
Other:
Signer is Representing:



VICINITY MAP
SCALE: NTS

NOTE:
A PORTION OF THIS PROPOSED SEWER LINE
CROSSING OVER STATE WATERS WILL BE
ELEVATED ON PIERS.

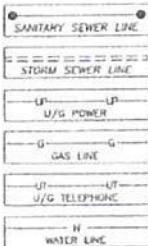
LEGEND

- BNF - BARBED WIRE FENCE
- CL - CENTERLINE
- CLF - CHAIN LINK FENCE
- CMR - CORRUGATED METAL PIPE
- CO - CLEAN OUT
- CTP - CURB TOP PIPE
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- DI - DRAIN INLET
- FH - FIRE HYDRANT
- HDPE - HIGH DENSITY POLYETHYLENE
- HM - HEADWALL
- HPF - HOOD WIRE FENCE
- IPF - IRON PIN FOUND
- IPG - IRON PIN SET 12" TO 18" W/ YELLOW CAP PLASTIC CAP (STAMPED "ROCHESTER-LSF00048A" UNLESS OTHERWISE NOTED)
- JB - JUNCTION BOX
- LAT - SEWER LATERAL
- LL - LAND LOT
- LLL - LAND LOT LINE
- MO - MANHOLE
- NCH - NON OR FORMERLY
- N/F - NOTED CONTING. STRUCTURE
- OCS - OFFSET CONCRETE STRUCTURE
- OTF - OPEN TOP PIPE
- PI - PLAT BOOK
- PL - PAGE
- PL - PROPERTY LINE
- POB - POINT OF BEGINNING
- RE - REINFORCING
- RCR - REINFORCED CONCRETE PIPE
- R/W - RIGHT OF WAY
- SF - SQUARE FEET
- SE - SANITARY SEWER EASEMENT
- S- - SANITARY SEWER LINE

LINE	BEARING	DISTANCE
1	N24°50'55"W	21.89
2	N65°00'46"W	5.00
3	N24°50'55"E	75.00
4	S85°09'05"E	5.00
5	N24°50'55"E	40.00
6	N65°09'05"W	5.00
7	N24°50'55"E	60.00
8	S85°09'05"E	5.00
9	N24°50'55"E	27.30
10	N38°05'44"W	9.37
11	N75°06'55"E	10.88
12	S38°06'04"E	11.21
13	N89°06'47"W	10.94
14	N51°53'56"E	12.05
15	N89°06'47"W	21.89
16	N89°06'47"W	10.94
17	N24°50'04"W	20.04
18	N61°53'56"E	10.00
19	S38°06'04"E	26.16
20	S24°50'55"W	51.87
21	S85°09'05"E	5.00
22	S24°50'55"W	60.00
23	N65°09'05"E	5.00
24	S24°50'55"W	40.00
25	S85°09'05"E	5.00
26	S24°50'55"W	75.00
27	N65°09'05"W	5.00
28	N38°06'21"W	10.88
29	N75°06'55"E	26.21
30	N61°53'56"E	15.89
31	S38°06'04"E	10.00
32	S85°09'05"W	17.95
33	S24°50'55"W	24.00
34	S24°50'55"W	6.11
35	N75°06'55"E	8.45

STRUCTURES

- DOUBLE-WING CATCH BASIN
- SINGLE-WING CATCH BASIN
- JUNCTION BOX
- MANHOLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER

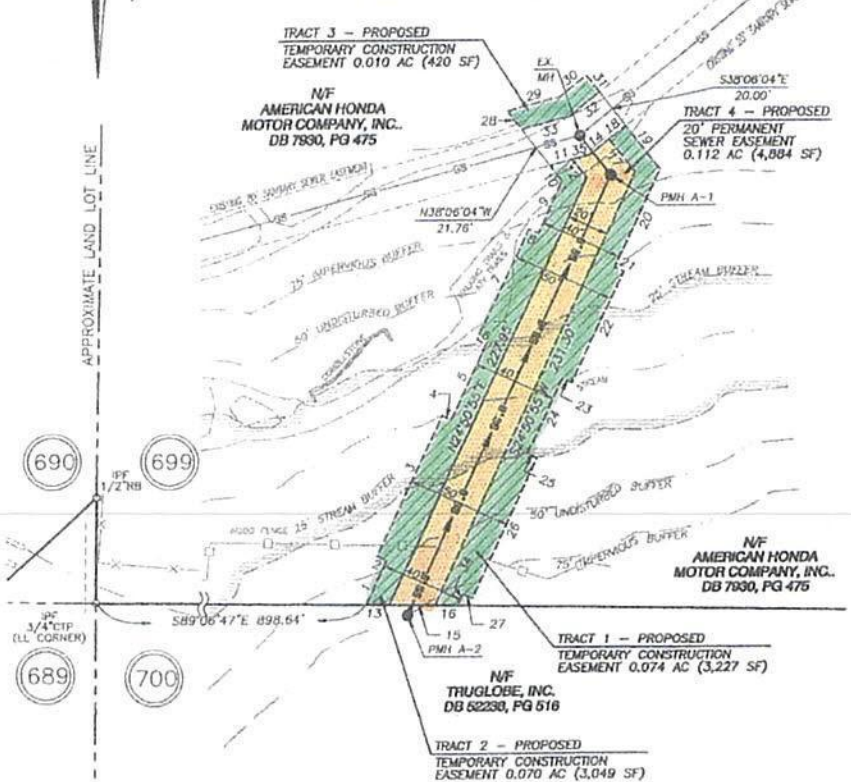


APPROXIMATE LAND LOT LINE



EASEMENT AREAS:

- 20' PERMANENT SEWER EASEMENT = 4,884 SF
- 40' TEMPORARY CONSTRUCTION EASEMENT = 2,647 SF
- 50' TEMPORARY CONSTRUCTION EASEMENT = 4,049 SF



REFERENCE PLAT

ALTA/ACSM LAND TITLE SURVEY FOR LANNAH GEORGIA INC., FIRST AMERICAN TITLE INSURANCE COMPANY DATED MAY 27, 2015 BY ROCHESTER & ASSOCIATES, INC.

NOTES

- THE FIELD DATA DATED MAY 01, 2015 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 50,527 FEET AND AN ANGULAR ERROR OF 01 SECONDS PER ANGLE AND WAS ADJUSTED USING COMPASS RULE. A TRIMBLE 560 ROBOTIC WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 158,561 FEET.
- THE HORIZONTAL DATUM FOR THIS SURVEY IS THE GEORGIA COORDINATE SYSTEM. BEST ZONE. VERTICAL DATUM USED IS NAVD 83. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A REAL TIME KINEMATIC RECEIVER WITH A TRIMBLE TSC3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM AN ADJUSTED REAL TIME KINEMATIC NETWORK. THE TECHNOLOGY USED HAS RTK CORRECTED MEASUREMENTS FROM A GPS REAL TIME NETWORK. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WAS 10.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE.
- THIS PLAT IS FOR THE EXCLUSIVE USE OF ENTITIES SHOWN HEREON. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
- THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY OR RESTRICTIONS WHICH ARE NOT RECORDED OR DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE KNOWN TO THE SURVEYOR. THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.



This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 12-9-07.

Joseph R. Wells, RLS #1120
Rochester & Associates, Inc.
Certificate of Authorization # LSF-00048
jrwells@rochester-associ.com

3/23/15
DATE

SHEET 1 OF 1
DATE: 3/23/15
SCALE: 1" = 40'
FILE: 180920
JOB: 215035 MES
DRAWN BY: MEH

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE IN BLUE INK OF THE REGISTRAR ACROSS THE REGISTRAR'S SEAL.

GRAPHIC SCALE
0' 20' 40' 60'

NO.	DATE	DESCRIPTION
1	10-08-15	REVISED LAND LOT # IN TITLE BLOCK & ADJONER DEED BOOK

SANITARY SEWER EASEMENT EXHIBIT FOR:
FULTON COUNTY WATER RESOURCES DEPARTMENT
LOCATED IN LAND LOT 899, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30601
(770)718.0600 (770)718.9050 Fax • www.rochester-assoc.com

EXHIBIT "A"