

#257

13-0-1398

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Kw

AN ORDINANCE BY  
COUNCILMEMBER KWANZA HALL

AN ORDINANCE AUTHORIZING THE  
MAYOR, OR HIS DESIGNEE, ON BEHALF OF  
THE CITY OF ATLANTA, TO ACCEPT A  
DONATION FROM JAMESTOWN PONCE  
CITY MARKET, L.P. OF A REAL ESTATE  
EASEMENT LOCATED ON THE NORTH SIDE  
OF NORTH AVENUE, N.E. IMMEDIATELY  
ADJACENT TO THE PONCE CITY MARKET  
DEVELOPMENT AT A PRESENTLY  
EXISTING DRIVEWAY THAT WILL  
PROVIDE ENTRY AND EXIT ACCESS TO  
THE PONCE CITY MARKET, AND THE  
DONATION BY JAMESTOWN PONCE CITY  
MARKET, L.P. TO THE CITY OF TRAFFIC  
SIGNAL EQUIPMENT, SAID EQUIPMENT TO  
BE INSTALLED BOTH WITHIN THE  
EASEMENT AREA AND IN THE PUBLIC  
RIGHT-OF-WAY DIRECTLY ACROSS FROM  
THE EASEMENT AREA ON THE SOUTH  
SIDE OF NORTH AVENUE, N.E.; AND FOR  
OTHER PURPOSES.

ADOPTED BY

DEC 0 2 2013

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

Date Referred: 11/18/13  
 Referred To: Transportation  
 Date Referred:  
 Referred To:  
 Date Referred:  
 Referred To:

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair *[Signature]*  
 Referred To \_\_\_\_\_

Committee *Transportation*  
 Date *Nov 25 2013*  
 Chair *[Signature]*  
 Action *[Signature]*  
 Fav, Adv, Hold (see rev. side)  
 Other  
 Members *Jeliana A. Moore*  
*[Signature]*  
*[Signature]*  
 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  
 Refer To  
 Committee  
 Date  
 Chair  
 Action  
 Fav, Adv, Hold (see rev. side)  
 Other  
 Members  
 Refer To

3364  
FINAL COUNCIL ACTION

- 2<sup>nd</sup>
- 1<sup>st</sup> & 2<sup>nd</sup>
- 3<sup>rd</sup>
- Readings
- Consent
- V Vote
- RC

CERTIFIED  
 CERTIFIED  
 DEC 0 2 2013  
 ATLANTA CITY COUNCIL PRESIDENT  
 Ronda Daughlin Johnson  
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

DEC 1 2013

WITHOUT SIGNATURE  
BY OPERATION OF LAW



**AN ORDINANCE BY  
COUNCILMEMBER KWANZA HALL**

**AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ACCEPT A DONATION FROM JAMESTOWN PONCE CITY MARKET, L.P. OF A REAL ESTATE EASEMENT LOCATED ON THE NORTH SIDE OF NORTH AVENUE, N.E. IMMEDIATELY ADJACENT TO THE PONCE CITY MARKET DEVELOPMENT AT A PRESENTLY EXISTING DRIVEWAY TO PROVIDE ENTRY AND EXIT ACCESS TO THE PONCE CITY MARKET; TO ACCEPT A DONATION FROM JAMESTOWN PONCE CITY MARKET, L.P., OF TRAFFIC SIGNAL EQUIPMENT SAID EQUIPMENT TO BE INSTALLED BOTH WITHIN THE EASEMENT AREA AND IN THE PUBLIC RIGHT-OF-WAY ON THE SOUTH SIDE OF NORTH AVENUE, N.E.; TO AUTHORIZE THE MAYOR TO ENTER INTO ALL NECESSARY AGREEMENTS TO EFFECTUATE THE OBLIGATIONS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.**

**WHEREAS**, Jamestown Ponce City Market, L.P. (“Jamestown”) is restoring the former Sears, Roebuck & Co. distribution center located at 675 Ponce de Leon Avenue, N.E. (the building formerly known as “City Hall East”) as a mixed-use development housing best-in-class office, retail and residential space (“Project” and/or “Market”); and

**WHEREAS**, upon opening of the Market to the general public, significant traffic will be entering and exiting the Market from a driveway adjacent to the Project and located on the north side of North Avenue, N.E. approximately five hundred (500) feet east of Glen Iris Drive, N.E.; and

**WHEREAS**, in order to better control vehicular and pedestrian traffic and to maximize safety in the driveway area of the Project, a permanent easement (“Easement”) is needed for the installation of traffic signal equipment (“Equipment”) on real property located on the North Avenue side of the Project on the north side of North Avenue, N.E. with additional Equipment to be installed in the public right-of-way on the south side of North Avenue, N.E., directly across the street from the Easement; and

**WHEREAS**, Jamestown has agreed to donate both the Easement and all Equipment to the City of Atlanta (“City”) at no cost to the City; and

**WHEREAS**, Jamestown is also paying the full cost of installing the traffic signals and related equipment; and

**WHEREAS**, the City desires to accept the donations by Jamestown comprised of the Easement, all Equipment, and Jamestown’s commitment to install said Equipment at no cost to the City; and

**WHEREAS**, the Commissioner of the Department of Public Works has reviewed the plans for the proposed installation and has determined that said plans are in the best interests of the City; and



**WHEREAS**, after installation of the Equipment is completed to the satisfaction of the City, the City has agreed to thereafter operate and maintain the Equipment.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA**, as follows:

**SECTION 1:** That the Mayor or his designee is authorized to accept on behalf of the Department of Public Works, and does hereby accept the following donations of real and personal property and resources:

- a. A permanent Traffic Signal Equipment Real Estate Easement (attached hereto as Exhibit "A") from Jamestown Ponce City Market, L.P., for the purpose of installing traffic signal equipment on private property to be installed along North Avenue, N.E., in a form and pursuant to the conditions determined by the Commissioner of the Department of Public Works and the City Attorney, to be desirable, appropriate, and in the best interests of the City; and
- b. All necessary traffic signal equipment, to be installed at Jamestown's expense, along both the north and south sides of North Avenue, N.E. approximately five hundred (500) feet east of Glenn Iris Drive, N.E. as depicted in Exhibit "B" attached hereto.

**SECTION 2:** That the City will operate and maintain the traffic signal equipment after the equipment has been fully and successfully installed by Jamestown.

**SECTION 3:** That the City Attorney is directed to prepare any necessary agreement(s), acceptable as to form, for execution by the Mayor or his designee and Jamestown, to effectuate the obligations of Jamestown and the City described herein.

**SECTION 4:** That any and all agreements prepared by the parties as authorized herein, shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the agreement(s) have been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Jamestown.

**SECTION 5:** All ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of said conflict.

A true copy,

  
Deputy Clerk

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

DEC 02, 2013  
DEC 11, 2013



**DRAFT 10/15/13**

[Space above line reserved for recording office]

Return Recorded Document to:

Parcel Identification No.: 14-0017-0010-113-4  
Project: \_\_\_\_\_

City of Atlanta  
Department of Public Works  
55 Trinity Avenue, Suite 4700  
Atlanta, Georgia 30303  
Attn: Richard Mendoza

**TRAFFIC SIGNAL EQUIPMENT EASEMENT**

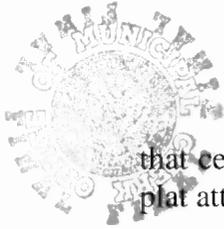


STATE OF GEORGIA  
COUNTY OF FULTON

This indenture and conveyance made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between JAMESTOWN PONCE CITY MARKET, L.P., party of the first part (hereinafter called "Grantor"), and the CITY OF ATLANTA, a municipal corporation of the State of Georgia, party of the second part (hereinafter called "Grantee"), their respective successors and assigns:

WITNESSETH: That for and consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantor's property, Grantor, and for and on behalf of his, her, its or their heirs, administrators, executors, successors and assigns and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through the lands of Grantor, being located in Land Lot 17 of the 14th District of Fulton County, Georgia (herein called "Land"), said easement being located within that portion of the Land described as follows:

All that land lying and being in Land Lot 17 of the 14<sup>th</sup> District of Fulton County, Georgia, said easement area containing 701 square feet, more or less, as more particularly described on **Exhibit A**, attached and incorporated by reference herein (hereinafter called "Easement Area"). The Easement Area is more particularly shown as "Proposed Signal Equipment Easement" on



that certain plat, dated 9/26/13, prepared by Valentino & Associates Inc. (Job No. 11-016), said plat attached and incorporated by reference herein as **Exhibit B**.

The rights, benefits, privileges, and easements granted herein are for the purposes of (i) the installation, construction, reasonable enlargement, use, replacement, reconstruction, maintenance, testing, inspection and repair, and the non-exclusive use and enjoyment of, two (2) traffic signal poles in the locations shown as "Proposed Traffic Pole" on **Exhibit B** (hereinafter called "Installations"), to support above-ground traffic signals at the intersection of North Avenue and the curb cut and entrance drive (as shown as **Exhibit B**) serving Grantor's development on the Land (the "Entrance Drive"), and (ii) access on, over and across the Easement Area as reasonably needed for the purposes described in the foregoing clause (i). The easements granted 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 and shall include the right of entry into and upon those portions of the Land directly adjoining the Easement Area as reasonable necessary for the purpose of effecting the rights, privileges and easements set forth herein.

By acceptance hereof, Grantee hereby agrees with Grantor, and its successors and assigns in title, that the rights, privileges and easements granted herein shall be exercised according to the following:

1. Grantor shall cause the initial Installations to be installed and completed at Grantor's sole cost and expense. **[ADD ANY APPLICABLE LIMITATIONS ON THIS COMMITMENT.]**
2. Following completion of the Installations, Grantee shall operate, repair, replace and maintain continuously the Installations upon the Easement Area, subject to the terms hereof.
3. Any construction, maintenance, repair or other work or activities performed on or within the Easement Area by Grantee shall be done in a good workmanlike manner and with as little inconvenience to the property owner and/or tenants and/or customers as possible, and as little interference as possible with vehicular and pedestrian ingress and egress between the Entrance Drive and North Avenue; and the Land 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; **[DOES THIS APPLY? provided that if the affected area within the Easement Area is natural and has not been improved, such areas shall be smoothed to commercial lawn grade and seeded with grass following such activity.]**
4. Except as temporarily required in connection with work performed in the Easement Area as described in the preceding paragraph 3, Grantee shall not interfere with vehicular and pedestrian ingress and egress between the Entrance Drive and North Avenue.



5. **[DOES THIS APPLY?]** Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Easement Area, which removal is necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein. Except as expressly approved in writing by Grantee, no encroachments or obstructions shall be placed on said Easement Area in any manner that is inconsistent with the use and enjoyment of easements, rights and privileges granted herein.
6. Grantee shall have the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Easement Area.
7. **[SHOULD WE ADD TECHNICAL REQUIREMENTS OF TRAFFIC SIGNALIZATION? – E.G., TURN LANES? RIGHT AND LEFT TURNS IN BOTH DIRECTIONS? PEDESTRIAN CROSSINGS?]**

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the Easement Area not inconsistent herewith.

Grantor waives all right to any further compensation for the granting of the easement granted herein. However, nothing contained herein shall be deemed to limit or restrict any rights (including claims for compensation) Grantor may have now or from time to time for any other reason, including but not limited to the following: (i) any damage or cost caused or incurred by Grantee whether in the exercise of its rights under this easement agreement or otherwise, and (ii) any additional or expanded rights Grantee may seek or require with respect to the Land or the Easement Area from time to time, whether in the nature of the easement granted herein or otherwise.

**[DOES THIS APPLY?]** Grantor, as owner of the Land, across and through which this easement is granted, shall not be allowed any other or further relief from assessment and/or charges for traffic signals installed in any street or streets which abut the Land, except as provided by law.

Grantor does hereby covenant with the Grantee, that Grantor is lawfully seized and possessed of the Easement Area above described, that it has a good and lawful right to convey the easement granted herein, and that the Easement Area is free and clear of encumbrances arising by, through or under Grantor that would conflict with, or prevent Grantee from exercising, the easement granted herein.

**TO HAVE AND TO HOLD** said permanent easement perpetually unto Grantee and its successors and assigns the rights, powers and interests herein granted, which shall be a covenant running with the title to the Easement Area, but subject always to the covenants herein set forth.

[SIGNATURE ON THE FOLLOWING PAGE]



**IN WITNESS WHEREOF**, Grantor has signed, sealed and delivered this instrument under seal as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

**GRANTOR**

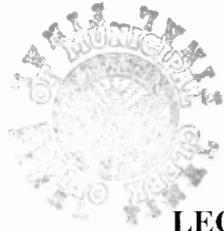
JAMESTOWN Ponce City Market, L.P.,  
a Delaware limited partnership

\_\_\_\_\_  
Witness

By: JT Ponce City Market GP, LLC  
a Georgia limited liability company,  
its general partner

\_\_\_\_\_  
Notary Public  
My commission expires:

By: \_\_\_\_\_  
Matt Bronfman, President



## EXHIBIT A

### LEGAL DESCRIPTION OF PROPOSED SIGNAL EQUIPMENT EASEMENT

All that tract or parcel of land lying and being in Land Lot 17 of the 14th Land District, City of Atlanta, Fulton County, Georgia, said tract or parcel of land being more fully shown and designated as "Proposed Signal Equipment Easement" on a plat of survey prepared by Valentino and Associates, Inc., (Job #11-016; Drawing/File #11-016), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described as follows:

BEGINNING at a computed point on the northerly right-of-way line of North Avenue (public r/w varies), said computed point being located 484.89 feet east of the intersection of said northerly right-of-way line of North Avenue and the easterly right-of-way line of Glen Iris Drive (50' public r/w), as measured along said northerly right-of-way line of North Avenue;

THENCE departing said northerly right-of-way line of North Avenue North 00 degrees 21 minutes 12 seconds East (Grid bearing, Ga West Zone, typical) for a distance of 6.40 feet to a computed point;

THENCE South 89 degrees 38 minutes 48 seconds East for a distance of 81.30 feet to a computed point;

THENCE North 45 degrees 21 minutes 12 seconds East for a distance of 7.13 feet to a computed point;

THENCE South 89 degrees 38 minutes 48 seconds East for a distance of 5.02 feet to a computed point;

THENCE South 49 degrees 38 minutes 48 seconds East for a distance of 17.80 feet to a computed point on the northerly right-of-way line of North Avenue;

THENCE proceeding along said northerly right-of-way line of North Avenue North 89 degrees 38 minutes 48 seconds West for a distance of 105.00 feet to a computed point, said computed point being the POINT OF BEGINNING.

Subject to covenants, easements, and restrictions of record.

Said tract or parcel of land contains 701 square feet.



**EXHIBIT B**

**PLAT OF PROPOSED SIGNAL EQUIPMENT EASEMENT**



**LEGEND**

△ COMPUTED POINT

N/F  
**JAMESTOWN PONCE CITY MARKET, L.P.**  
 DB 50205 PG 196  
 TAX ID # 0014-0017-0010-003  
 # 675 PONCE DE LEON AVENUE, N.E.  
 ZONED MRC-3-C/BELTLINE

"PROPOSED SIGNAL  
 EQUIPMENT EASEMENT"  
 AREA - 701 SQ. FT.

PROPOSED TRAFFIC POLE

N 00°21'12"E  
 6.40'

EXISTING R/W LINE

EXISTING CURB

484.89' ALONG R/W LINE TO ITS  
 INTERSECTION WITH THE EASTERLY R/W  
 LINE OF GLEN IRIS DRIVE (50' PUBLIC R/W)

POINT OF  
 BEGINNING

**NORTH AVENUE  
 (PUBLIC R/W VARIES)**

S 89°38'48"E  
 81.30'

N 45°21'12"E  
 7.13'

105.00'

N 89°38'48"W

S 89°38'48"E  
 5.02'

PROPOSED TRAFFIC POLE

S 49°38'48"E  
 17.80'

EXISTING R/W LINE

EXISTING CURB

GRID NORTH  
 GEORGIA WEST ZONE



**VALENTINO &  
 ASSOCIATES INC.**  
 LAND SURVEYORS  
 1280 WINCHESTER PARKWAY  
 SUITE 243  
 SMYRNA, GEORGIA 30080  
 PHONE (770) 438-0015  
 FAX (770) 435-6050  
 WEB: VALENTINOSURVEY.COM

EXHIBIT SURVEY OF:

**PROPOSED SIGNAL  
 EQUIPMENT EASEMENT**

20 0 20 40 60



GRAPHIC SCALE - FEET

LAND LOT 17 14TH DISTRICT CITY OF ATLANTA, FULTON COUNTY, GEORGIA



DATE: 9/26/2013

SCALE: 1" = 10'

JOB NO. 11-016

FILE NO. 11-016

SHEET 1 OF 1

RCS# 3178  
12/02/13  
3:26 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I:EXCEPT  
13-O-1333,1334,1264,1395,13-R-3783,3785  
ADOPT

YEAS: 14  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 1

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

CONSENT I

		12-02-13
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 13-O-1100	41. 13-R-3792	79. 13-R-3806
2. 13-O-1398	42. 13-R-3850	80. 13-R-3807
3. 13-O-1386	43. 13-R-3851	81. 13-R-3808
4. 13-O-1387	44. 13-R-3852	82. 13-R-3809
5. 13-O-1400	45. 13-R-3853	83. 13-R-3810
6. 13-O-1401	46. 13-R-3854	84. 13-R-3811
7. 13-O-1402	47. 13-R-3855	85. 13-R-3812
8. 13-O-1403	48. 13-R-3856	86. 13-R-3813
9. 13-O-1404	49. 13-R-3857	87. 13-R-3814
10. 13-O-1405	50. 13-R-3858	88. 13-R-3815
11. 13-O-1406	51. 13-R-3859	89. 13-R-3816
12. 13-O-1407	52. 13-R-3869	90. 13-R-3817
13. 13-O-1408	53. 13-R-3786	91. 13-R-3818
14. 13-O-1411	54. 13-R-3846	92. 13-R-3819
15. 13-O-1412	55. 13-R-3849	93. 13-R-3820
16. 13-O-1413	56. 13-R-3871	94. 13-R-3821
17. 13-O-1415	57. 13-R-3872	95. 13-R-3822
18. 13-O-1389	58. 13-R-3795	96. 13-R-3823
19. 13-O-1390	59. 13-R-3796	97. 13-R-3824
20. 13-O-1391	60. 13-R-3873	98. 13-R-3825
21. 13-O-1392	61. 13-R-3874	99. 13-R-3826
22. 13-O-1397	62. 13-R-3875	100. 13-R-3827
23. 13-O-1388	63. 13-R-3876	101. 13-R-3828
24. 13-O-1356	64. 13-R-3877	102. 13-R-3829
25. 13-O-1393	65. 13-R-3878	103. 13-R-3830
26. 13-O-1210	66. 13-R-3782	104. 13-R-3831
27. 13-O-1262	67. 13-R-3860	105. 13-R-3832
28. 13-O-1325	68. 13-R-3777	106. 13-R-3833
29. 13-O-1326	69. 13-R-3779	107. 13-R-3834
30. 13-R-3794	70. 13-R-3797	108. 13-R-3835
31. 13-R-3861	71. 13-R-3798	109. 13-R-3836
32. 13-R-3862	72. 13-R-3799	110. 13-R-3837
33. 13-R-3863	73. 13-R-3800	111. 13-R-3838
34. 13-R-3864	74. 13-R-3801	112. 13-R-3839
35. 13-R-3865	<b>ITEMS ADVERSED ON</b>	113. 13-R-3840
36. 13-R-3866	<b>CONSENT</b>	114. 13-R-3841
37. 13-R-3867	75. 13-R-3802	115. 13-R-3842
38. 13-R-3689	76. 13-R-3803	116. 13-R-3843
39. 13-R-3778	77. 13-R-3804	117. 13-R-3844
40. 13-R-3790	78. 13-R-3805	118. 13-R-3845