



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1
Steve Soteres – District 2
Chris Burnett – District 3
Jody Reichel – District 4
Tibby DeJulio – District 5
Andy Bauman – District 6

Tuesday, March 3, 2020

Regular Meeting

6:00 p.m.

I. Invocation - Rabbi Bradley G. Levenberg, Temple Sinai

II. Call to Order - - Mayor Rusty Paul

III. Roll Call and General Announcements - - Deputy City Clerk

IV. Pledge of Allegiance - - Mayor Rusty Paul

V. Public Comment

VI. Approval of Meeting Agenda

VII. Consent Agenda

1. **2020-64** Meeting Minutes
February 18, 2020 Regular Meeting
(Presented by Lia Jones, Deputy City Clerk)
2. **2020-65** Acceptance of a Real Estate Agreement, Permanent Drainage Easement and
Temporary Construction Easement for the Seville Chase Stormwater Project
(Presented by William H. Martin Jr., AIA, Director of Public Works)
3. **2020-66** Acceptance of a Temporary Driveway Easement in Connection with the TS-105
Grogan's Ferry at Roswell Road Intersection Improvement Project
(Presented by William H. Martin Jr., AIA, Director of Public Works)

VIII. New Business



SANDY SPRINGS

GEORGIA

1. **2020-67** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Real Estate in connection with the TS-105 Grogan's Ferry at Roswell Road Intersection Improvement Project
(Presented by Allen Johnson, TSPLOST Program Manager)
2. **2020-68** Request for Mayor and City Council Consideration of Approval of the Transmission Relocation Agreement for temporary fencing with Georgia Power Company for the Mt. Vernon Highway Multipurpose Path Project (T-0062-2)
(Presented by Wesley Waters, CIP Unit Manager)
3. **2020-69** Request for Mayor and City Council Approval of a Resolution Appointing Raquel D. Gonzalez as City Clerk for the City of Sandy Springs, Georgia, Pursuant to Article III, Section 3.09 of the City Charter
(Presented by Rusty Paul, Mayor)

IX. Reports

1. **2020-70** Mayor and Council Report
2. **2020-71** Staff Reports
January 2020 Unaudited Financials
(Karen Ellis, Director of Finance)

City Manager's Vision and Organizational Framework
(Andrea Surratt, City Manager)

X. Executive Session

1. **2020-72** Litigation & Real Estate

XI. Adjournment



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager
FROM: Lia Jones, Deputy City Clerk
DATE: February 28, 2020 Submission for the March 3, 2020 Meeting
ITEM: Meeting Minutes
February 18, 2020 Regular Meeting

Recommendation:

Background:

Discussion:

Financial Impact:

Alternatives:

Attachments:

None



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: William H. Martin Jr., AIA, Director of Public Works

DATE: February 20, 2020 Submission for the March 3, 2020 Meeting

ITEM: Acceptance of a Real Estate Agreement, Permanent Drainage Easement and Temporary Construction Easement for the Seville Chase Stormwater Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate, Permanent Drainage Easement and Temporary Construction Easement on that tract of land lying and located in Land Lot 86 of the 17th District, Fulton County, Georgia. The property owner is Lance R. Mendel located at 55 Seville Chase, as shown in the attached exhibits.

Background:

The acquisition of 427 square feet of Permanent Drainage Easement and 396 square feet of Temporary Construction Easement on this property is necessary in order to construct the Seville Chase Stormwater Project. The property owner has accepted the City's offer for the necessary easement rights required to construct the proposed project.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owner.

Financial Impact:

The property owner agreed to sell his land interests for the sum of \$1,200 to the City. The land interests acquired includes a permanent drainage easement and temporary construction easement on his property. The permanent drainage easement includes \$860.41 (427 SF X \$4.03/SF X 50%) and the temporary construction easement includes \$319.18 (396 SF X 4.03/SF X 10% X 2 year) totaling \$ 1,179.59 / \$1,200.00 rounded, for the combined land interests required for the project. Staff concurs that the compensation amount is reasonable and recommends payment to the owner for these land interests.

Alternatives:

N/A

Attachments:

1. Fulton Co. Property Records Search
2. Perm Drainage Easement and Exhibits
3. Agreement to Purchase Real Estate
4. Resolution
5. Temp Constr Esmt wExhibits - Mendel

- Profile
- Sales
- Residential
- Commercial
- Permits
- OBV
- Values
- Values History
- Land
- Agricultural
- Sketch
- Pictometry Imagery
- Map
- Appeals
- Appeals History
- Personal Property
- PP Value History
- Tax Information

PARID: 17 008600010273
MENDEL LANCE R

- enter a parcel id -



PARID: 17 008600010273
MENDEL LANCE R

55 SEVILLE CHASE

Parcel

Parcel ID:	17 008600010273
Property Location:	55 SEVILLE CHASE
Unit:	
City:	SANDY SPRINGS
Neighborhood:	1783
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	1.29
Zoning:	CUP-
Location	6
Fronting:	9 - 9
Parking Type:	1-OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	59
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Owners

Owners:	MENDEL LANCE R
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Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
MENDEL LANCE R 55 SEVILLE CHASE ATLANTA GA 30328		

Sales

Sale Date:	Sale Price:
09-AUG-17	\$0
03-JUN-10	\$200,000
06-FEB-06	\$0
28-FEB-00	\$0
09-JUN-87	\$55,000

Sale Details

1 of 5

Grantor:	MENDEL TESS T.
Grantee:	MENDEL LANCE R
Sales Date:	09-AUG-17
Sale Price Sale Validity:	G : Deed of Gift
Sale Source:	6 : PT61
Sales Type:	:

Sale Flag:
Deed Book: 57840
Deed Page: 0520
Deed Type: QC

Residential

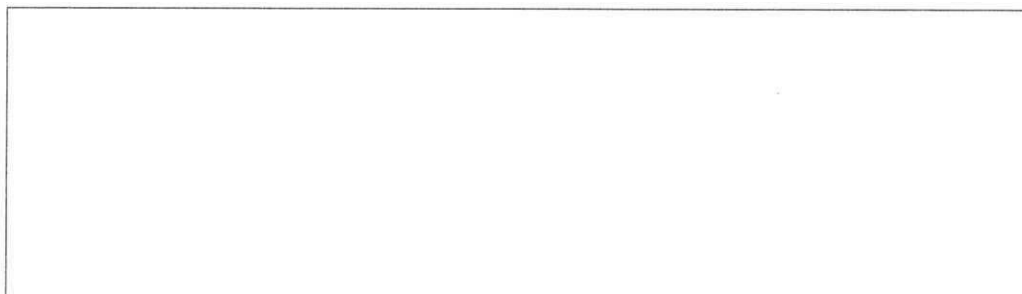
Card: 1
Stories: 2
Year Built: 1987
Effective Year Built:
Remodeled Year:
Living Area: 3,540
Total Living Area: 3,540
Total Rooms: 6
Bedrooms: 3
Family Rooms: 1
Attic: 1-NONE
Basement LA:
Basement Rec Area:
Full Baths: 3
Half Baths: 1
Additional Fixtures: 2
Total Fixtures: 13
Pre Fab Fireplace: 2
Masonry Fireplaces:
Grade: B-
CDU: VG
% Complete

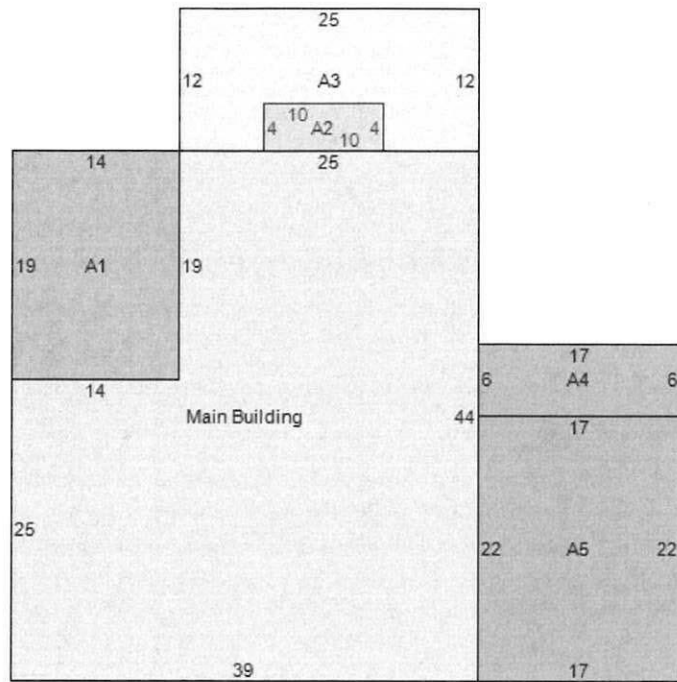
Additions

Addition Number:	Description:	Area
0	---	1,450
1	UNFIN BSMT BASEMENT UNFINISHED-1S FR ONE STORY FRAME--	266
2	MA_PT CONC/MAS PATIO-WDDCK WOOD DECKS-WDDCK WOOD DECKS-	40
3	MA_PT CONC/MAS PATIO-WDDCK WOOD DECKS--	300
4	-FR UT FRAME UTILITY BUILDING--	102
5	-FR GR FRAME GARAGE-1S FR ONE STORY FRAME-	374

Land

Line Number: 1
Land Type: S - SQUARE FOOT
Land Code: 1
Square Feet: 56,192
Acres: 1.29





Item	Area
Main Building	1450
A1 - 50/10:UNFIN BSMT BASEMENT UNFINISHED/IS FR ONE STORY FRAME	266
A2 - 33/31/31:MA_PT CONC/MAS PATIO/WDDCK WOOD DECKS/WDDCK WOOD DECKS	40
A3 - 33/31:MA_PT CONC/MAS PATIO/WDDCK WOOD DECKS	300
A4 - 14:FR UT FRAME UTILITY BUILDING	102
A5 - 13/10:FR GR FRAME GARAGE/IS FR ONE STORY FRAME	374

AFTER RECORDING, PLEASE RETURN TO:
City Clerk's Office
1 Galambos Way
Sandy Springs, GA 30328

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS AGREEMENT is entered into the 2nd day of February in the year of 2020, between LANCE R. MENDEL, herein referred to as the "Grantor", and the CITY OF SANDY SPRINGS, GA. hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining a 427 square foot Permanent Drainage Easement upon and across the property of Grantor, located in Land Lot 86 of Land District 17 of Fulton County, GA, as is more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference, and:

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

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

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

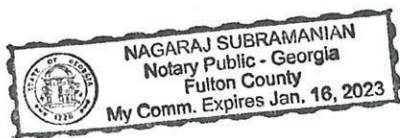
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
WITNESS

[Signature]
LANCE R. MENDEL (L.S.)

[Signature]
NOTARY PUBLIC



PERMANENT EASEMENT DESCRIPTION

EXHIBIT "A"

Permanent Drainage Easement

Being a strip or parcel of land running in, through, over and across the property now or formerly owned by Lance R. Mendel, as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 57840, Page 520, said strip or parcel also runs across Lot 30 of a Final Plat entitled, "Seville, Unit One, Section One", recorded among the said Land Records in Plat Book 115, Page 78, and said strip or parcel being as shown on an Easement Sketch prepared by TerraMark Land Surveying, Inc. and attached hereto, said strip or parcel lying and being in Land Lot 86, 17th District of Fulton County, Georgia and being more particularly described as follows:

Beginning for the same of the strip or parcel of land at a ½ inch rebar found on the South Right of Way Line of Seville Chase (an apparent variable width right of way), said rebar being located 253.28 feet southeast from the intersection with the Easterly Right of Way Line of Brandon Mill Road and being located at the Northeast Corner of aforesaid Lot 30, said rebar also being located at State Plane Coordinate (Georgia West Zone) of North: 1,436,214.28; East: 2,230,137.09; thence, leaving the said Point of Beginning and the said line of Seville Chase and running

1. South 30° 40' 36" West, 49.13 feet; thence,
2. North 04° 21' 54" East, 24.90 feet; thence,
3. North 28° 45' 36" East, 26.16 feet to a point on the aforesaid line of Seville Chase; thence, running with the said line of Seville Chase
4. 11.93 feet along the arc of a curve deflecting to the left and having a radius of 221.98 feet and a chord bearing and distance of South 62° 30' 06" East, 11.93 feet to the Point of Beginning, containing 427 square feet or 0.0098 of an acre of land, more or less.

The permanent easement granted hereunder shall be perpetual.

N/F
JULIA JACOBS
DB. 56710 PG. 332
TPID# 17008600010265

31

EXHIBIT "B"

N/F
LANCE R. MENDEL
DB. 57840 PG. 520
TPID# 17008600010273

TEMPORARY CONSTRUCTION
ACCESS EASEMENT
AREA: 396 Sq.Ft. or 0.0091 Ac.

20' SANITARY
SEWER EASEMENT
PB. 115 PG. 78
PB. 223 PG. 126

25' TRIBUTARY
EASEMENT
PB. 223 PG. 126

LOCATED IN
LAND LOT 86, 17TH DISTRICT,
CITY OF SANDY SPRINGS
FULTON COUNTY, GEORGIA
DATE: 10/26/2018 SHEET NO. 1
REVISED 10/29/2019

A= 15.01'
R= 221.98'
CH= S 59°01'27" E
15.01'

N 28°45'36" E
26.75'

N 28°45'36" E
26.16'

N 61°14'24" W
15.00'

N 04°21'54" E
24.90'

SEVILLE, UNIT ONE SECTION ONE
PB. 115 PG. 78
PB. 223 PG. 126

P.O.B. TEMP ESMT
1436219.79
2230126.51

A= 11.93'
R= 221.98'
CH= S 62°30'06" E
11.93'

P.O.C. TEMP ESMT
P.O.B. PERM ESMT
1436214.28
2230137.09

PERMANENT DRAINAGE
EASEMENT AREA:
427 Sq.Ft. or 0.0098 Ac.

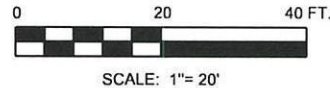
25' TRIBUTARY
EASEMENT
PB. 223 PG. 126

N/F
JOSHUA WHITNEY SUESS
& DEANN CAMPBELL
DB. 48439 PG. 437
TPID# 17008600010281

3

N/F
JASON & ALYSON MYERSON
DB. 49154 PG. 466
TPID# 17008600010313

29



PROJECT: LAT/LONG - 33°56'52.83"N/ 84°23'08.34"W



EASEMENT EXHIBIT
AS REQUIRED BY:
CITY OF SANDY SPRINGS

THROUGH THE PROPERTY OF:
LANCE R. MENDEL
TAX PARCEL # 17008600010273

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
www.TerraMark.com
(P) (770) 421-1927

AGREEMENT TO PURCHASE REAL ESTATE

PROJECT: SEVILLE CHASE STORMWATER

OWNER: LANCE R. MENDEL

TAX ID#: 17-0086-0001-027-3

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 86 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of **\$1,200.00**, the undersigned agrees to execute and deliver to the City of Sandy Springs, easements to the lands owned by the undersigned as reflected on the attached Exhibits "A" and "B".

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

427 Square Feet of Permanent Drainage Easement

396 Square Feet of Temporary Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

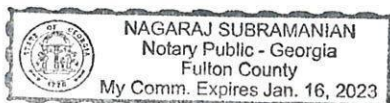
Witness my hand and seal this 2nd day of February, 2020.

Signed, Sealed and Delivered in
the in the presence of:

[Signature]
Witness

[Signature]
LANCE R. MENDEL

[Signature] (SEAL)
Notary Public



DOT 663-A-LG
Rev 08-01-2010

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT,
PERMANENT STORMWATER DRAINAGE EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT ON
PROPERTY LOCATED IN LAND LOT 86 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 of a Real Estate Agreement, Permanent Stormwater Drainage Easement and Temporary Construction Easement by the City of Sandy Springs for property located at 55 Seville Chase owned by Lance R. Mendel in Land Lot 86 of the 17th District, Fulton County, City of Sandy Springs, Georgia

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

To facilitate the construction of the Seville Chase Stormwater Project, the City approves the acceptance of the Real Estate Agreement, Permanent Drainage Easement and Temporary Construction Easement on property located in Land Lot 86 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 3rd day of March, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk
(Seal)

TEMPORARY CONSTRUCTION ACCESS EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS CONVEYANCE made and executed the 2nd day of February, 2020.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to construct the Seville Chase Stormwater Project

NOW, THEREFORE, for value received, the Undersigned does(do) hereby grant a Temporary Construction Easement to the City of Sandy Springs, GA, (the "City") the right to execute certain construction over and upon my(our) land abutting on and adjacent to the City right of way in such manner as the City may deem proper to support or accommodate the improvements of said project. The easement areas are shown on the attached plat labeled Exhibit "A". Any slopes will remain in place and the City will cease to maintain ~~the slopes~~ upon completion and final acceptance of the project by the City of Sandy Springs Public Works Department.

This easement becomes effective at the beginning of construction of the project and will expire upon the sooner of two (2) years from date of conveyance or completion and final acceptance of said project by the City of Sandy Springs Public Works Department.

I(we) hereby warrant that I(we) have the right to sell and/or convey said land and bind, myself (ourselves), my(our) heirs, executors and administrators forever and defend by virtue of these presents.

In Witnesseth whereof, I(we) have hereunto set our hands and seal the day above written.

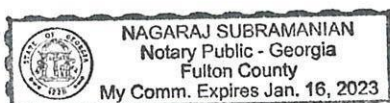
Signed, Sealed and Delivered this 2 day of Feb., 2020, in the presence of:

[Signature]
Witness

[Signature]
LANCE R. MENDEL

[Signature]
Notary Public

{NOTARY SEAL}



TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

Temporary Construction Access Easement

Being a strip or parcel of land running in, through, over and across the property now or formerly owned by Lance R. Mendel, as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 57840, Page 520, said strip or parcel also runs across Lot 30 of a Final Plat entitled, "Seville, Unit One, Section One", recorded among the said Land Records in Plat Book 115, Page 78, and said strip or parcel being as shown on an Easement Sketch prepared by TerraMark Land Surveying, Inc. and attached hereto, said strip or parcel lying and being in Land Lot 86, 17th District of Fulton County, Georgia and being more particularly described as follows:

Commencing for the same of the strip or parcel of land at a ½ inch rebar found on the South Right of Way Line of Seville Chase (an apparent variable width right of way), said rebar being located 253.28 feet southeast from the intersection with the Easterly Right of Way Line of Brandon Mill Road and being located at the Northeast Corner of aforesaid Lot 30, said rebar also being located at State Plane Coordinate (Georgia West Zone) of North: 1,436,214.28; East: 2,230,137.09; thence, leaving the said Point of Beginning and running with the said line of Seville Chase 11.93 feet along the arc of a curve deflecting to the right and having a radius of 221.98 feet and a chord bearing and distance of North 62° 30' 06" West, 11.93 feet to the Point of Beginning of said temporary access easement, being located at State Plane Coordinate (Georgia West Zone) of North: 1,436,219.79; East: 2,230,126.51; thence, leaving said line of Seville Chase

1. South 28° 45' 36" West, 26.16 feet; thence,
2. North 61° 14' 24" West, 15.00 feet; thence,
3. North 28° 45' 36" East, 26.75 feet to a point on the aforesaid line of Seville Chase; thence, running with the said line of Seville Chase
4. 15.01 feet along the arc of a curve deflecting to the left and having a radius of 221.98 feet and a chord bearing and distance of South 59° 01' 27" East, 15.01 feet to the Point of Beginning, containing 396 square feet or 0.0091 of an acre of land, more or less.

If applicable, any temporary easement(s) granted hereunder shall automatically terminate upon the completion of construction of improvements.

N/F
JULIA JACOBS
DB. 56710 PG. 332
TPID# 17008600010265

31

EXHIBIT "B"

N/F
LANCE R. MENDEL
DB. 57840 PG. 520
TPID# 17008600010273

TEMPORARY CONSTRUCTION
ACCESS EASEMENT
AREA: 396 Sq.Ft. or 0.0091 Ac.

20' SANITARY
SEWER EASEMENT
PB. 115 PG. 78
PB. 223 PG. 126

25' TRIBUTARY
EASEMENT
PB. 223 PG. 126

LOCATED IN
LAND LOT 86, 17TH DISTRICT,
CITY OF SANDY SPRINGS
FULTON COUNTY, GEORGIA
DATE: 10/26/2018 SHEET NO. 1
REVISED 10/29/2019

A= 15.01'
R= 221.98'
CH= S 59°01'27" E
15.01'

N 28°45'36" E
26.75'

N 28°45'36" E
26.16'

N 61°14'24" W
15.00'

N 04°21'54" E
24.90'

SEVILLE, UNIT ONE, SECTION ONE
PB. 115 PG. 78
PB. 223 PG. 126

P.O.B. TEMP ESMT
1436219.79
2230126.51

A= 11.93'
R= 221.98'
CH= S 62°30'06" E
11.93'

P.O.C. TEMP ESMT
P.O.B. PERM ESMT
1436214.28
2230137.09

PERMANENT DRAINAGE
EASEMENT AREA:
427 Sq.Ft. or 0.0098 Ac.

25' TRIBUTARY
EASEMENT
PB. 223 PG. 126

N/F
JOSHUA WHITNEY SUESS
& DEANN CAMPBELL
DB. 48439 PG. 437
TPID# 17008600010281

30

3

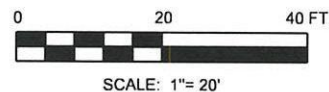
N/F
JASON & ALYSON MYERSON
DB. 49154 PG. 466
TPID# 17008600010313



(VARIABLE RIGHT OF WAY)

29

PROJECT: LAT/LONG - 33°56'52.83"N/ 84°23'08.34"W



EASEMENT EXHIBIT
AS REQUIRED BY:
CITY OF SANDY SPRINGS

THROUGH THE PROPERTY OF:
LANCE R. MENDEL
TAX PARCEL # 17008600010273

TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
www.TerraMark.com
(P) (770) 421-1927



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: William H. Martin Jr., AIA, Director of Public Works

DATE: February 24, 2020 Submission for the March 3, 2020 Meeting

ITEM: Acceptance of a Temporary Driveway Easement in Connection with the TS-105 Grogan's Ferry at Roswell Road Intersection Improvement Project

Recommendation:

Staff recommends that the Mayor and City Council accept a Temporary Driveway Easement on that tract or parcel of land lying and located in Land Lot 30 of the 17th District, Fulton County, Georgia. The property owner is KFM Investments, LLC, as shown on the attached exhibits, and is located at 7865 Roswell Road.

Background:

The acquisition of a Temporary Driveway Easement on two (2) driveways on the subject property is necessary in order to construct the TS-105 Project.

Discussion:

N/A

Financial Impact:

N/A

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. Executed DWE KFM Investments
4. RESOLUTION



0 0.07 0.14 0.21 mi

Date: 2/20/2020

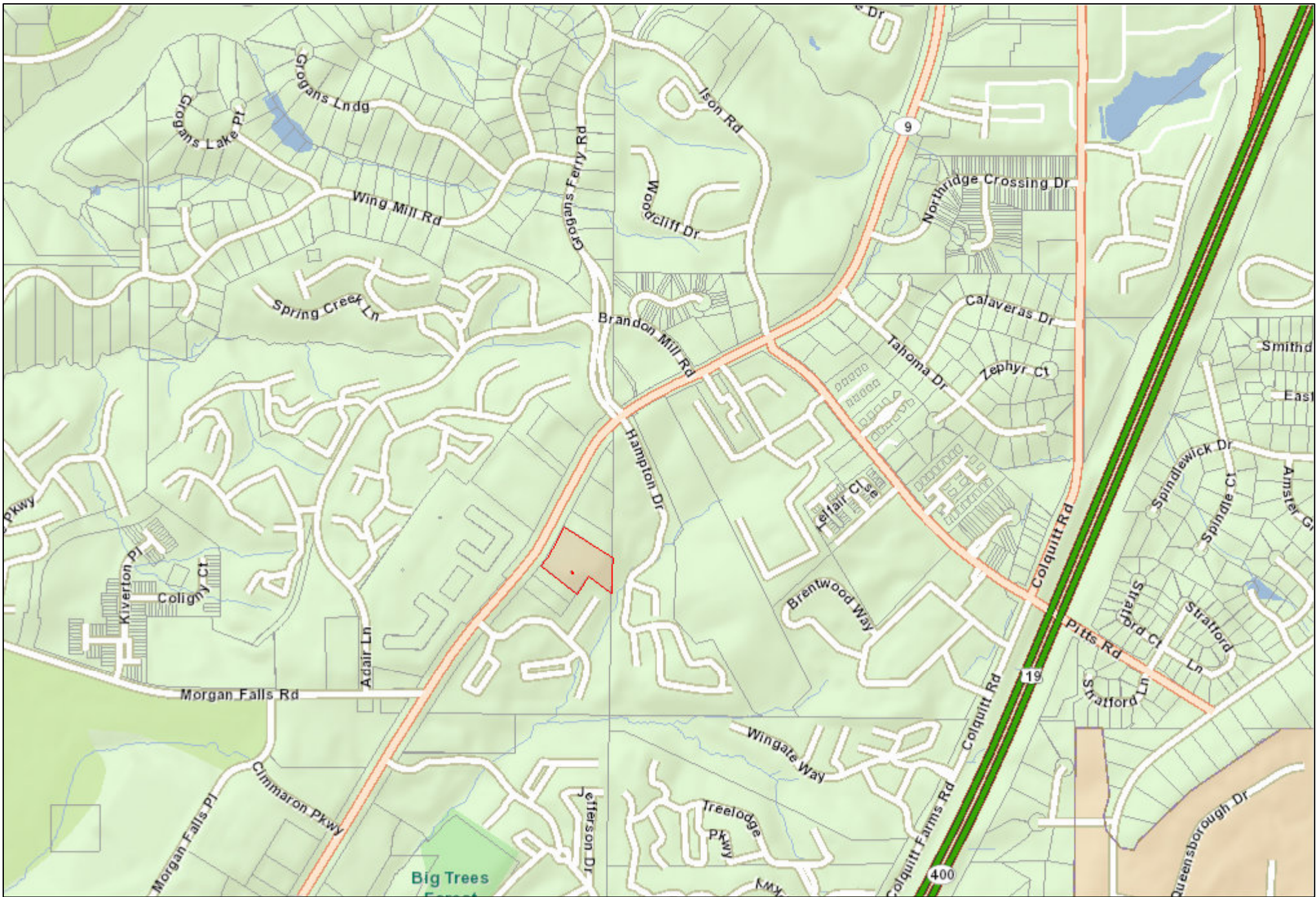
Map Size: 8.5x11 (LETTER)

KFM Investments, LLC/ 7865 Roswell Road

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses



Prepared By
GIS Section
Department of IT
Fulton County Government



KFM Investments, LLC/ 7865 Roswell Road

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Prepared By
GIS Section
Department of IT
Fulton County Government

Date: 2/20/2020

Map Size: 8.5x11 (LETTER)

TEMPORARY DRIVEWAY EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS CONVEYANCE made and executed the 20 day of January, 2020.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to construct a project known as the TS-105 Grogan's Ferry Road at Roswell Road Intersection Safety Improvements Project.

NOW, THEREFORE, for value received, the undersigned Grantor(s) does(do) hereby grant a Temporary Driveway Easement to the City of Sandy Springs, (the "City") for the right to execute certain construction over and upon my(our) land abutting on and adjacent to the City right of way in such a manner as said City may deem proper to support or accommodate the improvements of said project for the purposes of connecting (or reconnecting) Grantor's existing driveway(s) to the roadway in accordance with the plans attached hereto as Exhibit "A". At all times during construction, the City shall ensure that Grantor shall have reasonable access to the Grantor's property.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon the sooner of two (2) years from the date of conveyance or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department. the project upon completion and final acceptance of said project by the City of Sandy Springs Public Works Department.

I hereby warrant that I have the right to sell and convey said land and bind, myself, my heirs, executors and administrators forever and defend by virtue of these presents.

In Witnesseth whereof, I have hereunto set my hand and seal the day above written.

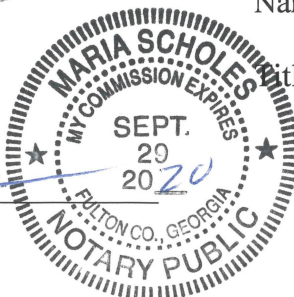
Signed, Sealed and Delivered this 20 day of January, 2020, in the presence of:

KFM INVESTMENTS, LLC, a Georgia limited liability company

[Signature]
Witness

By: [Signature] (L.S.)
Name: Vernon L. Krause

[Signature]
Notary Public



Title: Managing member

Exhibit A

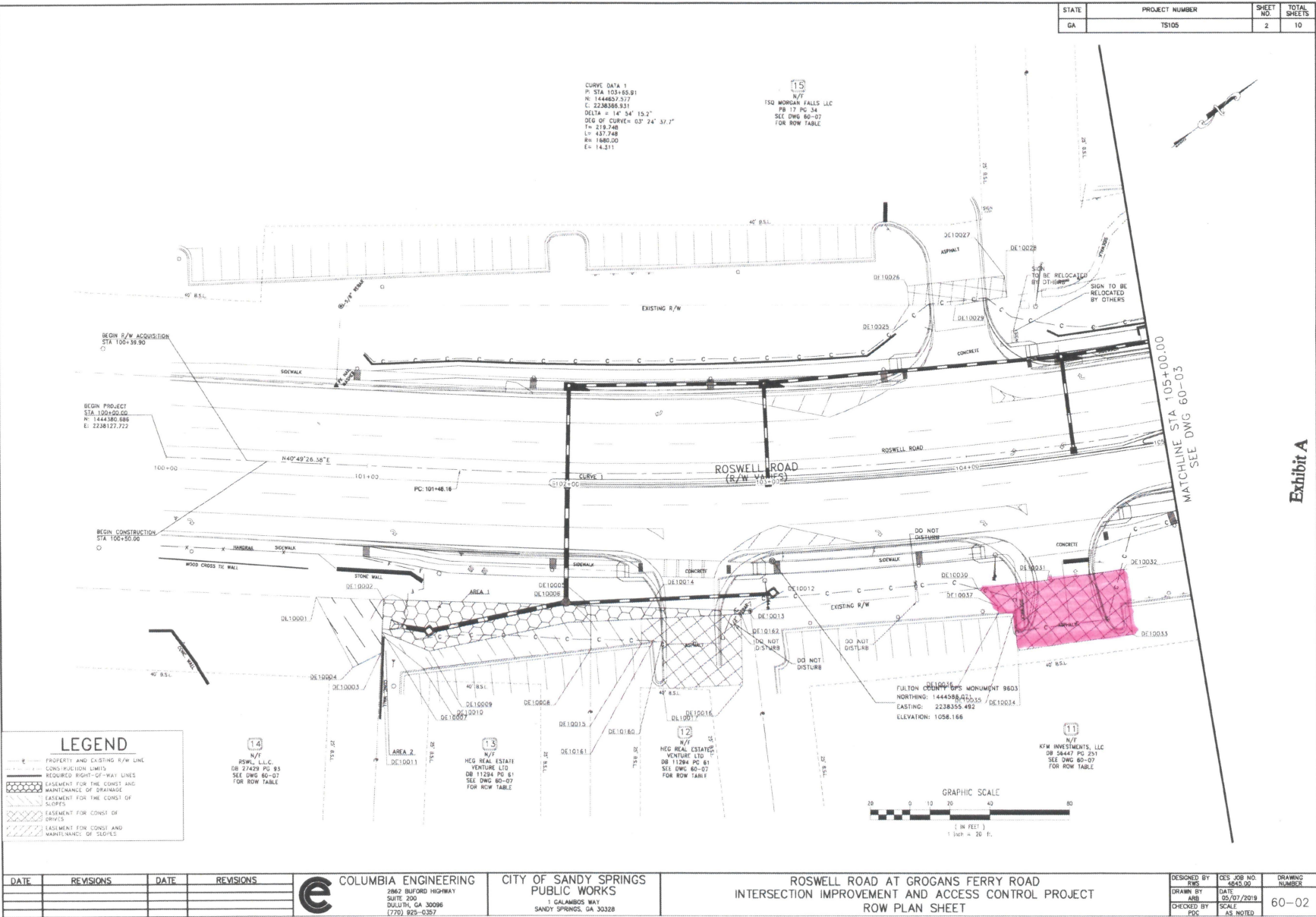
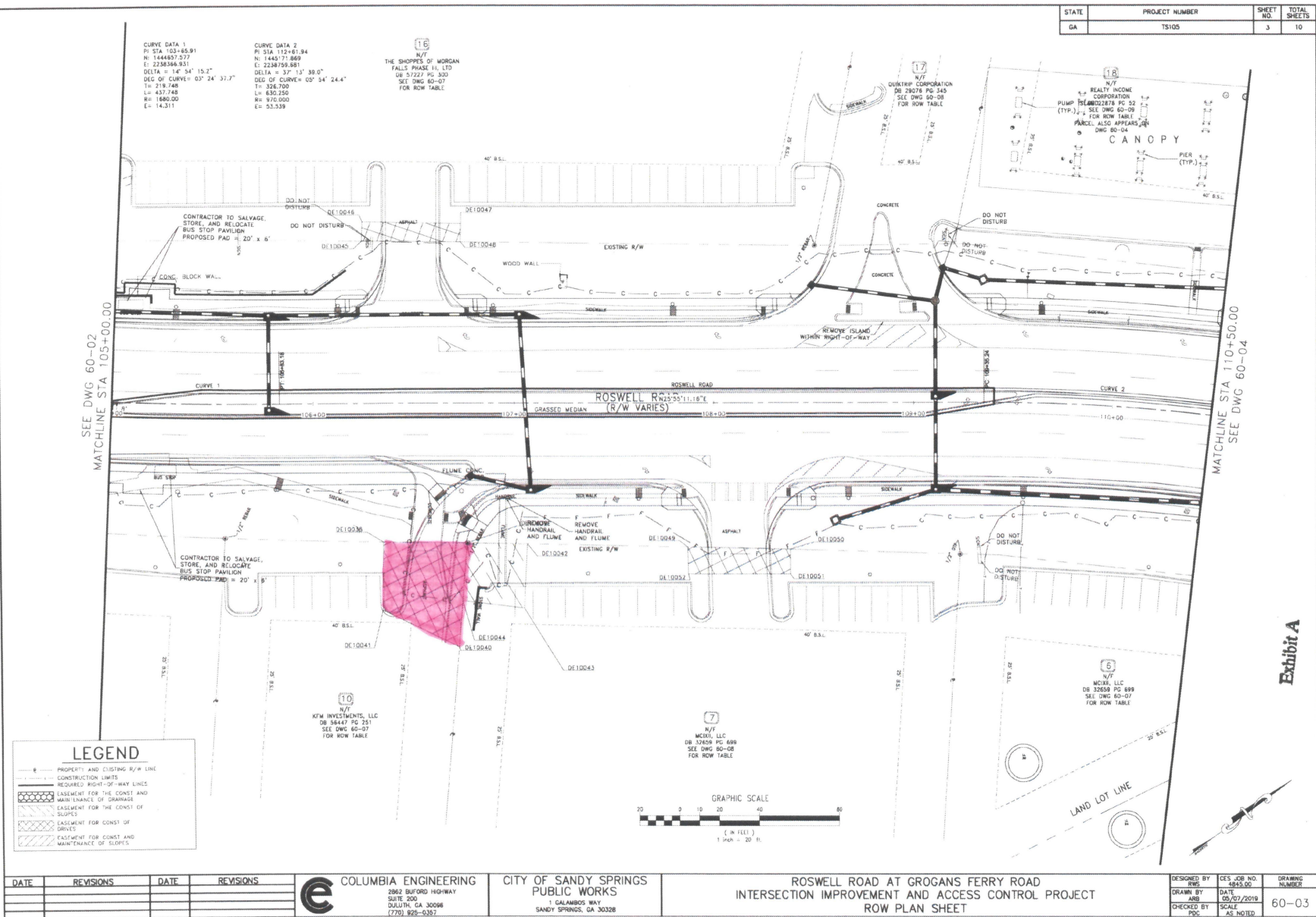


Exhibit A



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A TEMPORARY DRIVEWAY EASEMENT
ON PROPERTY LOCATED IN LAND LOT 30 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 Interim 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 of a Temporary Driveway Easement by the City of Sandy Springs for property located at 7865 Roswell Road from KFM Investments, LLC, in Land Lot 30 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

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

To facilitate the construction of the TS-105 Grogan's Ferry at Roswell Road Intersection Improvement Project on the subject properties, the City approves the acceptance of a Temporary Driveway Easement on property located in Land Lot 30 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 3rd day of March, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Allen Johnson, TSPLOST Program Manager

DATE: February 7, 2020 Submission for the March 3, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Real Estate in connection with the TS-105 Grogan's Ferry at Roswell Road Intersection Improvement Project

Recommendation:

Staff recommends that the Mayor and City Council accept and approve an Agreement to Purchase Real Estate on that tract or parcel of land lying and located in Land Lot 24 of the 17th District, Fulton County, Georgia. The property owner is RRE Sandy Springs Holdings, LLC and is shown on the attached exhibits and located at 7889 Roswell Road, Sandy Springs, Georgia.

Background:

The acquisition of 565.90 square feet of Fee Simple Right of Way, 4,040.33 square feet of Permanent Easement for the Construction and Maintenance of Traffic Signal Equipment and 8,507.69 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-105 Project.

Discussion:

N/A

Financial Impact:

The City has reached an amicable settlement with the property owner in the amount of \$265,000.00. The City's appraisal of fair market value is \$231,300.00, however, the owner submitted a counter offer to the City which indicated a higher cost to restore the entrance to the apartment community than what the City's appraisal indicated. The \$33,700.00 increase above the City's appraisal (15%) is considered reasonable and staff recommends acceptance and approval.

Alternatives:

N/A

Attachments:

1. Aerial Map

2. GIS Map
3. Executed Agreement. RRE
4. RRE Holdings Colored Plats
5. RESOLUTION



0 0.1 0.2 0.3 mi

Date: 2/11/2020

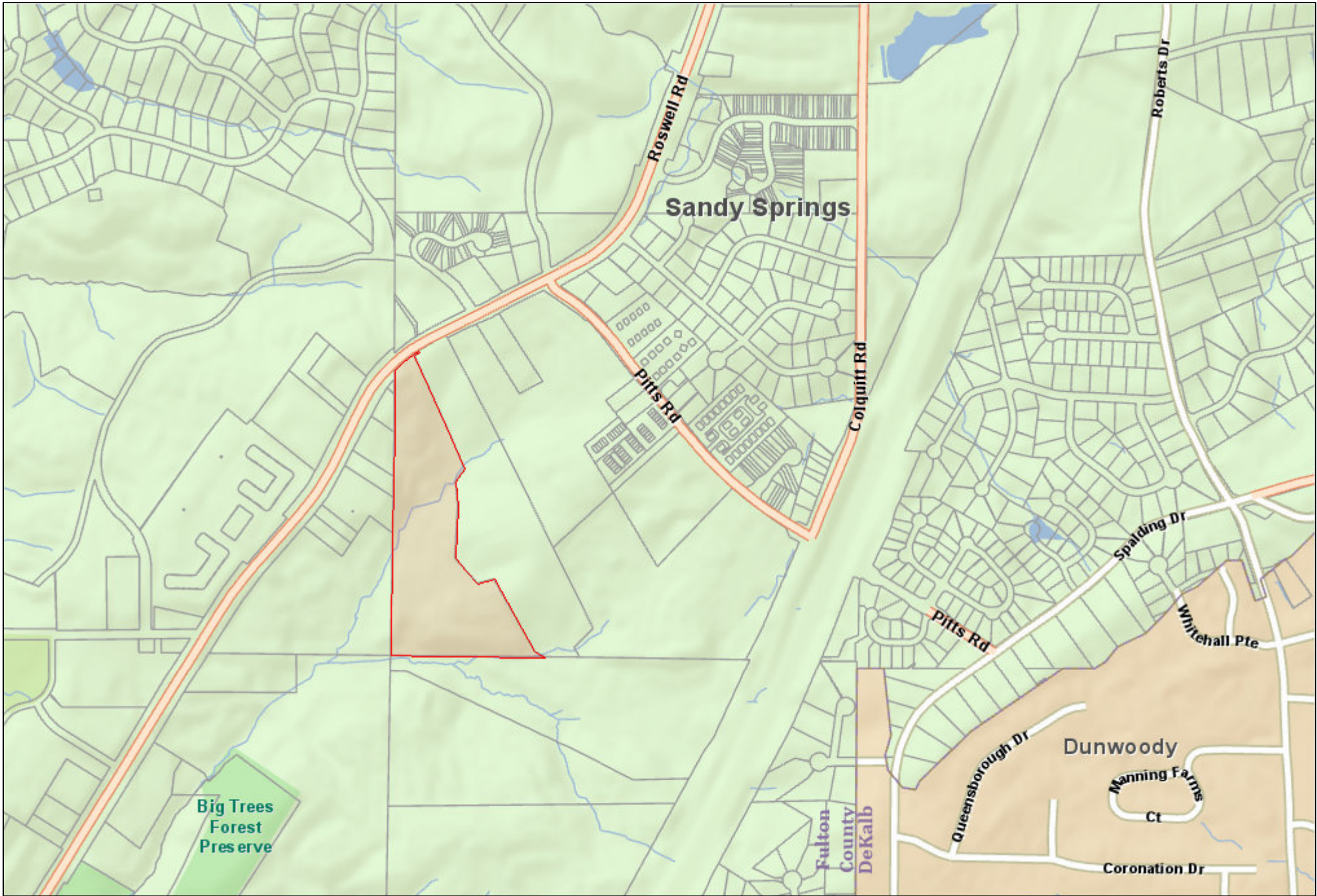
Map Size: 8.5x11 (LETTER)

RRE Sandy Springs Holdings, LLC

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses



Prepared By
GIS Section
Department of IT
Fulton County Government



0 0.1 0.2 0.3 mi

Date: 2/11/2020

Map Size: 8.5x11 (LETTER)

RRE Sandy Springs Holdings, LLC

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses



Prepared By
GIS Section
Department of IT
Fulton County Government

AGREEMENT TO PURCHASE REAL ESTATE

RRE Sandy Springs Holdings, LLC
c/o Mr. Edward Buckley, CAPS
US Residential
Edward Buckley ebuckley@usrgroup.com

RE: Project No.: TS-105
Project Name: Grogan's Ferry Road @ Roswell Road Intersection Improvements
Parcel No.: 5/5A RRE Sandy Springs Holdings, LLC (The Addison Apartments)

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs, GA, an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 24 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of ~~\$221,300.00~~ \$265,000.00 SW INIT., the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, a Limited Warranty Deed conveying all of the undersigned's right, title and interests in and to the lands owned by the undersigned as reflected on the attached Exhibit "A", together with easement rights as described in Exhibit "B" attached hereto.

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

565.90
4,040.33

Square Feet of Fee Simple Right of Way
Square Feet of Permanent Easement for the Construction and Maintenance of Traffic Signal Equipment
Square Feet of Temporary Easement for the Construction of Slopes
Temporary Driveway Easement(s)

SW 8,507.69 ~~217.42~~
1

- 3) All Temporary easements become effective at the beginning of construction of the above numbered project and will expire upon the sooner of two (2) years from the date of conveyance or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 4th day of February, 2020

Signed, Sealed and Delivered in the presence of:

RRE Sandy Springs Holdings, LLC

[Signature]
Witness

[Signature]
Notary Public

By: Shelle Weisbaum (SEAL)
Name: Shelle Weisbaum
Title: Senior Vice President

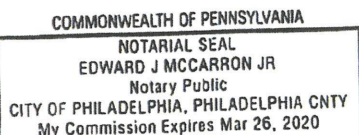


EXHIBIT "A"

LAND DESCRIPTION RRE SANDY SPRINGS HOLDINGS, LLC PIN: 17 0024 LL0841

REQUIRED RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 24, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE IRON PIN FOUND AT THE NORTH EAST CORNER OF PIN 17 0030 LL207, KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE NORTH 00°06'32" EAST ALONG THE EXISTING RIGHT OF WAY FOR A DISTANCE OF 32.56 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID POINT OF BEGINNING, THENCE NORTH 00°06'32" EAST FOR A DISTANCE OF 5.82 FEET, THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 1071.87 FEET AND AN ARC LENGTH OF 200.00, BEING SUBTENDED BY A CHORD OF NORTH 50°54'34" EAST FOR A DISTANCE OF 199.71 FEET ALONG THE EXISTING RIGHT OF WAY, THENCE SOUTH 20°39'30" EAST FOR A DISTANCE OF 3.93 FEET, THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2267.17 FEET AND AN ARC LENGTH OF 58.17, BEING SUBTENDED BY A CHORD OF SOUTH 56°32'34" WEST FOR A DISTANCE OF 58.17 FEET, THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 916.00 FEET AND AN ARC LENGTH OF 144.56, BEING SUBTENDED BY A CHORD OF SOUTH 48°19'55" WEST FOR A DISTANCE OF 144.41 FEET TO THE POINT OF BEGINNING.

SAID REQUIRED RIGHT OF WAY HAVING AN AREA OF 565.90 SQUARE FEET.

EXHIBIT "B"

**LAND DESCRIPTION
RRE SANDY SPRINGS HOLDINGS, LLC
PIN: 17 0030 LL207**

TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 30, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE IRON PIN FOUND AT THE SOUTH WEST CORNER OF PIN 17 0030 LL207, KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE NORTH 42°25'33" EAST FOR A DISTANCE OF 9.82 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID POINT OF BEGINNING, NORTH 42°25'33" EAST FOR A DISTANCE OF 39.06 FEET ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE SOUTH 00°06'32" WEST FOR A DISTANCE OF 15.79 FEET, THENCE SOUTH 51°00'33" WEST FOR A DISTANCE OF 2.65 FEET, THENCE SOUTH 64°56'56" WEST FOR A DISTANCE OF 26.88 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES HAVING AN AREA OF 217.42 SQUARE FEET.

LAND DESCRIPTION
RRE SANDY SPRINGS HOLDINGS, LLC
PIN: 17 0024 LL0841

TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 24, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE IRON PIN FOUND AT THE NORTH EAST CORNER OF PIN 17 0030 LL207, KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE NORTH 00°06'32" EAST ALONG THE EXISTING RIGHT OF WAY FOR A DISTANCE OF 32.56 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID POINT OF BEGINNING, ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 916.00 FEET AND AN ARC LENGTH OF 30.57, BEING SUBTENDED BY A CHORD OF NORTH 44°46'01" EAST FOR A DISTANCE OF 30.57 FEET, THENCE NORTH 80°41'12" EAST FOR A DISTANCE OF 28.30 FEET, THENCE SOUTH 72°49' 39" EAST FOR A DISTANCE OF 27.94 FEET, THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 876.00 FEET AND AN ARC LENGTH OF 71.06, BEING SUBTENDED BY A CHORD OF NORTH 50°26'17" EAST FOR A DISTANCE OF 71.04 FEET, THENCE NORTH 03°08'53" WEST FOR A DISTANCE OF 27.72 FEET, THENCE SOUTH 22°18'11" EAST FOR A DISTANCE OF 85.64 FEET, THENCE SOUTH 54°29'51" WEST FOR A DISTANCE OF 77.97 FEET, THENCE NORTH 56°17'29" WEST FOR A DISTANCE OF 52.41 FEET, THENCE SOUTH 51°22'51" WEST FOR A DISTANCE OF 70.29 FEET, THENCE NORTH 00°06'32" EAST FOR A DISTANCE OF 48.34 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES HAVING AN AREA OF 8290.27 SQUARE FEET.

LAND DESCRIPTION
RRE SANDY SPRINGS HOLDINGS, LLC
PIN: 17 0024 LL0841

TEMPORARY EASEMENT FOR THE CONSTRUCTION OF DRIVES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 24, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE IRON PIN FOUND AT THE NORTH EAST CORNER OF PIN 17 0030 LL207, KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE SOUTH 00°06'32" WEST ALONG THE EXISTING PROPERTY LINE FOR A DISTANCE OF 15.79 FEET, THENCE NORTH 51°22'51" EAST FOR A DISTANCE OF 70.29 FEET, THENCE SOUTH 56°17'29" EAST FOR A DISTANCE OF 52.41 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID POINT OF BEGINNING, THENCE NORTH 54°29'51" EAST FOR A DISTANCE OF 77.97 FEET, THENCE SOUTH 22°18'11" EAST FOR A DISTANCE OF 91.49 FEET, THENCE SOUTH 17°32'51" EAST FOR A DISTANCE OF 51.53 FEET, THENCE SOUTH 66°42'22" WEST FOR A DISTANCE OF 42.88 FEET, THENCE NORTH 31°19'44" WEST FOR A DISTANCE OF 39.06 FEET, THENCE NORTH 49°56'52" EAST FOR A DISTANCE OF 9.27 FEET, THENCE NORTH 42°09'09" WEST FOR A DISTANCE OF 21.22 FEET, THENCE SOUTH 48°14'32" WEST FOR A DISTANCE OF 9.62 FEET, THENCE NORTH 34°57'52" WEST FOR A DISTANCE OF 69.31 FEET TO THE POINT OF BEGINNING.

SAID REQUIRED TEMPORARY EASEMENT FOR THE CONSTRUCTION OF DRIVES HAVING AN AREA OF 7995.33 SQUARE FEET.

LAND DESCRIPTION
RRE SANDY SPRINGS HOLDINGS, LLC
PIN: 17 0024 LL0841

**PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF
SIGNAL DEVICES**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 24, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE IRON PIN FOUND AT THE NORTH EAST CORNER OF PIN 17 0030 LL207, KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE NORTH 00°06'32" EAST ALONG THE EXISTING RIGHT OF WAY FOR A DISTANCE OF 32.56 FEET, THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 916.00 FEET AND AN ARC LENGTH OF 30.57, BEING SUBTENDED BY A CHORD OF NORTH 44°46'01" WEST FOR A DISTANCE OF 30.57 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID POINT OF BEGINNING, ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 916.00 FEET AND AN ARC LENGTH OF 113.99, BEING SUBTENDED BY A CHORD OF NORTH 49°17'17" EAST FOR A DISTANCE OF 113.91 FEET, THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 2267.17 FEET AND AN ARC LENGTH OF 58.17, BEING SUBTENDED BY A CHORD OF NORTH 56°32'34" EAST FOR A DISTANCE OF 58.17 FEET, THENCE SOUTH 20°37'38" EAST FOR A DISTANCE OF 1.22 FEET, THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 1066.73 FEET AND AN ARC LENGTH OF 40.00, BEING SUBTENDED BY A CHORD OF SOUTH 55°05'16" WEST FOR A DISTANCE OF 40.00 FEET, THENCE SOUTH 22°18'11" EAST FOR A DISTANCE OF 14.15 FEET, THENCE SOUTH 03°08'53" EAST FOR A DISTANCE OF 27.72 FEET, THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 876.00 FEET AND AN ARC LENGTH OF 71.06, BEING SUBTENDED BY A CHORD OF SOUTH 50°26'17" WEST FOR A DISTANCE OF 71.04 FEET, THENCE NORTH 72°49'39" WEST FOR A DISTANCE OF 27.94 FEET, THENCE SOUTH 80°41'12" WEST FOR A DISTANCE OF 28.30 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SIGNAL DEVICES HAVING AN AREA OF 4040.33 SQUARE FEET.

EXHIBIT "C"

SPECIAL STIPULATIONS

1. As-Is Sale; Release.

(a) The City of Sandy Springs, GA ("The City") acknowledges (i) that The City has entered into this Agreement with the intention of making and relying on its own investigations, inspections and assessments and those, if any, of The City's own consultants and representatives with respect to the physical, environmental, economic and legal condition of the land to be conveyed to the City or with respect to which easement rights are to be granted to the City (collectively, the "Property"), and (ii) that The City is not relying and shall not rely upon any statements, representations or warranties of any kind made, or purported to be made, by RRE Sandy Springs Holdings, LLC ("Seller") or anyone acting or claiming to act on Seller's behalf. The City shall inspect the Property, be fully familiar with its condition and shall purchase the Property in its "AS IS" condition, "WITH ALL FAULTS," on the Closing Date.

(b) NEITHER SELLER NOR ANY REPRESENTATIVE OF SELLER HAS MADE, AND THE CITY HAS NOT RELIED AND SHALL NOT RELY (DIRECTLY OR INDIRECTLY) ON, ANY INFORMATION, PROMISE, REPRESENTATION OR WARRANTY CONCERNING OR REGARDING THE PROPERTY, EXPRESS OR IMPLIED, WHETHER MADE BY SELLER, ON SELLER'S BEHALF BY ANY SELLER REPRESENTATIVE OR OTHERWISE, INCLUDING AS TO THE PHYSICAL CONDITION OF THE PROPERTY, ENVIRONMENTAL CONDITIONS, SOIL CONDITIONS, LAND USE AND ZONING LAWS, REGULATIONS AND ORDERS, PUBLIC OR PRIVATE PERMITS OR APPROVALS, STRUCTURAL AND OTHER ENGINEERING CHARACTERISTICS, TRAFFIC PATTERNS, AND ANY OTHER INFORMATION PERTAINING TO THE PROPERTY.

(c) THE CITY REPRESENTS AND WARRANTS THAT (I) THE CITY HAS RELIED AND SHALL RELY SOLELY ON THE CITY'S OWN EXPERTISE AND THAT OF THE CITY'S CONSULTANTS IN PURCHASING THE PROPERTY, AND (B) HAS RELIED AND SHALL RELY SOLELY ON THE CITY'S OWN KNOWLEDGE OF THE PROPERTY BASED SOLELY ON THE CITY'S INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY, AND (C) ACKNOWLEDGES AND AGREES THAT THE CITY HAS NOT RELIED ON, AND SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY, ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY SELLER, ANY AFFILIATE, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE CITY ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS-IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY, WHETHER KNOWN OR UNKNOWN. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH IN THIS SECTION 1 ARE AN INTEGRAL PART OF THIS AGREEMENT AND WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE, AND

THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE CITY FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH IN THIS SECTION 1. THE CITY HAS FULLY REVIEWED THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH IN THIS SECTION 1 AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

(d) EFFECTIVE AS OF THE CLOSING, THE CITY AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CITY (EACH A "RELEASING PARTY") HEREBY WAIVES ITS RIGHT TO RECOVER FROM AND FULLY AND IRREVOCABLY RELEASES SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, REPRESENTATIVES, REAL ESTATE BROKERS (INCLUDING BROKER), AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS THAT THE CITY OR ANY SUCH OTHER RELEASING PARTY MAY NOW HAVE OR HEREAFTER ACQUIRE, DIRECT OR INDIRECT, AND WHETHER CONTINGENT, CONDITIONAL OR OTHERWISE, AGAINST ANY OF THE RELEASED PARTIES, AND EACH OF THEM, ARISING FROM OR RELATED TO (A) THE CONDITION, LATENT OR OTHERWISE, AND THE PRESENCE IN THE SOIL, AIR, STRUCTURES AND SURFACE AND SUBSURFACE WATERS OF MATERIALS OR SUBSTANCES THAT HAVE BEEN OR MAY IN THE FUTURE BE DETERMINED TO BE HAZARDOUS SUBSTANCES OR OTHERWISE TOXIC, HAZARDOUS, UNDESIRABLE OR SUBJECT TO REGULATION AND THAT MAY NEED TO BE SPECIALLY TREATED, HANDLED OR REMOVED FROM THE PROPERTY UNDER CURRENT OR FUTURE ENVIRONMENTAL LAWS. THIS RELEASE INCLUDES CLAIMS OF WHICH THE CITY OR ANY OTHER RELEASING PARTY IS NOW UNAWARE OR WHICH THE CITY OR ANY OTHER RELEASING PARTY DOES NOT SUSPECT TO EXIST WHICH, IF KNOWN BY THE CITY OR ANY OTHER RELEASING PARTY, WOULD MATERIALLY AFFECT THE RELEASE OF SELLER AND THE OTHER RELEASED PARTIES BY THE RELEASING PARTIES. IN THIS CONNECTION AND TO THE EXTENT PERMITTED BY LAW, THE CITY HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE CITY AND EACH OF THE OTHER RELEASING PARTIES REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO THE CITY OR ANY OTHER RELEASING PARTY MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND THE CITY FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND ARE REFLECTED IN THE PURCHASE PRICE, AND THAT EACH OF THE RELEASING PARTIES NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND EXCULPATE SELLER AND THE OTHER RELEASED PARTIES FROM ANY SUCH UNKNOWN CLAIMS.

(e) THE PROVISIONS OF THIS SECTION 1 SHALL SURVIVE THE CLOSING OR ANY EARLIER TERMINATION OF THIS AGREEMENT, AS APPLICABLE, WITHOUT ANY LIMITATION ON THE PERIOD OF SUCH SURVIVAL OF THIS SECTION 1. EACH PERSON BENEFITTING FROM THE PROVISIONS OF THIS SECTION 1 (INCLUDING ALL OF THE RELEASED PARTIES) ARE, AND ARE INTENDED TO BE, THIRD PARTY BENEFICIARIES OF THIS SECTION 1.

2. **Limited Warranty Deed.** The conveyance of the Property will be made by limited warranty deed, with a limited warranty of title subject to taxes not yet due and payable, matters of public record and matters that would be disclosed by a current, accurate survey of the Property.

3. **Closing.** The closing of the purchase and sale of the Property (the "Closing") shall be held at 10:00 am, Eastern Time, on the date that one hundred twenty (120) days after the date of Seller's execution and delivery of this Agreement to the City, or such earlier date as Seller and the City may agree upon (the "Closing Date"). The location of the Closing shall be in the City of Sandy Springs with an escrow agent selected by the City. The Closing shall be accomplished through escrow so that neither Seller nor the City need attend the Closing. At Closing, (i) Seller shall deliver to the City the conveyancing deed duly executed by Seller and witnessed and notarized in form required for recordation, and (ii) the City shall pay the purchase price for the Property as stated in this Agreement (\$265,000.00) by wire transfer of immediately available federal funds to an account and pursuant to wire instructions as provided by Seller to the escrow agent.

4. **Condition to Seller's Obligations.** Seller's obligations hereunder are conditioned upon Seller's obtaining the consent of all holders of mortgages and security deeds encumbering the Property to the conveyance contemplated hereby on terms reasonably acceptable to Seller. Notwithstanding anything in Section 3 above to the contrary, if such consent has not yet been received by the Closing Date, then the Closing Date shall be extended to a date agreed upon by the parties hereto within ten (10) days after the receipt of such consent.

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	TS105	9	10

5

N/F

FPA-HAMPTON-KAKAAGO, LLC
& FPA HAMPTON-BORDEAUX, LLC

SEE DWG NO. 60-04

Parcel 5 REQ'D DE305 **EASEMENT FOR CONSTR. OF SLOPES**

PNT	OFFSET/	STATION/	ALIGNMENT
DE10069	88.13 R	112+05.39	ROSWELL ROAD
DE10081	55.21 R	112+43.63	ROSWELL ROAD
ARC LENGTH = 30.57			
CHORD BEAR = N 44°46'01.3" E			
LNTH CHORD = 30.57			
RADIUS = 916.00			
DEGREE = 6°15'18.0"			
DE10089	55.04 R	112+76.04	ROSWELL ROAD
DE10088	70.82 R	113+01.16	ROSWELL ROAD
DE10087	94.82 R	113+16.82	ROSWELL ROAD
ARC LENGTH = 71.06			
CHORD BEAR = N 50°26'16.8" E			
LNTH CHORD = 71.04			
RADIUS = 876.00			
DEGREE = 6°32'26.2"			
DE10086	94.39 R	113+95.55	ROSWELL ROAD
DE10085	71.21 R	114+12.17	ROSWELL ROAD
DE10090	35.81 R	151+34.07	Hampton Drive
DE10091	42.12 L	151+36.19	Hampton Drive
DE10092	96.98 R	112+82.50	ROSWELL ROAD
DE10069	88.13 R	112+05.39	ROSWELL ROAD
REQD EASMT AREA = 8279.51 SF			

Parcel 5 REQ'D DRWY. EASMT. DE405

PNT	OFFSET/	STATION/	ALIGNMENT
DE10091	42.12 L	151+36.19	HAMPTON DRIVE
DE10090	35.81 R	151+34.07	HAMPTON DRIVE
DE10093	26.33 R	150+50.41	HAMPTON DRIVE
DE10094	21.17 R	149+99.14	HAMPTON DRIVE
DE10095	21.71 L	149+99.14	HAMPTON DRIVE
DE10096	27.21 L	150+37.84	HAMPTON DRIVE
DE10097	18.29 L	150+40.49	HAMPTON DRIVE
DE10098	25.15 L	150+60.57	HAMPTON DRIVE
DE10099	34.27 L	150+57.53	HAMPTON DRIVE
DE10091	42.12 L	151+36.19	HAMPTON DRIVE

19

CASCADE MORGAN FALLS, LLC

SEE DWG NO. 60-04 + 60-06

PARCEL 19 REQ'D EASMT FOR CONSTR. & MAINT. OF DRAINAGE DE19

PNT	OFFSET/	STATION/	ALIGNMENT
	DIST	BEARING	
DE10123	50.96 L	178+96.38	GROGAN'S FERRY RD
	118.59	N 31°30'51.6" W	
DE10124	127.28 L	179+81.85	GROGAN'S FERRY RD
	20.00	N 58°29'08.4" E	
DE10125	112.18 L	179+94.96	GROGAN'S FERRY RD
	93.90	S 31°30'51.6" E	
DE10126	50.64 L	179+24.32	GROGAN'S FERRY RD
	31.77	S 7°30'00.0" W	
DE10123	50.96 L	178+96.38	GROGAN'S FERRY RD
REQD EASMT = 2124.91 SF			
REQD EASMT = 0.049 ACRES			

PARCEL 19 REQ'D EASMT FOR CONSTR. OF SLOPES DE119

PNT	OFFSET/	STATION/	ALIGNMENT
DE10127	77.47 L	112+81.39	ROSWELL ROAD
DE10128	80.16 L	112+86.41	ROSWELL ROAD
DE10129	81.89 L	112+88.75	ROSWELL ROAD
DE10130	84.53 L	112+91.09	ROSWELL ROAD
DE10131	87.69 L	112+92.82	ROSWELL ROAD
DE10132	60.43 L	175+98.64	GROGAN'S FERRY RD
DE10133	59.75 L	176+04.53	GROGAN'S FERRY RD
DE10134	59.57 L	176+10.09	GROGAN'S FERRY RD
DE10135	59.95 L	176+15.21	GROGAN'S FERRY RD
DE10136	55.17 L	176+15.50	GROGAN'S FERRY RD
DE10137	55.25 L	176+16.89	GROGAN'S FERRY RD
DE10138	60.47 L	176+16.67	GROGAN'S FERRY RD
DE10139	63.32 L	176+65.41	GROGAN'S FERRY RD
DE10140	65.84 L	177+07.64	GROGAN'S FERRY RD
DE10141	65.42 L	177+44.40	GROGAN'S FERRY RD
DE10142	60.84 L	177+68.10	GROGAN'S FERRY RD
ARC LENGTH = 146.49			
CHORD BEAR = S 27°21'45.6" E			
LNTH CHORD = 145.21			
RADIUS = 319.49			
DEGREE = 17°56'00.6"			
DE10170	54.40 L	176+41.97	GROGAN'S FERRY RD
DE10143	52.43 L	176+17.01	GROGAN'S FERRY RD
DE10171	52.09 L	175+97.54	GROGAN'S FERRY RD
ARC LENGTH = 21.64			
CHORD BEAR = S 27°58'18.7" E			
LNTH CHORD = 21.47			
RADIUS = 49.50			
DEGREE = 115°44'56.6"			
DE10172	77.64 L	112+98.49	ROSWELL ROAD
ARC LENGTH = 18.47			
CHORD BEAR = S 46°20'25.0" W			
LNTH CHORD = 18.47			
RADIUS = 1031.43			
DEGREE = 5°33'18.0"			
DE10127	77.47 L	112+81.39	ROSWELL ROAD
REQD EASMT AREA = 1302.85 SF			

20

N/F

CASCADE MORGAN FALLS, LLC

SEE DWG NO. 60-04

PARCEL 20 REQ'D EASMT FOR CONSTR. & MAINT. OF DRAINAGE DE20

PNT	OFFSET/	STATION/	ALIGNMENT
	DIST	BEARING	
DE10152	81.33 L	114+75.18	ROSWELL ROAD
	42.39	N 25°31'46.8" W	
DE10153	123.44 L	114+79.54	ROSWELL ROAD
	20.31	N 64°55'02.3" E	
DE10154	121.21 L	114+97.47	ROSWELL ROAD
	39.79	S 25°04'57.7" E	
DE10155	81.62 L	114+93.77	ROSWELL ROAD
ARC LENGTH = 20.15			
CHORD BEAR = S 57°31'46.1" W			
LNTH CHORD = 20.15			
RADIUS = 960.15			
DEGREE = 5°58'02.6"			
DE10152	81.33 L	114+75.18	ROSWELL ROAD
REQD EASMT = 827.25 SF			
REQD EASMT = 0.019 ACRES			

PARCEL 20 REQ'D EASMT FOR CONSTR. OF SLOPES DE120

PNT	OFFSET/	STATION/	ALIGNMENT
DE10174	79.66 L	113+95.36	ROSWELL ROAD
ARC LENGTH = 29.28			
CHORD BEAR = N 50°24'05.5" W			
LNTH CHORD = 28.85			
RADIUS = 49.50			
DEGREE = 115°44'56.6"			
DE10175	42.90 R	176+06.57	GROGAN'S FERRY RD
ARC LENGTH = 6.26			
CHORD BEAR = N 33°01'52.7" W			
LNTH CHORD = 6.26			
RADIUS = 419.50			
DEGREE = 13°39'29.2"			
DE10180	43.61 R	176+13.48	GROGAN'S FERRY RD
DE10181	45.24 R	176+12.55	GROGAN'S FERRY RD
DE10182	43.97 R	176+03.47	GROGAN'S FERRY RD
ARC LENGTH = 22.87			
CHORD BEAR = S 57°20'06.0" E			
LNTH CHORD = 21.58			
RADIUS = 19.48			
DEGREE = 294°05'58.3"			
DE10183	50.41 R	175+82.88	GROGAN'S FERRY RD
ARC LENGTH = 26.52			
CHORD BEAR = N 63°00'00.5" E			
LNTH CHORD = 26.50			
RADIUS = 166.20			
DEGREE = 34°28'23.4"			
DE10184	80.28 L	114+21.34	ROSWELL ROAD
ARC LENGTH = 28.13			
CHORD BEAR = S 52°36'28.5" W			
LNTH CHORD = 28.13			
RADIUS = 960.15			
DEGREE = 5°58'02.6"			
DE10174	79.66 L	113+95.36	ROSWELL ROAD
REQD EASMT AREA = 107.30 SF			

22

N/F

SUGAROAK ROSWELL NORTH LLC

SEE DWG NO. 60-04

PARCEL 22 REQ'D EASMT FOR CONSTR. OF SLOPES DE22

PNT	OFFSET/	STATION/	ALIGNMENT
DE10156	81.54 L	115+35.02	ROSWELL ROAD
DE10157	102.77 L	115+44.74	ROSWELL ROAD
DE10158	108.04 L	116+31.53	ROSWELL ROAD
DE10159	83.24 L	116+56.57	ROSWELL ROAD
DE10156	81.54 L	115+35.02	ROSWELL ROAD
REQD EASMT AREA = 2495.59 SF			

DATE	REVISIONS	DATE	REVISIONS



COLUMBIA ENGINEERING
2862 BUFORD HIGHWAY
SUITE 200
DULUTH, GA 30096
(770) 925-0357

CITY OF SANDY SPRINGS
PUBLIC WORKS
7840 ROSWELL ROAD, BUILDING 500
SANDY SPRINGS, GEORGIA 30350

ROSWELL ROAD AT GROGANS FERRY ROAD
INTERSECTION IMPROVEMENT AND ACCESS CONTROL PROJECT
RIGHT OF WAY & EASMENT TABLE

DESIGNED BY RWS	CES JOB NO. 4845.00	DRAWING NUMBER
DRAWN BY MBT	DATE 08/14/2018	60-09
CHECKED BY PDC	SCALE AS NOTED	

7
N/F
MCIXII, LLC
SEE DWG NO. 60-03

PNT	OFFSET/	STATION/	ALIGNMENT
DE10039	70.58 R	106+76.43	ROSWELL ROAD
DE10042	71.20 R	107+06.36	ROSWELL ROAD
DE10043	103.28 R	107+04.69	ROSWELL ROAD
DE10044	99.55 R	106+74.05	ROSWELL ROAD
DE10039	70.58 R	106+76.43	ROSWELL ROAD
REQD EASMT AREA = 928.84 SF			

PNT	OFFSET/	STATION/	ALIGNMENT
DE10049	72.85 R	107+86.53	ROSWELL ROAD
DE10050	74.06 R	108+37.92	ROSWELL ROAD
DE10051	86.40 R	108+37.96	ROSWELL ROAD
DE10052	86.40 R	107+86.92	ROSWELL ROAD
DE10049	72.85 R	107+86.53	ROSWELL ROAD

6
N/F
MCIXII, LLC
SEE DWG NO. 60-04

PNT	OFFSET/	STATION/	ALIGNMENT
DE10063	80.37 R	110+89.44	ROSWELL ROAD
DE10064	75.33 R	111+53.67	ROSWELL ROAD
DE10065	95.99 R	111+50.98	ROSWELL ROAD
DE10066	89.21 R	110+89.94	ROSWELL ROAD
DE10063	80.37 R	110+89.44	ROSWELL ROAD

Parcel 5A REQ'D EASM'T FOR
CONSTR. OF SLOPES DE5

PNT	OFFSET/	STATION/	ALIGNMENT
DE10067	75.18 R	111+70.16	ROSWELL ROAD
DE10068	76.12 R	112+12.52	ROSWELL ROAD
DE10069	86.71 R	111+99.74	ROSWELL ROAD
DE10070	86.27 R	111+96.87	ROSWELL ROAD
DE10067	75.18 R	111+70.16	ROSWELL ROAD

5
N/F
FPA-HAMPTON-KAKAAGO, LLC
& FPA HAMPTON-BORDEAUX,
LLC
SEE DWG NO. 60-04

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10081	54.00	R	112+38.13	ROSWELL ROAD
	5.82	N 0°06'31.8" E		
DE10071	49.97	R	112+42.57	ROSWELL ROAD
ARC LENGTH = 200.00				
CHORD BEAR = N 50°54'34.8" E				
LNTH CHORD = 199.71				
RADIUS = 1071.87				
DEGREE = 5°20'43.5"				
DE10078	52.07	R	114+53.77	ROSWELL ROAD
	3.93	S 20°39'30.4" E		
DE10079	55.90	R	114+52.85	ROSWELL ROAD
ARC LENGTH = 58.17				
CHORD BEAR = S 56°32'34.5" W				
LNTH CHORD = 58.17				
RADIUS = 2267.17				
DEGREE = 2°31'37.9"				
DE10080	54.00	R	113+91.21	ROSWELL ROAD
ARC LENGTH = 144.56				
CHORD BEAR = S 48°19'55.0" W				
LNTH CHORD = 144.41				
RADIUS = 916.00				
DEGREE = 6°15'18.0"				
DE10081	54.00	R	112+38.13	ROSWELL ROAD
REQD R/W = 565.90 SF				
REQD R/W = 0.013 ACRES				
REMAINDER = +/- 20 ACRES				

5
N/F
FPA-HAMPTON-KAKAAKO, LLC
& FPA HAMPTON-BORDEAUX,
LLC
SEE DWG NO. 60-04

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10089	54.00 R	112+70.50	ROSWELL ROAD
ARC LENGTH = 113.99			
CHORD BEAR = N 49°17'16.8" E			
LNTH CHORD = 113.91			
RADIUS = 916.00			
DEGREE = 6°15'18.0"			
DE10080	54.00 R	113+91.21	ROSWELL ROAD
ARC LENGTH = 58.17			
CHORD BEAR = N 56°32'34.5" E			
LNTH CHORD = 58.17			
RADIUS = 2267.17			
DEGREE = 2°31'37.9"			
DE10079	55.90 R	114+52.85	ROSWELL ROAD
1.21 S 20°37'38.0" E			
DE10082	57.08 R	114+52.56	ROSWELL ROAD
ARC LENGTH = 40.00			
CHORD BEAR = S 55°05'16.0" W			
LNTH CHORD = 40.00			
RADIUS = 1066.73			
DEGREE = 5°22'16.2"			
DE10084	57.17 R	114+10.05	ROSWELL ROAD
14.15 S 22°18'11.0" E			
DE10085	70.91 R	114+06.43	ROSWELL ROAD
27.72 S 3°08'52.9" E			
DE10086	94.00 R	113+89.67	ROSWELL ROAD
ARC LENGTH = 71.06			
CHORD BEAR = S 50°26'16.8" W			
LNTH CHORD = 71.04			
RADIUS = 876.00			
DEGREE = 6°32'26.2"			
DE10087	94.00 R	113+10.98	ROSWELL ROAD
27.94 N 72°49'38.6" W			
DE10088	69.92 R	112+95.50	ROSWELL ROAD
28.30 S 80°41'12.1" W			
DE10089	54.00 R	112+70.50	ROSWELL ROAD
REQD EASMT = 4040.33 SF			
REQD EASMT = 0.093 ACRES			

©

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE REAL ESTATE
ON PROPERTY LOCATED IN LAND LOT 24 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 of an Agreement to Purchase Real Estate by the City of Sandy Springs for property located at 7889 Roswell Road from RRE Sandy Springs Holdings, LLC, in Land Lot 24 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

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

To facilitate the construction of the TS-105 Grogan's Ferry at Roswell Road Intersection Improvement Project on the subject properties, the City approves the acceptance of an Agreement to Purchase Real Estate on property located in Land Lot 24 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 3rd day of March, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Wesley Waters, CIP Unit Manager

DATE: February 21, 2020 Submission for the March 3, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of the Transmission Relocation Agreement for temporary fencing with Georgia Power Company for the Mt. Vernon Highway Multipurpose Path Project (T-0062-2)

Recommendation:

Staff recommends that the Mayor and Council approve the Fencing Agreement with the Georgia Power Company (GPC) for construction activities and oversight by Georgia Power in support of the Mt. Vernon Multipurpose Path Project, pending approval by the City of Sandy Springs Legal and Finance Departments.

Background:

The project will include a 10-foot wide concrete path, providing pedestrian access from Mt. Vernon Highway to Hilderbrand Road, and aesthetic enhancements on three sides of the substation. The aesthetic enhancements include the construction of a new fence with brick columns. In order to construct the new fence, the existing fence on three sides needs to be temporarily relocated.

This agreement is for GPC to install the temporary fence, remove the existing fence, and repair the existing grounding grid as needed. The agreement also provides for the required GPC inspection oversight of the City's construction contractor's work.

Discussion:

The temporary fencing work and GPC project oversight is necessary in order to move forward with construction.

The total “**Relocation Fee**” outlined within the agreement for the Project is **\$169,491**.

Financial Impact:

There are adequate funds available for this project.

Alternatives:

There are no alternatives.

Attachments:

1. Sandy Springs Trans Relocation Agt SHORT FORM rev 1 2020-02-24
2. Resoulution for GPC Transmission Relocation Agreement for temporary fencing
3. GPC Path Mt. Vernon Temp Fence Exhibit

Transmission Relocation Agreement between Georgia Power Company and City of Sandy Springs

GPC Teams No. 1601732

Georgia Power Company ("GPC") and Sandy Springs, GA ("Customer") (the "Parties") acknowledge and agree:

1. Customer Request. Customer is developing real property located at **Mt Vernon Road west of Roswell Road, Sandy Springs, GA**, Georgia (the "**Site**"). A portion of the **Sandy Springs 230/25 kV substation** owned by GPC and used in transmission of electric power (the "**Existing Facility**") also is located at the Site. At Customer's request and based on information provided by Customer, the Parties agree that GPC will modify the Existing Facility as described below (the "**Project**").

2. Scope and Details. The Project includes:

GPC will provide an inspector during new fence construction performed by a contractor for the City of Sandy Springs. Once the new fence is built, GPC to install new grounding connections to fence, repair ground grid as needed, and remove existing fence. Barge Drawing, Mt Vernon Substation Screening, Rev 2, dated 7/19/2018. Also, future maintenance is included in this cost.

GPC's facilities as modified by the Project constitute the "**New Facility.**" **Appendix 1** depicts the approximate, mutually agreed location of the New Facility. **The Project requires no right-of-way modification, additional or revised easement, or access to premises not belonging to Customer.** If another utility's facilities are co-located on the portion of the Existing Facility slated for removal, GPC cannot complete the Project until after the other utility removes its facilities, which is not within GPC's control. Customer must coordinate removal with the other utility and advise GPC upon removal completion. GPC will then complete the Project by removing the subject Existing Facilities.

3. Relocation Fee. The total "**Relocation Fee**" for the Project is **\$169,491**, subject to any adjustment under "**Project Changes**" (Section 8). Upon invoice from GPC, Customer will pay to GPC, by certified or cashier's check, the Relocation Fee, which includes payment for all GPC costs for taxable capital expenditures and all appropriate costs for time value of money. This Relocation Fee is valid for 90 days from the date submitted and will be void if GPC and Customer have not executed this Agreement within 90 days. After GPC completes the Project and records all actual Project costs (approximately eight months after physical work completion), GPC will reconcile actual Project cost with the Relocation Fee paid and will: (a) refund any amount paid in excess of the actual cost; or (b) notify Customer in writing that no refund is due. GPC will pay any refund to the entity that paid the Relocation Fee, per Form W-9 attached or incorporated by reference as **Appendix 2**.

4. Access and Disclosure. Customer has express authority from all fee owners of the Site, as well as any other person or entity with rights in the Site whose consent is necessary, to enter into this Agreement and to authorize GPC to complete the Project. If Customer is not the Site's sole owner, each reference to "Customer" means "Customer, on its own behalf, and on behalf of all fee owners of the Site and all other persons or entities with rights in the Site." Customer grants to GPC a non-exclusive license to enter the Site for all activity incidental to the Project or to owning, operating, or maintaining the Existing Facility, the New Facility, or related easements (collectively, "**GPC Facilities**"). Customer has disclosed to GPC all known environmental site assessments, geotechnical reports, or other material information regarding condition of the Site that is relevant to the Project or the New Facility, including any condition of the type described as an "Unforeseen Condition" in Section 8 (A) ("**Suspension and Change Events**").

5. Permits and Project Activity. Unless the Parties agree otherwise in writing, Customer must obtain and pay for each permit or regulatory approval necessary for the Project; GPC will cooperate with Customer as reasonably necessary to procure these permits or approvals. Subject to the terms and conditions of this Agreement, GPC will perform all work necessary to complete the Project after Customer fulfills all "**Conditions Precedent**" (i.e., payment of the Relocation Fee, procurement of all permits and approvals, and no default under any Agreement provision). Project performance will depend on a range of seasonal, technical, or public considerations, including line outage restrictions, equipment or material availability or delivery, labor availability, or emergencies; any estimated Project schedule is subject to this provision. GPC, in its sole discretion, will determine the time, date, and method of the GPC Project work, as well as any safety, security, technical, or operational issue. Customer will cooperate regarding all Project activities and will take no action adverse to the Project, GPC Facilities, or other GPC property.

6. Relationship of Parties. GPC, an authorized electric utility provider, enters into this Agreement in its capacity as owner of the Existing Facility and as a regulated electric utility. GPC is not a services contractor,

agent, partner, joint venturer, or representative of Customer. GPC may perform the Project with its own personnel or with independent contractors. This Agreement creates no contractual relationship with, or cause of action for, any third party and no GPC affiliate is liable under this Agreement.

7. Publicity and Confidentiality. Customer will neither make a public statement nor issue a press release concerning the Project unless pre-approved in writing by GPC. Except as compelled by law, Customer will keep this Agreement, and all written or oral communications regarding the Project, confidential and will not disclose confidential information to another electric utility provider or contractor, GPC competitor or customer, or anyone other than those persons who have a need to know for purposes of evaluating, approving, or administering this Agreement on behalf of Customer or any financial or regulatory entity involved with the Project.

8. Project Changes. The Relocation Fee stated in Section 3 ("*Relocation Fee*") is for the Project scope described in Section 2 ("*Scope and Details*"), with no allowance for an Unforeseen Condition. A change in scope (whether by addition, modification, or deletion) is not effective unless documented in advance in a written change order signed by both Parties and detailing the change in the scope and, if applicable, the Relocation Fee. If a change order increases the Relocation Fee, Customer will pay the additional amount upon invoice.

A. Suspension and Change Events. An "**Unforeseen Condition**" is: (i) an unforeseen, concealed, or unknown condition at the Site that: (a) materially impacts the Project; (b) was not known to GPC before the Effective Date; (c) differs materially from conditions ordinarily found to exist (e.g., subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifacts, burial grounds, threatened or endangered species, hazardous substance, etc.); and (d) did not result from GPC's fault or negligence; (ii) an economic or market condition change materially affecting Project cost; or (iii) a force majeure-type excusable delay event (foreseeable or not) beyond GPC's control. GPC may stop work on all or part of the Project (a "**Suspension**") if: (I) GPC encounters a hazardous, unsafe, or Unforeseen Condition at the Site; (II) Customer fails to timely pay any amount due per this Agreement; (III) Customer fails to comply with a material Agreement requirement; (IV) Customer interferes with operation of GPC Facilities or with GPC's Project activity; or (V) GPC determines that additional easement or other property rights are necessary. A "**Change Event**" occurs if: (aa) all Conditions Precedent are not fulfilled by **July 1, 2020**; or (bb) the Project is suspended or delayed, or Project cost is materially affected, due to: (X) an Unforeseen Condition; (Y) a Suspension; or (Z) any other reason for which GPC is not responsible.

B. Change Event Resolution. If a Change Event occurs, GPC, at its discretion, may stop work and the Relocation Fee is subject to change. If Customer can cure or resolve the Change Event, Customer (at Customer's option and expense) may address the Change Event to GPC's satisfaction and GPC will then resume work. Otherwise, if Customer wishes the Project to continue, the Parties will negotiate a change order. If no scope change is otherwise necessary, GPC, at its option, may update the existing scope cost estimate to reflect any increase resulting from the Change Event; if the revised estimate exceeds the Relocation Fee previously paid, GPC will not resume work until the Parties execute an appropriate change order and Customer fulfills all change order obligations, including payment.

9. Ownership. GPC will remain the sole owner and operator of all GPC Facilities, including all materials and equipment purchased for or used in the Project. GPC will operate the GPC Facilities for its sole benefit, as authorized by regulatory authorities. All documents or drawings regarding GPC Facilities furnished to Customer in connection with the Project also remain GPC property. **GPC makes no representation, covenant, or warranty of any kind (including warranty of merchantability or fitness for a particular purpose) regarding the Project, Site electric service, GPC Facilities, GPC's electrical system, or any GPC activity under this Agreement.**

10. Term and Termination. This Agreement will terminate 30 days after GPC provides notice and completes its obligations under "*Relocation Fee*" (Section 3). If Customer cannot, or elects not to, complete the Project, if Customer breaches a material Agreement obligation and does not cure after written notice, or if the Parties otherwise agree to terminate this Agreement before Project completion, the Parties will cooperate in Project termination. GPC will then calculate the total Project cost, including: (a) actual Project cost to date of termination; (b) value of any materials or components purchased by GPC solely for the Project that GPC cannot use for another purpose; (c) expense, if any, to return to use of the Existing Facility or to complete and operate the GPC Facilities; and (d) demobilization costs. If the Relocation Fee previously paid exceeds the total Project cost, GPC will issue a refund per "*Relocation Fee*."

11. Indemnity. To the extent allowed by law, customer will indemnify, release, and defend (if requested by GPC) GPC from or against any claim, demand, loss, damage, expense (including actual attorneys' fees reasonably incurred, investigation costs, expert or consultant fees or expenses, or court costs), liability, judgment, penalty, fine, proceeding, inquiry, or action of any kind (based on tort, breach of contract, strict

liability, equity, or otherwise) for bodily injury, injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, intellectual property infringement, equitable relief, or enforcement of this Agreement (collectively, a **"Claim"**) caused by, arising out of, or related to an act or omission of Customer or associated with the Project or this Agreement, whether caused by or arising out of the joint, concurrent, or contributory negligence of GPC, except that Customer is not liable if a Claim was caused by GPC's sole negligence, or to the extent caused by the reckless, willful, wanton, or intentional act of GPC. Customer's indemnity obligations expressly include a Claim involving: (a) willful misconduct, reckless or negligent act or omission, or criminal act; (b) damage to GPC Facilities or property; (c) a defect, condition, event, or omission on or at the Site; (d) presence or suspected presence of a hazardous or unsafe condition or Unforeseen Condition at the Site; (e) breach of this Agreement or noncompliance (by act or omission) with law; or (f) misrepresentation or fraud.

12. Remedies. Remedies available to GPC in this Agreement do not limit other rights or remedies available by law, equity, or contract. **Each Party waives its right to indirect or consequential damages (including punitive damages or loss of revenue, profit, capital costs, or business reputation) in connection with the Project or this Agreement, or arising from damage, hindrance, or delay involving the Project, whether or not reasonable, foreseeable, contemplated, or avoidable.**

13. Agreement Interpretation; Modification. Georgia law governs this Agreement, which constitutes the entire understanding between the Parties; this Agreement merges with and supersedes all prior oral or written estimates (of cost or schedule), discussions, proposals, representations, statements, or agreements regarding the Project. In this Agreement: (a) reference to a Party or entity includes its affiliates, contractors of any tier, officers, employees, agents, representatives, and allowed successors or assigns; (b) **"include(ing)"** means "include, but are not limited to" or "including, without limitation"; (c) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (d) reference to a document or to an Agreement provision is to the document or provision as modified and then current; and (e) defined terms are either singular or plural, as context requires. Only an amendment signed by each Party's authorized agent can modify this Agreement. GPC's waiver (by act or failure to act) of a Customer default, waiver of a GPC right, or failure to enforce a Customer obligation in one instance does not waive in another instance: (i) a similar or any other default; or (ii) the right to enforce that or any other right or obligation. Agreement provisions that logically should apply beyond Agreement conclusion (including *"Access and Disclosure," "Publicity and Confidentiality," "Ownership," "Term and Termination," "Indemnity," "Remedies,"* and this *"Agreement Interpretation; Modification"*) will survive and continue after Project completion, termination of electric service to the Site, or as provided by law.

Each Party agrees to all terms and conditions of this Agreement. The Parties may exchange counterparts of this Agreement via facsimile machine or electronically; a facsimile of a signature or an electronic signature transmitted by portable document format ("pdf") is an original signature for all purposes. The **"Effective Date"** is the date on which the last Party signs, as shown below.

Georgia Power Company

Sandy Springs, GA

By: _____
Larry F. Robinson

By: _____
Print Name

Project Manager

Print Title

Date: _____

Date: _____

Tax ID: _____

Primary Project Contact:

Larry F. Robinson
Project Manager
Georgia Power Company
Bin 20033
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308-3374
Phone (404) 506-3034
Fax (404) 506-2992
lfrobins@southernco.com

Primary Project Contact:

Andrea Surrant
City Manager
City of Sandy Springs
770.730.5600 office

www.asurrant@sandyspringsga.gov

[illegible]

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE TRANSMISSION RELOCATION AGREEMENT
FOR TEMPORARY FENCING WITH GEORGIA POWER COMPANY FOR THE
MT. VERNON MULTIPURPOSE PATH PROJECT (T-0062-2)**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines addressing 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,

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has received an Agreement from Georgia Power Company to temporarily relocate fencing for the construction of the Mt. Vernon Highway Multipurpose Path Project (T-0062-2);

WHEREAS, upon adoption of this Resolution, City of Sandy Springs Public Works Department staff will manage all applicable phases of the project.

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

That the City Manager execute the Transmission Relocation Agreement with Georgia Power Company for the temporary relocation of existing fencing to support the construction of the Mt. Vernon Multipurpose Path Project.

APPROVED AND ADOPTED on this the 3rd day of March 2020.

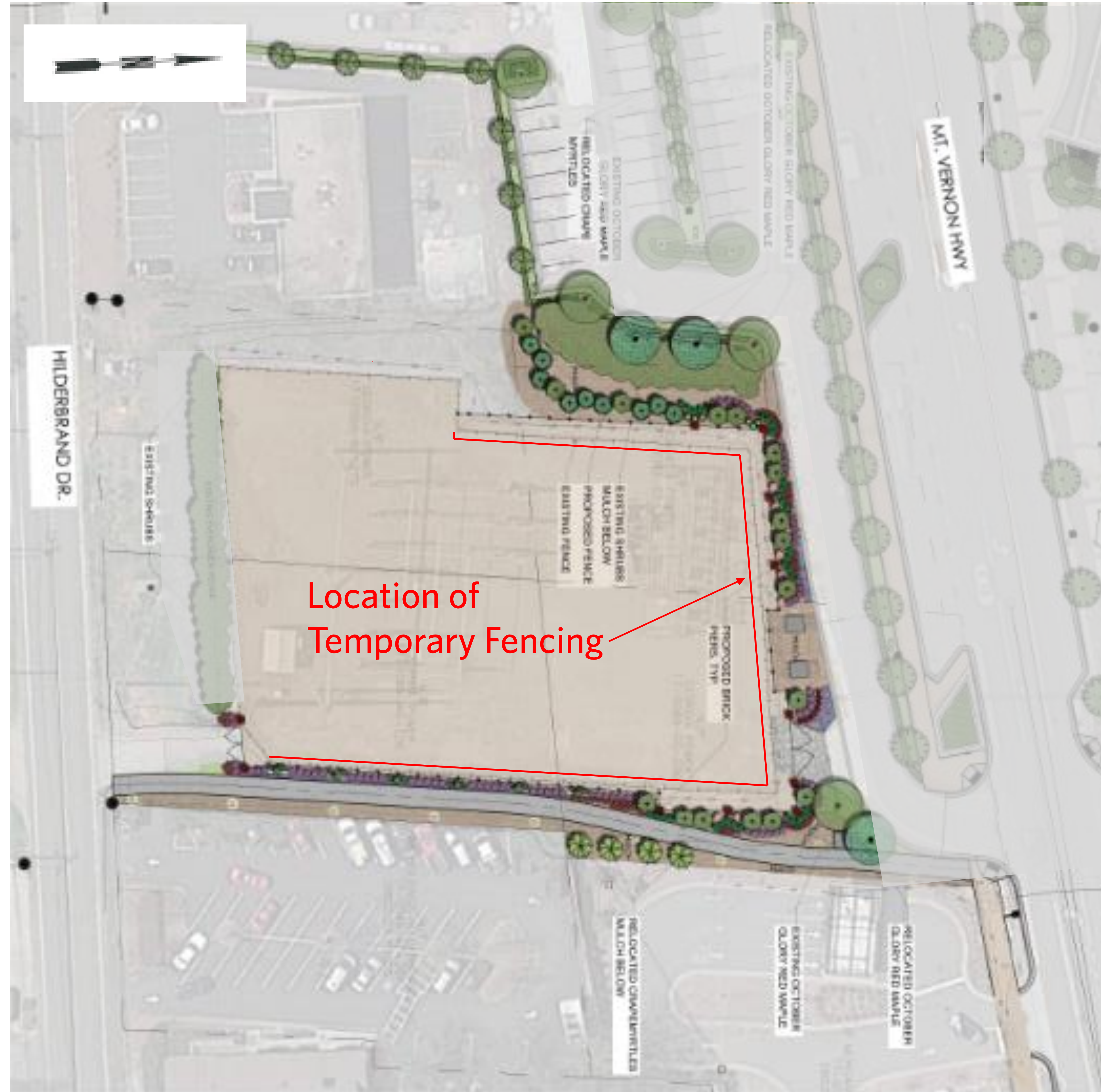
Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk
(Seal)

T0062-2 Mt. Vernon Hwy Path Layout and Temp Fence Location



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION APPOINTING RAQUEL D. GONZALEZ
AS CITY CLERK FOR THE CITY OF SANDY SPRINGS, GEORGIA,
PURSUANT TO ARTICLE III, SECTION 3.09 OF THE CITY CHARTER**

WHEREAS, Article III, Section 3.09 of the City of Sandy Springs (“City”) Charter provides for the appointment by the Mayor of a City Clerk, subject to confirmation by majority vote of the City Council; and

WHEREAS, on January 15, 2019, Mayor Russell K. Paul appointed Coty S. Thigpen as City Clerk, effective February 11, 2019, and City Council confirmed the appointment; and

WHEREAS, Ms. Thigpen left her office as City Clerk effective January 22, 2020, to pursue other opportunities; and

WHEREAS, pursuant to Article III, Section 3.09 of the City Charter, the Mayor and City Council now desire to name and confirm the appointment of a successor City Clerk; and

WHEREAS, Mayor and City Council desire to name and confirm the appointment of Raquel D. Gonzalez as the City Clerk, effective March 9, 2020;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council for the City of Sandy Springs, Georgia, while in regular session on March 3, 2020 at 6:00 p.m. as follows:

SECTION 1. The Mayor hereby appoints Raquel D. Gonzalez as the City Clerk for the City of Sandy Springs, Georgia, and that such appointment is confirmed by the City Council pursuant to the provisions of Article III, Section 3.09 of the City Charter; and

SECTION 2. Ms. Gonzalez’s appointment is effective March 9, 2020; and

SECTION 3. The City Manager is hereby authorized to negotiate the terms of employment with Ms. Gonzalez in the City’s best interest, subject to approval of the City Attorney and Finance Director.

SECTION 4. That this Resolution shall become effective upon its adoption.

RESOLVED this the 3rd day of March, 2020.

Approved:

By: _____
Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk

(SEAL)

City Manager's Organizational Vision & Framework

March 3, 2020



SANDY SPRINGS™
GEORGIA

Mission

To Lead the **Best** People Delivering the
Best Municipal Services... **Ever**

Vision

An operation that can **pivot** with the
great expectations of the
community and its leaders

City Manager's Core Values

Integrity

Service

Quality

Teamwork

Leadership

Everyone Has a **Pivotal** Role

Pivotal

Pivotal

- The **definition of pivotal** is something which is central, vital or very important.
- A **pivotal** role, point or figure in something is one that is very important and affects the success of that thing
- Turning point
- Origin of Pivot: 1605-15 French *pivot* (noun), *pivoter* (verb)
- *Possibly related to the tooth of a comb*

Pivotal Focus

One that is very important and affects the success of the organization
The “...but for....” in the situation

People/Customers

Quality of Life

Quality of life for people, e.g., health, vigor, wellbeing, flourishing.

Profit/Revenue/Tax Burden

Competitive Productivity

Competitive productivity in producing and distributing goods and services for consumption and profit with scarce resources.

Planet/Community

Sustainable Ecosystems

Individual, community, and ecosystems survival across lifespans and generations.

Progress/Big Ideas

Adaptive Innovation

e.g., adaptive learning and change; trial and error risk taking and discovery – in all aspects of people, profit, and planet, and innovations in being innovative.

High Performing Organization

- City Charter & State of Georgia Statutes
- Ethics
- Council Priorities
- Budget/CIP/Operations
- Long Range Plans
- Training and Teambuilding
- Data Measurement
- Communications



SANDY SPRINGS

GEORGIA

S

Strengths

- Talented experts
- Weathered initial transition
- Council & Mayor support for staff
- Funding for initiatives
- Nimble but professional
- Great community

W

Weaknesses

- Fractures from change
- Lack of processes and procedures
- Expectations of the budget to solve problems
- Corporate knowledge gaps from turnover
- Sense of team – trust
- Effective communication

O

Opportunities

- To focus on our most important purpose - delivering exceptional city services
- To carry out the vision of MCC
- To be a welcoming city organization to new & existing staff
- To create a shared team vision
- Thinking sustainably

T

Threats

- Ourselves - attitude
- Each other – respect
- Losing sight of high performance expectation - drive
- Complacency to our mission – customers
- Turnover in staff
- Resistance to change

Senior Leadership Team Retreat: Core Values

- **Customer Oriented:** We will actively engage with and respond to our customers with respect and empathy to anticipate and deliver high quality services.
- **Innovative:** We will continuously evaluate leading practices to develop forward-thinking solutions that enhance the value of services provided for our customers.
- **Trustworthy:** We will conduct ourselves in a manner that is credible, honest, respectful, and fair.
- **Inclusive:** We will encourage a collaborative, open, and respectful culture in which diverse stakeholders are empowered to participate.
- **Principled:** We will make decisions with transparency, integrity, and accountability.

City Manager Actionable Goals

1. Define organizational mission, vision, and values
2. Hold quarterly City Wide meetings with intentional programming to encourage interdepartmental interaction
3. Provide updates to all staff from the City Manager each quarter
4. Specify a checklist of personnel critical to projects, programs, etc.
5. Reformat weekly staff meetings for leadership positions

Departmental Actionable Goals

1. Define departmental mission, vision, and values
2. Add “Departmental Spotlight” to Lunch & Learn series and invite Council Members
3. Take professional headshots for Outlook and an employee information directory with Intranet
4. Invite City Manager to departmental staff meetings quarterly
5. Implement project management software (Asana, Smartsheet, etc.)
6. Reformat orientation and onboarding
7. Create a supervisor Training Program
8. Provide more team-building experiences/outings

Achieving The Mission

To Deliver the Best
Municipal Services



Organizational Chart

March 2020

