

#7

3215

13-R-3736

(Do Not Write Above This Line)

A RESOLUTION BY
COUNCILMEMBER KWANZA HALL

A RESOLUTION AUTHORIZING THE
MAYOR, OR HIS DESIGNEE, ON
BEHALF OF THE CITY OF
ATLANTA, TO ENTER INTO A
TRAFFIC SIGNAL EQUIPMENT
EASEMENT AGREEMENT WITH
JAMESTOWN PONCE CITY
MARKET, L.P., FOR THE PURPOSE
OF INSTALLING TRAFFIC SIGNAL
EQUIPMENT ON PRIVATE
PROPERTY AT 675 PONCE DE LEON
AVENUE, N.E.; AND FOR OTHER
PURPOSES.

FILED

DEC 02 2013

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

Date Referred 11/4/13

Referred To: Transportation

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee Transportation
 Date Nov 13, 2013
 Chair [Signature]
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members [Signature]

 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

 Refer To _____

Committee Transportation
 Date Nov 25, 2013
 Chair [Signature]
 Action
 Fav, Adv, Hold (see rev. side)
 Other File
 Members [Signature]
[Signature]
[Signature]

 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
 DEC 02 2013
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 DEC 02 2013

Ronda Dandrea Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

RCS# 3181
12/02/13
3:32 PM

Atlanta City Council

13-R-3736

TRAFFIC SIGNAL EQUIPMENT EASEMENT
AGREEMENT W/JAMESTOWN PONCE CITY MARKET
FILE

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	Y Moore	NV 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



**A RESOLUTION BY
COUNCILMEMBER KWANZA HALL**

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A TRAFFIC SIGNAL EQUIPMENT EASEMENT AGREEMENT WITH JAMESTOWN PONCE CITY MARKET, L.P., FOR THE PURPOSE OF INSTALLING TRAFFIC SIGNAL EQUIPMENT ON PRIVATE PROPERTY AT 675 PONCE DE LEON AVENUE, N.E.; AND FOR OTHER PURPOSES.

WHEREAS, Jamestown Ponce City Market, L.P. ("Jamestown") is restoring the former Sears, Roebuck & Co. distribution center and City Hall East building as a mixed-use development housing best-in-class office, retail and residential spaces ("Project"); and

WHEREAS, a traffic signal equipment easement is needed to install traffic signal equipment on private property as part of the Project; and

WHEREAS, Jamestown is donating property to the City of Atlanta ("City") where the traffic equipment will be installed at no cost to the city, and is also paying the cost of constructing the traffic signals; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized, on behalf of the Department of Public Works, to enter into an a Traffic Signal Equipment Easement Agreement (attached hereto as Exhibit "A") with Jamestown Ponce City Market, L.P., for the purpose of installing traffic signal equipment on private property at 675 Ponce de Leon Avenue, N.E. in Atlanta, Georgia as depicted in Exhibit "B" attached hereto, 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 of Atlanta for this transaction.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an agreement, acceptable as to form, for execution by the Mayor and Jamestown.

BE IT FINALLY RESOLVED, that the Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the Agreement has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Jamestown Ponce City Market, L.P.

[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 14th 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

GRID NORTH
 GEORGIA WEST ZONE



"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

EXISTING PEDESTRIAN TUNNEL

**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