



## SANDY SPRINGS

CITY CLERK'S OFFICE

### PUBLIC FACILITIES AUTHORITY

Rusty Paul, Chair  
Andy Bauman  
Tibby DeJulio  
Melody Kelley  
Melissa Mular  
John Paulson  
Jody Reichel

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**Tuesday, July 15, 2025**

**Special Called Meeting**

**6:00 PM**

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The Sandy Springs Public Facilities Authority Meeting will be held in the Studio Theatre at Sandy Springs City Hall (1 Galambos Way, Sandy Springs, GA 30328).

**Live-stream:** [www.SandySpringsGA.gov/stream](http://www.SandySpringsGA.gov/stream)

**I. Call to Order**

**II. Roll Call and General Announcements**

**III. Approval of Meeting Agenda**

**IV. Approval of Meeting Minutes**

1. **PFA2025-08** June 17, 2025 Public Facilities Authority Special Called Meeting

**V. Old Business**

**VI. New Business**

2. **PFA2025-09** A Request for the Public Facilities Authority's Consideration of Approval of a Lease Agreement with Georgia Power Company for a Temporary Laydown Yard and to Authorize the General Manager to Execute the Contract  
*(Presented by Eden Freeman, City Manager)*
3. **PFA2025-10** A Request for the Public Facilities Authority's Consideration to Approve Two Purchase and Sale Agreements for the Fee Simple Property Rights and Interests Located at 5275 Roswell Road, Sandy Springs, Fulton County, Georgia (Tax Parcel # 17 0092 0007 045 1) and 0 Roswell Road, Sandy Springs, Fulton County, Georgia (Tax Parcel #: 17 0092 0007 047 7) and for the Acceptance of all Deeds Associated with the Transaction as it Relates to the Construction of Sandy Springs Fire Station #4  
*(Presented by Eden Freeman, City Manager)*

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance. The City will make reasonable accommodations for those persons.*

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## SANDY SPRINGS

CITY CLERK'S OFFICE

### **VII. Adjournment**

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The City will make reasonable accommodations for those persons.*

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**SANDY SPRINGS**  
CITY CLERK'S OFFICE

TO: Members of the Public Facilities Authority

FROM: Eden Freeman, City Manager

DATE: July 2, 2025 Submission for the July 15, 2025 Public Facilities Authority Meeting

ITEM: A Request for the Public Facilities Authority's Consideration of Approval of a Lease Agreement with Georgia Power Company for a Temporary Laydown Yard and to Authorize the General Manager to Execute the Contract

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***Recommendation:***

Staff recommends approval of a lease agreement between the City of Sandy Springs Public Facilities Authority and Georgia Power Company ("GPC") for the temporary use of approximately one (1) acre of City-owned property (Parcel No. 999X) as a laydown yard to support infrastructure projects.

***Background:***

GPC has requested the use of City-owned land located in the 17th District, Land Lot 30, Fulton County, for equipment and materials staging associated with construction and maintenance work in the region. The location provides ideal access for their Rome-Abernathy Phase 1 Project.

***Discussion:***

**LEASE TERMS**

- Lessee: Georgia Power Company
- Lessor: City of Sandy Springs Public Facilities Authority
- Property: Approx. 1.04 acre of land, as described in Exhibit "A"
- Term:
  - Initial term of six (6) months, commencing July 15, 2025, and ending January 14, 2026
  - Month-to-month extension permitted thereafter, not to exceed a total lease period of twelve (12) months without renegotiation
- Rental Rate:

- \$7,000 per month, payable in advance
- Continued month-to-month rental at same rate if extended
- Use:
  - Storage of equipment and machinery related to GPC infrastructure work
  - Installation of temporary fencing, lighting, and structures as needed
- Conditions:
  - No storage of environmentally hazardous materials
  - The site must be kept in good repair and cleared within thirty (30) days of lease termination
  - Lessee is responsible for cleaning up and returning site to its original condition
- Assignment:
  - Allowed only to GPC affiliates or approved third parties; Lessor retains right to review
- Default Clause:
  - Lessor may terminate with sixty (60) days' notice for non-compliance; Lessee then has thirty (30) days to vacate and restore site

***Financial Impact:***

The lease will generate a minimum of \$42,000 in rental revenue over the initial term. Continued use may increase that total to \$84,000 over twelve (12) months.

***Alternatives:***

Denying the lease would require GPC to seek alternative staging locations, potentially delaying regional utility upgrades and negatively impacting service infrastructure timelines.

***Review:***

Octavia Baynes, Administrative Asst.

Created/Initiated -  
7/2/2025

Dave Wells, Director of Facilities/Capital Construction and Building  
Operations

Approved - 7/7/2025

Toni Carlisle, Chief Financial Officer

Approved - 7/8/2025

Dan Lee, City Attorney

Approved - 7/10/2025

Eden Freeman, City Manager

Final Approval -  
7/11/2025

**Attachments:**

1. GPC Lease Resolution
2. 2021090218-999X Lease Packet

**STATE OF GEORGIA  
FULTON COUNTY**

**A RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY APPROVING A LEASE AGREEMENT WITH GEORGIA POWER COMPANY FOR USE OF CITY-OWNED PROPERTY LOCATED ON PARCEL 999X AS A TEMPORARY LAYDOWN YARD AND TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE CONTRACT**

**WHEREAS**, the City of Sandy Springs Public Facilities Authority (the “Authority”) is the owner of certain real property located in the 17th District, Land Lot 30, Fulton County, Georgia, identified as Parcel Number 999X (the “Property”); and

**WHEREAS**, Georgia Power Company has requested use of approximately one (1) acre of the Property for temporary laydown yard purposes to support infrastructure and utility work in the region; and

**WHEREAS**, the Authority and Georgia Power Company have negotiated a lease agreement for the Property under the terms summarized as follows: an initial six (6) month lease term beginning July 15, 2025, and ending January 14, 2026, with month-to-month extensions thereafter not to exceed a total term of twelve (12) months, at a rental rate of \$7,000 per month, payable in advance; and

**WHEREAS**, the lease prohibits storage of hazardous materials, allows for construction of temporary fencing and lighting, and requires Georgia Power Company to return the Property to its original condition upon termination; and

**WHEREAS**, the Authority finds such lease to be in the best interests of the City and its operations, providing a revenue-generating use of the Property while supporting essential utility services in the area.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY, AND IT IS HEREBY RESOLVED BY THE AUTHORITY AS FOLLOWS:**

1. The lease agreement with Georgia Power Company for the use of approximately one acre of City-owned Property (Parcel No. 999X) as a temporary laydown yard is hereby approved; and
2. The General Manager of the Authority is authorized to execute the lease agreement and any necessary documents on behalf of the Authority, in substantially the form presented, with such minor changes as may be deemed necessary, subject to approval by the City Attorney and Treasurer; and
3. The General Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

**SO RESOLVED** this 15th day of July 2025.

Approved:

\_\_\_\_\_  
Russell K. Paul, Chairman

Attest:

\_\_\_\_\_  
Raquel D. González, Secretary

(SEAL)

Project Number: 2021090218  
Parcel Number: 999X  
Letter File No.:

Name of Line: Rome - Abernathy Phase 1, Laydown Yard  
Account No.: 10569112-GPC9596-VBS-17  
Deed File: \_\_\_\_\_ Map File: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF FULTON

### LAYDOWN YARD LEASE AGREEMENT

THIS LAYDOWN YARD LEASE AGREEMENT (the "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (hereinafter "Lessor"), and GEORGIA POWER COMPANY, a Georgia corporation, with offices at 241 Ralph McGill Boulevard, Atlanta, Georgia 30308 (hereinafter "Lessee").

#### WITNESSETH:

THAT FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor has this day rented and leased to Lessee that certain tract of land located in the 17th District, Land Lot 30, Fulton County, Georgia, as more particularly depicted and/or described in Exhibit "A" attached hereto and made a part hereof (the "Property"), together with the right of unimpeded vehicular and pedestrian access over and across adjoining lands of Lessor, if needed in order to provide access to and from the Property and nearby public right(s)-of-way.

The Property is rented and leased by Lessee subject to the following terms and conditions:

1. The term of this Lease shall be Six (6) months, commencing on 7/15/2025 and terminating on 1/14/2026 at 5:00 P.M., EST; subject, however, to cancellation or revocation, as hereinafter provided. This Lease may be extended on a month-to-month basis, but in no event shall the total term of this Lease exceed 12 months. After 12 months, the terms of this Lease must be renegotiated.
2. As rental for the above-described lands, Lessee agrees to pay Lessor the sum of Seven Thousand Dollars (\$7,000) per month, payable in advance. Lease to continue on a month-to-month basis as needed thereafter at the rate of Seven Thousand Dollars (\$7,000) per month.
3. The parties hereto understand and agree that the Property shall be used by the Lessee or any of Lessee's contractors, agents, employees or others working at the direction of the Lessee or on the Lessee's behalf (the "Lessee Parties) for the purpose of storing machinery and equipment used by Lessee or Lessee's Parties in their construction and maintenance activities.
4. Lessee and Lessee's Parties shall have the right to construct and maintain temporary structures, fencing and lighting to protect machinery and equipment utilized by Lessee or

Lessee's Parties. The same shall be removed by Lessee within thirty (30) days after the expiration or cancellation of this Lease.

5. Lessee agrees to keep the Property in good repair and shall remove all trash and other debris which may periodically gather thereon during the term of this Lease.
6. Lessee agrees not to place or store, or permit to be placed or stored, any environmentally hazardous or potentially harmful substances, contaminants or other materials which are now, or in the future, subject to regulation under any applicable federal, state or local laws, rules, regulations or orders.
7. In the event that Lessee remains in possession of the Property after the expiration of the term of this Lease, with Lessor's acquiescence and without any express written agreement between the parties extending the term of this Lease, Lessee shall be deemed a tenant at will at the monthly rental rate set forth in paragraph 2 above up to 12 months. After 12 months, the terms of this Lease must be renegotiated.
8. This Lease shall create the relationship of landlord and tenant between the parties hereto; no estate shall pass out of Lessor to Lessee. Lessee shall only have a usufruct, not subject to sale or levy.
9. This Lease may be assigned by Lessee to Lessee's Parties (to an electrical utility provider which is part of the Georgia Integrated Transmission System, or a third party who acquires all or substantially all of the assets of the Lessee). In the event of such assignment, Lessee shall not be relieved of its duties and obligations set forth herein, absent the written consent of Lessor.
10. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.
11. In the event of default by the Lessee of its obligations and responsibilities under this Lease and where such failure to comply with said obligations and duties shall continue for a period of sixty (60) days after written notice thereof is received by Lessee from Lessor, Lessor shall have the right to cancel or revoke this Lease. Upon cancellation or revocation Lessee shall have thirty (30) days to remove its equipment, machinery and temporary buildings from the Property and return the Property to a condition similar to that which existed prior to the date hereinabove first written.
12. Failure of the Lessor to exercise any power or right provided for in this Lease shall not constitute a waiver of Lessor's rights to demand exact compliance with the terms and conditions of this Lease in the future.
13. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can or has been taken, this Lease shall not terminate and there shall be immediately substituted for such invalid or

unenforceable provision a like but valid and enforceable provision which most nearly satisfies the ruling of such court and comports with the original intention of the parties.

14. This Lease constitutes the full and complete agreement between the parties hereto and said parties shall not be bound by any prior statement, special condition or agreements not herein expressed. Any alteration or amendment to this Lease shall be in writing and signed by the parties hereto. This Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. This Lease may be executed in several counterparts each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

15. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

**LESSOR:**

**THE CITY OF SANDY SPRINGS  
PUBLIC FACILITIES AUTHORITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE:**

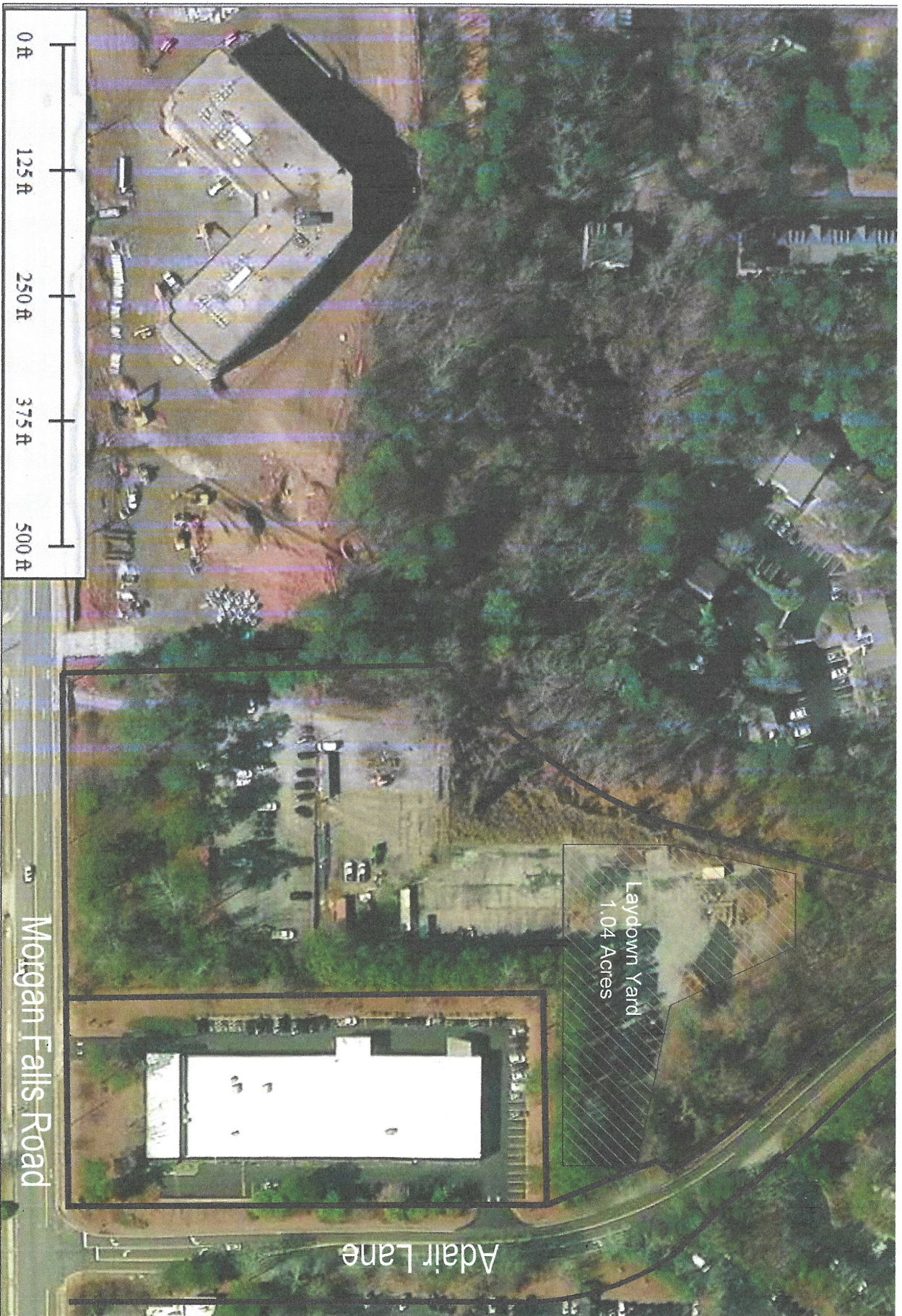
**GEORGIA POWER  
COMPANY, A Georgia  
corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A - Approximate location/acreage of leased area



\*A portion of Fulton County tax ID 17 0030 LL0587

**Payment Request Form**

Owner Name: THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY

LIMS Project & Parcel: 2021090218-999X

Agent Name: D. BERRY

Payment Amount: \$ 42,000.00

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

**Payment Options (Select one – Check or Zelle)**

**Check**

Payable To: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_

**Zelle Electronic Payment** (Owner must provide ALL information below associated with Zelle account)

**\*PLEASE ENSURE YOUR INFORMATION IS LEGIBLE AND ACCURATE.**

Street Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

U.S. Mobile No. associated with Zelle Account: \_\_\_\_\_

E-mail Address associated with Zelle Account: \_\_\_\_\_

By selecting one of the above options, I hereby authorize payment by the chosen method.

- By selecting the first option, I understand that a paper check will be processed and delivered by Federal Express to me at the street address provided within 2-4 weeks.
- By selecting the second option, I understand that a notification message will be sent via e-mail or text message to my e-mail address or U. S. mobile phone number with instructions for completing the electronic payment process from Bank of America to my bank account. This should be processed within 2-4 business days. Further, if my e-mail address or U.S. mobile number is not currently enrolled with the Zelle payment system, I understand that I am responsible for associating the provided notification method with my bank account by following the instructions in the notification message and/or contacting my bank for assistance.
- By selecting **Zelle Electronic Payment** option, I understand that it is my responsibility to provide accurate information, above, for the Zelle payment. **Georgia Power Company is not responsible for reissuing funds that have been inaccurately delivered due to incorrect information provided by the owner.**

Prior to processing payments of \$600.00 or more, I also understand that I must complete an IRS-required Form W-9 to collect information which Southern Company will report according to law. **All parties required to sign the associated easement(s) must also sign below with a wet (non-electronic) signature.**

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR ZELLE PAYMENTS, PLEASE CONFIRM THE PHONE NUMBER/EMAIL ADDRESS THAT IS ASSOCIATED WITH YOUR ZELLE ACCOUNT:**

\_\_\_\_\_

**Office Use Only:**

<b>Name of Line:</b>	Rome - Abernathy Communication Project (Phase 1)	<b>Closing Agent:</b>	David Berry
<b>Project Number:</b>	2021090218	<b>Parcel Number:</b>	999X
<b>Gross Proceeds:</b>			
<b>Owner Name:</b>	The City Of Sandy Springs Public Facilities Authority	<b>District:</b>	
<b>Legal Land Lot:</b>		<b>County:</b>	

**Instructions for U.S. Tax Persons:** As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal law requirements, we need certain information from you. Please complete the information requested below and return the form to the Georgia Power Land Acquisition Agent or to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you.

**Part 1 Tax Status**

**Instructions: Check ONE box only and provide your complete name and Taxpayer Identification Number**

<b>U.S. Resident Individual:</b>	Individual's Name	Individual's Social Security Number
		____-____-____

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.

<b>Sole Proprietor:</b>	Business Owner's Name	Owner's Social Security Number
		____-____-____
	Business or Trade Name:	Or Employer's Identification Number
		____-____

A partnership may have a "doing business as" trade name, but the legal name is the list of the names of the partners.

<b>Partnership, Limited Liability Co. (LLC), Trust or Estate:</b>	Name of Partnership/ LLC Trust/Estate (As shown on your tax forms)	Employer Identification Number
		____-____
	Partnership's Legal Name (Name of first partner):	

A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.

If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your tax election on IRS Form 8832, Entity Classification Election

<b>U.S. Corporation, Tax Exempt Org, Federal, State or Local Gov't, Agency:</b>	Name of Corporation or Entity:	Employer identification Number
		____-____

**Part 2 Exemption-If exempt from 1099 reporting, circle your qualifying exemption reason below.**

- 1. Corporation
- 1. Tax Exempt Charity under 501(a), or IRA
- 1. The United States or any of its agencies or instrumentalities
- 1. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- 1. A foreign government or any of its political subdivisions

**Under penalties of perjury, my signature certifies that:**

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- 2. I am not subject to backup withholding because a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding.
- 3. I am a person (including a resident alien). The IRS defines a U.S. person as a) U.S. citizen, b) an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia, or c) a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at [www.irs.gov](http://www.irs.gov).)

**If you are a foreign person, do not complete this Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).**

<b>Signature</b>	<b>Name (Typed or Printed)</b>	<b>Title</b>
<b>Date</b>	<b>Home Phone Number</b>	<b>Cell/Work Phone Number</b>
<b>Address</b>	<b>City</b>	<b>State</b>



**SANDY SPRINGS**  
CITY CLERK'S OFFICE

TO: Members of the Public Facilities Authority

FROM: Eden Freeman, City Manager

DATE: July 8, 2025 Submission for the July 15, 2025 Public Facilities Authority Meeting

ITEM: A Request for the Public Facilities Authority's Consideration to Approve Two Purchase and Sale Agreements for the Fee Simple Property Rights and Interests Located at 5275 Roswell Road, Sandy Springs, Fulton County, Georgia (Tax Parcel # 17 0092 0007 045 1) and 0 Roswell Road, Sandy Springs, Fulton County, Georgia (Tax Parcel #: 17 0092 0007 047 7) and for the Acceptance of all Deeds Associated with the Transaction as it Relates to the Construction of Sandy Springs Fire Station #4

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***Recommendation:***

The General Manager for the City of Sandy Springs Public Facilities Authority (the "Authority") recommends that the members of the Authority approve the two (2) attached Purchase and Sale Agreements, to acquire the property rights and interests located in Land Lot 92 of the 17<sup>th</sup> District of Fulton County, Georgia, and more commonly known as 5275 Roswell Road, Sandy Springs (Fulton County), Georgia (Tax Parcel # 17 0092 0007 045 1) and 0 Roswell Road, Sandy Springs (Fulton County), Georgia (Tax Parcel # 17 0092 0007 047 7) (hereafter, the "Properties"), and further recommends the acceptance of all deeds associated with the land transaction.

***Background:***

Fire Station #4, located at 4697 Wieuca Road, Atlanta, GA 30342, currently sits outside the City of Sandy Springs' (City) city limits, presenting jurisdictional, operational, and financial challenges. In 2024, Fire Station #4 responded to 345 incidents within the City of Atlanta, with an average call duration of 31 minutes and 1 second, up from 281 responses in 2023 and 171 in 2022. The total cost incurred by the City for these responses was \$1,048,149.26. Based on these figures, the estimated cost in 2024 reached \$530,796.30, a significant increase from \$337,927.79 in 2023 and \$179,425.17 in 2022. In addition to the financial impact, a relocation of the fire station to the south end of the City (within City limits) would significantly enhance response capacity in that area, ultimately improving safety for both residents and visitors.

The City, together with its Public Facilities Authority (the "Authority") have determined the necessity for the addition of a City fire station for the continued safety and protection of City

residents and visitors, and have identified two (2) adjacent parcels of land, totaling 6.622 acres, that would not only be appropriate for the needs of the City, but also the residents and taxpayers of the City, located at 5275 Roswell Road and 0 Roswell Road, to be known as Sandy Springs Fire Station #4 (the “Project”).

***Discussion:***

The two (2) adjacent parcels are located on the east side of Roswell Road between Green Hill Road N.E. and Beachland Drive, less than one (1) mile south of the I-285 interchange with Roswell Road, in a future residential or mixed-use area. The front parcel, located at 5275 Roswell Road, Sandy Springs (Fulton County), Georgia (Tax Parcel # 17 0092 0007 045 1) consists of 2.621 acres, and was previously the site for, a now demolished, night club. The rear parcel, located at 0 Roswell Road consists of 4.001 acres and remains undeveloped.

The adjacent parcels are each owned by individual limited liability companies, organized in the state of Georgia, Pace Leven II LLC (5275 Roswell Road) and Pace Leven LLC (0 Roswell Road). Both entities share the same managing member, Mr. Amin Alibhai (Pace Leven II LLC, Pace Leven LLC and Amin Alibhai hereinafter collectively referred to as the “Owner”).

Fire Station #4 is a 12,134-square-foot building on a 1.3774-acre site, and is valued at \$3,000,000. Once the Project is complete, the property located on 4697 Wieuca Road, Alanta, GA 30342 will be sold, and the Fire Station will be moved to the new location on Roswell Road.

***Financial Impact:***

City Staff, the Authority and the Owner have negotiated a sale price, in good faith, in an amount of Three Million and 00/100 Dollars (\$3,000,000.00) for the property rights and interests located at 5275 Roswell Road, and Seven Million and 00/100 (\$7,000,000.00) for the property rights and interests located at 0 Roswell Road. In addition to the purchase price for the property located at 0 Roswell Road, the City will provide acknowledgment to the Owner of a tax-deductible property contribution (IRS Form 8283) in an amount of Two Million Six Hundred Thousand and 00/100 (\$2,600,000.00), representing the value of a portion of the Properties. Funding for this purchase will come from the City's planned debt issuance that was approved in the FY2026 Budget.

***Alternatives:***

The Authority may decline the purchase of the two (2) contingent parcels for the Project and provide further guidance to Staff.

***Review:***

Lark Payne, Paralegal  
Toni Carlisle, Chief Financial Officer  
Dan Lee, City Attorney  
Eden Freeman, City Manager

Created/Initiated - 7/9/2025  
Approved - 7/11/2025  
Approved - 7/11/2025  
Final Approval - 7/11/2025

**Attachments:**

1. RESOLUTION- PACE LEVEN
2. 5275 ROSWELL RD PSA EXECUTED
3. 0 ROSWELL RD PSA EXECUTED

**STATE OF GEORGIA  
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE TWO PURCHASE AND SALE AGREEMENTS FOR THE FEE SIMPLE PROPERTY RIGHTS AND INTERESTS LOCATED AT 5275 ROSWELL ROAD, SANDY SPRINGS, FULTON COUNTY, GEORGIA (TAX PARCEL # 17 0092 0007 045 1) AND 0 ROSWELL ROAD, SANDY SPRINGS, FULTON COUNTY, GEORGIA (TAX PARCEL #: 17 0092 0007 047 7) AND FOR THE ACCEPTANCE OF ALL DEEDS ASSOCIATED WITH THE TRANSACTION AS IT RELATES TO THE CONSTRUCTION OF SANDY SPRINGS FIRE STATION #4**

**WHEREAS**, the City of Sandy Springs (the “City”), together with its Public Facilities Authority (the “Authority”) have determined the necessity for the addition of a City fire station for the continued safety and protection of City residents, at 5275 Roswell Road and 0 Roswell Road, to be known as Fire Station #4 (the “Project”); and

**WHEREAS**, the City and the Authority have identified certain real properties, both located in Land Lot 92 in the 17<sup>th</sup> District of Fulton County, Georgia, and more commonly known as 5275 Roswell Road (Tax Parcel #: 17 0092 0007 045 1) and 0 Roswell Road (Tax Parcel #: 17 0092 0007 047 7) (hereafter, the "Properties"), consisting of two (2) adjacent parcels, to be not only appropriate for the needs of the City, but also represents the best value to the City, the Authority and taxpayers of the City; and

**WHEREAS**, the adjacent properties, each owned by individual limited liability companies organized in the state of Georgia, Pace Leven II LLC (5275 Roswell Road) and Pace Leven LLC (0 Roswell Road), share the same managing member, Mr. Amin Alibhai (the “Owner”); and

**WHEREAS**, City Staff, the Authority and the Owner have negotiated a sale price, in good faith, in an amount of Three Million and 00/100 Dollars (\$3,000,000.00) for the property rights and interests located at 5275 Roswell Road (2.621 acres) , and Seven Million and 00/100 (\$7,000,000.00) for the property rights and interests located at 0 Roswell Road (4.001 acres), sought by the City in order to construct the Project; and

**WHEREAS**, in addition to the purchase price for the property located at 0 Roswell Road, the City will provide acknowledgment to the Owner of a tax-deductible property contribution in an amount of Two Million Six Hundred Thousand and 00/100 (\$2,600,000.00), representing a portion of the value of the Properties; and

**WHEREAS**, the City and the members of the Authority desire to purchase the property rights and interests as further described herein by way of the attached two (2) Purchase and Sale Agreements, in a total amount of Ten Million and 00/100 Dollars (\$10,000,000.00) and the City’s acknowledgment of a tax-deductible property contribution in an amount of Two Million Six Hundred Thousand and 00/100 (\$2,600,000.00).

**NOW THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY THAT:**

1. The Purchase Sale Agreements in the amounts of Three Million and 00/100 Dollars (\$3,000,000.00) for the property rights and interests located at 5275 Roswell Road, and Seven Million and 00/100 (\$7,000,000.00) for the property rights and interests located at 0 Roswell Road, as well as all land transfer deeds associated with the transaction are approved; and
2. The General Manager is hereby authorized to execute the Purchase and Sale Agreements, pending the approval of the City Attorney and Treasurer; and
3. The General Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this Resolution.

**SO RESOLVED** this, the 15th of July, 2025

Approved:

\_\_\_\_\_  
Russell K. Paul, Chairman

Attest:

\_\_\_\_\_

**STATE OF GEORGIA**  
**COUNTY OF FULTON**  
Raquel González, Secretary  
{SEAL}



**SANDY SPRINGS**  
GEORGIA

**PURCHASE AND SALE AGREEMENT**

**ADDRESS:** 5275 Roswell Road, Sandy Springs (Fulton County), Georgia  
**TAX ID:** 17 0092-0007-045-1  
**OWNER:** PACE LEVEN II LLC

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

**FOR AND IN CONSIDERATION** of the sum of THREE MILLION and 00/100 DOLLARS (\$3,000,000.00), good and valuable consideration, upon closing PACE LEVEN II LLC (hereinafter "Seller" or "Owner") agrees to deliver to the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation (the "City") the following:

- A Quitclaim Deed for fee-simple interest in 2.621 acres in that tract or parcel of land located in Land Lot 92, 17<sup>th</sup> District of Fulton County, Georgia, and being the entirety of Fulton County Tax Parcel Numbers 17 0092 0007 045 1, and more commonly known as 5275 Roswell Road, Fulton County, Georgia, as more particularly described in Exhibit "A": Legal Description- 5275 Roswell Road attached hereto, and in Exhibit "B": Plat attached hereto and made a part hereof by reference (the "Property");

The consummation of the transaction contemplated herein shall occur sixty (60) days from the date of acceptance of this Purchase and Sale Agreement by the City of Sandy Springs, Georgia, Mayor and City Council. Time shall be of the essence with respect to this closing date.

Owner shall obtain all Quit Claim Deeds and/or Releases from any tenant and/or other parties now in possession and having any claim or interest in the property described above.

This Agreement shall not be binding until approved by the City of Sandy Springs, Georgia, Mayor and City Council.

*{Signature Page to Follow}*



# SANDY SPRINGS GEORGIA

IN WITNESS WHEREOF my hand and seal this 8<sup>th</sup> day of July, 2025.

**SELLER:**  
**PACE LEVEN II, LLC**

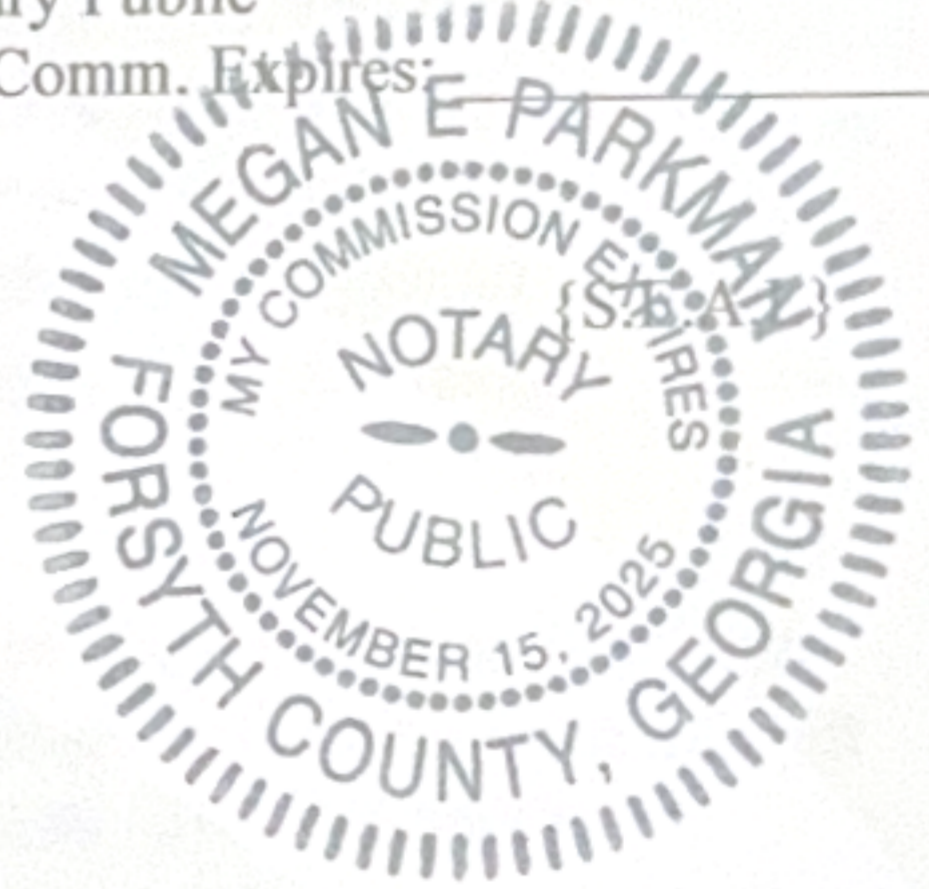
By:

Name: AMIN ALIBHAI

Title: Managing Member

Sworn to and Subscribed before me  
on this 8<sup>th</sup> day of July  
2025.

Notary Public  
My Comm. Expires: \_\_\_\_\_



**CITY OF SANDY SPRINGS, GEORGIA**

By:   
265B62BA3E7A433...

Name: EDEN FREEMAN

Title: City Manager

Attest:

Signed by:  
By:  Signed by:  
B012A1E305D0495...  
Raquel D. González, City Clerk





## SANDY SPRINGS

GEORGIA

### PURCHASE AND SALE AGREEMENT

**ADDRESS:** 0 Roswell Road, Sandy Springs (Fulton County), Georgia

**TAX ID:** 17 0092-0007-047-7

**OWNER:** PACE LEVEN LLC

**STATE OF GEORGIA**

**FULTON COUNTY**

**FOR AND IN CONSIDERATION** of the sum of SEVEN MILLION and 00/100 DOLLARS (\$7,000,000.00), good and valuable consideration, upon closing PACE LEVEN LLC (hereinafter "Seller" or "Owner") agrees to deliver to the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation (the "City") the following:

- A Quitclaim Deed for fee-simple interest in 4.001 acres in that tract or parcel of land located in Land Lot 92, 17<sup>th</sup> District of Fulton County, Georgia, and being the entirety of Fulton County Tax Parcel Numbers 17 0092 0007 047 7, and more commonly known as 0 Roswell Road, Fulton County, Georgia, as more particularly described in Exhibit "A": Legal Description- 0 Roswell Road attached hereto, and in Exhibit "B": Plat attached hereto and made a part hereof by reference (the "Property");

As further consideration and at closing, the City agrees to execute and acknowledge an IRS Form 8283 to recognize a noncash charitable contribution of property, over and above the sales price as a gift contribution to the City, by Owner with the stated value of TWO MILLION SIX-HUNDRED THOUSAND and 00/100 DOLLARS (\$2,600,000.00) representing a portion of the value of the Property, as agreed to by Owner and the City, that Owner is donating to the City in consideration of the City's use of the Property as a City Fire Station.

The consummation of the transaction contemplated herein shall occur sixty (60) days from the date of acceptance of this Purchase and Sale Agreement by the City of Sandy Springs, Georgia, Mayor and City Council. Time shall be of the essence with respect to this closing date.

Owner shall obtain all Quit Claim Deeds and/or Releases from any tenant and/or other parties now in possession and having any claim or interest in the property described above.

This Agreement shall not be binding until approved by the City of Sandy Springs, Georgia, Mayor and City Council.

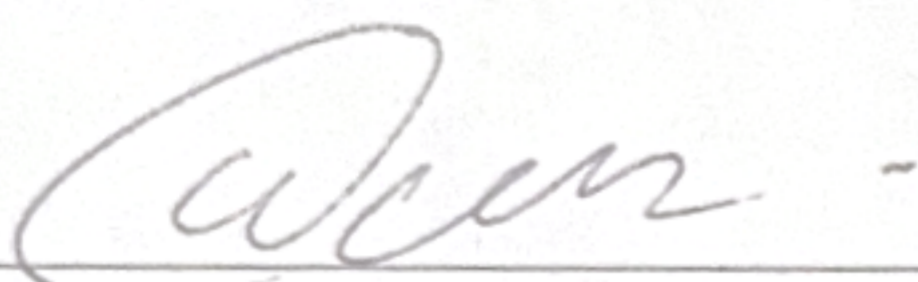


# SANDY SPRINGS

GEORGIA

IN WITNESS WHEREOF my hand and seal this 8 day of July, 2025.

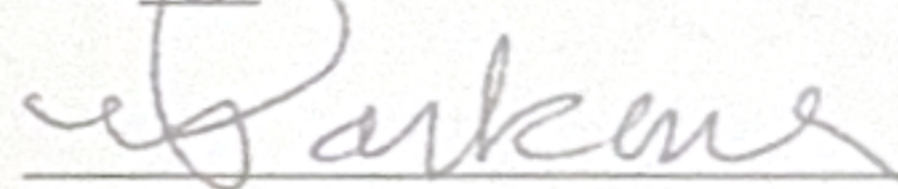
**SELLER:**  
**PACE LEVEN LLC**

By: 

Name: AMIN ALIBHAI

Title: Managing Member

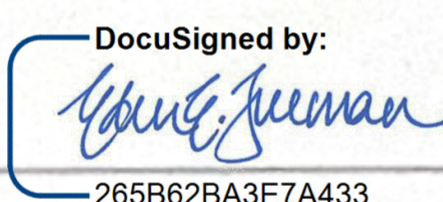
Sworn to and Subscribed before me  
on this 8<sup>th</sup> day of July  
2025.



Notary Public

My Comm. Expires: \_\_\_\_\_

**CITY OF SANDY SPRINGS, GEORGIA**

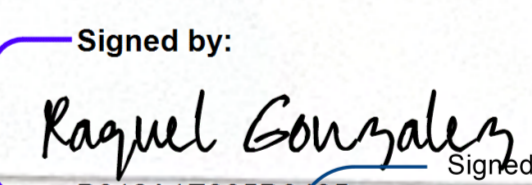
By: 

Name: EDEN FREEMAN

Title: City Manager



Attest:

By:   
Raquel D. Gonzalez, City Clerk

