



CITY COUNCIL WORK SESSION

Mike Davis, Mayor

Denis Shortal,	District 1, Post 1	Terry Nall,	At Large, Post 4
Adrian Bonser,	District 2, Post 2	Lynn Deutsch,	At Large, Post 5
Doug Thompson,	District 3, Post 3	John Heneghan,	At Large, Post 6

AGENDA

CITY OF DUNWOODY
41 PERIMETER CENTER EAST, SUITE 103
DUNWOODY, GA 30346

**August 26, 2013
6:00 PM**

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. MAYOR AND COUNCIL COMMENTS
- F. PUBLIC COMMENT
- G. CITY BUSINESS
 - 1. Review of Regular Meeting Agenda.
 - 2. Discussion of Easement Agreement with Peachford Hospital. (Warren Hutmacher)
- H. OTHER BUSINESS
- I. INITIATION OF TEXT AMENDMENTS (FOR CHAPTERS 16, 20, 27)
- J. PUBLIC COMMENT
- K. MAYOR AND COUNCIL CLOSING COMMENTS
- L. EXECUTIVE SESSION
 - 1. For the Purposes of Legal, Real Estate, and Personnel Discussions.
- M. ADJOURNMENT

INVOCATION

“At this Council Meeting, help us to make decisions which keep us faithful to our mission and reflect our values. Give us strength to hold to our purpose; wisdom to guide us; and a keen perception to lead us. And above all, keep us charitable as we deliberate.”



41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346
 P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Warren Hutmacher, City Manager
Date: August 26, 2013
Subject: **Multi-Use Trail Easement Agreement with Peachford Hospital**

ITEM DESCRIPTION

Staff recommends approval of an easement agreement with Peachford Hospital for the construction of Phase III of the multi-use trail.

BACKGROUND

On August 3, 2013 the City officially opened the first phase of the Brook Run Park Trail with a Wheel-a-Palooza and Pedal Parade event (designated in green on the map to the attached map). Phase II (designated in red on the attached map) is in final design and remains on schedule for construction to begin late this fall.

As shown on the attached map, Phase V of the Multi-Use Trail is presently under construction across the 16 acre property in Georgetown as part of the Project Renaissance initiative. Phase IV of the Multi-Use trail (across the 19 acre property and connecting to the 16 acre property) will be included in the draft FY 2014 Budget for the Council's consideration later this fall.

Since the project was outlined in the Parks Master Plan, the Comprehensive Transportation Plan, and the Georgetown Master Plan, the City's intention has been to connect the two phases of the Brook Run Multi-Use Trail to Project Renaissance (through Phase III along Nancy Creek) and create a multi-use trailway system that is over 3 miles long.

UPDATE

To complete Phase III the City will need easements from at least two property owners between Brook Run Park and the 19 acre property that is part of Project Renaissance. From Brook Run, the first piece in the Phase III Multi-Use Trail is the property immediately adjacent to Brook Run Park owned by Peachford Hospital. Staff has completed negotiations with Peachford Hospital. Peachford has agreed to provide the City a 100 foot wide construction easement and a 30 foot wide permanent easement for the proposed 12 foot wide, concrete multi-use trail. The negotiated Easement Agreement is attached to this memorandum. Staff continues to negotiate with the other property owner from whom an easement is necessary to complete the Phase III segment.

COSTS

Although Peachford has agreed to provide the easement at no cost, the City has agreed to pay \$15,000 to cover their expenses related to providing the easement. These expenses include the legal work to draft and finalize the easement agreement and engineering, surveying and zoning research related to how the permanent easement will impact their property in perpetuity. Additionally, as shown in Exhibit D of the Easement Agreement, the City has agreed to install a fence and vegetative buffer along the section of Phase II of the

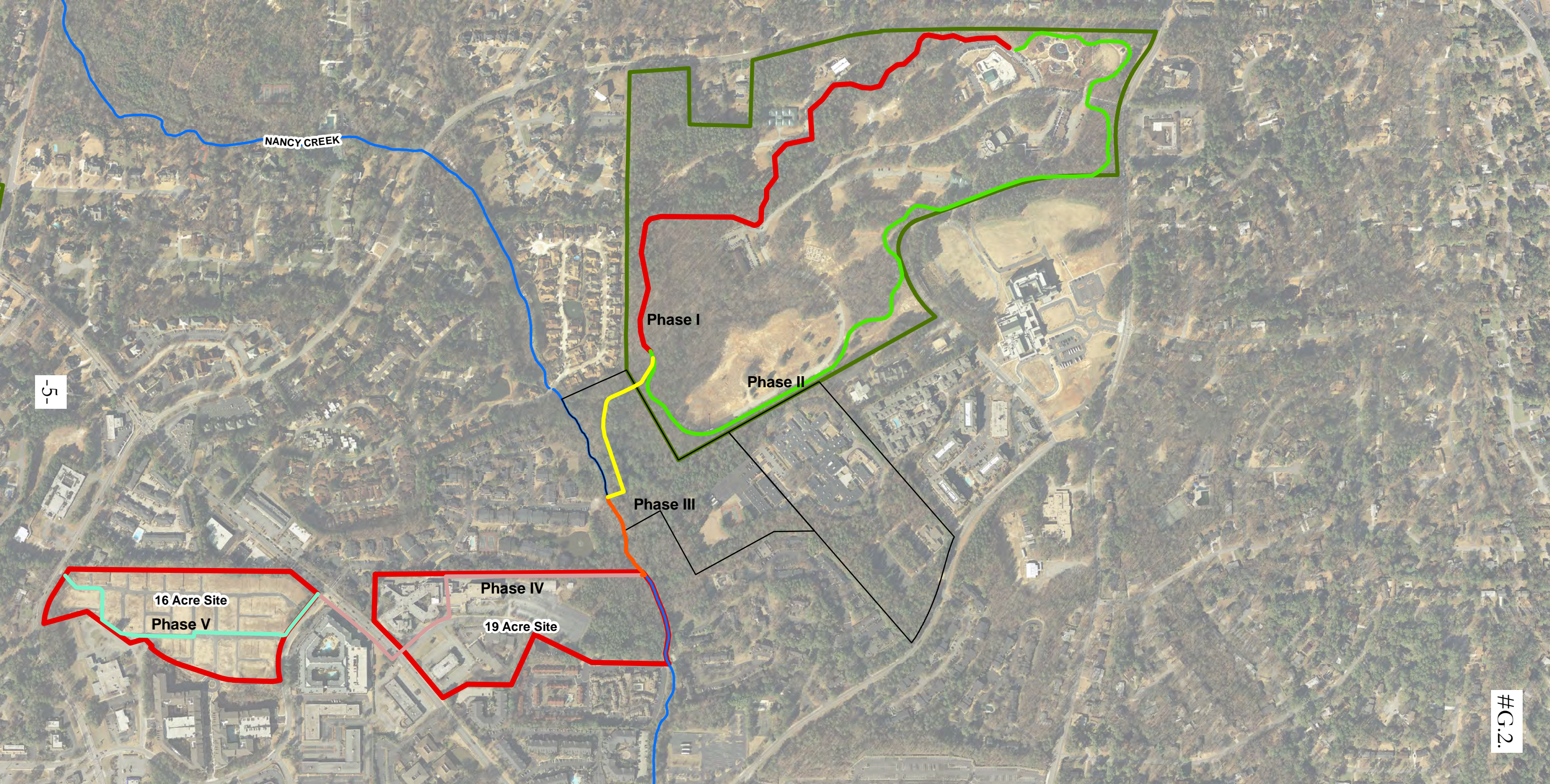


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Multi-Use Trail in Brook Run Park that directly borders Peachford's property. The costs for the fence and vegetative buffer have been included in the construction budget for Phase II of the Multi-Use Trail.

RECOMMENDATION

Staff recommends authorizing the Mayor to sign an Easement Agreement with Peachford Hospital once it has been reviewed and approved by legal counsel.



NANCY CREEK

-5-

Phase I

Phase II

Phase III

Phase IV

16 Acre Site

Phase V

19 Acre Site

#G.2.

RETURN TO:
Riley McLendon, LLC
315 Washington Avenue
Marietta, Georgia 30060

Cross-References:

STATE OF GEORGIA

COUNTY OF DEKALB

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2013 (the "Execution Date"), by and between UHS of Peachford L.P., a Delaware Limited Partnership ("Grantor") and the City of Dunwoody, a municipality of the State of Georgia ("Grantee").

Grantor is the owner of that certain property located in DeKalb County, Parcel ID Numbers 18 343 11 001 and 18 353 03 032, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Grantor's Property").

Grantee wishes to install, construct and maintain a twelve (12) foot-wide concrete trail (the "Trail") within the strip of Grantor's Property (having an approximate width of one hundred (100) feet), described on Exhibit "B" attached hereto and incorporated herein by reference and depicted on the site plan attached hereto as Exhibit "C" and incorporated herein by reference (the "Trail Easement Area") to be used and operated as a recreational trail for walking, running, cycling and similar forms of non-motorized transportation as may be permitted by Grantee (the "Permitted Use") .

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein.

2. Temporary Construction Easement. Grantor hereby grants and conveys to Grantee, a temporary construction easement along, under, on, in and across the Trail Easement Area for the purpose of constructing the Trail, subject to the following terms and conditions:

- (a) The Trail to be constructed shall be a twelve (12) foot wide concrete trail;
- (b) The Trail shall be located entirely within the Trail Easement Area;

(c) The Trail shall be constructed in such a manner that the 30 foot Permanent Trail Easement to be created as provided in Paragraph 3 below is located entirely within the Trail Easement Area;

(d) In addition to the Trail itself, Grantee may install Permitted Ancillary Improvements in the Permanent Easement Area (as defined in Paragraph 3 below). For purposes of this Agreement, the term "Permitted Ancillary Improvements" shall mean landscape improvements, benches, trash receptacles and other improvements ancillary or incidental to the Trail and its Permitted Use.

(e) Prior to the commencement of any construction, Grantee shall obtain, at Grantee's sole expense, any necessary permits and other authorizations necessary for construction of the Trail. Grantee shall at all times comply with all present and future laws, rules, requirements, orders, directives, ordinances and regulations of any and all governmental bodies, agencies, and authorities having jurisdiction over Grantor's Property, including any state and federal requirements;

(f) Grantee shall give Grantor ten (10) days prior written notice of the date construction of the Trail will commence. Construction of the Trail and all related improvements shall be completed within two (2) years of the Execution Date of this Agreement; provided, however, Grantor agrees to grant Grantee one (1) six (6) month extension of such deadline upon written request by Grantee if (i) such request is received by Grantor prior to the original deadline date and (ii) on the date such request is received by Grantor, construction of the Trail has commenced and completion of the Trail is being diligently pursued by Grantee. Any such extension shall be set forth in an Amendment to this Agreement signed by Grantor and Grantee and recorded in the DeKalb County, Georgia records.

(g) Grantee shall exercise its rights hereunder with minimum interference to the quiet enjoyment of Grantor's Property and shall take all reasonable steps to protect Grantor's Property. Any damage to Grantor's Property outside of the Trail Easement Area and related to Grantee's construction of the Trail and which is caused by Grantee or its contractors shall be repaired by Grantee.

(h) Upon completion of the Trail, Grantee shall restore Grantor's Property (except for the Trail and the Permitted Ancillary Improvements) to the condition in which they existed prior to Grantee's commencement of construction, including, but not limited to, repairing and restoring any underground irrigation system and restoring all grass and sod on Grantor's Property that are affected by the construction.

The Temporary Construction Easement shall expire upon the earlier of (a) completion of construction by Grantee of the aforementioned Trail, or (b) two (2) years from the Execution Date of Agreement, subject to any extension granted pursuant to Paragraph 2(f) above.

3. Permanent Trail Easement. Upon completion of the Trail, the Temporary Construction Easement shall convert to a 30 foot Permanent Trail Easement in favor of Grantee for the maintenance, repair and replacement of the Trail and the Permitted Ancillary Improvements and for the use and enjoyment of the Trail and the Permitted Ancillary Improvements by Grantee and its agents, employees, invitees and licensees for the Permitted Use. The Permanent Trail Easement shall extend 15 feet from the centerline of the constructed Trail in each direction (the "Permanent Easement Area"). Within thirty (30) days of the Trail's completion, Grantee shall, at its sole cost and expense, create and submit to Grantor an as-built survey (the "Survey") prepared by a licensed Georgia surveyor depicting the centerline of the constructed Trail and the Permanent Easement Area. Upon Grantor's written approval of the Survey, (i) Grantee shall record the Survey in the DeKalb County, Georgia records and (ii) Grantor and Grantee shall execute and record an Amendment to this Agreement for the purpose of defining the Permanent Easement Area by reference to the recorded Survey. No Improvements other than the Trail and Permitted Ancillary Improvements shall be constructed in the Permanent Easement Area without the prior written approval of Grantor. Any damage to Grantor's Property outside the Permanent Easement Area caused by Grantee or its contractors, agents, employees, invitees or licensees, or by any users of the Trail, shall be promptly repaired by Grantee.

4. Grantee Responsibility. Grantee shall bear full and complete responsibility for the construction, maintenance, repair, use and operation of the Trail and all other improvements located in the Permanent Easement Area. All such improvements shall be maintained and kept in good repair by Grantee in an attractive condition suitable for their intended purpose. Grantee shall at all times during and after construction of the Trail maintain comprehensive liability insurance commensurate with its coverage for all of its other properties but with a coverage limit of at least \$3,000,000.00 per incident covering the Trail and the Permanent Easement Area. Grantee shall provide Grantor proof of such insurance within five (5) days of its receipt of a written request therefor. The parties recognize that nothing contained herein shall relieve Grantor of its responsibility for any acts or omissions on its part with respect to the Trail Easement Area. Should Grantee ever decide to close or abandon the Trail, (a) Grantee shall remove the Trail and restore Grantor's Property (including the Permanent Easement Area) to the condition in which it existed prior to construction of the Trail; and (b) Grantor and Grantee shall execute and record an instrument in form acceptable to Grantor for the purpose of terminating this Agreement.

5. Buffer. Grantee shall, at its sole cost and expense, prior to completion of the Trail construction, install a fence and vegetative buffer along the boundary between Grantor's Property and Brook Run Park as shown in Exhibit "D". The fence and vegetative buffer shall thereafter be maintained by Grantee.

6. Impact on Future Development. It is the intention and desire of the parties that Grantor's conveyance of the Temporary Construction Easement and Permanent Trail Easement pursuant to this Agreement shall not operate to impede the future development of any of Grantor's Property located outside the Permanent Easement Area.

GENERAL PROVISIONS:

1. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH THE LAND. The easements, terms, provisions and covenants contained herein shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, successors-in-title and assigns.

2. APPLICABLE LAW. This Agreement shall be construed and interpreted under the laws of the State of Georgia.

3. EXHIBITS. The exhibits referred to in and attached to this Easement are incorporated herein in full by reference.

4. NO JOINT VENTURE. It is hereby acknowledged by Grantor and Grantee that the relationship between the parties is not intended to be and shall not in any way be construed to be that of a partnership, joint venture, or principal and agent. It is hereby further acknowledged that any control exercised by either party with respect to their respective property is solely for the purpose of protecting each party's property values.

5. CONSTRUCTION OF AGREEMENT. Grantor and Grantee acknowledge they have read, understand and have had the opportunity to be advised by legal counsel as to the effect of, each and every one of the terms, conditions, provisions and restrictions of this Agreement, and they agree to the enforcement of any and all of these provisions, and they execute this Agreement with full knowledge thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provision shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document.

6. AUTHORITY. Grantor and Grantee warrant and represent one to the other that they have full power and authority to enter into this Agreement, and that the persons executing this Agreement have full power and authority to do so in order to bind the parties to the terms and obligations of this

Agreement. Grantor hereby warrants that Grantor has the full right and power to convey the easements described in this Agreement, and binds Grantor and Grantor's successors and assigns forever to warrant and defend the right and title to such easements unto Grantee, its successors and assigns against the claims of all persons claiming by, through or under Grantor, excepting, however, all claims arising from or in connection with covenants, conditions, easements and restrictions of record as of the date hereof.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire and complete agreement of Grantor and Grantee with respect to the transactions contemplated hereby, and conversations, memorandums of undertaking, representations, promises, inducements, warranties or statements not reduced to writing and expressly set forth herein shall be of no force or effect whatsoever. This Agreement may not be modified, altered or amended except by a written instrument executed by Grantor and Grantee.

8. CONDUCT OF THE PARTIES. No conduct or course of action undertaken or performed by the parties shall have the effect of, or be deemed to have the effect of, modifying, altering or amending the terms, covenants and conditions of this Agreement. Failure of any party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be deemed to be, a waiver of such party's right to demand exact compliance with the terms of this Agreement.

9. ENFORCEMENT. This Agreement may be enforced by either party by an action at law or in equity. In any such action, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

10. NOTICES. Any notices, requests, or consents required or permitted to be given by or on behalf of Grantor or Grantee shall be in writing and shall be (i) hand delivered or (ii) sent by (a) registered or certified United States mail, return receipt requested, postage prepaid or (b) national overnight courier service, addressed to the parties hereto at the respective addresses set forth below, or at such other address as may be specified from time to time, in accordance with this Paragraph. Such notice shall be deemed given when delivered by hand or, if sent by United States mail, three (3) days after it is deposited in an official United States Post Office, postage prepaid, or, if sent by overnight courier, the next business day after deposit with such overnight courier.

- (i) If to Grantor: UHS of Peachford, L.P.
2151 Peachford Road
Atlanta, GA 30338
Attention: CEO

- (ii) If to Grantee: City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, GA 30346

Attn: City Manager

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

GRANTOR:

UHS OF PEACHFORD, L.P.,
a Delaware limited partnership

By: UHS of Georgia, Inc.,
a Delaware corporation,
Its General Partner

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

GRANTEE:

City of Dunwoody
a municipality of the State of Georgia

By: _____ [SEAL]

Print Name: _____

Title: _____

#G.2.

EXHIBIT "A"
Grantor's Property

EXHIBIT A

Legal DescriptionPARCEL 32

All that tract or parcel of land lying and being in Land Lots 343, 344, 353 & 354 of the 18th District of DeKalb County, Georgia and being more particularly described as follows:

To reach the point of beginning: commence at the intersection formed by the northwesterly r/w of Peachford Road (60' r/w) and the southwesterly r/w of Barclay Drive (60' r/w) and proceed thence southwesterly along the northwesterly r/w of Peachford Road (60' r/w) for a distance of 788.0 feet (formerly a record distance of 790.0 feet) to an "X" mark found at the southwesterly corner of land now or formerly owned by D&A Investors (DB 8338/PG 29); proceed thence North $39^{\circ}21'22''$ West along the southwesterly line of said D&A Investors property for a distance of 5.47 feet to a point on the northwesterly r/w of Peachford Road which lies 35 feet northwest of the centerline of Peachford Road and which point is the point of beginning; from the point of beginning thus established running thence southwesterly along the northwesterly r/w of Peachford Road (35' from centerline) the following courses and distances: along the arc of a curve to the left 104.53 feet (said arc having a chord distance of 104.43 feet on a bearing of South $22^{\circ}22'00''$ West and a radius of 672.256 feet); thence South $17^{\circ}54'43''$ West, 165.64 feet; thence along the arc of a curve to the right 299.10 feet (said arc having a chord distance of 298.52 feet on a bearing of South $24^{\circ}02'42''$ West and a radius of 1397.115 feet); thence South $30^{\circ}10'41''$ West, 20.22 feet; thence along the arc of a curve to the right 85.27 feet (said arc having a chord distance of 85.18 feet on a bearing of South $34^{\circ}42'51''$ West and a radius of 528.522 feet) to a point on the northeasterly line of land now or formerly known as Dunwoody Court Condominium (Condo PB 4/PG 121) (the record total distance for the preceding calls along Peachford Road being 675.0 feet); running thence North $39^{\circ}19'41''$ West, and departing the northwesterly r/w of Peachford Road, along the northeasterly line of said Dunwoody Court Condominium property and continuing northwesterly a distance of 1646.86 feet (formerly a record bearing and distance of N $39^{\circ}19'30''$ W, 1652.0 feet) to a point on the southeasterly line of land now or formerly owned by The State of Georgia (DB 1916/PG 451); running thence North $62^{\circ}34'39''$ East along the southeasterly line of said State of Georgia property a distance of 611.51 feet (formerly a record bearing and distance of N $62^{\circ}35'E$, 611.7 feet) to an iron pin found at the northwesterly corner of land now or formerly owned by Georgia - Florida Children Today, Inc. (DB 7961/PG 538); running thence South $39^{\circ}21'22''$ East along the southwesterly lines of lands now or formerly owned by said Georgia-Florida Children Today, Inc., Atlanta Asbury Partnership (DB 6655/PG 56) and D&A Investors (DB 8338/PG 29) a distance of 1217.27 feet (formerly a record bearing and distance of S $39^{\circ}21'30''E$, 1222.5 feet) to the point of beginning; said property containing 19.91593 acres, or 867,538 sq. ft.

EXHIBIT A
 (Continued)
 PARCEL 32-A

All that tract or parcel of land lying and being in Land Lot 353 of the 18th District of DeKalb County, Georgia and being more particularly described as follows:

To reach the point of beginning: commence at the intersection formed by the northwesterly r/w of Peachford Road (60' r/w) and the southwesterly r/w of Barclay Drive (60' r/w) and proceed thence southwesterly along the northwesterly r/w of Peachford Road (60' r/w) for a distance of 788.0 feet (formerly a record distance of 790.0 feet) to an "X" mark found at the southwesterly corner of land now or formerly owned by D&A Investors (DB 8338/PG 29); proceed thence North 39°21'22" West along the southwesterly line of said D&A Investors property for a distance of 5.47 feet to a point on the northwesterly r/w of Peachford Road which lies 35 feet northwest of the centerline of Peachford Road proceed thence southwesterly along the northwesterly r/w of Peachford Road (35' from centerline) the following courses and distances: along the arc of a curve to the left 104.53 feet (said arc having a chord distance of 104.53 feet on a bearing of South 22°22'00" West and a radius of 672.256 feet); thence South 17°54'43" West, 165.64 feet; thence along the arc of a curve to the right 299.10 feet (said arc having a chord distance of 298.52 feet on a bearing of South 24°02'42" West and a radius of 1397.115 feet); thence South 30°10'41" West, 20.22 feet; thence along the arc of a curve to the right 85.27 feet (said arc having a chord distance of 85.18 feet on a bearing of South 34°42'51" West and a radius of 528.522 feet) to a point on the northeasterly line of land now or formerly known as Dunwoody Court Condominium (Condo PB 4/PG 121) (the record total distance for the preceding calls along Peachford Road being 675.0 feet); proceed thence North 39°19'41" West along the northeasterly line of said Dunwoody Court Condominium property, and departing the northwesterly r/w of Peachford Road, for a distance of 873.80 feet to an iron pin found at the point of beginning: from the point of beginning thus established running thence westerly, northwesterly and westerly along the northerly, northeasterly and northerly lines of said Dunwoody Court Condominiums property the following courses and distances: North 88°59'00" West, 239.41 feet (formerly a record bearing and distance of N89°00'W, 239.51 feet) to an iron pin found; thence South 62°50'20" West, 528.07 feet (formerly a record bearing and distance of S62°50'W, 528.0 feet) to an iron pin found; thence North 27°09'49" West, 430.01 feet (formerly a record bearing and distance of N27°10'W, 430.0 feet) to an iron pin found; thence South 62°50'11" West, 234 feet, more or less (formerly a record bearing and distance of S62°50'W, 237 feet, more or less) to a point on the centerline of a creek; running thence northwesterly along the centerline of said creek and along the easterly line of land now or formerly owned by Security Capital Atlantic, Inc. (DB 7990/PG 111), and following the meanderings thereof, a distance of 869 feet, more or less (formerly a record distance of 885 feet, more or less) to the southwesterly corner of land now or formerly owned by The State of Georgia (DB 1916/PG 451); running thence northeasterly, southeasterly and northeasterly along the southeasterly, southwesterly and southeasterly lines of said State of Georgia property the following courses and distances: North 67°28'57" East, 413 feet, more or less (formerly a record bearing and distance of N68°26'E, 416.3 feet, more or less), to an iron pin found; thence South 28°07'39" East, 612.73 feet (formerly a record bearing and distance of S28°05'30"E, 612.4 feet) to an iron pin found; thence North 62°34'39" East, 338.62 feet to a point; running thence South 39°19'41" East, and departing the southeasterly line of said State of Georgia property, a distance of 773.06 feet (formerly a record bearing and distance of S39°19'30"E, 773.0 feet) to the point of beginning said property containing 16.90336 acres, more or less, or 736,310 sq. ft., more or less.

EXHIBIT "B"
Trail Easement Area

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 353 of the 18TH District, DeKalb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin found at the southeast corner of Lakeview Oaks Phase II recorded in Plat Book 86, Page 10 with the northeasterly corner of the Peachford Hospital property; thence along the property line of Peachford Hospital South 30 degrees 50 minutes 09 seconds East a distance of 66.07 feet to a point and the TRUE POINT OF BEGINNING; thence South 30 degrees 50 minutes 09 seconds East a distance of 50.34 feet to a point; thence South 30 degrees 50 minutes 09 seconds East a distance of 50.34 feet to a point; thence South 65 degrees 47 minutes 06 seconds West a distance of 166.92 feet to a point; thence South 08 degrees 11 minutes 37 seconds West a distance of 87.11 feet to a point; thence 94.95 feet along an arc of a curve to the left, said curve having a radius of 200.00 feet and a chord bearing and distance of South 05 degrees 24 minutes 23 seconds East 94.06 feet to a point; thence South 19 degrees 00 minutes 24 seconds East a distance of 382.16 feet to a point; thence South 70 degrees 59 minutes 36 seconds West a distance of 129.50 feet more or less to a point in the center of a creek; thence 103 feet more or less along the centerline of said creek having a direct tie of (North 25 degrees 40 minutes 20 seconds West a distance of 100.68 feet); thence leaving said centerline of creek North 70 degrees 59 minutes 36 seconds East a distance of 41.19 feet to a point; thence North 19 degrees 00 minutes 24 seconds West a distance of 282.16 feet to a point; thence 142.42 feet along an arc of a curve to the right, said curve having a radius of 300.00 feet and a chord bearing and distance of North 05 degrees 24 minutes 24 seconds West 141.09 feet to a point; thence North 08 degrees 11 minutes 37 seconds East a distance of 87.11 feet to a point; thence 100.52 feet along an arc of a curve to the right, said curve having a radius of 100.00 feet and a chord bearing and distance of North 36 degrees 59 minutes 21 seconds East 96.34 feet to a point; thence North 65 degrees 47 minutes 06 seconds East a distance of 155.31 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 1.916 acres more or less.

#G.2.

EXHIBIT "C"
TRAIL EASEMENT AREA

#G.2.

EXHIBIT "D"

BUFFER

Brook Run Trail Phase II Exhibit D



Legend

-  Village_Boundary
-  Street Centerlines
-  Parcels Mailing
-  Fence & Vegetative Buffer

The fence shall be a 6 foot tall decorative metal fence.

The vegetative buffer shall be installed along the fence and shall consist of Leyland Cypress trees having a minimum height (when planted) of 4 feet spaced so as to provide a consistent vegetative screen.

1. This map is the property of the City of Dunwoody, Georgia. The use of this map is granted solely upon the condition that the map will not be sold, copied, or printed for resale without the express written permission of the City. This map is a proprietary product of the City of Dunwoody. In no event will the City and/or its GIS Mapping Consultants be liable for damages arising from the use of or inability to use this map.

3. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



0 3060 120 180 240 Feet

2. This map is a graphical representation of the data obtained from a variety of sources such as aerial photography, recorded deeds, plats, engineering drawings and other public records or data. The City of Dunwoody does not warrant the accuracy or currency of the map provided and does not guarantee the suitability of the map for any purpose, expressed or implied.

4. This map is not intended to depict boundary line discrepancies, lines of possession or any other matters that a true and accurate land survey of the premises would disclose.

5. County, municipal, land lot and easement boundaries are approximate. It is the responsibility of the map user to verify boundaries with the appropriate governmental office.

