



4800 Ashford Dunwoody Road  
 Dunwoody, Georgia 30338  
 dunwoodyga.gov | 678.382.6700

## MEMORANDUM

**To:** Mayor and City Council

**From:** Michael Smith, Public Works Director

**Date:** March 11, 2019

**Subject:** **FIRST READ: Permanent Easement Agreement for Palisades Venture, LLC**

### **BACKGROUND**

Palisades Venture, LLC has requested a permanent stormwater drainage and maintenance easement on the city's property at 249 Perimeter Center Parkway. This property is a right of way remnant from construction of Perimeter Center Parkway and, as can be seen on the attached site map, contains floodplain and topography that limit the potential for development. The city has contemplated future use of the park as a greenspace with natural surface walking trails.

Palisades Venture is completing a new residential development on the property immediately to the west of the city's property within Sandy Springs city limits. Prior to the residential development the Palisades site contained two office buildings and parking decks developed in the 1980s and 90s. Based on the topography and the presence of a detention pond prior to the current development, it is evident that a portion of the stormwater from the original development flowed onto the city's property. However, neither the developer or the city have records of any previous drainage easements on the city's property.

With the completion of the new residential development on the Palisades site, the stormwater flow enters the city property from an underground detention vault which replaced the previous detention pond and from a pipe system connected to the new Springwood Connector roadway. Due to the addition of the vault the post-development stormwater flow is about 20% less than the pre-development flow.

The two proposed easement areas shown on the Exhibit for Drainage Easements extend from the Palisades property line to the edge of the floodplain and total 0.107 acres. An appraisal provided by Palisades determined the easement value to be \$20,000.

### **RECOMMENDED ACTION**

Staff recommends granting of the drainage and maintenance easements to document the ongoing flow of stormwater from the Palisades property onto city property and to establish Palisades' responsibility to maintain the easement area in a manner that does not negatively impact city property.

**STATE OF GEORGIA  
CITY OF DUNWOODY**

**ORDINANCE 2019-XX-XX**

**AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PALISADES VENTURE, LLC FOR THE PURPOSE OF STORMWATER DRAINAGE AND MAINTAINANCE ON CITY PROPERTY AT 249 PERIMETER CENTER PARKWAY**

**WHEREAS,** Palisades Venture, LLC ("Grantee") owns that piece of property located at 5901 Peachtree Dunwoody Road, Sandy Springs, Georgia and described specifically in the Stormwater Easement Agreement attached hereto and incorporated herein by reference; and

**WHEREAS,** as part of its development of its property, Grantee is in need of an easement on City of Dunwoody ("Grantor") property located at 249 Perimeter Center Parkway for the purposes of stromwater drainage and maintenance; and

**WHEREAS,** Grantee agrees to maintain said easement as described in the Stormwater Easement Agreement;

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Council for the City of Dunwoody, that the Mayor, City Manager, and City Attorney are hereby authorized to execute all necessary documents, including the Stormwater Easement Agreement attached hereto and incorporated herein, to affect the granting of the Stormwater Easement Agreement as described herein.

**SO RESOLVED AND EFFECTIVE,** this \_\_\_\_ day of \_\_\_\_\_, 2019.

Approved:

\_\_\_\_\_  
Denis L. Shortal, Mayor

Approved as to Form and Content

Attest:

\_\_\_\_\_  
Sharon Lowery, City Clerk

\_\_\_\_\_  
City Attorney

(Seal)

After recording return to:

Eversheds Sutherland (US) LLP  
 999 Peachtree Street, NE  
 Suite 2300  
 Atlanta, Georgia 30309-3996  
 Attn: D. Clayton Howell, Esq.

### STORMWATER EASEMENT AGREEMENT

This **STORMWATER EASEMENT AGREEMENT** (this “**Agreement**”) made and entered into as of February \_\_\_, 2019, by and between **CITY OF DUNWOODY, GEORGIA**, a municipality of the State of Georgia (“**Grantor**”), and **PALISADES VENTURE, LLC**, a Delaware limited liability company (“**Grantee**”, and, together with Grantor, each, an “**Owner**”).

#### R E C I T A L S :

A. Grantor is the owner of that certain parcel of real property located in DeKalb County, Georgia, and more particularly described on **Exhibit A-1** attached hereto and incorporated herein (the “**Grantor Property**”).

B. Grantee is the owner of that certain parcel of real property located in Fulton County, Georgia abutting the Grantor Property and more particularly described on **Exhibit A-2** attached hereto and incorporated herein (the “**Grantee Property**”, and together with the Grantor Property, collectively, the “**Property**”) on which Grantee anticipates constructing certain improvements.

C. Grantor is willing to grant Grantee the perpetual stormwater drainage easements and temporary construction easements and other rights more particularly described below on the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars and for other good and valuable consideration, the receipt, adequacy and sufficiency are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. **Stormwater Drainage Easements.**

(a) Grantor hereby grants and conveys unto Grantee and the owners from time-to-time of the Grantee Property and their successors in title and assigns, a non-exclusive, perpetual easement in, under, through and across the portions of the Grantor Property depicted as “Tract 1” and “Tract 2” on **Exhibit B** attached hereto and more particularly described on **Exhibit B-1** (collectively, the “**Stormwater Easement Area**”) for purposes of discharging stormwater drainage and runoff from the Grantee Property in, to and through the drainage lines, stormwater filtration system and related facilities now or hereafter installed or

constructed by Grantor (collectively, the “**Drainage Facilities**”) located in the Stormwater Easement Area into the stream existing on the Grantor Property and abutting or crossing through the Stormwater Easement Area, together with the right to enter upon the Grantor Property for purposes of constructing, installing, maintaining and repairing such the Drainage Facilities (collectively, the “**Stormwater Easement**”), provided, that, in the event the course of such stream shall alter from time to time such that such stream shall no longer cross within or abut such Stormwater Easement Areas sufficient to permit drainage into such stream to the extent such capacity shall exist as of the date hereof, the boundaries of the Stormwater Easement Area shall be deemed to be extended as reasonably necessary to cause the same to abut such stream to permit drainage within such boundaries to such extent so long as such extension shall not materially impair Grantor’s existing use and enjoyment of the Grantor Property. Grantor reserves the right from time to time to relocate the Stormwater Easement Area and the Drainage Facilities, provided that such action is taken at the sole cost and expense of Grantor, and provided that such action does not adversely affect Grantee or the Grantee Property. The Stormwater Easement shall be for the use and benefit of the owners, tenants and other occupants from time-to-time of the Grantee Property.

(b) Except in the event of an emergency, Grantor will not interfere or obstruct the use of the Stormwater Easement by Grantee without the prior consent of Grantee, which consent Grantee may not unreasonably withhold, condition or delay.

(c) Grantor grants Grantee the right to inspect the Drainage Facilities from time to time at all reasonable times upon prior written notice from Grantee, provided Grantor may require a representative be available for any such inspections, and provided further Grantee will repair any actual damage to the Grantor Property caused during such inspection(s) by Grantee or any of its contractors or representatives.

(d) Grantee agrees that after written notice to Grantee of the existence of any defective condition (the "First Maintenance Notice") and a period of thirty (30) days to cure any defective condition upon the drainage facilities (with such longer period of time permitted if the scope of the maintenance requires it; as long as Grantee commences the work and diligently prosecutes it to completion), then, in such event, Grantor may elect on written notice to Grantee (the "Second Maintenance Notice") to perform (or cause to be performed) the maintenance required to cure the defective condition. In addition, if the Grantees failure to maintain poses a safety threat as reasonably determined by Grantor, Grantor will state that fact with the reasons for the same in the First Maintenance Notice. If Grantor elects to exercise its self-help rights, the actual costs reasonably incurred by Grantor will be reimbursed to Grantor within ten (10) days of a written demand accompanied by reasonable evidence of the costs incurred. If Grantee fails to so reimburse Grantor, Grantor may file a lien on the Grantee Property in the manner provided in DeKalb County, Georgia for the filing of mechanics' and materialmen's liens. All costs incurred by Grantor will accrue interest at the rate of eight percent (8%) from the date incurred until the date paid.

2. Maintenance Easement. Grantor hereby grants and conveys unto Grantee and the owners from time-to-time of the Grantee Property and their successors in title and assigns, a non-exclusive, perpetual easement in, under, through and across the portions of the Grantor Property depicted as “Maintenance Easement” on **Exhibit B** attached hereto and more particularly described on **Exhibit B-2** (collectively, the “**Maintenance Easement Area**”) for purposes of maintaining the Drainage Facilities and performing all activities for the Stormwater Easement (the “**Maintenance Easement**”), provided, that, in the event the course of such stream shall alter from time to time such that such stream shall no longer cross within or abut the Stormwater Easement Areas sufficient to permit drainage into such stream to the extent such capacity shall exist as of the date hereof, the boundaries of the Maintenance Easement Area shall be deemed to be extended as reasonably necessary to reasonably permit Grantee to have access of at least the same quality and character with respect to the Maintenance Easements existing on the date hereof to such extent so long as such extension shall not materially impair Grantor’s existing use and enjoyment of the Grantor

Property. Grantor reserves the right from time to time to relocate the Maintenance Easement Area, provided that such action is taken at the sole cost and expense of Grantor, and provided that such action does not adversely affect Grantee or the Grantee Property. The Maintenance Easement shall be for the use and benefit of the owners, tenants and other occupants from time-to-time of the Grantee Property. Except in the event of an emergency, Grantor will not interfere or obstruct the use of the Maintenance Easement by Grantee without the prior consent of Grantee, which consent Grantee may not unreasonably withhold, condition or delay.

3. Indemnification. Grantee hereby agrees to indemnify Grantor and hold Grantor harmless from any and all actual damages which Grantor may suffer and from any and all direct and actual liability, costs, and expenses arising out of the exercise of the easements and rights granted in this Agreement (including cost of defense, settlement, and reasonable attorneys' fees) that Grantor may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, or any violations of governmental laws, regulations or orders caused solely by the gross negligence or willful misconduct of Grantee, its employees, agents or subcontractors in the performance of this Agreement.

4. Release upon Conveyance; Limitation of Liability. Upon conveyance all or any part of Grantee's Property, the entity constituting Grantee immediately prior to such conveyance shall be released from all obligations under this Easement Agreement (other than financial obligations accruing on or prior to the date of such conveyance) unless such conveyance shall be for less than the entirety of Grantee's Property owned by such Owner immediately prior to such conveyance and Grantor shall look solely to such conveying Grantee's successors and assigns for the performance and satisfaction of such obligations. No constituent member or partner in or agent of Grantee, nor any advisor, trustee, director, officer, employee, beneficiary, shareholder, member, partner, participant, representative or agent of any partnership, limited liability company, corporation, trust or other entity that has or acquires a direct or indirect interest in Grantee, respectively, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Grantor and its successors and assigns and, without limitation, all other persons and entities, shall look solely to the Grantee's (or its successors or assigns, as applicable) interest in the Grantee Property for the payment of any claim or for any performance, and Grantee on behalf of itself and its respective successors and assigns, hereby waives any and all such personal liability.

5. Running with Land; Governing Law. The rights, easements and obligations established in this Agreement will run with the land and shall be binding upon and inure to the benefit of Grantee, its assigns and successors and to the extent allowable by law, upon Grantor. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

6. Recordation; Counterparts. This Agreement shall be recorded in the real property records of DeKalb County, Georgia, and inure to all subsequent purchasers, transferors and assigns of the Grantee Property, until otherwise terminated according to the provisions set forth herein. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

7. Notices. All notices, consents, requests, demands, r other communications (collectively, "Notices") to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier; or (iii) United States first class certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor: City of Dunwoody, Georgia  
 c/o City Manager  
 41 Perimeter Center East  
 Suite 250  
 Dunwoody, Georgia 30346

with a copy to: Riley McLendon, LLC  
 315 Washington Avenue  
 Marietta, Georgia 30060  
 Attention: Ben Pritchett, Esq.

If to Grantee: Palisades Venture, LLC  
 c/o Pollack Shores Real Estate Group, LLC  
 5605 Glenridge Drive Northeast  
 Suite 775  
 Atlanta, Georgia 30342  
 Attention: Steven Shores and Brian Metzler

with a copy to: Eversheds Sutherland (US), LLP  
 999 Peachtree Street NE, Suite 2300  
 Atlanta, GA 30309-3996  
 Attention: D. Clayton Howell, Esq.

Any Notice will be deemed given (A) on the date which is three (3) business days after it is mailed as provided in this Section 7, (B) upon the date personal delivery is made, or (C) upon the date which is one (1) business day after it is sent by nationally recognized overnight courier. Any Owner may change its address for delivery of all Notices under this Agreement by delivery of a notice setting forth such revised address sent in accordance with this Section 7, and such revised address shall be deemed to be such Owner's address for all notices sent under this Agreement by any Owner to whom such notice of revised address is sent.

8. No Dedication; Reservation of Rights. This Agreement does not dedicate any portion of any of the Property to the general public. Each Owner retains all rights held by such Owner that do not interfere or obstruct the easements and rights expressly granted in this Agreement.

9. Mortgagee Rights. Grantee's construction lender(s) and their successors and assigns shall have the rights set forth on Exhibit C attached hereto.

10. Miscellaneous. This Agreement embodies the entire agreement among the parties with respect to the subject matter of this Agreement and cannot be waived or amended except by the written agreement executed by each Owner, it being expressly agreed that this Agreement supersedes all prior agreements between the parties. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement. This Agreement does not create an association, partnership, joint venture or a principal and agency relationship between the Owners. Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the Owners shall be cumulative but not restricted to those given by law. Any provisions of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof. In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable, out-of-pocket attorneys' fees and court costs actually incurred by such prevailing party from the non-prevailing party.

*[Remainder of page left intentionally blank; signature page(s) follow immediately]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the date first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence of:

**CITY OF DUNWOODY, GEORGIA**, a municipality of the State of Georgia

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

Commission Expiration Date:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

AFFIX NOTARY SEAL

*[Remainder of page left intentionally blank; signatures continue on following page]*



Signed, sealed and delivered in the presence of:

**GRANTEE:**

**PALISADES VENTURE, LLC**, a Delaware limited liability company

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

Commission Expiration Date:  
\_\_\_\_\_

By: \_\_\_\_\_ [SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AFFIX NOTARY SEAL

Exhibit A-1

## Legal Description of Grantor Property

All of that tract or parcel of land in the City of Dunwoody and being a portion of Land Lot 329 of the 19th District of DeKalb County, Georgia and being more particularly described as follows:

Beginning at a 3/4 inch diameter rebar found at the intersection of the northerly right-of-way of Interstate 285 (a limited access highway having a variable width right-of-way) and the west line of Land Lot 329, said Land Lot line also being the boundary between DeKalb County and Fulton County and from the Point of Beginning thus established, run North 01 degrees 20 minutes 11 seconds East along said west line of Land Lot 329 and county boundary for a distance of 241.12 feet to a 5/8 inch diameter rebar set;

thence continue along said west line of Land Lot 329 and county boundary, run North 01 degrees 22 minutes 11 seconds East for a distance of 234.87 feet to a 5/8 inch diameter rebar set;

thence continue along said west line of Land Lot 329 and county boundary, run North 02 degrees 10 minutes 48 seconds East for a distance of 377.71 feet to a 3/4 inch diameter rebar found;

thence leaving said west line of Land Lot 329 and county boundary, run South 89 degrees 15 minutes 06 seconds East along the south line of 1111 Hammond Drive for a distance of 429.21 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run along a curve to the right for an arc distance of 66.03 feet, said curve having a radius of 75.00 feet, a chord bearing of South 88 degrees 44 minutes 10 seconds East, and a chord length of 63.92 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run along a curve to the left for an arc distance of 41.15 feet, said curve having a radius of 50.00 feet, a chord bearing of South 87 degrees 05 minutes 31 seconds East, and a chord length of 40.00 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run North

69 degrees 00 minutes 08 seconds East for a distance of 56.76 feet to a point on the northwesterly right-of-way of Perimeter Center Parkway (having a variable right-of-way width at this point);

Thence along said northwesterly right-of-way of Perimeter Center Parkway, run South 37 degrees 13 minutes 26 seconds West for a distance of 181.03 feet to a point;

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run South 27 degrees 47 minutes 19 seconds West for a distance of 55.31 feet to a point that is 55.00 feet from the centerline; thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run along a curve to the right for an arc distance of 176.67 feet, said curve having a radius of 5676.56 feet, a chord bearing of South 38 degrees 52 minutes 11 seconds West, and a chord length of 176.67 feet to a point that is 55.00 feet from the centerline;

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run South 39 degrees 45 minutes 41 seconds West for a distance of 212.32 feet to a point 55.00 feet from the centerline.

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, running along a curve to the left for an arc distance of 27.33 feet, said curve having a radius of 495.07 feet, a chord bearing of South 38 degrees 10 minutes 46 seconds West, and a chord length of 27.33 feet to a point 55.00 feet from the centerline;

thence along the westerly side of the right-of-way of Perimeter Center Parkway, run North 39 degrees 31 minutes 04 seconds West for a distance of

41.47 feet to a point 95.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 70 degrees 47 minutes 09 seconds West for a distance of 12.01 feet to a point 102.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 12 degrees 24 minutes 14 seconds East for a distance of 60.40 feet to a point 58.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run along a curve to the left for an arc distance of 141.46 feet, said curve having a radius of 498.08 feet, a chord bearing of South 23 degrees 54 minutes 00 seconds West, and a chord length of

140.99 feet to a point 58.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run North 08 degrees 45 minutes 39 seconds West for a distance of 87.11 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 81 degrees 56 minutes 46 seconds West for a distance of 63.89 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 34 degrees 00 minutes 27 seconds East for a distance of 43.45 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 06 degrees 18 minutes 52 seconds East for a distance of 104.64 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 13 degrees 44 minutes 06 seconds East for a distance of 90.52 feet to a point on the northerly right of Interstate 285;

thence along said northerly right-of-way of Interstate 285, run South 70 degrees 55 minutes 25 seconds West for a distance of 118.16 feet to

the Point of Beginning.

Said tract or parcel of land contains 234,703 square feet or 5.3880 acres.

Less the area dedicated as right of way to the Georgia Department of Transportation in April 2016 described as follows:

All that tract or parcel of land lying and being in Land Lot 329 of the 18 Land District and/or N/A Georgia Militia District of DeKalb County, Georgia, being more particularly described as follows:

Beginning at a point 147.76 feet left of and opposite Station 1014+30.17 on the construction centerline of I-285 CL on Georgia Highway Project No.

NHS00-0000-00(784) ; running thence N 0°10'10.3" W a distance of 60.86 feet to a point 205.00 feet left of and opposite station 1014+50.87 on said construction centerline laid out for I-285 CL; thence N 69°56'46.1" East a distance of 102.26 feet to a point 205.00 feet left of and opposite station 1015+53.13 on said construction centerline laid out for I-285 CL; thence S 15°13'31.3" East a distance of 56.46 feet to a point 148.74 feet left of and opposite station 1015+48.38 on said construction centerline laid out for I-285 CL; thence S 69°28'18.8" W a distance of 118.21 feet back to the point of beginning.

Said tract contains 0.143 acres, more or less

Exhibit A-2

## Legal Description of Grantee Property

## Palisades Legal Description

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

Beginning at an iron pin set on the intersection of the easterly right of way line of Peachtree Dunwoody Road {R/W varies) and the northerly right of way line of Interstate 285 (R/W varies); proceed thence along the right of way line of Peachtree Dunwoody Road for the next 5 courses: along a curve to the left, having a radius of 1949.86 feet and an arc length of 287.55 feet, said arc being subtended by a chord with a bearing of North 11 degrees 40 minutes 28 seconds East and a length of 287.29 feet, to a point; thence North 07 degrees 26 minutes 59 seconds East for a distance of 44.21 feet to a point; thence North 16 degrees 43 minutes 11 seconds East for a distance of 55.23 feet to a point; thence North 07 degrees 30 minutes 50 seconds East for a distance of 85.83 feet to a point; thence South 83 degrees 03 minutes 12 seconds East for a distance of 16.10 feet to a point; thence North 00 degrees 50 minutes 31 seconds West for a distance of 54.59 feet to a point; thence North 83 degrees 53 minutes 49 seconds West for a distance of 19.53 feet to a point; thence North 04 degrees 25 minutes 30 seconds East for a distance of 50.73 feet to a point and The True Point of Beginning.

From The True Point of Beginning, as thus established, proceed along a curve to the left having a radius of 1949.86 feet and an arc length of

18.65 feet, said arc being subtended by a chord with a bearing of North 03 degrees 24 minutes 21 seconds East and a length of 18.65 feet, to a 1/2" rebar set; thence North 02 degrees 49 minutes 59 seconds East for a distance of 339.26 feet to a 1/2" rebar set; thence along a curve to the left having a radius of 1472.35 feet and an arc length of 116.10 feet, said arc being subtended by a chord with a bearing of North 00 degrees 34 minutes 27 seconds East and a length of 116.07 feet, to a 1/2" rebar; thence leaving aforementioned easterly right of way commence South 87 degrees 57 minutes 17 seconds East for a distance of 970.31 feet to 5/8" rebar; thence South 02 degrees 10 minutes 48 seconds West for a distance of 286.11 feet to a point; thence North 87 degrees 59 minutes 37 seconds West for a distance of 333.37 feet to a point; thence North 02 degrees 00 minutes 23 seconds East for a distance of 98.42 feet to a point; thence North 87 degrees 59 minutes 37 seconds West for a distance of 296.56 feet to a point; thence South 02 degrees 00 minutes 23 seconds West for a distance of 95.80 feet to a point; thence North 87 degrees 59 minutes 37 seconds West for a distance of 73.66 feet to a point; thence North 02 degrees 00 minutes 23 seconds East for a distance of 45.09 feet to a point; thence North 87 degrees 59 minutes 37 seconds West for a distance of 187.86 feet to a point; thence South 02 degrees 00 minutes 23 seconds West for a distance of 177.77 feet to a point; thence South 87 degrees 59 minutes 37 seconds East for a distance of 17.37 feet to a point; thence South 02 degrees 00 minutes 23 seconds West for a distance of 15.67 feet to a point; thence South 87 degrees 59 minutes 37 seconds East for a distance of 42.91 feet to a point; thence South 02 degrees 00 minutes 23 seconds West for a distance of 52.65 feet to a point; thence along a curve to the right having a radius of 1134.56 feet and an arc length of 94.81 feet, said arc being subtended by a chord with a bearing of South 84 degrees 52 minutes 11 seconds West and a length of 94.78 feet, to a point; thence along a curve to the right having a radius of 44.97 feet and an arc length of 55.50 feet, said arc being subtended by a chord with a bearing of North 61 degrees 44 minutes 27 seconds West and a length of 52.04 feet, to a point along the easterly right of way line of Peachtree Dunwoody Road and The True Point of Beginning.

Containing within said bounds 5.945 acres (258,968 square feet) more or less.

Exhibit B

Depiction of Easement Areas

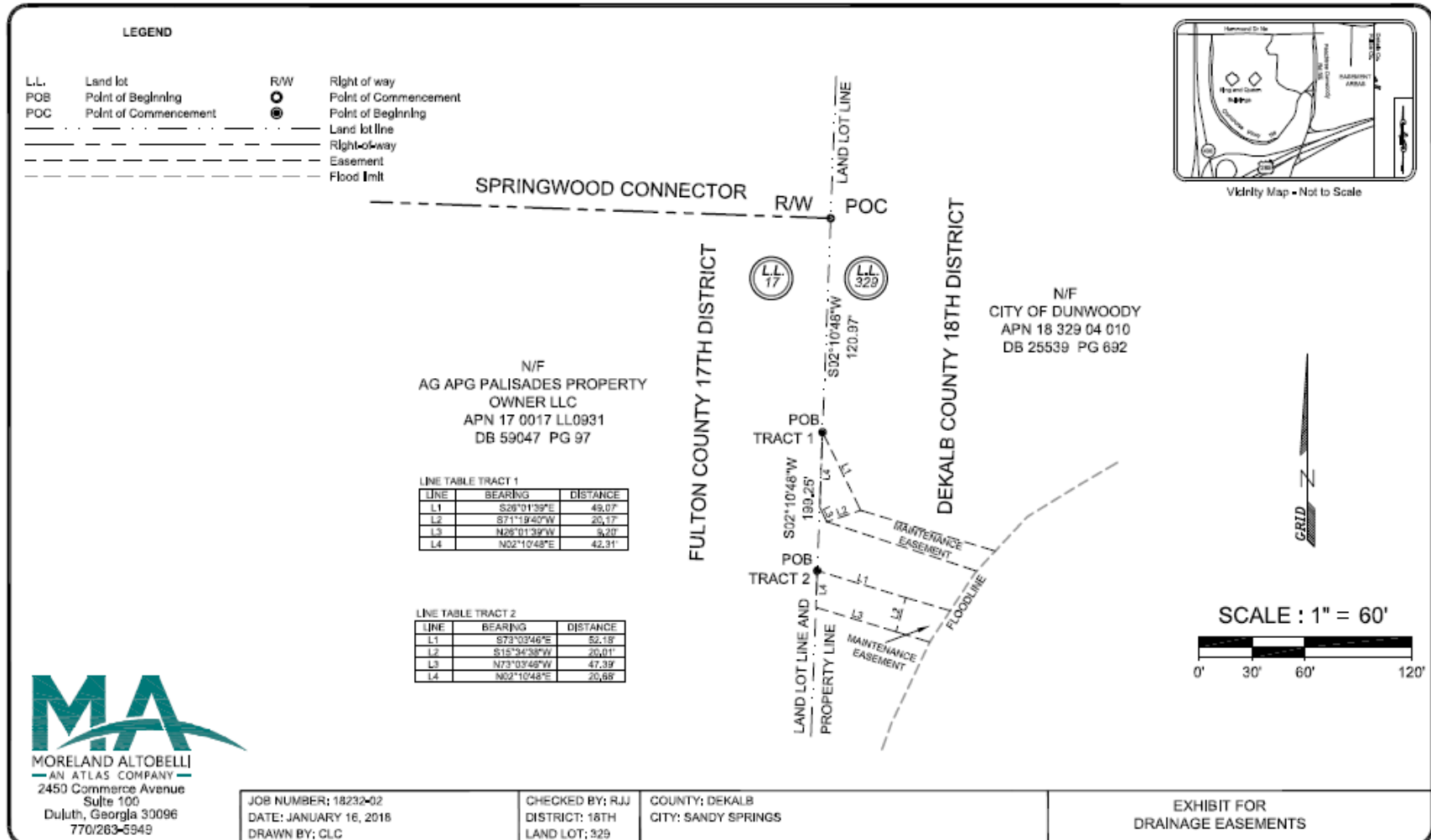


Exhibit B-1

## Legal Description of Stormwater Easement Area

“Tract 1”

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

Beginning at the intersection of the Southern right-of-way of Springwood Connector and the Land Lot Line common to Land Lots 17 of the 17th District, Fulton County and 329 of the 18th District DeKalb County; thence, proceed along said Land Lot Line South 26 degrees 01 minute 39 seconds East for a distance of 49.07 feet to a point; thence South 71 degrees 19 minutes 40 seconds West for a distance of 20.17 feet to a point; thence North 26 degrees 01 minute 39 seconds West for a distance of 9.20 feet to a point; thence North 02 degrees 10 minutes 48 seconds East for a distance of 42.31 feet to a point and The True Point of Beginning.

Containing within said bounds 0.013 acres (583 square feet) more or less.

“Tract 2”

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

Beginning at the intersection of the Southern right-of-way of Springwood Connector and Land Lot Line common to Land Lots 17 of the 17th District, Fulton County and 329 of the 18th District, DeKalb County; thence, proceed along said Land Lot Line South 73 degrees 03 minutes 46 seconds East for a distance of 52.18 feet to a point; thence South 15 degrees 34 minutes 38 seconds West for a distance of 20.01 feet to a point; thence North 73 degrees 03 minutes 46 seconds West for a distance of 47.39 feet to a point; thence North 02 degrees 10 minutes 48 seconds East for a distance of 20.68 feet to a point and The True Point of Beginning.

Containing within said bounds 0.023 acres (996 square feet) more or less.

Exhibit B-2

## Legal Description of Maintenance Easement Areas

## MAINTENANCE EASEMENT #1

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

Commencing at the intersection of the Southern right-of-way of Springwood Connector and the Land Lot Line common to Land Lots 17 of the 17<sup>th</sup> District, Fulton County and 329 of the 18<sup>th</sup> District DeKalb County; thence, proceed along said Land Lot Line South 26 degrees 01 minute 39 seconds East for a distance of 49.07 feet to a point and The True Point of Beginning; thence proceed South 73 degrees 09 minutes 16 seconds East for a distance of 79.43 feet to a point; thence South 43 degrees 02 minute 52 seconds West for a distance of 15.43 feet to a point; thence North 71 degrees 47 minutes 03 seconds West for a distance of 89.05 feet to a point; thence North 71 degrees 19 minutes 40 seconds East for a distance of 20.17 feet to a point and The True Point of Beginning.

Containing within said bounds 0.025 acres (1,089 square feet) more or less.

## MAINTENANCE EASEMENT #2

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

Commencing at the intersection of the Southern right-of-way of Springwood Connector and Land Lot Line common to Land Lots 17 of the 17<sup>th</sup> District, Fulton County and 329 of the 18<sup>th</sup> District, DeKalb County; thence, proceed along said Land Lot Line South 73 degrees 03 minutes 46 seconds East for a distance of 52.18 feet to a point and The True Point of Beginning; thence proceed South 73 degrees 03 minutes 46 seconds East for a distance of 26.17 feet to a point; thence South 33 degrees 10 minutes 41 seconds West for a distance of 20.83 feet to a point; thence North 73 degrees 03 minutes 46 seconds West for a distance of 19.87 feet to a point; thence North 15 degrees 34 minutes 38 seconds East for a distance of 20.01 feet to a point and The True Point of Beginning.

Containing within said bounds 0.011 acres (460 square feet) more or less.

Exhibit C

Mortgagee Protection Provisions

The holder of a first-priority mortgage, deed to secure debt or similar financing instrument encumbering the Grantee Property (a “**First Mortgagee**”) will have the following rights under the Agreement:

1. Upon the written request of a First Mortgagee, Grantor shall, within ten (10) business days after receipt of such request, deliver an estoppel certificate in form reasonably satisfactory to the First Mortgagee and Grantor stating (a) whether the party to whom the request has been directed has actual knowledge of any default under this Agreement and if there are known defaults specifying the nature thereof; (b) whether to the party’s actual knowledge this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (c) whether to the party’s actual knowledge this Agreement as of that date is in full force and effect, and (d) such other information regarding this Agreement as may be reasonably requested.

2. Upon providing Grantee with any notice of (i) default under this Agreement or (ii) a matter on which Grantor may predicate or claim a default, Grantor, shall at the same time provide a copy of such notice to the First Mortgagee of which Grantor has been provided notice. No such notice to Grantee shall be deemed to have been duly given to Grantee unless and until a copy thereof has been sent to the First Mortgagee of which Grantor has been provided notice as set forth in paragraph 4 below.

3. First Mortgagee may, but shall have no obligation, to cure any default of Grantee under the Agreement within the applicable cure period, if any, available to Grantee under the Agreement, and Grantor agrees to accept such cure as if cured by Grantee.

4. Grantor acknowledges receipt of notice that the initial First Mortgagee encumbering the Grantee Property is PNC Bank, National Association. Notices to such First Mortgagee required to be provided pursuant to paragraph 2 above shall be delivered in accordance with the provisions of Section 16 of the Agreement provided to the following:

PNC Bank, National Association  
500 First Avenue, 4th Floor  
Pittsburgh, Pennsylvania 15219  
Attention: Kate Lorenzato

PNC Bank, National Association  
1075 Peachtree Street NE, Suite 1800  
Atlanta, GA 30309  
Attention: Timothy M. Brown



**LEGEND**

- L.L. Land lot
- POB Point of Beginning
- POC Point of Commencement
- R/W Right of way
- Point of Beginning
- Land lot line
- Right-of-way
- Easement
- Flood limit

**SPRINGWOOD CONNECTOR**

N/F  
 AG APG PALISADES PROPERTY  
 OWNER LLC  
 APN 17 0017 LL0931  
 DB 59047 PG 97

**FULTON COUNTY 17TH DISTRICT**

**DEKALB COUNTY 18TH DISTRICT**

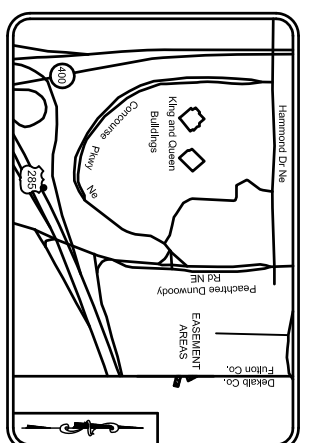
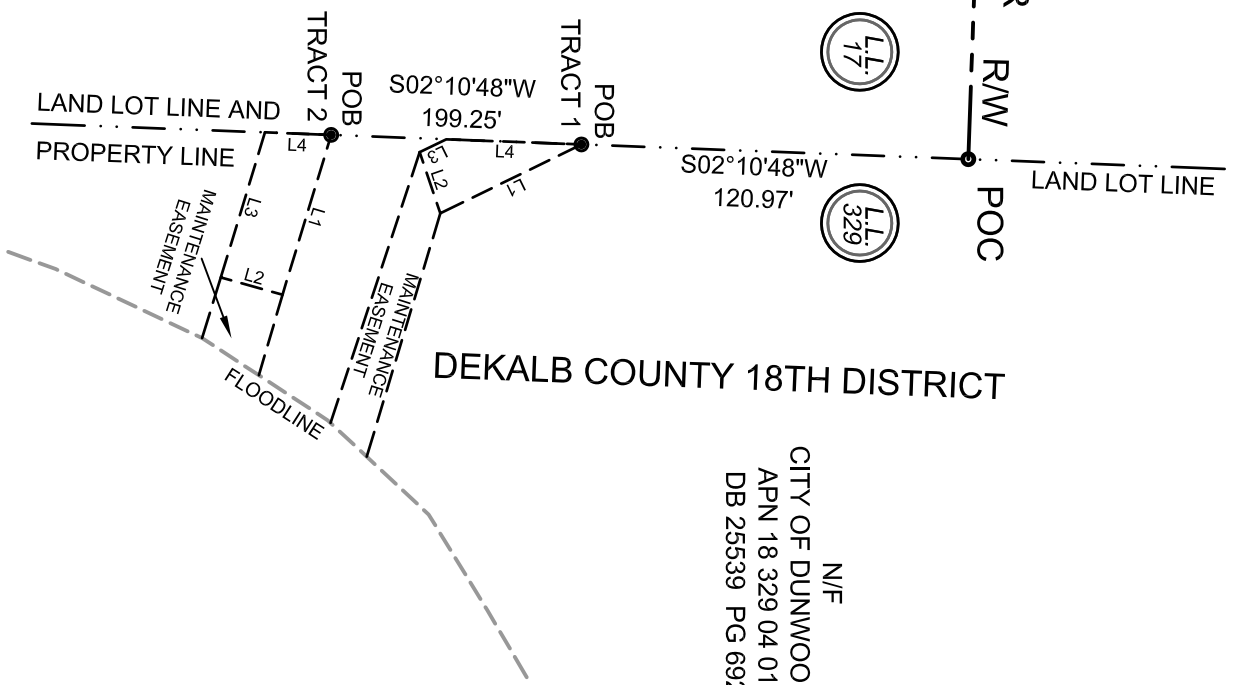
N/F  
 CITY OF DUNWOODY  
 APN 18 329 04 010  
 DB 25539 PG 692

LINE TABLE TRACT 1

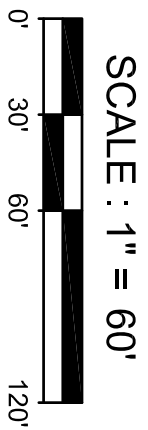
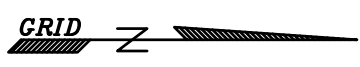
LINE	BEARING	DISTANCE
L1	S26°01'39"E	49.07'
L2	S71°19'40"W	20.17'
L3	N26°01'39"W	9.20'
L4	N02°10'48"E	42.31'

LINE TABLE TRACT 2

LINE	BEARING	DISTANCE
L1	S73°03'46"E	52.18'
L2	S15°34'38"W	20.01'
L3	N73°03'46"W	47.39'
L4	N02°10'48"E	20.68'



Vicinity Map - Not to Scale



**MORELAND ALTOBELLI**  
 AN ATLAS COMPANY  
 2450 Commerce Avenue  
 Suite 100  
 Duluth, Georgia 30096  
 770/263-5949

JOB NUMBER: 18232-02  
 DATE: JANUARY 16, 2018  
 DRAWN BY: CLC

CHECKED BY: RJJ  
 DISTRICT: 18TH  
 LAND LOT: 329

COUNTY: DEKALB  
 CITY: SANDY SPRINGS

**EXHIBIT FOR DRAINAGE EASEMENTS**

## DRAINAGE/MAINTENANCE EASEMENT

### TRACT 1

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

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Containing within said bounds 0.038 acres (1,672 square feet) more or less.

## MAINTENANCE EASEMENT #1

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Containing within said bounds 0.025 acres (1,089 square feet) more or less.

## DRAINAGE/MAINTENANCE EASEMENT

### TRACT 2

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Containing within said bounds 0.033 acres (1,456 square feet) more or less.

## MAINTENANCE EASEMENT #2

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Containing within said bounds 0.011 acres (460 square feet) more or less.

# Compensation Analysis

## Compensation Analysis

## Stormwater Easement Area

Our opinion of the subject’s market value and the value of the part to be acquired are summarized as follows:

Valuation of Proposed Acquisition	Stormwater Easement
<b>Step 1</b>	
Value of Total Acreage (Before)	5.245 Acres x \$329,357 = \$1,727,479
Value of Total Acreage (Before), Rounded	\$1,730,000
<b>Step 2</b>	
Part Acquired	
Drainage/Maintenance Easement	
Fee Value (0.0362 of 5.245-Acres, or 0.00691 of the Total)	0.00691 x \$1,730,000 = \$11,956
Percentage of Additional Rights Acquired	90.0%
Rights Acquired (Drainage/Maintenance Easement Area)	\$10,761
Maintenance Easement	
Fee Value (0.0356 of 5.245-Acres, or 0.00678 of the Total)	0.00678 x \$1,730,000 = \$11,729
Percentage of Additional Rights Acquired	80.0%
Rights Acquired (Maintenance Easement Area)	\$9,383
Total Part Acquired	\$20,144
<b>Step 3</b>	
Remainder Before	\$1,709,856
<b>Step 4</b>	
Remainder After	\$1,709,856
Consequential Damages	\$0
<b>Step 5</b>	
Specific Benefits	\$0
Total Award: Part Acquired + (Damages - Benefits)	\$20,144
<b>Total Award (Rounded)</b>	<b>\$20,000</b>