

#9

13-0-0168

(Do Not Write Above This Line)

AN ORDINANCE BY
COUNCILMEMBER HOWARD
SHOOK *Howard Shook*

AN ORDINANCE TO EXCHANGE
REAL PROPERTY PROPOSED FOR
IMPROVEMENT AS RIGHT OF WAY
TO EXTEND LAKESIDE DRIVE AND
WRIGHT AVENUE FOR REAL
PROPERTY PROPOSED FOR
IMPROVEMENT AS RIGHT OF WAY
TO EXTEND LAKESIDE DRIVE AND
WRIGHT AVENUE IN A NEW
CONFIGURATION; TO AUTHORIZE
THE MAYOR TO ENTER INTO AN
AGREEMENT FOR CONSTRUCTION
OF STREETS ON THE NEW RIGHT
OF WAY IN EXCHANGE FOR
IMPACT FEE CREDITS; TO
CLARIFY CERTAIN LANGUAGE IN
ORDINANCE 07-O-1928; AND FOR
OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred 1/22/13

Referred To: City Utilities

Date Referred _____

Referred To: _____

Date Referred _____

Referred To: _____

First Reading

Committee _____

Date _____

Chair _____

Referred To _____

Committee City Utilities

Date Jan. 29 2013

Chair H. Shook

Action Fav, Adv, Hold (See rev. side)

Other _____

Members _____

Carla Smith

Madrean

Alvin

CP

Refer To _____

Committee _____

Date _____

Chair _____

Action _____

Fav, Adv, Hold (See rev. side) _____

Other _____

Members _____

Refer To _____

Committee _____

Date _____

Chair _____

Action _____

Fav, Adv, Hold (See rev. side) _____

Other _____

Members _____

ADOPTED BY

FEB 0 4 2013

COUNCIL

Refer To _____

Committee _____

Date _____

Chair _____

Action _____

Fav, Adv, Hold (See rev. side) _____

Other _____

Members _____

Refer To _____

FINAL COUNCIL ACTION

2ND 1ST & 2ND 3RD

Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED

FEB 0 4 2013

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED

FEB 0 4 2013

Rhonda Daughlin Johnson

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

FEB 1 3 2013

WITHOUT SIGNATURE
BY OPERATION OF LAW



CITY COUNCIL
ATLANTA, GEORGIA
Howard Shook

13-0-0168

**AN ORDINANCE BY
COUNCILMEMBER HOWARD SHOOK**

AN ORDINANCE TO EXCHANGE REAL PROPERTY PROPOSED FOR IMPROVEMENT AS RIGHT OF WAY TO EXTEND LAKESIDE DRIVE AND WRIGHT AVENUE FOR REAL PROPERTY PROPOSED FOR IMPROVEMENT AS RIGHT OF WAY TO EXTEND LAKESIDE DRIVE AND WRIGHT AVENUE IN A NEW CONFIGURATION; TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF STREETS ON THE NEW RIGHT OF WAY IN EXCHANGE FOR IMPACT FEE CREDITS; TO CLARIFY CERTAIN LANGUAGE IN ORDINANCE 07-O-1928; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Ordinance 06-O-1957 a portion of Lakeside Drive between Kingsboro Road and Wright Avenue was abandoned by the City in exchange for new right of way; and

WHEREAS, pursuant to Ordinance 07-O-1928, the legal descriptions were revised for the proposed abandonment and dedication exchange to reflect a configuration with reduced curvatures, increased sight distance and enhanced traffic safety; and

WHEREAS, pursuant to Ordinance 07-O-1928, TRG Georgia City Place, LLC (“TRG”), as successor-in-interest to Trelcom Development, Ltd., and the City of Atlanta exchanged deeds granting TRG portions of Lakeside Drive and Oak Valley Road and granting the City of Atlanta certain real property to be improved as right-of-way in the configuration approved pursuant to Ordinance 07-O-1928 and such deeds were recorded in Deed Book 46159, Page 151 and Deed Book 46159, Page 160 in the Office of the Clerk of Superior Court of Fulton County, Georgia (collectively, the “Deeds”); and

WHEREAS, the real property conveyed to the City of Atlanta by the Deeds has not been improved as right-of-way; and

WHEREAS, the abandoned right of way exchanged by the Deeds has not been altered or improved leaving the infrastructure of Lakeside Drive between Kingsboro Road and Wright Avenue in the configuration that existed prior to the recording of the Deeds; and

WHEREAS, City Place Buckhead, LLC (“CPB”) is the successor-in-interest to TRG’s interest in the City Place development consisting of approximately 16.6 acres abutting Oak Valley Road, Lakeside Drive, Kingsboro Road, Roxboro Road, East Paces Ferry Road and Wright Avenue and as generally identified in Exhibit C to Ordinance 07-O-1928 (“City Place”); and

WHEREAS, CPB has created a master plan for City Place that creates separate development parcels centered around a park area with a new street grid providing access to the park and the development parcels as more particularly shown on Exhibit “A” attached to this Ordinance (the “Master Plan”); and



WHEREAS, there has been no approval of a plat for the development of the real property adjoining the right-of-way configuration evidenced by the Deeds and all adjoining property is in the same ownership; and

WHEREAS, since the configuration of the street infrastructure approved by O7-O-1928, the property has been rezoned and is under the development controls imposed by the SPI-12 Buckhead/Lenox Stations Public Interest District zoning regulations; and

WHEREAS, to meet its obligations to provide the greenspace required by the revised SPI-12 Buckhead/Lenox Stations Public Interest District, CPB intends to provide one consolidated green space area in connection with the redevelopment of City Place rather than providing separate open space areas within each development; and

WHEREAS, to implement the Master Plan, a further exchange is necessary to convey to CPB portions of the real property dedicated to the City of Atlanta for right-of-way in the Deeds, and to dedicate to City of Atlanta the real property evidenced on the Master Plan as a proposed street grid; and

WHEREAS, the new street configuration in the Master Plan provides improved connectivity and is consistent with the purpose and intent of the revised SPI-12 Buckhead/Lenox Stations Public Interest District regulations; and

WHEREAS, the proposed street configuration in the Master Plan should not adversely affect traffic flow in the area when completed; and

WHEREAS, the Office of Planning and the Development Review Committee for SPI-12 Buckhead/Lenox Stations Public Interest District have reviewed the proposed new street configuration and support this configuration; and

WHEREAS, the area of the real property proposed for dedication to the City of Atlanta is greater than the real property proposed for conveyance to CPB; and

WHEREAS, Section 2-1543 of the Code of Ordinances allows the Chief Procurement Officer to exchange real property on a square-foot by square-foot basis; and

WHEREAS, Section 2-1544 of the Code of Ordinances authorizes the City to accept, as a donation of property, any excess real property above and beyond the square footage being conveyed by the City to CPB; and

WHEREAS, CPB desires to make the exchange without an appraisal or exchange of funds and proceed under Sections 2-1543 and 2-1544; and

WHEREAS, the Office of Enterprise Assets Management agrees the real property to be exchanged is in such close proximity and is being used for the same purpose that an appraisal will be unnecessary to determine value given and received by the City because



the City is receiving more square footage of real property in the transaction as a dedication without cost; and

WHEREAS, the parties intend that the exchange of deeds will occur upon approval of this Ordinance, subject to any conditions herein contained, and concurrently with the development of the Master Plan, CPB, or its successors-in-interest in City Place, shall improve the real property conveyed to the City in accordance with the applicable City of Atlanta right-of-way standards; and

WHEREAS, for the convenience of the parties the deed(s) conveying property to the City of Atlanta as authorized pursuant to this Ordinance shall be allowed to reserve a temporary construction easement in favor of CPB and its successors-in-interest to allow the improvement of the real property conveyed to the City of Atlanta to applicable City of Atlanta right-of-way standards; and

WHEREAS, in connection with the development of the Master Plan, CPB will agree to enter into an agreement with the City to build streets according to City standards that will traverse the new right of way and connect to the existing right of way; and

WHEREAS, CPB wishes to clarify certain language in Ordinance 07-O-1928 concerning a transportation impact fee credit cap of \$1,168,000.00; and

WHEREAS, the exchange of property approved by this ordinance will encourage redevelopment of approximately 16.6 acres abutting Oak Valley Road, Lakeside Drive, Kingsboro Road, Roxboro Road, East Paces Ferry Road and Wright Avenue in a manner that is consistent with the SPI-12 Buckhead/Lenox Stations Public Interest District;

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, AS FOLLOWS:

Section 1: That the real property as described in the legal description provided on the attached Exhibit "B" (the "City Tract"), is hereby declared no longer useful or necessary for the public's use or convenience.

Section 2: That the Chief Procurement Officer is hereby authorized to exchange the City Tract for the real property as described in the legal description provided on the attached Exhibit "C" (the "CPB Tract"), subject to the terms and requirements of this Ordinance (the "Exchange"). To the extent that the terms of Section 2-1541(b), 2-1543 or other sections of the Real Estate Code conflict with the structure of this transaction as set forth herein, the conflicting provisions are waived.

Section 3: That the Chief Procurement Officer shall be authorized to obtain title reports and land surveys, negotiate with CPB or its successors-in-interest and, if necessary, obtain an appraisal and in connection with the Exchange but an appraisal is not required in connection with the Exchange provided that the City receives more square footage of real property in the Exchange.



Section 4: No compensation shall be owed by the City of Atlanta or CPB and its successors-in-interest for CPB's conveyance of the CPB Tract to the City of Atlanta in exchange for the City of Atlanta's conveyance of the City Tract to CPB. All costs for title reports, land surveys the recording of any deeds and other costs of closing shall be borne by CPB.

Section 5: The Mayor is hereby authorized to execute all documents necessary to facilitate the Exchange, including but not limited to: (i) a quitclaim deed conveying the City Tract to CPB that is to be conveyed to CPB upon delivery of a deed to the City for the CPB Tract; and (ii) an agreement between CPB and the City which provides that CPB shall construct streets and infrastructure on the City of Atlanta right of way on the CPB Tract and connect to City streets and infrastructure adjacent thereto.

Section 6: That any and all reservations for existing public or private utility easements on the City Tract or the CPB Tract shall remain in effect for the purpose of entering the property to operate, maintain, or replace said utility facilities. These easements shall remain in effect until such time that said utilities are abandoned, removed or relocated, at which time, said easements shall expire.

Section 7: As a condition for the City agreeing to complete the Exchange, CPB agrees to bind any successor or assign taking any interest in any property described in the Master Plan to enter into an agreement with the City to construct streets and other infrastructure, appurtenant to and customarily associated with the construction of streets, according to the City standards on the CPB Tract and connect to the adjacent City streets such that full connectivity will be maintained across the CPB Tract. The obligation to enter into such agreement with the City, however it is passed by CPB to any successor or assign, shall include as a condition that such work shall be completed prior to a certificate of occupancy being issued for any development anywhere on the property described in the Master Plan; provided however that after the obligation of CPB of providing for such construction has passed to a successor or assign of any property described in the Master Plan and an agreement has been executed with the City that it shall be at the option of CPB whether to jointly bind further successors or assigns to become signatories to the agreement with the City; and

Section 8: The existence of the agreement with the City to construct streets and infrastructure on the CPB Tract as set forth in Section 7 shall not be sufficient to satisfy the obligation of CPB or CPB's successors and assigns wherever located on the property described in the Master Plan with respect to the creation of streets across the CPB Tract. It is a requirement and condition of this ordinance that no certificate of occupancy shall be issued for any development anywhere on the property described in the Master Plan until the actual construction of streets and other infrastructure, appurtenant to and customarily associated with the construction of streets, according to the City standards has been completed on the CPB Tract and connected such streets and infrastructure to the adjacent City streets without regard for whether the agreement with the City provided for in Section 7 of this Ordinance has been executed. By acceptance of the City Tract, CPB acknowledges and agrees to this condition for itself and its successor and assigns



Section 9: That the quitclaim deed by CPB to the City of Atlanta conveying the CPB Tract shall contain a temporary construction easement for construction of right-of-way improvements to applicable City of Atlanta standards.

Section 10: That the exchange of deeds to effectuate the Exchange shall occur simultaneously at a date and time agreed upon by the parties.

Section 11: That CPB, or its successors-in-interest, shall be entitled to seek transportation impact fee credits applicable to the development of any of the parcels within City Place in exchange for improvement of the CPB Tract as right-of-way according to applicable City of Atlanta standards. In that the configuration of the right of way and the obligations of the parties have been changed, the transportation impact fee credit cap of \$1,168,000.00 provided in Ordinance 07-O-1928 shall be superseded by this Ordinance and shall be of no effect.

Section 12: This ordinance shall be effective when signed by the Mayor or as provided by operation of law.

A true copy,

Deputy Municipal Clerk

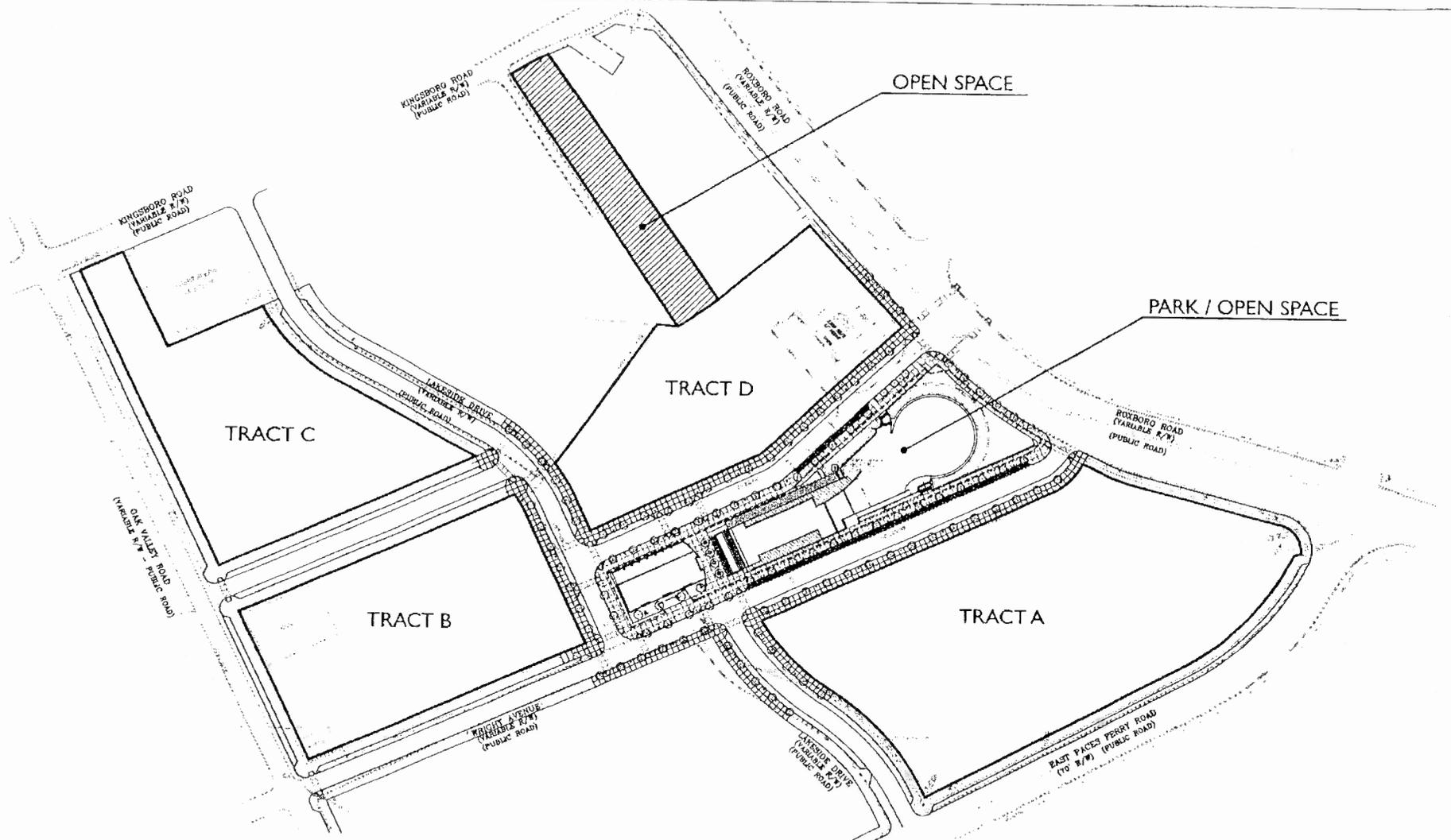
ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

February 04, 2013
February 13, 2013



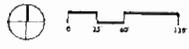
EXHIBIT "A"

CITY PLACE



RIGHT OF WAY DIAGRAM

ATLANTA, GA
January 2013



DATE: 1/13/13



EXHIBIT "B"



After recording please return to:
Seyfarth Shaw LLP
1075 Peachtree Street, N.E., Suite 2500
Atlanta, GA 30309
Attention: Lynn Holliday, Esq.

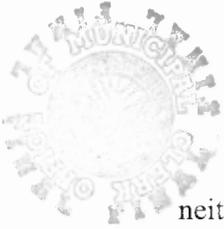
QUITCLAIM DEED

THIS INDENTURE (the "Deed") made and entered into as of the ____ day of _____, 2013, by and between the **CITY OF ATLANTA**, a municipal corporation (hereinafter referred to as "Grantor"), and **CITY PLACE BUCKHEAD, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" shall include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

GRANTOR, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has remised, conveyed and quitclaimed, and by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee all of its right, title and interest in and to the property described in Exhibit A attached hereto and by reference made a part hereof (hereinafter referred to as the "Property").

Any and all reservations for existing recorded public or private utility easements shall remain in effect for the purpose of entering the Property to operate, maintain, or replace said utility facilities. These easements shall remain in effect until such time that said utilities are abandoned, removed, or relocated, at which time said easements shall expire.

This conveyance is made pursuant to Ordinance _____, as adopted by the City Council on _____, 2013, and approved by the Mayor on _____, 2013, said Ordinance is more particularly described on Exhibit B attached hereto and made a part hereof by reference.



TO HAVE AND TO HOLD the said described Property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the said described Property or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor, by its properly authorized officer, has executed and sealed this Quitclaim Deed on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

CITY OF ATLANTA, a municipal corporation

Unofficial Witness

By: _____ (SEAL)

Name: _____

Title: _____

Notary Public

[AFFIX SEAL]

[NOTARIAL SEAL]



EXHIBIT "A"

Being the same property conveyed in Deed Book 46159, Page 151.

LEGAL DESCRIPTION

ROW Dedication 1

All that tract or parcel of land lying and being in Land Lot 9 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Beginning at a 1/2 inch rebar set at the intersection of the northerly right of way of Wright Avenue (having a variable right of way width) with the easterly right of way of Oak Valley Road (having a variable right of way width) being the **Point of Beginning**; thence from said **Point of Beginning** as thus established, thence proceed along the easterly right of way of Oak Valley Road, North 24 degrees 54 minutes 28 seconds West, a distance of 21.14 feet to a 1/2 inch rebar set; thence leaving the easterly right of way of Oak Valley Road, North 64 degrees 17 minutes 56 seconds East, a distance of 554.42 feet to a 1/2 inch rebar set on the westerly right of way of Lakeside Drive (having a variable right of way width); thence along said right of way, South 45 degrees 12 minutes 08 seconds East, a distance of 30.80 feet to a 1/2 inch rebar set on the northerly right of way of Wright Avenue (having a variable right of way width); thence along said right of way, South 65 degrees 09 minutes 37 seconds West, a distance of 365.05 feet to a 1/2 inch rebar set; thence continue along said right of way, South 64 degrees 59 minutes 20 seconds West, a distance of 200.00 feet to a 1/2 inch rebar set at the **Point of Beginning**.

The above described property is shown on a Right-of-Way Dedication Exhibit prepared by Travis Pruitt and Associates, Inc., dated June 7, 2007 as the Wright Avenue Right-of-Way to be Dedicated 1 containing 0.32 Acres.

LEGAL DESCRIPTION

ROW Dedication 2

All that tract or parcel of land lying and being in Land Lot 9 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a 1/2 inch rebar set at the intersection of the northerly right of way of East Paces Ferry Road (having a 70 foot right of way width) with the easterly right of way of Lakeside Drive (having a variable right of way width); thence proceeding along the easterly right of way of Lakeside Drive, North 28 degrees 15 minutes 17 seconds West a distance of 40.00 feet to a **point**; thence continuing along said right of way, following a counterclockwise curve with an arc distance of 231.07 feet, having a radius of 342.75 feet, subtended by a chord bearing and distance of North 47 degrees 32 minutes 24 seconds West, 226.72 feet to a point; thence continuing along said right of way, following a counterclockwise curve with an arc distance of 3.93 feet, having a radius of 257.00 feet, subtended by a chord bearing and distance of North 66 degrees 24 minutes 03 seconds West, 3.93 feet to a point being the **Point of Beginning**; thence from said **Point of Beginning** as thus established, proceeding along the right of way of Lakeside Drive the following courses and distances, along a clockwise curve with an arc distance of 51.29 feet, having a radius of 257.00 feet, subtended by a chord bearing and distance of North



60 degrees 14 minutes 41 seconds West, 51.21 feet to a point; thence South 86 degrees 40 minutes 49 seconds West, a distance of 43.51 feet to a point; thence North 37 degrees 43 minutes 00 seconds West, a distance of 89.70 feet to a point; thence North 37 degrees 46 minutes 48 seconds West, a distance of 12.72 feet to a point; thence North 37 degrees 46 minutes 48 seconds West, a distance of 10.42 feet to a 1/2 inch rebar set; thence leaving said right of way, following a counterclockwise curve with an arc distance of 15.66 feet, having a radius of 84.50 feet, subtended by a chord bearing and distance of North 41 degrees 58 minutes 34 seconds East, 15.64 feet to a point; thence following a clockwise curve with an arc distance of 53.46 feet, having a radius of 75.50 feet, subtended by a chord bearing and distance of North 56 degrees 57 minutes 05 seconds East, 52.35 feet to a point; thence following a counterclockwise curve with an arc distance of 48.04 feet, having a radius of 59.50 feet, subtended by a chord bearing and distance of North 54 degrees 06 minutes 21 seconds East, 46.74 feet to a point; thence North 30 degrees 58 minutes 36 seconds East, a distance of 304.57 feet to a point; thence South 42 degrees 25 minutes 13 seconds East, a distance of 10.53 feet to a point; thence North 47 degrees 36 minutes 40 seconds East, a distance of 56.97 feet to a 1/2 inch rebar set on the westerly right of way of Roxboro Road (having a variable right of way width); thence along said right of way, South 42 degrees 33 minutes 43 seconds East, a distance of 56.84 feet to a point on said right of way, thence following a counterclockwise curve with an arc distance of 8.71 feet, having a radius of 19.50 feet, subtended by a chord bearing and distance of South 43 degrees 46 minutes 13 seconds West, 8.64 feet to a 1/2 inch rebar set; thence leaving said right of way, South 30 degrees 58 minutes 36 seconds West, a distance of 53.42 feet to a point; thence South 52 degrees 46 minutes 41 seconds West, a distance of 32.31 feet to a point; thence South 30 degrees 58 minutes 36 seconds West, a distance of 237.31 feet to a point; thence following a counterclockwise curve with an arc distance of 62.92 feet, having a radius of 84.50 feet, subtended by a chord bearing and distance of South 09 degrees 38 minutes 46 seconds West, 61.47 feet to a point; thence following a clockwise curve with an arc distance of 30.82 feet, having a radius of 75.50 feet, subtended by a chord bearing and distance of South 00 degrees 00 minutes 40 seconds West, 30.61 feet to a point; thence following a counterclockwise curve with an arc distance of 66.16 feet, having a radius of 84.50 feet, subtended by chord bearing and distance of South 10 degrees 43 minutes 19 seconds East, 64.48 feet to a point on the easterly right of way of Lakeside Drive being **Point of Beginning**.

The above described property is shown on a Right-of-Way Dedication Exhibit prepared by Travis Pruitt and Associates, Inc., dated June 7, 2007 as Lakeside Drive Right-of-Way to be Dedicated 2 containing 0.91 Acres.



EXHIBIT B

Ordinance



EXHIBIT "C"



After recording, please return to:

Scyfarth Shaw LLP
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, Georgia 30309
Attn: Lynn Holliday, Esq.

QUITCLAIM DEED

THIS INDENTURE, made and entered into as of this ____ day of _____, 2013, by and between **CITY PLACE BUCKHEAD, LLC**, a Delaware limited liability company ("Grantor"), and **CITY OF ATLANTA**, a municipal corporation ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

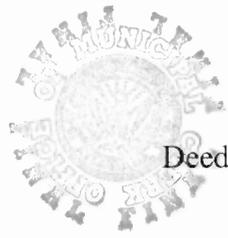
W I T N E S S E T H, T H A T:

GRANTOR, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has remised, conveyed and quitclaimed, and by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee all of its right, title and interest in and to the property described in Exhibit A attached hereto and by reference made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the said described Property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the said described Property or appurtenances, or any rights thereof.

NOTWITHSTANDING THE FOREGOING, GRANTOR hereby reserves onto itself a temporary, nonexclusive construction easement for all reasonable purposes in connection with Grantor's construction and installation of road and associated improvements (including without limitation, landscaping, sidewalks, lighting, utilities, storm water lines and cables) on or under the Property pursuant to Grantee's right of way standards. This temporary construction Easement shall expire automatically as to any portion of the Property upon the earlier of (i) five [5] years and (ii) completion of the construction work and acceptance by Grantee of the road improvements and any public utilities being constructed on said portion of the Property.

[SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Quitclaim Deed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

GRANTOR:

CITY PLACE BUCKHEAD, LLC, a Delaware limited liability company

By: REDUS Properties, Inc., a Delaware corporation, its Manager

By: _____(SEAL)

Name: _____

Title: _____



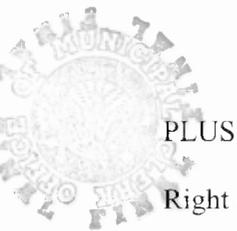
EXHIBIT "A"
Legal Description

Right of Way Dedication Tract 1

All that tract or parcel of land lying in Land Lot 9 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the northerly Right of Way of Wright Avenue (Variable R/W) and the easterly Right of Way of Oak Valley Road (Variable R/W), from point thus established and running thence along the easterly Right of Way of Oak Valley Road North 24° 54' 36" West a distance of 17.54 feet to a point on the proposed Right of Way; thence running along said proposed Right of Way the following courses: North 65° 34' 34" East a distance of 447.36 feet to a point; thence North 24° 52' 27" West a distance of 193.64 feet to a point; thence running along a curve to the left an arc length of 36.84 feet, (said curve having a radius of 209.45 feet, with a chord bearing of North 29° 54' 45" West, and a chord distance of 36.79 feet) to a point at the end of the proposed Right of Way; thence North 57° 30' 29" East a distance of 25.36 feet to an iron pin set at the southernmost end of Lakeside Drive Right of Way (Variable R/W); thence running along said end of Right of Way North 34° 38' 59" East a distance of 36.71 feet to a point at the intersection of the end of Lakeside Drive Right of Way and the northerly proposed Right of Way; thence running along said proposed Right of Way the following courses: along a curve to the right an arc length of 59.10 feet, (said curve having a radius of 269.45 feet, with a chord bearing of South 31° 09' 27" East, and a chord distance of 58.98 feet) to a point; thence South 24° 52' 27" East a distance of 48.68 feet to a point; thence North 64° 54' 14" East a distance of 256.94 feet to a point; thence running along a curve to the left an arc length of 20.24 feet, (said curve having a radius of 62.50 feet, with a chord bearing of North 55° 37' 37" East, and a chord distance of 20.15 feet) to a point; thence North 46° 21' 00" East a distance of 186.29 feet to a point on the southwesterly Right of Way of Roxboro Road (Variable R/W); thence running along said Right of Way of Roxboro Road the following courses: South 42° 16' 01" East a distance of 7.14 feet to a point; thence North 47° 45' 52" East a distance of 56.97 feet to a point; thence South 42° 24' 31" East a distance of 51.46 feet to a point on the proposed Right of Way; thence leaving said Right of Way of Roxboro Road and running along said proposed Right of Way the following courses: South 46° 21' 00" West a distance of 241.95 feet to a point; thence running along a curve to the right an arc length of 39.67 feet, (said curve having a radius of 122.50 feet, with a chord bearing of South 55° 37' 37" West, and a chord distance of 39.50 feet) to a point; thence South 64° 54' 14" West a distance of 257.17 feet to a point; thence South 24° 52' 27" East a distance of 85.23 feet to a point; thence North 65° 11' 48" East a distance of 52.74 feet to a point on the existing Right of Way of Lakeside Drive; thence running along said Right of Way of Lakeside Drive South 45° 12' 08" East a distance of 14.32 feet to a point on the existing northerly Right of Way of Wright Avenue; thence running along said Right of Way of Wright Avenue the following courses: South 65° 09' 37" West a distance of 365.05 feet to a point; thence South 64° 59' 20" West a distance of 200.00 feet to the POINT OF BEGINNING. Said tract contains 1.243 acres (54,124 square feet).

[continued on next page]



PLUS

Right of Way Dedication Tract 2

All that tract or parcel of land lying in Land Lot 9 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning commence at a point at the intersection of the northerly Right of Way of Wright Avenue (Variable R/W) and the easterly Right of Way of Oak Valley Road (Variable R/W), from point thus established and running thence along the easterly Right of Way of Wright Avenue North $64^{\circ} 59' 20''$ East a distance of 200.00 feet to a point; thence North $65^{\circ} 09' 37''$ East a distance of 365.05 feet to a point; thence running across a tie line North $45^{\circ} 16' 45''$ East a distance of 38.82 feet to the TRUE POINT OF BEGINNING, from point thus established and running along said proposed Right of Way thence North $64^{\circ} 54' 14''$ East a distance of 512.00 feet to a point; thence running along a curve to the left an arc length of 28.62 feet, (said curve having a radius of 38.60 feet, with a chord bearing of North $43^{\circ} 39' 50''$ East, and a chord distance of 27.97 feet) to a point on the aforementioned Right of Way of Roxboro Road; thence running along said Right of Way of Roxboro Road along a curve to the left an arc length of 8.18 feet, (said curve having a radius of 569.12 feet, with a chord bearing of South $61^{\circ} 59' 08''$ East, and a chord distance of 8.18 feet) to a point; thence continuing along said Right of Way of Roxboro Road along a curve to the left an arc length of 51.94 feet, (said curve having a radius of 615.12 feet, with a chord bearing of South $62^{\circ} 16' 10''$ East, and a chord distance of 51.92 feet) to a point on the proposed Right of Way; thence running along said proposed Right of Way along a curve to the right an arc length of 67.50 feet, (said curve having a radius of 98.60 feet, with a chord bearing of South $45^{\circ} 17' 29''$ West, and a chord distance of 66.19 feet) to a point; thence South $64^{\circ} 54' 14''$ West a distance of 441.62 feet to a point; thence running along a curve to the left an arc length of 131.44 feet, (said curve having a radius of 310.35 feet, with a chord bearing of South $42^{\circ} 52' 23''$ East, and a chord distance of 130.46 feet) to a point; thence South $27^{\circ} 50' 21''$ West a distance of 4.88 feet to a point on the existing Right of Way of Lakeside Drive (Variable R/W); thence running along the existing Right of Way of Lakeside Drive the following courses: along a curve to the right an arc length of 42.82 feet, (said curve having a radius of 84.50 feet, with a chord bearing of North $47^{\circ} 39' 59''$ West, and a chord distance of 42.37 feet) to a point; thence along a curve to the left an arc length of 51.26 feet, (said curve having a radius of 257.00 feet, with a chord bearing of North $60^{\circ} 14' 41''$ West, and a chord distance of 51.17 feet) to a point; thence South $86^{\circ} 40' 49''$ West a distance of 43.51 feet to a point; thence North $37^{\circ} 43' 47''$ West a distance of 92.31 feet to the POINT OF BEGINNING. Said tract contains 0.826 acres (35,993 square feet).

RCS# 2539
2/04/13
3:44 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I; 2/4/2013
EXCEPT 13-O-0025 AND 13-O-0171
ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 2

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

CONSENT I

		02-04-13
ITEMS ADOPTED ON CONSENT	ITEMS ADOPDED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 12-O-1150	35. 13-R-0176	49. 13-R-0148
2. 12-O-1428	36. 13-R-0135	50. 13-R-0149
3. 12-O-1825	37. 13-R-0136	51. 13-R-0150
4. 13-O-0026	38. 13-R-0137	52. 13-R-0151
5. 13-O-0027	39. 13-R-0138	53. 13-R-0152
6. 13-O-0021	40. 13-R-0139	54. 13-R-0153
7. 13-O-0022	41. 13-R-0140	55. 13-R-0154
8. 13-O-0023	42. 13-R-0141	56. 13-R-0155
9. 13-O-0024	43. 13-R-0142	57. 13-R-0156
10. 12-O-1674	44. 13-R-0143	58. 13-R-0157
11. 13-O-0028	45. 13-R-0144	59. 13-R-0158
12. 13-O-0029	46. 13-R-0145	60. 13-R-0159
13. 13-O-0032	47. 13-R-0146	61. 13-R-0160
14. 13-O-0165	48. 13-R-0147	62. 13-R-0161
15. 13-O-0169		
16. 13-O-0172		
17. 12-O-1761		
18. 13-O-0002		
19. 13-O-0003		
20. 13-O-0166		
21. 13-O-0168		
22. 13-R-0121		
23. 13-R-0122		
24. 13-R-0130		
25. 13-R-0131		
26. 13-R-0127		
27. 13-R-0128		
28. 13-R-0123		
29. 13-R-0124		
30. 13-R-0125		
31. 13-R-0133		
32. 13-R-0117		
33. 13-R-0118		
34. 13-R-0120		