



CITY OF DUNWOODY

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MEMORANDUM

To: Mayor and City Council
From: Warren Hutmacher, City Manager
Date: August 23, 2010
Subject: **Roberts Drive Property Donation**

BACKGROUND

In April of this year, the City of Dunwoody was offered a small parcel of land near the intersection of Witham Dr. and Roberts Drive totaling .4 acres as a possible donation from the North Atlanta Church of Christ. Council at that time requested that staff prepare the proper documents for transfer, if Council wishes to proceed.

ANALYSIS

The City Attorney has prepared the necessary Warranty Deed and Resolution to affect the transfer of property at no cost to the City of Dunwoody. The City Council would need to pass a resolution accepting the property as a donation at the July meeting, contingent upon the findings of a Phase 1 environmental assessment of the property. Additionally, the Church would need to execute the warranty deed. Once that deed is filed, the City would own the property.

RECOMMENDATION

The property would be acceptable for use as “preserved property”, but would be offer little as a “pocket park” due to the stream buffer requirements that would limit the use of the property. Additionally, the property is in between three residential properties and has been perpetually in use as green space. Staff has concerns about accepting this property for donation due to the fact that it will almost certainly remain as green space due to its unique characteristics that make it undevelopable as a buildable lot. The property is currently a taxable lot of record (very minimal city taxes). Maintenance costs for the property are estimated at up to \$5,000 annually. This figure does not include any renovations or tree removal costs.

I have included a map of the property that shows the 25-foot stream buffer that the State requires as an “undisturbed area”. The map also shows the city’ setback requirements for accessory structures and a potential buildable area for picnic tables, benches or swings. Please note that the buildable area is within the city’s 50 foot stream buffer area and certain improvements would require a variance from the ZBA (although the City is technically exempt from our own ordinances).

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DEED OF GIFT FOR 5547
ROBERTS DRIVE**

- WHEREAS:** the North Atlanta Church of Christ has offered to donate a 0.4 acre parcel of land located at the address of 5547 Roberts Drive, Dunwoody, Georgia, Plat Book 57, Page 157, DeKalb County Records, more accurately described in the Warranty Deed/Deed of Gift attached hereto and incorporated herein by reference (hereinafter “Roberts Drive Property”); and
- WHEREAS:** the Mayor and City Council, in an effort to have and provide public property throughout the City for varied use by the citizens of the City, desire to accept the offer of the Roberts Drive Property; and
- WHEREAS:** the authorization to accept the Warranty Deed of Gift of the Roberts Drive Property is contingent upon a successful Phase 1 environmental assessment of the property pursuant to O.C.G.A. § 36-80-18; and
- WHEREAS:** the Warranty Deed/Deed of Gift to effect the transfer of the Roberts Drive Property attached hereto and incorporated herein has been reviewed and approved by the City Attorney, and would need to be executed by the North Atlanta Church of Christ and filed in the Superior Court of DeKalb County Records.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council for the City of Dunwoody as follows:

- Section 1:** The City Council hereby accepts the offer of the Roberts Drive Property and accepts the attached Warranty Deed/Deed of Gift, contingent upon a successful completion of the Phase 1 Environmental Assessment.
- Section 2:** The City Manager is hereby directed that, upon the completion of said successful Phase 1 Environmental Assessment to accept the executed Warranty Deed/Deed of Gift from North Atlanta Church of Christ, as attached hereto and incorporated herein.
- Section 3:** Upon execution and acceptance of said Deed of Gift, the City Manager or his designee is authorized and directed to finalize the transfer of the Roberts Drive Property by filing the executed Deed of Gift with the Superior Court of DeKalb County Records Division.

SO RESOLVED AND EFFECTIVE, this 23rd day of August, 2010.

Approved:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk (Seal)

This instrument prepared by:
Brian Anderson
City Attorney, City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

WARRANTY DEED / DEED OF GIFT

THIS DEED, made this ____ day of _____, _____ by and between NORTH ATLANTA CHURCH OF CHRIST, INC., hereinafter called the “Grantor,” in favor of the CITY OF DUNWOODY, a political subdivision of the State of Georgia, hereinafter called the “Grantee,”

WITNESSETH THAT:

The Grantor, in consideration of the work carried on by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby give, grant, transfer and convey unto the Grantee, in fee simple:

ALL THAT TRACT or parcel of land lying and being in the Land Lots 378 and 379, in the 18th District of DeKalb County, Georgia, being Lot 2, Block A, Unit One, of Withmore Subdivision as per plat recorded in Plat Book 57, Page 157, DeKalb County Records. Said property being a vacant lot known as 5547 Roberts Drive according to the system of numbering houses in DeKalb County, Georgia.

And the reversions, remainders, rents, issues, and profits thereof and all of the estate, right, title, and interest of the Grantor, but at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges, and appurtenances thereon and thereunto belong or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy hereinafter set forth, forever.

The Grantor does hereby covenant with the Grantee that the Grantor is seised of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may herein specifically be set forth, that the Grantor has good right to sell and convey said property, as aforesaid; and, that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

This conveyance and the warranties of the Grantor are expressly declared to be in favor of the Grantee.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective heirs, devisees, personal representatives, successors, and

assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents on the day and year first above written.

Signed, sealed, and delivered in the presence of:

WITNESS

_____ (SEAL)
_____,GRANTEE

NOTARY PUBLIC