11-O-1319

(Do Not Write Above This Line)

AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO WAIVE THE REQUIREMENTS OF THE CITY CODE SECTION 2-1541(D) OF THE PROCUREMENT AND REAL ESTATE CODE, TO ACCEPT A DONATION FROM PRINCETON LAKE APARTMENTS, LLC OF APPROXIMATELY 23.045 ACRES OF GREENSPACE LOCATED ON REDWINE ROAD FOR THE PURPOSE OF CREATING A MULTI-USE TRAIL AND EXPANDING NORTH CAMP CREEK PARKWAY NATURE PRESERVE; AND OTHER PURPOSES.

- ☐ CONSENT REFER
- ☑ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred 9/19/11

Referred To: Finance / Exec

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee Finance / Executive

Date 9-14-11

Chair Yaderean

Referred to Finance / Executive

Committee	Committee
Finance / Executive	
Date 9/28/11	Date
Chair Yaderean	Chair
Action: Fav, Adv, Hold (see rev. side) Other:	Action: Fav, Adv, Hold (see rev. side) Other:
Members Felicia A. Moore, Howard Shook, Alex Wan	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side) Other:	Action: Fav, Adv, Hold (see rev. side) Other:
Members	Members
ADOPTED BY COUNCIL OCT 03 2011	
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd Readings ☐ 3rd

☑ Consent ☐ V Vote ☐ RC Vote

CERTIFIED

CERTIFIED OCT 03 2011 ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED OCT 03 2011 Rhonda Dauphin Johnson MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED OCT 12 2011 WITHOUT SIGNATURE BY OPERATION OF LAW

CITY COUNCIL
ATLANTA, GEORGIA

AN ORDINANCE BY
FINANCE/EXECUTIVE COMMITTEE

11-O-1319

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO WAIVE THE REQUIREMENTS OF THE CITY CODE SECTION 2-1541(D) OF THE PROCUREMENT AND REAL ESTATE CODE, TO ACCEPT A DONATION FROM PRINCETON LAKE APARTMENTS, LLC OF APPROXIMATELY 23.045 ACRES OF GREENSPACE LOCATED ON REDWINE ROAD FOR THE PURPOSE OF CREATING A MULTI-USE TRAIL AND EXPANDING NORTH CAMP CREEK PARKWAY NATURE PRESERVE; AND OTHER PURPOSES.

WHEREAS, Princeton Lakes Apartments LLC. (hereinafter the "Developer") has developed the multi-family home portion of the Princeton Lakes Tax Allocation District ("the Apartment Property"); and

WHEREAS, the Developer is the fee-simple owner of the greenspace associated with the Apartment Property; and

WHEREAS, Ordinance 07-O-1920 was adopted by the City Council on November 5, 2007, and approved by the Mayor on November 13, 2007, which stated the Developer will preserve a minimum of 23 acres of land as open space/greenspace; and

WHEREAS, the Developer is willing to donate approximately 23.045 acres of greenspace as shown in Exhibit "A" to the City of Atlanta for preservation as greenspace; and

WHEREAS, the Developer is willing to donate $150,000 to Park Pride for the construction of a ten foot wide concrete multi-use trail for pedestrian and non-motorized bicycle access; and

WHEREAS, the City recognizes the value of establishing this public greenspace to provide trail connectivity to the City's proposed trail system and to expand the existing North Camp Creek Parkway Nature Preserve; and

WHEREAS, the Developer will reserve a sewer easement across the donated greenspace property as shown in the substantially completed Limited Warranty Deed attached as Exhibit "B", in order to access the main sewer line which serves the adjacent Apartment Property; and

WHEREAS, the City agrees that these transactions are in the best interest of the City.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: The Chief Procurement Officer or his designee, on behalf of the City, is hereby authorized to negotiate with Princeton Lakes Apartments LLC, or the current landowner, to accept the donation of approximately 23.045 acres of real property located at Redwine Road, Atlanta, Georgia ("the Property") as shown in Exhibit "A" , with the developer reserving a sewer easement defined in the substantially completed Limited Warranty Deed attached as

Exhibit "B", in order to access the main sewer line which serves the adjacent Apartment Property.

SECTION 2: The Chief Procurement Officer or his designee is hereby authorized to obtain or review surveys, title reports, and environmental assessments. In addition, the Chief Procurement Officer or his designee is authorized to obtain and pay for those items and services necessary to acquire the donated Property, including but not limited to title insurance, real estate service fees, closings costs and other costs of acquisition ("The City's Due Diligence and Purchase Services").

SECTION 3: The City's Greenspace Acquisition Consultant, ("the Consultant") is authorized to settle the donation of the Property. The Consultant may also arrange and negotiate for the Due Diligence and Purchase Services.

SECTION 4: Upon acquisition, the Department of Parks, Recreation, and Cultural Affairs, Office of Parks, is hereby charged with all responsibility for the Property and shall retain the land in perpetuity as a public park. Nothing in this ordinance shall prohibit the development of this property for uses consistent with generally accepted park activities, including but not limited to trails, playgrounds, picnic areas, parking, and gazebos. Nothing in this section shall preclude a neighborhood group(s) or other private entry from maintaining all or part of the property pursuant to an agreement with the City.

SECTION 5: The requirements of the City Code Section 2-1541 (d), of the Procurement and Real Estate Code, are waived to allow for the acquisition of the Property on behalf of the City without further authorization by the City Council.

SECTION 6: The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the Law Department deems to be necessary or advisable in order to carry out the intent of this Ordinance.

SECTION 7: The City Attorney is hereby directed to prepare for execution by the Mayor, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this Ordinance.

SECTION 8: Said deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same have been signed by the Mayor and delivered to the Developer.

SECTION 9: That all ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

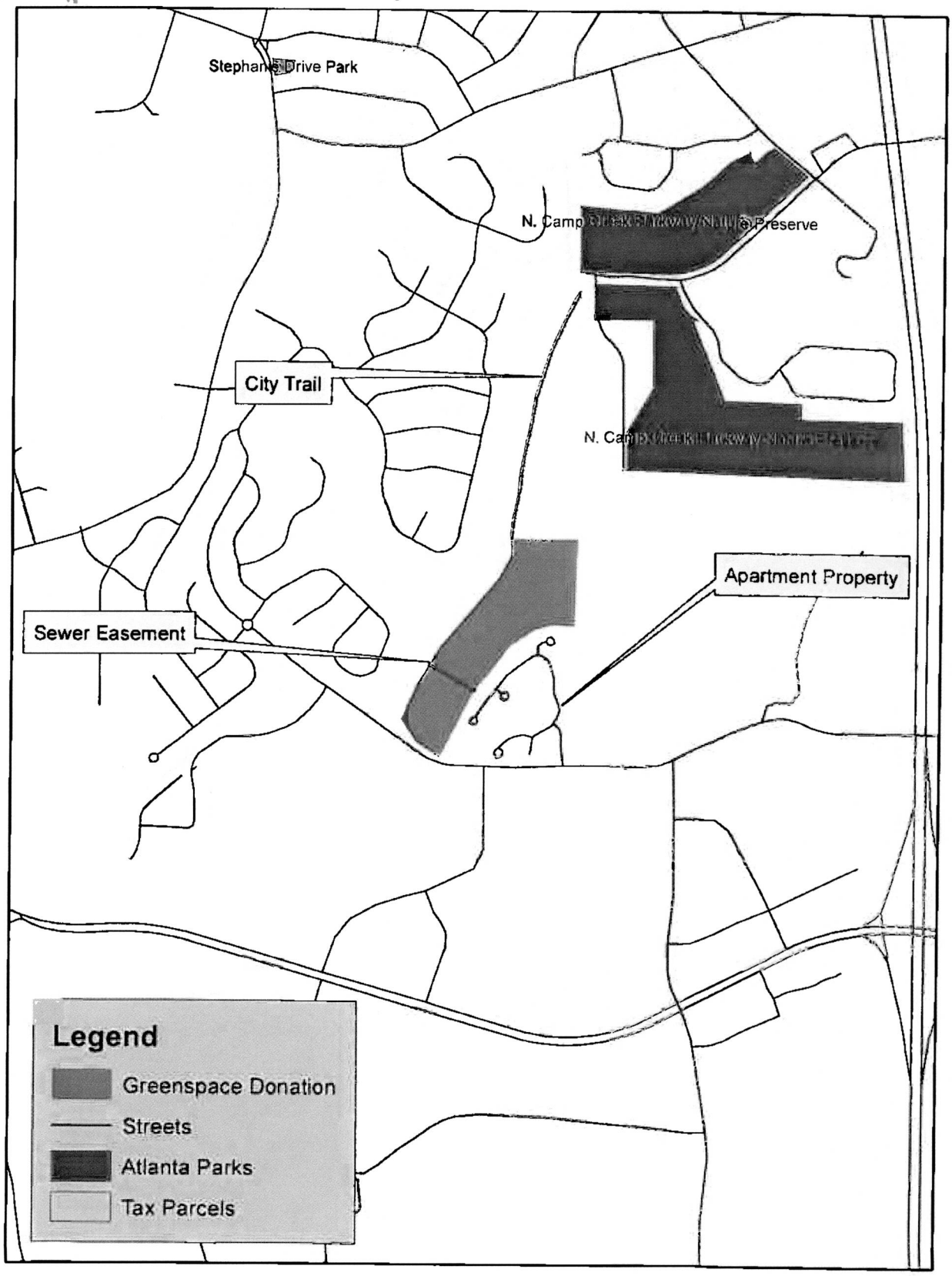
A true copy,
Rhonda Dauphin Johnson
Municipal Clerk

ADOPTED by the Atlanta City Council **OCT 03, 2011**
APPROVED as per City Charter Section 2-403 **OCT 12, 2011**

EXHIBIT A

Map of Greenspace and Apartment Property

Exhibit A
Princeton Lakes Apartments, LLC
Greenspace Donation



Park Design 8/22/11

EXHIBIT B

Limited Warranty Deed for Greenspace Property with Reserved Sewer Easement

(Above Reserved for Recording)

After recording, please return to:
Chris Atkinson, Esq.
Atkinson & Cullen, LLC
225 Midland Avenue
Monroe, Georgia 30655

STATE OF GEORGIA

COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made effective as of the ____ day of _____, 2011, between **PRINCETON LAKES APARTMENTS LLC,** a Delaware limited liability company ("Grantor"), and **CITY OF ATLANTA, GEORGIA,** a municipal corporation and political subdivision of the State of Georgia ("Grantee");

WITNESSETH:

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby transfer and convey unto Grantee, that certain real property lying in Fulton County, Georgia being more fully described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, if any, together with all rights, members and appurtenances in any manner appertaining or belonging to said property (collectively the "Greenspace Property");

TO HAVE AND TO HOLD the Greenspace Property unto Grantee forever in fee simple; subject only to those matters described on Exhibit "B" attached hereto and made a part hereof (hereinafter the "Permitted Encumbrances") and Grantor shall warrant and forever defend the right, title and interest to the Greenspace Property unto Grantee against the claims of all persons claiming by, through or under Grantor but against none other. "Grantor", "Grantors" and "Grantee" shall include their respective heirs, successors and assigns;

AND GRANTOR does hereby expressly reserve unto Grantor, for the benefit of Grantor and the Grantor's adjoining property *not* herein conveyed (such adjoining Grantor property being more particularly described on Exhibit "D" attached hereto and made a part hereof and herein

referred to as the "Apartment Property"), a sewer easement for the maintenance, operation and use of sanitary sewer lines serving the Apartment Property, over, under, across and through that portion of the Property herein conveyed to Grantee more particularly described in Exhibit "E" attached hereto and made a part hereof. Such sewer easement is hereby reserved pursuant to the terms and conditions set forth in Exhibit "C".

IN WITNESS WHEREOF, Grantor has executed this Deed under seal on the day and year set forth above.

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires:_____

[NOTARIAL SEAL]

GRANTOR:

PRINCETON LAKES APARTMENTS LLC, a Delaware limited liability company

By: HDC Partners Camp Creek 5, LLC, a Georgia limited liability company, its Manager

By:_____
David S. Hathaway
Manager

This Deed and the terms and conditions herein contained, including without limitation the terms and conditions set forth in Exhibit ___ hereto, are hereby acknowledged, accepted and agreed to by Grantee, under seal, this ____, day of _____, 2011.

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires:_____

[NOTARIAL SEAL]

GRANTEE:

CITY OF ATLANTA, a municipal corporation and political subdivision of the State of Georgia

By:_____
Mayor

Attest:_____
City Clerk

[CITY SEAL]

Exhibit "A"

Legal Description of the Greenspace Property

LEGAL DESCRIPTION
TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 2 OF THE 14TH FF DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/2" REBAR FOUND INTERSECTING THE NORTHERN RIGHT-OF-WAY OF CAMP CREEK MARKETPLACE WITH THE LAND LOT LINES COMMON TO LAND LOTS 250 AND 2; THENCE LEAVING SAID RIGHT-OF-WAY ALONG SAID LAND LOT LINE NORTH 01 DEGREES 01 MINUTES 31 SECONDS EAST A DISTANCE OF 1121.50 FEET TO A POINT; THENCE NORTH 00 DEGREES 14 MINUTES 23 SECONDS WEST, A DISTANCE OF 855.77 FEET TO A 5/8" REBAR FOUND ON THE SOUTHERN RIGHT-OF -WAY OF REDWINE ROAD (VARIABLE RIGHT-OF-WAY); THENCE CROSSING SAID RIGHT-OF-WAY NORTH 02 DEGREES 06 MINUTES 01 SECONDS WEST A DISTANCE OF 91.67 FEET TO A POINT; THENCE, NORTH 00 DEGREES 44 MINUTES 51 SECONDS EAST A DISTANCE OF 687.05 FEET TO A POINT;
THENCE NORTH 00 DEGREES 09 MINUTES 12 SECONDS WEST A DISTANCE OF 364.87 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 87 DEGREES 47 MINUTES 02 SECONDS WEST A DISTANCE OF 88.14 FEET TO A POINT; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS WEST A DISTANCE OF 83.16 FEET TO A POINT; THENCE SOUTH 79 DEGREES 34 MINUTES 17 SECONDS WEST A DISTANCE OF 80.57 FEET TO A POINT; THENCE SOUTH 68 DEGREES 55 MINUTES 52 SECONDS WEST A DISTANCE OF 63.56 FEET TO A POINT; THENCE SOUTH 61 DEGREES 34 MINUTES 34 SECONDS WEST A DISTANCE OF 107.24 FEET TO A POINT; THENCE SOUTH 53 DEGREES 17 MINUTES 29 SECONDS WEST A DISTANCE OF 126.76 FEET TO A POINT; THENCE SOUTH 35 DEGREES 54 MINUTES 06 SECONDS WEST A DISTANCE OF 258.12 FEET TO A POINT; THENCE SOUTH 39 DEGREES 32 MINUTES 19 SECONDS WEST A DISTANCE OF 705.23 FEET TO A POINT; THENCE SOUTH 64 DEGREES 32 MINUTES 58 SECONDS WEST A DISTANCE OF 109.49 FEET TO A POINT; THENCE NORTH 54 DEGREES 58 MINUTES 52 SECONDS WEST A DISTANCE OF 370.58 FEET TO A POINT LOCATED IN THE CENTERLINE OF NORTH FORK CAMP CREEK; THENCE ALONG SAID CENTERLINE OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES; NORTH 62 DEGREES 02 MINUTES 39 SECONDS EAST A DISTANCE OF 10.70 FEET TO A POINT; THENCE NORTH 38 DEGREES 49 MINUTES 12 SECONDS EAST A DISTANCE OF 45.68 FEET TO A POINT; THENCE NORTH 05 DEGREES 42 MINUTES 39 SECONDS EAST A DISTANCE OF 41.91 FEET TO A POINT; THENCE NORTH 42 DEGREES 54 MINUTES 41 SECONDS EAST A DISTANCE OF 121.99 FEET TO A POINT; THENCE NORTH 32 DEGREES 46 MINUTES 02 SECONDS EAST A DISTANCE OF 272.31 FEET TO A POINT; THENCE NORTH 12 DEGREES 57 MINUTES 37 SECONDS EAST A DISTANCE OF 64.04 FEET TO A POINT; THENCE NORTH 46 DEGREES 52 MINUTES 23 SECONDS EAST A DISTANCE OF 63.43 FEET TO A POINT; THENCE NORTH 36 DEGREES 06 MINUTES 15 SECONDS EAST A DISTANCE OF 293.27 FEET TO A POINT; THENCE NORTH 29 DEGREES 26 MINUTES 22 SECONDS EAST A DISTANCE OF 165.26 FEET TO A POINT; THENCE NORTH 43 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 112.42 FEET TO A POINT; THENCE NORTH 10 DEGREES

19 MINUTES 04 SECONDS EAST A DISTANCE OF 35.85 FEET TO A POINT; THENCE NORTH 30 DEGREES 56 MINUTES 31 SECONDS EAST A DISTANCE OF 67.00 FEET TO A POINT; THENCE NORTH 42 DEGREES 09 MINUTES 18 SECONDS EAST A DISTANCE OF 67.55 FEET TO A POINT; THENCE NORTH 48 DEGREES 22 MINUTES 40 SECONDS EAST A DISTANCE OF 133.25 FEET TO A POINT; THENCE NORTH 39 DEGREES 01 MINUTES 30 SECONDS EAST A DISTANCE OF 116.33 FEET TO A POINT; THENCE NORTH 11 DEGREES 37 MINUTES 20 SECONDS EAST A DISTANCE OF 63.99 FEET TO A POINT; THENCE NORTH 10 DEGREES 00 MINUTES 33 SECONDS WEST A DISTANCE OF 34.73 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF NORTH FORK CAMP CREEK SOUTH 88 DEGREES 46 MINUTES 04 SECONDS EAST A DISTANCE OF 576.22 FEET TO A ½" " REBAR FOUND AT ON THE LAND LOT LINE COMMON TO LAND LOTS 2, 3, AND 255; THENCE ALONG SAID LAND LOT LINE COMMON TO LAND LOTS 2 AND 255 SOUTH 00 DEGREES 09 MINUTES 12 SECONDS EAST A DISTANCE OF 629.13 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,003,841 SQUARE FEET OR 23.045 ACRES.

MUNICIPAL CLERK OFFICE

Exhibit "B"

Permitted Encumbrances

1. Riparian rights incident to the Property.
2. All easements, restrictions, covenants and encumbrances affecting the Property.
3. All matters that would as disclosed by a current, accurate survey of the Property.
4. All reservations, conditions and provisions contained in this Deed.

Exhibit "C"

Reservation of Sewer Easement

1. Easements. Grantor does hereby expressly reserve unto Grantor, for the benefit of Grantor and the Grantor's adjoining property more particularly described on Exhibit "D" attached hereto and made a part hereof (herein referred to as the "Apartment Property"), a perpetual, non-exclusive easement in, on, over, under, across and through that certain portion of the Greenspace Property described on attached hereto as Exhibit "E" (the "Easement Area") for the following purposes:

The installation, construction, use, maintenance, testing, inspection and repair of such sanitary sewer lines necessary to serve the Apartment Property, together with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, and together with all rights, members and appurtenances to said easement in any way appertaining or belonging. The easement reserved herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes described herein together with the right of ingress and egress across the Greenspace Property for the purposes reserved herein but such ingress and egress shall be limited to only those areas reasonably necessary for Grantor's installation, inspection, repair and maintenance of the sanitary sewer lines, manholes and related facilities (collectively, the "Facilities") located within the Easement Area.

Nothing contained herein shall prevent Grantee's use of the Greenspace Property and Easement Area as greenspace; provided such activities do not impair, interrupt, limit or otherwise interfere with Grantor's rights hereunder and sanitary sewer service to the Apartment Property.

2. Use of Easements. Grantor shall operate, maintain and repair the Facilities within the Easement Area solely at its risk and expense and at no cost to Grantee; and Grantee is specifically relieved of any responsibility for damage to the Facilities and property of Grantor located within the Easement Area resulting or occurring from the use of the Easement Area by Grantor as provided herein. Grantor covenants not to sue Grantee for damage to the Facilities and property of Grantor resulting or occurring from the use of the Easement Area by Grantor as provided herein. Grantee shall be responsible for any expenses associated with Grantee's activities within the Greenspace Property resulting in damage to the Facilities.

a. Grantor will be responsible for all aspects of its and its agents, contractors, and subcontractors actions within the Easement Area and must exercise the appropriate degree of care and control of, and accepts responsibility for, the performance of all those persons or entities.

b. Except for (i) emergency conditions involving public health or safety conditions and (ii) normal and routine maintenance for which no additional permitting from the City of Atlanta is required, no maintenance, operation or repair within the Easement Area shall be performed until: (a) Grantor submits to Grantee plans, specifications and schedules for the maintenance, operation or repair of the Facilities within the Easement Area that Grantor proposes to perform; and (b) such plans, specifications and schedules for the proposed inspection,

maintenance, repair or replacement shall be approved in writing by the Grantee. Such approval shall not be unreasonably withheld, conditioned, or delayed. Grantee shall have the right at any time and from time to time to inspect any maintenance, operation or repair performed by Grantor within the Easement Area for which Grantor has submitted plans to Grantee as aforesaid. In the event Grantor should fail or refuse to maintain, operate or repair the Facilities or Easement Area in good repair and in a sound and functional condition (to the extent the same are necessary for the improvements on the Apartment Property), Grantee shall have the right, after thirty (30) days' written notice to Grantor, to enter the Easement Area and perform such maintenance or repair and in which event Grantor shall reimburse Grantee on demand for any such costs and expenses incurred by Grantee under such circumstances; provided, however, that no such notice shall be required by Grantee in the case of an emergency condition affecting the public health, safety or general welfare.

Notwithstanding anything to the contrary contained herein, and except for damage to the Greenspace Property occasioned by Grantor's normal exercise of its work, repair or other easement rights herein in which event Grantor shall restore the surface of such portion of the Greenspace Property as contemplated by Section 2c below, Grantor agrees to reimburse Grantee for all cost and expense for any damage to Grantee's property located outside the Easement Area as a result of Grantor's use of the Easement Area as provided herein.

c. Any construction, maintenance, operation, repair, work, use or activities performed on or within the Easement Area by Grantor shall be performed in a good and workmanlike manner, in accordance with this Exhibit C and all applicable governmental requirements, permits and approvals, and must be done in such a prudent manner to take all precautions and measures to protect the public from harm during any construction or work within the Easement Area. The Greenspace Property shall be left in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas, permitted landscaped and grassed areas and other permitted improvements which may have been disturbed by such work are restored to their former condition as nearly as practicable. Once commenced, such work shall be diligently pursued to completion and shall be completed within a reasonable time, subject to delays caused by matters beyond the reasonable control of the party performing such work. Upon completion of the work, the area affected by such work shall promptly be restored and left in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas, landscaped and grassed areas are restored as nearly as possible, to its condition prior to such work. Except in the case of emergency, all work within the Easement Area must be done between 6 a.m. and 6 p.m.

d. Without limiting any other rights and remedies Grantee may have, in the event Grantor fails or refuses, after written notice from Grantee and a reasonable opportunity to cure, to properly repair any damage to any Greenspace Property located outside the Easement Area caused by Grantor, Grantee shall have the right, but not the obligation, to repair such damage at the Grantee's expense, and Grantor shall promptly reimburse Grantee upon demand for such costs and expenses incurred; provided that, in the event of any emergency, no prior notice to Grantor shall be required and Grantee shall be permitted to repair immediately such damage at the Grantor's expense.

e. Grantee shall not be required to assume any expense in connection with or incident to any construction, maintenance, use or repair of the Facilities located within the Easement Area and shall be exempt from any and all charges, costs or assessments of any kind or character on account of Grantor's activities and use of the Easement Area. Grantee shall be responsible for any expenses associated with Grantee's activities within the Greenspace Property resulting in damage to the Facilities.

f. If, at any time, the easement herein reserved or any part thereof, shall no longer be used by Grantor, its successors or assigns, Grantee may request Grantor execute a quitclaim deed formally evidencing the termination of said easement.

g. No expansions or additions, other than ordinary and necessary repair, replacements and maintenance, shall be made to the Facilities located in the Easement Area without the prior written consent of Grantee.

h. Except during repairs or emergencies, the easements and Grantor's construction, use and maintenance of the Facilities located within the Easement Area shall not be detrimental to Grantee's use of the Greenspace Property for greenspace purposes; specifically, and without limitation, Grantee's and the public's access through the Greenspace Property for greenspace purposes shall remain open at all times (subject to limited periods for repairs and emergencies) and in no way shall Grantor's use of the Easement Area block such access (except for limited periods as aforesaid).

3. Insurance, Indemnification. Grantor agrees to indemnify, defend and hold harmless Grantee, its agents, officials, and employees from payment of any sum, claim, suit or regulatory action resulting from injuries (including death) to any person or damage to any property of Grantee which is in any manner attributable to Grantor or any of its agents, representatives, contractors, subcontractors use of the Easement Area.

Grantor further agrees to maintain, and require its contractors or subcontractors performing work within the Easement Area to maintain insurance according to the limits required by the Grantee at the time the work is performed. The City of Atlanta will be listed as an additional insured and provide that such insurance shall not be cancelled without at least (30) days notice to Grantee. Grantor shall provide a copy of the insurance certificate evidencing such insurance coverage prior to the commencement of work within the Easement Area (provided that, in the event of emergency repair, such repair may be commenced immediately and evidence of such insurance shall be provided to Grantee concurrently therewith or promptly thereafter).

4. Notice. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be given in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid for mail by registered or certified mail with return receipt requested, or in the alternative by express mail or courier; provided, however, that the time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of address changes of which no notice has been given shall constitute receipt of the notice, demand or request sent.

Any such notice, demand or request shall be sent to the respective address as follows:

As to Grantee:

City of Atlanta
Department of Parks Recreation and Cultural Affairs
233 Peachtree Street, Suite 1700
Atlanta, Georgia 30303
Attn: Commissioner George Dusenbury

with copies to:

City of Atlanta
Department of Law
Attn: City Attorney
Suite 4100
68 Mitchell Street
Atlanta, Georgia 30303

As to Grantor:

Princeton Lakes Apartments LLC
5901-C Peachtree Dunwoody Road, Suite 125
Atlanta, Georgia 30328

Any party may, however, at any time, change its address for notification purposes by giving to the other party, a notice in the manner herein provided stating the change and setting forth the new address.

MUNICIPAL CLERK OFFICE

Exhibit "D"

Legal Description of the Apartment Property

LEGAL DESCRIPTION
TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 2 OF THE 14TH FF DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/2" REBAR FOUND INTERSECTING THE NORTHERN RIGHT-OF-WAY OF CAMP CREEK MARKETPLACE WITH THE LAND LOT LINES COMMON TO LAND LOTS 250 AND 2; THENCE LEAVING SAID RIGHT-OF-WAY ALONG SAID LAND LOT LINE NORTH 01 DEGREES 01 MINUTES 31 SECONDS EAST A DISTANCE OF 1121.50 FEET TO A POINT; THENCE NORTH 00 DEGREES 14 MINUTES 23 SECONDS WEST, A DISTANCE OF 855.77 FEET TO A 5/8" REBAR FOUND ON THE SOUTHERN RIGHT-OF -WAY OF REDWINE ROAD (VARIABLE RIGHT-OF-WAY); THENCE CROSSING SAID RIGHT-OF-WAY NORTH 02 DEGREES 06 MINUTES 01 SECONDS WEST A DISTANCE OF 91.67 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89 DEGREES 50 MINUTES 36 SECONDS WEST A DISTANCE OF 446.56 FEET TO A POINT; THENCE NORTH 85 DEGREES 16 MINUTES 10 SECONDS WEST A DISTANCE OF 75.24 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 36 SECONDS WEST A DISTANCE OF 222.10 FEET TO A POINT; THENCE SOUTH 86 DEGREES 02 MINUTES 47 SECONDS WEST A DISTANCE OF 83.71 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 36 SECONDS WEST A DISTANCE OF 95.86 FEET TO A POINT; THENCE 72.55 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 463.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 85 DEGREES 21 MINUTES 14 SECONDS WEST, 72.48 FEET TO A POINT; THENCE, 209.16 FEET ALONG THE ARC OF A CURVE, DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 463.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 55 MINUTES 21 SECONDS 207.39 FEET TO A POINT; THENCE, NORTH 54 DEGREES 58 MINUTES8.12 FEET TO A POINT; THENCE, NORTH 53 DEGREES 17 MINUTES 29 SECONDS EAST A DISTANCE OF 126.76 FEET TO A POINT; THENCE, NORTH 61 DEGREES 34 MINUTES 34 SECONDS EAST A DISTANCE OF 107.24 FEET TO A POINT; THENCE, NORTH 68 DEGREES 55 MINUTES 52 SECONDS EAST A DISTANCE OF 63.56 FEET TO A POINT; THENCE, NORTH 79 DEGREES 34 MINUTES 17 SECONDS EAST A DISTANCE OF 80.57 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 39 MINUTES 36 SECONDS EAST A DISTANCE OF 83.16 FEET TO A POINT; THENCE, SOUTH 87 DEGREES 47 MINUTES 02 SECONDS EAST A DISTANCE OF 88.14 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 09 MINUTES 12 SECONDS EAST A DISTANCE OF 364.87 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 44 MINUTES 51 SECONDS WEST A DISTANCE OF 687.05 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 815,273 SQUARE FEET OR 18.716 ACRES.

MUNICIPAL CLERK OF THE

Exhibit "E"

Legal Description of the Easement Area

LEGAL DESCRIPTION
SEWER EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 2 OF THE 14TH FF DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/2" REBAR FOUND AT THE INTERSECTIONS OF THE SOUTHEAST CORNER OF LAND LOT 3, THE NORTHEAST CORNER OF LAND LOT 2 AND THE LINE COMMON TO THE WESTERLY LINE OF LAND LOT 255; THENCE ALONG THE LAND LOT LINE COMMON TO LAND LOTS 2 AND 255 SOUTH 00 DEGREES 09 MINUTES 12 SECONDS EAST A DISTANCE OF 629.13 FEET TO A POINT; THENCE, NORTH 87 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 88.14 FEET TO A POINT; THENCE, WAY NORTH 88 DEGREES 39 MINUTES 36 SECONDS WEST A DISTANCE OF 83.16 FEET TO A POINT; THENCE, SOUTH 79 DEGREES 34 MINUTES 17 SECONDS WEST A DISTANCE OF 80.57 FEET TO A POINT; THENCE SOUTH 68 DEGREES 55 MINUTES 52 SECONDS WEST A DISTANCE OF 63.56 FEET TO A POINT; THENCE SOUTH 61 DEGREES 34 MINUTES 34 SECONDS WEST A DISTANCE OF 107.24 FEET TO A POINT; THENCE SOUTH 53 DEGREES 17 MINUTES 29 SECONDS WEST A DISTANCE OF 126.76 FEET TO A POINT; THENCE, SOUTH 35 DEGREES 54 MINUTES 06 SECONDS WEST A DISTANCE OF 258.12 FEET TO A POINT; THENCE SOUTH 39 DEGREES 32 MINUTES 19 SECONDS WEST A DISTANCE OF 201.87 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 58 DEGREES 58 MINUTES 51 SECONDS EAST A DISTANCE OF 377.11 FEET TO A POINT; THENCE NORTH 32 DEGREES 10 MINUTES 35 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 58 DEGREES 58 MINUTES 51 SECONDS EAST A DISTANCE OF 379.11 FEET TO A POINT; THENCE SOUTH 39 DEGREES 32 MINUTES 19 SECONDS WEST A DISTANCE OF 20.22 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 7,568 SQUARE FEET OR 0.174 ACRES.

RCS# 1451
10/03/11
2:50 PM

Atlanta City Council

REGULAR SESSION

CONSENT I CONSENT AGENDA SECTION I OF OCT. 3, 2011

ADOPT

YEAS:	13
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	3
EXCUSED:	0
ABSENT	0

Y Smith	Y Archibong	Y Moore	Y Bond
NV Hall	Y Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		10-03-11
ITEMS ADOPTED ON CONSENT	**ITEMS ADVERSED ON CONSENT**	
1. 11-O-1418 2. 11-O-1319 3. 11-O-1320 4. 11-O-1321 5. 11-O-1322 6. 11-O-1324 7. 11-O-1346 8. 11-O-1405 9. 11-O-1408 10. 11-O-1409 11. 11-O-1314 12. 11-O-1315 13. 11-O-1316 14. 11-O-1311 15. 11-O-1241 16. 11-O-1413 17 11-R-1378 18. 11-R-1379 19. 11-R-1386 20. 11-R-1403 21. 11-R-1384 22. 11-R-1385 23. 11-R-1381 24. 11-R-1416 25. 11-R-1373 26. 11-R-1423 27. 11-R-1387 28. 11-R-1388 29. 11-R-1389 30. 11-R-1390 31. 11-R-1391 32. 11-R-1392 33. 11-R-1393 34. 11-R-1394 35. 11-R-1395 36. 11-R-1396	37. 11-R-1397 38. 11-R-1398 39. 11-R-1399 40. 11-R-1400 41. 11-R-1401 42. 11-R-1402	