



TO: John McDonough, City Manager

FROM: Wendell K. Willard, City Attorney

DATE: December 11, 2013 for Submission onto the Regular Meeting Agenda of the December 17, 2013 City Council Meeting

ITEM: Acceptance of the Donation of a Conservation Easement on Riverside Drive from Renee' L. Kaswan

Public Works Department's Recommendation:

Staff recommends that the Mayor and City Council accept the grant of a Conservation Easement in favor of the City on that tract or parcel of land lying and located in Land Lot 130 of the 17th District, Fulton County, Georgia. The property, which consists of 6.3 acres, is shown in the attached exhibit is owned by Renee' L. Kaswan and the property is located 6786/6797 Riverside Drive, Sandy Springs, Georgia. The Conservation Easement Area consists of 6.3 acres.

Background:

Dr. Renee' L. Kaswan owns property located at 6787/6797 Riverside Drive. She has previously agreed to donate .6 acres of her property in fee simple to the City for the T-041 Riverside Drive Re-Alignment with Johnson Ferry Project. She has now offered to grant a conservation easement in favor of the City on a substantial portion of her remaining property (6.3 acres). The proposed conservation easement would forever restrict any future development on the property and ensure a green space near the Chattahoochee River.

Discussion:

This is a generous donation to the City. In order to perfect the donation of a conservation easement, the City would be the holder of the easement as a qualified organization under Section 170 of the Internal Revenue Code.

Alternatives:

The City could elect to decline the grant of the conservation easement.

Financial Impact:

No financial impact.



Attachments:

- I. Exhibits
 - Letter to City Re: Proposed Donation
 - Aerial and GIS Maps
 - Proposed Grant of Conservation Easement
- II. Resolution
- III. Kaswan Letter



James W. Freeman

Managing Member

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November 24, 2013

Mr. Cecil McLendon, Esq.
Assistant City Attorney
City of Sandy Springs, Georgia
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

Re. Kaswan Donations

Dear Mr. McLendon,

As a follow up to our discussions I wanted to summarize the efforts we are jointly undertaking. Dr. Renee Kaswan has been a resident of the City of Sandy Springs for quite some time and has been an ideal citizen and member of the community. As part of its roadway realignment plan, members of the City of Sandy Springs inquired as to whether Dr. Kaswan would be amenable to a fee simple donation of a portion of her property located at 6787/6797 Riverside Drive to the City of Sandy Springs. We have spent the last several months analyzing this potential donation and working with the City to complete a proposal. The anticipated fee simple donation will be approximately 0.6 acres as shown on the plat attached hereto as Exhibit A.

In addition to the the aforementioned donation, Dr. Kaswan would also like to help preserve additional acreage on a substantial portion of her remaining property via a conservation easement, which would forever restrict any development on that property and ensure that the green space and biodiversity in this fragile ecosystem, close to the Chattahoochee River, will be protected and preserved for future generations. In order to perfect the donation of the conservation easement, Dr. Kaswan respectfully requests that the City of Sandy Springs be the holder of the easement as a qualified organization under Section 170 of the Internal Revenue Code. This will allow her to work with one recipient donee for both donations. The anticipated conservation easement donation will encompass approximately 6.3 acres as shown on the plat attached hereto as Exhibit B.

As Dr. Kaswan would like to make these donations in 2013, we have included draft surveys for the City's review. Once we receive positive feedback from the City of Sandy Springs regarding these proposals, we will be able to finalize the requisite documents (including the conservation easement document, appraisals, and surveys) for the City's final review and approval. We appreciate your consideration and look forward to completing these donations with you.

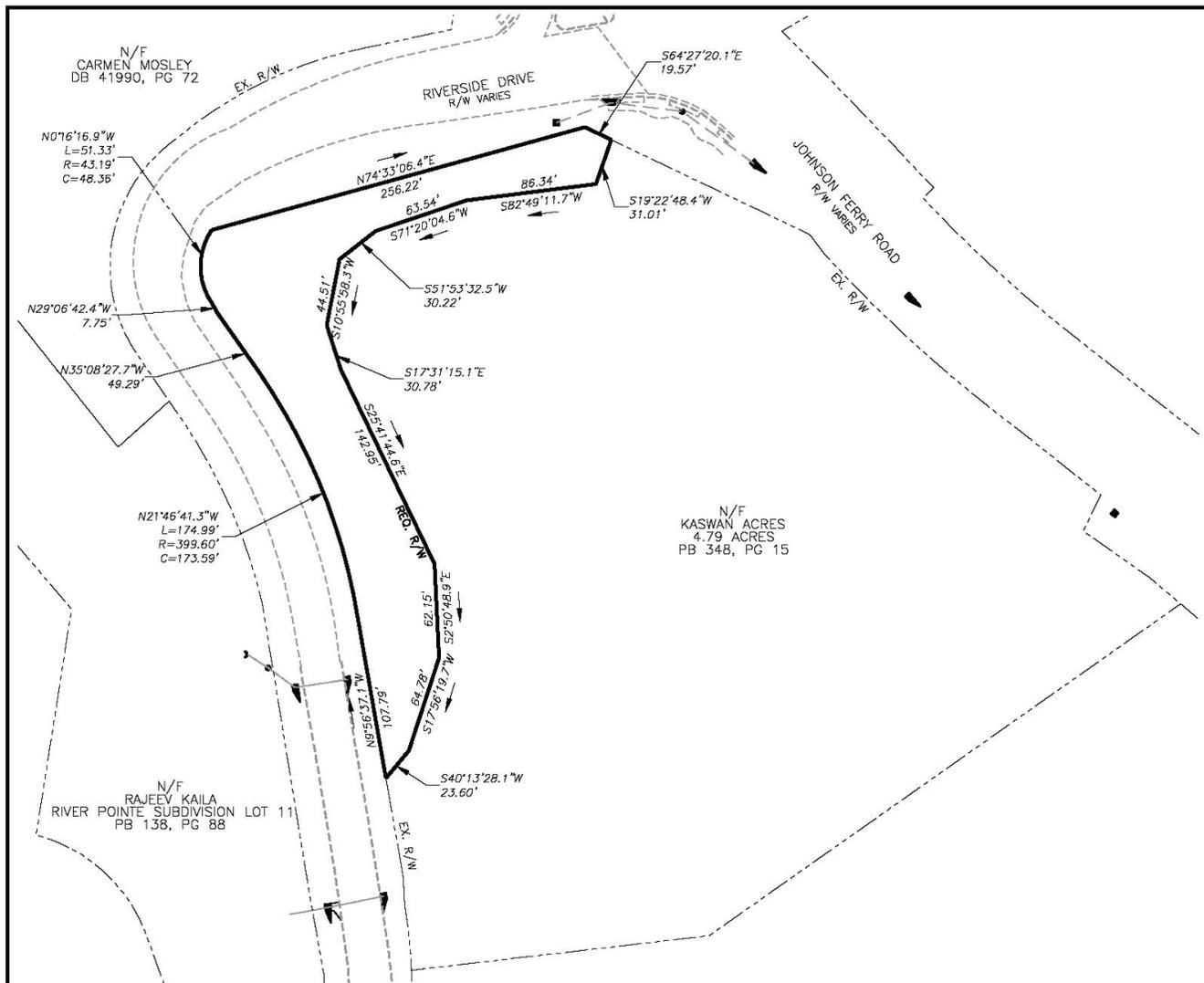
Sincerely yours,

A handwritten signature in black ink, appearing to read "J. Freeman", is written over a horizontal line.

James Freeman

cc. Dr. Renee Kaswan

EXHIBIT A



LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 130 OF THE 17TH LAND DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF JOHNSON FERRY ROAD, WHICH POINT IS THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID HIGHWAY WITH THE EAST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE:

Running thence S 64°27'20.1" E a distance of 19.57 feet to a point; thence S 19°22'48.4" W a distance of 31.01 feet to a point; thence S 82°49'11.7" W a distance of 86.34 feet to a point; thence S 71°20'04.6" W a distance of 63.54 feet to a point; thence S 51°53'32.5" W a distance of 30.22 feet to a point; thence S 10°55'58.3" W a distance of 44.51 feet to a point; thence S 17°31'15.1" E a distance of 30.78 feet to a point; thence S 25°41'44.6" E a distance of 142.95 feet to a point; thence S 2°50'48.9" E a distance of 62.15 feet to a point; thence S 17°56'19.7" W a distance of 64.78 feet to a point; thence S 40°13'28.1" W a distance of 23.60 feet to a point; thence N 9°56'37.1" W a distance of 107.79 feet to a point; thence northwesterly 174.99 feet along the arc of a curve (said curve having a radius of 399.60 feet and a chord distance of 173.59 feet on a bearing of N 21°46'41.3" W) to a point; thence N 35°08'27.7" W a distance of 49.29 feet to a point; thence N 29°06'42.4" W a distance of 7.75 feet to a point; thence northwesterly 51.33 feet along the arc of a curve (said curve having a radius of 43.19 feet and a chord distance of 48.36 feet on a bearing of N 0°16'16.9" W) to a point; thence N 74°33'06.4" E a distance of 256.22 feet back to the point of beginning.

SAID TRACT OR PARCEL OF LAND, CONTAINING 0.596 ACRES (25,961.76 SQUARE FEET), IS A PORTION OF THE PROPERTY DESCRIBED IN PLAT BOOK 348 ON PAGE 15 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF FULTON COUNTY. SAID DEED, BY REFERENCE, IS INCORPORATED HEREIN.

SCALE:	1" = 100'
CHECKED BY:	RA
DRAWN BY:	CMS
DATE:	11/6/2013



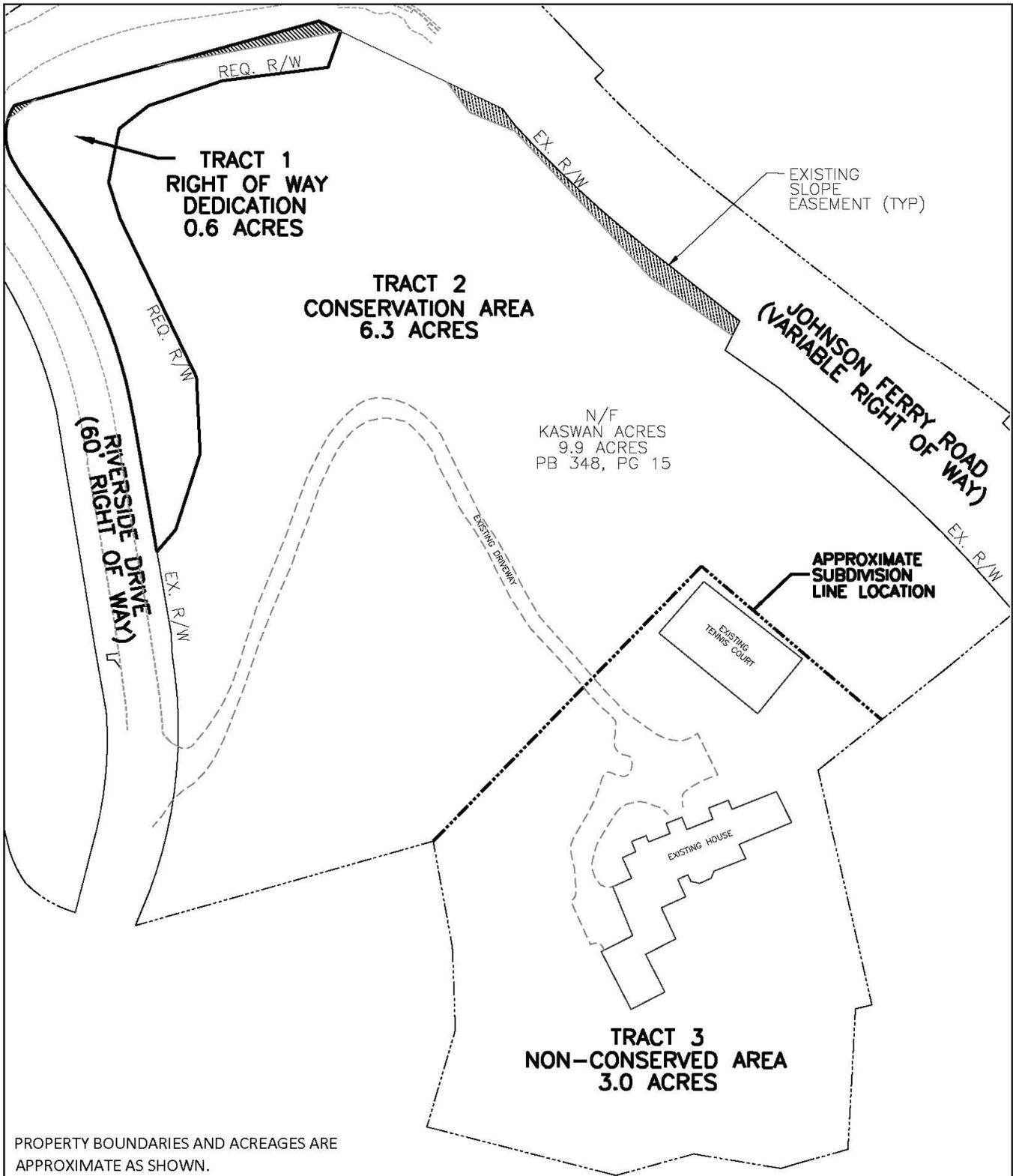
KECK & WOOD, INC.
 2750 PREMIERE PARKWAY
 SUITE 900
 DULUTH, GEORGIA 30097
 Phone: (678) 417-4000 Fax: (678) 417-4055
ENGINEERS SURVEYORS PLANNERS

RIGHT-OF-WAY PLAN
RIVERSIDE DRIVE REALIGNMENT
CITY OF SANDY SPRINGS

JOB NUMBER: 120150



EXHIBIT B



PROPERTY BOUNDARIES AND ACREAGES ARE APPROXIMATE AS SHOWN.

SCALE: 1" = 100'	 <p>KECK & WOOD, INC. 2750 PREMIERE PARKWAY SUITE 900 DULUTH, GEORGIA 30097 Phone: (678) 417-4000 Fax: (678) 417-4055 ENGINEERS SURVEYORS PLANNERS</p>	<p align="center">CONCEPTUAL EXHIBIT OF SUBDIVISION PLAT FOR KASWAN ACRES</p>	
CHECKED BY: SS			
DRAWN BY: CG			
DATE: 11/25/2013			
		JOB NUMBER: 120150.10	

Schulten Ward & Turner, LLP
Attn: Brandon C. Hardy
260 Peachtree Street, NW, Suite 2700
Atlanta, Georgia 30303
File #: 3813.022

STATE OF GEORGIA
COUNTY OF FULTON

**CITY OF SANDY SPRINGS
GRANT OF CONSERVATION EASEMENT**

THIS GRANT OF CONSERVATION EASEMENT ("**Easement**") is made this _____ day of December, 2013, by RENEE KASWAN, a Georgia resident having an address at 6787 Riverside Drive, Sandy Springs, Georgia 30328 ("**Grantor**"), in favor of the CITY OF SANDY SPRINGS, a political subdivision of the State of Georgia having an address at 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of that certain real property located in Sandy Springs, Georgia, being more particularly described in Exhibit A attached hereto and incorporated by this reference (the "**Property**"); and

WHEREAS, the Property in its present state possesses significant natural, aesthetic, watershed, wildlife, forest, agricultural and open space features, and plant habitats. (collectively, "**Conservation Values**") of great importance to Grantee, the people of the City of Sandy Springs, the people of the State of Georgia, and the people of the United States, and are worthy of perpetual protection; and

WHEREAS, Grantor intends that this Easement prevent uses and development of the Property that would degrade the scenic and natural character of the area, thus providing an important benefit to the general public; and

WHEREAS, the Property is located in the Chattahoochee River Basin of Georgia as defined by the Georgia Department of Natural Resources ("**DNR**") in its Comprehensive Wildlife Conservation Strategy for Georgia ("**GCWCS**"), and is in the Upper Chattahoochee Watershed; and

{3813/022/01094799.DOCv3}

WHEREAS, permanently protecting the Property from development will enhance and protect the water quality of the Chattahoochee River (which is located 300 linear feet from the Property), tributaries of the Chattahoochee River, which is a recognized conservation purpose of the State of Georgia's Georgia Conservation Tax Credit Program ("**GCTCP**") (Ga. R. & Regs. 391-1-6-.03(4)(a)), and the bordering deep riparian buffers of native plant communities that filter siltation and contaminants from storm water runoff, and prevent erosion of the stream channels; and

WHEREAS, permanently protecting the Property will protect extensive priority wildlife habitat as defined by GCWCS including Mesic Hardwood Forests, which is more particularly described in the Baseline Documentation Report (as defined below) and/or GCWCS Appendix C, and protection of this habitat is a recognized conservation purpose by the GCTCP (Ga. R. & Regs. 391-1-6-.03(4)(c)); and

WHEREAS, the forested portions of the Property will be protected to provide wildlife habitat, protect water quality and scenic views; and

WHEREAS, this Easement is granted "exclusively for conservation purposes" under IRC § 170(h)(1)(C) and one such conservation purpose is "the preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated federal, state, or local governmental conservation policy," and "will yield a significant public benefit" as provided under IRC § 170(h)(4)(A)(iii) as follows: the Property, in its protected state, will promote a number of conservation purposes recognized by the State of Georgia in the GCTCP as worthy of protection and resulting in significant public benefits, including protection for riparian buffers, protection of wildlife habitat, and protection of prime forestry lands; and

WHEREAS, another conservation purpose served by this Easement is the prevention of fragmentation, degradation or destruction of significant, extensive, and varied natural habitats, including hardwood forest thus providing for the "the protection of a relatively natural habitat of wildlife, plants, or similar ecosystem" as set forth at IRC § 170(h)(4)(A)(ii); and

WHEREAS, another conservation purpose promoted by this Easement is the protection of the view by the public, and protecting the Property will ensure that the public will be provided an undisturbed, natural, forested and/or pastoral vista, and the preservation of the open-space character of the Property will help to preserve the scenic local and regional landscape in general, which enhances the quality of life for area residents, thus providing for "the preservation of open space (including forest land) where such preservation is for the scenic enjoyment of the general public" and "will yield a significant public benefit" (IRC § 170(h)(4)(A)(iii)); and

WHEREAS, the Conservation Values of the Property are documented in an inventory of relevant features of the Property referred to as the "**Baseline Documentation Report**", which is attached hereto as **Exhibit C** and incorporated herein by this reference; and

WHEREAS, the Baseline Documentation Report consists of a collection of reports, maps, photographs, and other documentation which both parties agree provide, collectively, an accurate representation of the Property at the time of this Agreement and which is intended to serve as an

objective information baseline for monitoring compliance with the terms of this Agreement; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained in perpetuity by permitting only those land uses on the Property that do not significantly impair the Conservation Values of the Property; and

WHEREAS, Grantor intends to convey to Grantee a non-possessory interest in the Property, through the grant of this Easement, which is intended to preserve and protect the Conservation Values of the Property and the Purpose (as defined below), in perpetuity, and Grantee wishes to accept such conveyance from Grantor in order to preserve and protect the Conservation Values and Purpose in accordance herewith; and

WHEREAS, Grantee is a municipal corporation, whose mission is to serve and promote quality of life for the people of Sandy Springs, Georgia, and preservation of the Property is in line with its mission; and

WHEREAS, Grantee is a "qualified organization" within the meaning of IRC, §§ 170(h) and 501(c)(3), respectively, as amended, and the regulations promulgated thereunder, and a qualified "holder" within the meaning of Official Code of Georgia Annotated (the "O.C.G.A.") § 44-10-2(2); and

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Georgia and in particular the Uniform Conservation Easement Act, O.C.G.A. §§ 44-10-1 et seq. (the "*Act*"), Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity in gross over the Property of the nature and character and to the extent hereinafter set forth (the "*Easement Area*"), to have and to hold unto Grantee, its successors and assigns forever. Grantor and Grantee intend that this Easement be a "conservation agreement," as defined in the Act.

1. **Purpose and Duration.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural and/or restored condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are not inconsistent with the purpose of this Easement.

This Easement is perpetual under Georgia law.

2. **Rights of Grantors.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of Paragraphs 3 & 4, the following rights are expressly reserved.
 - a. To reside on the Property.

- b. To engage in and permit others to engage in private noncommercial recreational uses of the Property, which require no surface alteration or other development of the land. No right of public access by the general public to any portion of the Property is conveyed by this Easement. Recreational uses shall not include the use of motorized vehicles, including motorcycles, all-terrain or off-road vehicles, or aircraft.
- c. To sell, lease, give, mortgage or otherwise convey the Property, provided such conveyance is subject to the terms of this Easement and written notice is provided to the Grantee.
- d. With prior approval of the Grantees, the following improvements to the Property are permitted:
 - (1) The maintenance, renovation or replacement of existing agricultural, residential, and related buildings, structures, driveways, and other improvements in substantially their present location as shown on **Exhibit B** or as placed or constructed under Subparagraphs (2), (3), and (4) below; provided that any renovation or replacement of an existing building, structure, or improvement may not substantially alter its character or function or increase its present height, or the land surface area it occupies;
 - (2) The placement or construction, after prior approval by Grantee, of pedestrian trails or recreational facilities, provided that no more than 10% of the land surface area is disturbed;
 - (3) The placement or construction of restoration projects;
 - (4) The installation, repair, replacement, or maintenance of utility systems or extension of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities. This section should not be interpreted to automatically grant a utility easement to Grantee;
 - (5) The following specific improvements: hiking trails, using primarily permeable materials, which do not disturb the Conservation Values of the Easement and in a location approved by Grantee;
 - (6) The removal of exotic invasive vegetation; and
 - (7) The right of Grantor to construct a privacy/security fence on the Property so long as the fence is not higher than six (6) feet tall, is in compliance with all applicable City of Sandy Springs and Fulton County building codes and requirements, and so long as said fence

is constructed in a manner which maintains the integrity, spirit, and intent of this Easement.

e. Hunting, fishing, trapping and predator control, in a manner consistent with federal, state and local laws, are permitted on the Property.

f. Grantor shall retain all rights, benefits privileges and credits related to carbon sequestration in the above-ground and below-ground biomass, and the soil of the Property.

g. Grantor shall retain all rights to hold, market, and transfer any and all rights related to forest carbon, including but not limited to mitigation credits and offsets, now present or existing in the future, and the right to report such mitigation credits or offsets to any relevant public or private regulatory/oversight body or registry whether pursuant to a voluntary system or once created by local, federal, or international law or regulation, which rights arise from or are generated by or from the Property on or after the date of this Easement (collectively the “*Forest Carbon Services*”). The Forest Carbon Services retained hereunder shall specifically include, but shall not be limited to, the right to hold, reserve, report, market, or retire and greenhouse gas mitigation credits or offsets that may be generated upon the Property, and other types of mitigation credits or offsets that arise from the production of forest carbon. Grantor shall have the absolute discretion in determining the purchaser(s) and /or recipient(s) of any Forest Carbon Services and the consideration for such forest carbon services shall inure to the sole benefit of Grantor.

h. Grantor may construct, maintain, repair or replace one (1) subsistence garden on the Property. Said garden may be used for *de minimis* agricultural-related activities.

i. Grantor may utilize water sources, courses, and bodies within the Property so long as such usage is in accordance with local, state and federal laws and shall be consistent with sound agricultural practices and a current Natural Resources Conservation Service conservation plan, or its equivalent, a prepared by the United States Department of Agriculture or similar agency. This reservation of right to utilize water sources, courses, and bodies within the Property requires that the Grantor re-vegetate and restore the Property to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the Conservation Values of the Property.

(b) To review activities which involve the disturbance of land or vegetation, prior to such disturbance taking place. Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. Grantee shall grant or withhold its approval in writing within thirty days of receipt of Grantor’s written request therefore. Grantee’s approval may be

withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

- (c) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Paragraph 6; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property. In the event Grantor elects to maintain gated, locked access to and through the Property, Grantor agrees to provide Grantee with keys for such locks.
- (d) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require of the Grantor, the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use by Grantor, pursuant to the remedies set forth in Paragraph 6.

4. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) The legal or de facto division, subdivision, or partitioning of the Property for any purpose, except as may be required by law for the uses permitted in Paragraph 2;
- (b) Any commercial or industrial use of or activity on the Property other than those permitted under Paragraph 2 or Subparagraph 4(1);
- (c) The placement, construction, or maintenance of any buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, parking lots, and utility lines and related facilities) other than those permitted elsewhere in this document;
- (d) Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod; archaeological investigation; except as may be required in the course of any activity expressly permitted herein or, after notice to the appropriate state agency and with the prior approval of Grantee; provided that construction materials, such as rock, dirt, sand, and gravel, may be taken for use in connection with permitted activities on the Property only from locations approved by Grantee;
- (e) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant depletion or pollution of any surfaces or subsurface waters;
- (f) Any new or additional use that substantially increases pollution or that would

substantially interfere with the preservation of the Property;

- (g) The pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies; nor shall activities be conducted on the Property or on adjacent property, if owned by Grantor, that would be detrimental to water purity or that could alter the natural water level or flow in or over the Property. Specifically, there should be no alteration or manipulation of wetlands, if any, without express written approval of the Grantee and the U.S. Army Corps of Engineers, when such wetlands fall in their jurisdiction;
- (h) The pruning, cutting down, or other destruction or removal of trees or other vegetation, except as otherwise permitted under Paragraph 2 above;
- (i) The use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, or the use of devices commonly known as “bug-zappers”;
- (j) The processing, storage, dumping, burning, burying, or other disposal of wastes, refuse, and debris including household, gardening, construction, and hazardous materials on the Property;
- (k) The placement of any signs or billboards on the Property, except those signs whose placement, number, and design do not significantly diminish the scenic character of the Property may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise or regulate on-site activities permitted pursuant to Paragraph 2, including historic property markers and interpretive signage, to advertise the Property for sale or rent, and to post the Property to control unauthorized entry or use;
- (l) The exploration for, or development and extraction of minerals and hydrocarbons by any surface mining method or any other method that would significantly impair or interfere with the conservation values of the Property. Prior to engaging in any mineral exploration, development, or extraction by any method not otherwise prohibited by this paragraph, Grantor must notify Grantee and submit a plan for Grantee’s approval that provides for minimizing the adverse effects of the operation on the Conservation Values of the Property. In addition to such other measures as may be required to protect the Conservation Values of the Property, the plan must provide for: (1) preserving the quantity and quality of all surface and ground water; (2) concealing all facilities or otherwise locating them so as to be compatible with existing topography and landscape to the greatest practicable extent; and (3) restoring any altered physical features of the land to their original state;
- (m) The operation of wheeled or tracked equipment, except as specifically authorized

by Grantee. The operation of wheeled or tracked equipment are allowed as part of an approved maintenance activity or an emergency operation; and

- (n) The purposeful introduction of exotic plants or species.

5. Amendments. If circumstances arise under which an amendment to this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration, including but not limited to any amendments required by the DNR to meet the purpose of a conservation easement or the Georgia Conservation Tax Credit Program. Any such amendment shall be recorded in the official real estate records of Fulton County, Georgia; under no circumstances will Grantee be required to agree to amend the Easement.

6. Grantee's Remedies.

6.1 Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to non-binding mediation by request made in writing to the other.

6.2 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.3 Injunctive Relief. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to commence and continue diligently to cure such violation within the thirty day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.4 Damages. Grantee shall be entitled to recover damages for Grantor's violation of the terms of this Easement or injury to any conservation values, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.5 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this

Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire; provided, however, that Grantee shall notify Grantor as soon as is reasonably practicable.

- 6.6 **Scope of Relief.** Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and the Grantee shall be entitled to the injunctive relief described in Paragraph 6.3, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 6.7 **Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by the prevailing party.
- 6.8 **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 6.9 **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.
- 6.10 **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement.
7. **Costs, Liabilities, Taxes, and Environmental Compliance.**
- 7.1 **Costs, Legal Requirements, and Liabilities.** Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be

undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

- 7.2 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "*taxes*"), and shall furnish Grantee with satisfactory evidence of payment upon request.
- 7.3 **Title.** The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Easement; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.
- 7.4 **Reserved.**
- 7.5 **Hazardous Waste.** Grantor represents and warrants to the Grantee that, to Grantor's knowledge, (i) no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited on or in the Property, and (ii) there are not now any underground storage tanks located on the Property. As used herein, the phrase "to Grantor's knowledge" shall mean the actual and not constructive knowledge, without investigation, of Grantor.
- 7.6 **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("*CERCLA*").
- 7.7 **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "*Indemnified Parties*") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; and (3) the presence

or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

8. **Transfer, Assignment, Extinguishment, and Condemnation**

8.1 **Parties Subject to Easement.** The covenants agreed to and the terms, conditions, and restrictions imposed by this Easement shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Property.

8.2 **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

8.3 **Merger.** Grantor and Grantee agree that the terms of this Easement shall survive any merger of the fee and easement interest in the Property.

8.4 **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold a conservation easement under the Act (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this Easement is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

8.5. **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in the whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Paragraph 8.6.

- 8.6 **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purpose of Paragraphs 8.5 and 8.7 only, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purpose of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.
- 8.7 **Condemnation.** Any condemnation of property subject to this Easement shall be in accordance with Georgia condemnation law. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 8.6.
- 8.8 **Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this Section 8 in a manner consistent with its conservation purposes, which are exemplified by this grant, and in a manner consistent with the purposes of the Greenway Acquisition Plan.
9. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within thirty days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty days of receipt of Grantor's written request therefor.
10. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, sent by national overnight carrier or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Renee Kaswan
6787 Riverside Drive
Sandy Springs, Georgia 30328

To Grantee: City of Sandy Springs, Georgia
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350
Attention: City Attorney

or to such other address as either party from time to time shall designate by written notice to the other.

11. **Recordation.** Grantee shall record this instrument in a timely fashion in the official records of Fulton County, Georgia, and may re-record it at any time as may be required to preserve its rights in this Easement.
12. **General Provisions**
 - 12.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Georgia.
 - 12.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - 12.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
 - 12.4 **Entire Agreement.** This Easement sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
 - 12.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
 - 12.6 **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.
 - 12.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
 - 12.8 **Captions.** The captions in this Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have not effect upon construction

or interpretation.

- 12.9 **Counterparts.** The parties may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
13. **Section 2031(c) Federal Estate Tax Exclusion.** Grantor and Grantee agree that the rights and activities reserved and permitted hereunder relating to recreational activities are intended to be consistent with the Conservation Purpose outlined in Section 170(h) of the Internal Revenue Code. Grantor believes that such rights and activities are not intended to constitute more than a “de minimis” use of the Property for “recreational activities” as those terms are used in Section 2031(c) of the Internal Revenue Code.

[Signatures Commence On The Following Page]

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Signed, sealed and delivered this _____ day of December, 2013 in the presence of:

GRANTOR:

Unofficial Witness

By: _____ (SEAL)
RENEE KASWAN

Unofficial Witness

Notary Public

My Commission Expires:

Signed, sealed and delivered this _____ day of December, 2013 in the presence of:

GRANTEE:

CITY OF SANDY SPRINGS

Attest:

Municipal Clerk (seal)

By: _____
Name: _____
Title: _____

Notary Public

My Commission Expires:

Approved as to form:

City Attorney

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Signed, sealed and delivered this 14th day of December, 2013 in the presence of:

[Signature]
Unofficial Witness

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:
MARCH 30, 2017

GRANTOR:

By: [Signature] (SEAL)
RENEE KASWAN

(PLEASE SEE ATTACHED CALIFORNIA ACKNOWLEDGMENT)

Signed, sealed and delivered this _____ day of December, 2013 in the presence of:

GRANTEE:

CITY OF SANDY SPRINGS

Attest:

(seal)
Municipal Clerk

By: _____
Name: _____
Title: _____

Notary Public

My Commission Expires:

Approved as to form:

City Attorney

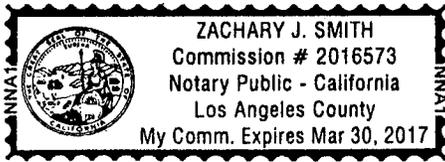
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of LOS ANGELES }

On DECEMBER 14, 2013 before me, ZACHARY J SMITH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared RENEE LESLIE KASWAN
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EASEMENT Document Date: DEC. 14, 2013

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Survey of Property
- C. Baseline Documentation Report

EXHIBIT A

Legal Description

All that tract or parcel of land lying and being in Land Lot 130 of the 17th District, City of Sandy Springs, Fulton County, Georgia, being a portion of the Kaswan Acres Subdivision as recorded in Plat Book 348, Page 15, and being more particularly described as follows:

Beginning at the northwestern end of the mitered intersection of the southeastern right of way of Riverside Drive (right of way varies) and the southwestern right of way of Johnson Ferry Road (right of way varies); thence proceeding along said right of way of Johnson Ferry Road the following courses and distances: South 66 degrees 26 minutes 47 seconds East a distance of 165.08 feet to a point, South 39 degrees 00 minutes 03 seconds East a distance of 16.35 feet to a point, along a curve to the left with a radius of 925.38 feet and an arc length of 173.12 feet (said curve having a chord bearing of South 49 degrees 49 minutes 55 seconds East and a chord distance of 172.87 feet) to a point, South 53 degrees 35 minutes 51 seconds East a distance of 69.73 feet to a point, South 24 degrees 24 minutes 06 seconds West a distance of 26.54 feet to a point, South 56 degrees 53 minutes 31 seconds East a distance of 54.10 feet to a point, South 51 degrees 33 minutes 54 seconds East a distance of 96.60 feet to a point, along a curve to the right with a radius of 927.10 feet and an arc length of 135.34 feet (said curve having a chord bearing of South 47 degrees 17 minutes 02 seconds East and a chord distance of 135.22 feet) to a point and South 43 degrees 11 minutes 14 seconds East a distance of 31.58 feet to a point; thence leaving said right of way of Johnson Ferry Road and proceeding South 48 degrees 29 minutes 50 seconds West a distance of 73.13 feet to a point; thence proceeding South 49 degrees 36 minutes 01 seconds West a distance of 65.12 feet to a point; thence proceeding North 50 degrees 10 minutes 07 seconds West a distance of 205.87 feet to a point; thence proceeding South 39 degrees 49 minutes 53 seconds West a distance of 316.79 feet to a point; thence proceeding South 71 degrees 41 minutes 08 seconds West a distance of 248.19 feet to a point on the eastern right of way of Riverside Drive (right of way varies); thence proceeding along said right of way of Riverside Drive the following courses and distances: along a curve to the left with a radius of 425.67 feet and an arc length of 243.19 feet (said curve having a chord bearing of North 04 degrees 10 minutes 42 seconds East and a chord distance of 239.90 feet) to a point, North 12 degrees 05 minutes 40 seconds West a distance of 195.88 feet to a point, along a curve to the left with a radius of 370.51 feet and an arc length of 86.98 feet (said curve having a chord bearing of North 20 degrees 28 minutes 00 seconds West and a chord distance of 86.78 feet) to a point, along a curve to the left with a radius of 832.13 feet and an arc length of 116.06 feet (said curve having a chord bearing of North 33 degrees 46 minutes 43 seconds West and a chord distance of 115.97 feet) to a point, North 12 degrees 51 minutes 03 seconds West a distance of 46.27 feet to a point, along a curve to the right with a radius of 43.18 feet and an arc length of 10.71 feet (said curve having a chord bearing of North 24 degrees 03 minutes 03 seconds East and a chord distance of 10.68 feet) to a point and North 72 degrees 33 minutes 39 seconds East a distance of 256.27 feet to the Point of Beginning.

Said tract contains 300584 square feet or 6.90 acres.

LESS AND EXCEPT THE FOLLOWING:

ALL THAT TRACTOR PARCEL OF LAND LYING AND BEING IN LAND LOT 130 OF THE 17TH LAND DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF JOHNSON FERRY ROAD, WHICH POINT IS THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID HIGHWAY WITH THE EAST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE:

Running thence S 64°27'20.1" E a distance of 19.57 feet to a point; thence S 19°22'48.4" W a distance of 31.01 feet to a point; thence S 82°49'11.7" W a distance of 86.34 feet to a point; thence S 71°20'04.6" W a distance of 63.54 feet to a point; thence S 51°53'32.5" W a distance of 30.22 feet to a point; thence S 10°55'58.3" W a distance of 44.51 feet to a point; thence S 17°31'15.1" E a distance of 30.78 feet to a point; thence S 25°41'44.6" E a distance of 142.95 feet to a point; thence S 2°50'48.9" E a distance of 62.15 feet to a point; thence S 17°56'19.7" W a distance of 64.78 feet to a point; thence S 40°13'28.1" W a distance of 23.60 feet to a point; thence N 9°56'37.1" W a distance of 107.79 feet to a point; thence northwesterly 174.99 feet along the arc of a curve (said curve having a radius of 399.60 feet and a chord distance of 173.59 feet on a bearing of N 21°46'41.3" W) to a point; thence N 35°08'27.7" W a distance of 49.29 feet to a point; thence N 29°06'42.4" W a distance of 7.75 feet to a point; thence northwesterly 51.33 feet along the arc of a curve (said curve having a radius of 43.19 feet and a chord distance of 48.36 feet on a bearing of N 0°16'16.9" W) to a point; thence N 74°33'06.4" E a distance of 256.22 feet back to the point of beginning.

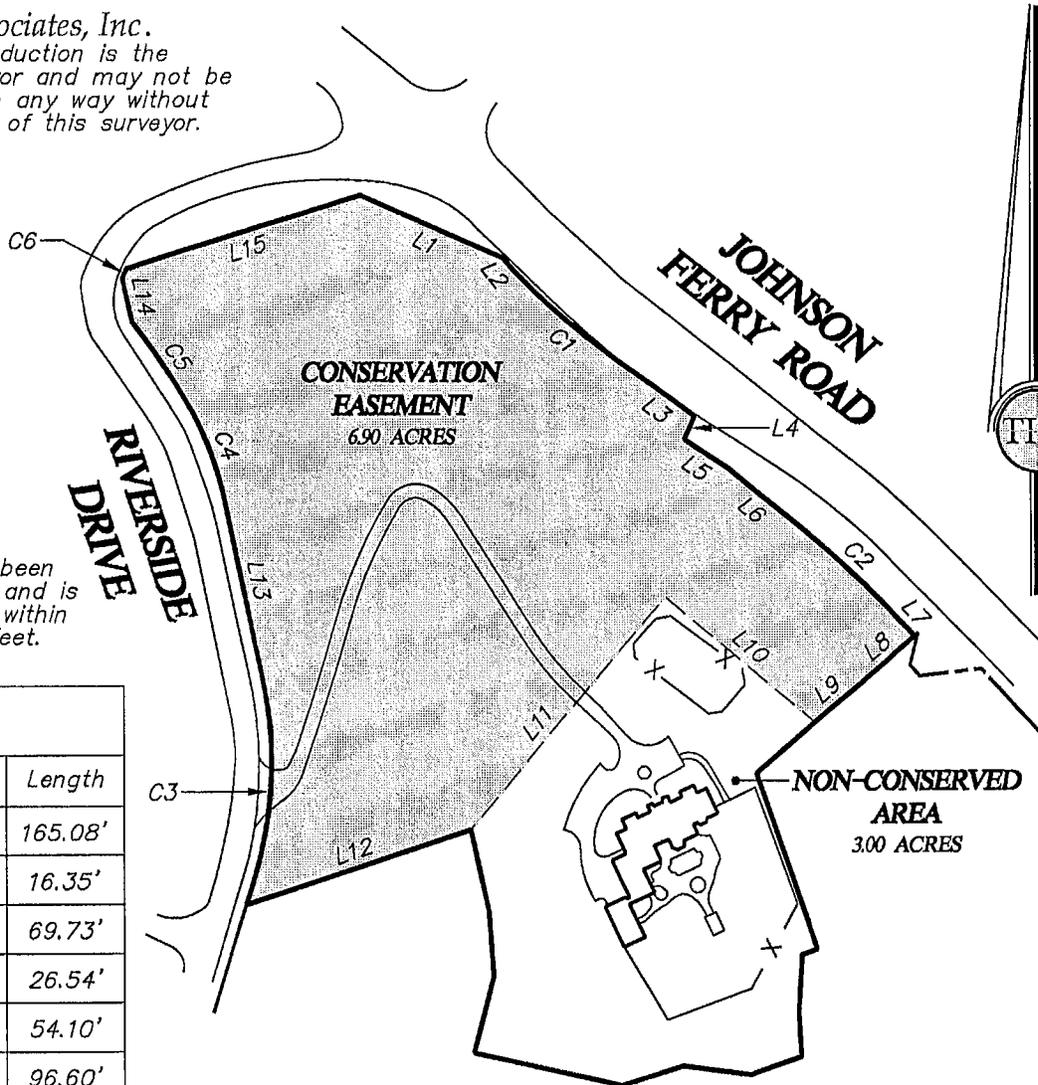
SAID TRACT OR PARCEL OF LAND, CONTAINING 0.596 ACRES (25,961.76 SQUARE FEET), IS A PORTION OF THE PROPERTY DESCRIBED IN PLAT BOOK 348 ON PAGE 15 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF FULTON COUNTY. SAID DEED, BY REFERENCE, IS INCORPORATED HEREIN.

EXHIBIT B

Survey of Property

See attached.

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 Travis Pruitt & Associates, Inc.
 This plat and its reproduction is the property of the surveyor and may not be reproduced, or used in any way without the written permission of this surveyor.

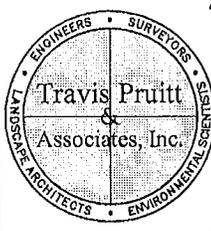


SURVEY NOTE:

This map or plat has been calculated for closure and is found to be accurate within one foot in 248,387 feet.

Line Table		
Line #	Direction	Length
L1	S66°26'47"E	165.08'
L2	S39°00'03"E	16.35'
L3	S53°35'51"E	69.73'
L4	S24°24'06"W	26.54'
L5	S56°53'31"E	54.10'
L6	S51°33'54"E	96.60'
L7	S43°11'14"E	31.58'
L8	S48°29'50"W	73.13'
L9	S49°36'01"W	65.12'
L10	N50°10'07"W	205.87'
L11	S39°49'53"W	316.79'
L12	S71°41'08"W	248.19'
L13	N12°05'40"W	195.88'
L14	N12°51'03"W	46.27'
L15	N72°33'39"E	256.27'

Curve Table				
Curve #	Radius	Length	Chord Length	Chord Direction
C1	925.38'	173.12'	172.87'	S49° 49' 55"E
C2	927.10'	135.34'	135.22'	S47° 17' 02"E
C3	425.67'	243.19'	239.90'	N4° 10' 42"E
C4	370.51'	86.98'	86.78'	N20° 28' 00"W
C5	832.13'	116.06'	115.97'	N33° 46' 43"W
C6	43.18'	10.71'	10.68'	N24° 03' 03"E



4317 Park Drive, Suite 400
 Norcross, Georgia 30093
 Phone: (770)416-7511
 Fax: (770)416-6759
 www.travispruitt.com

Certificate of
 Authoraton Number 613

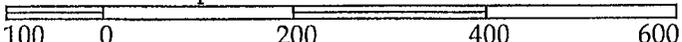
EXHIBIT FOR

Conservation Easement

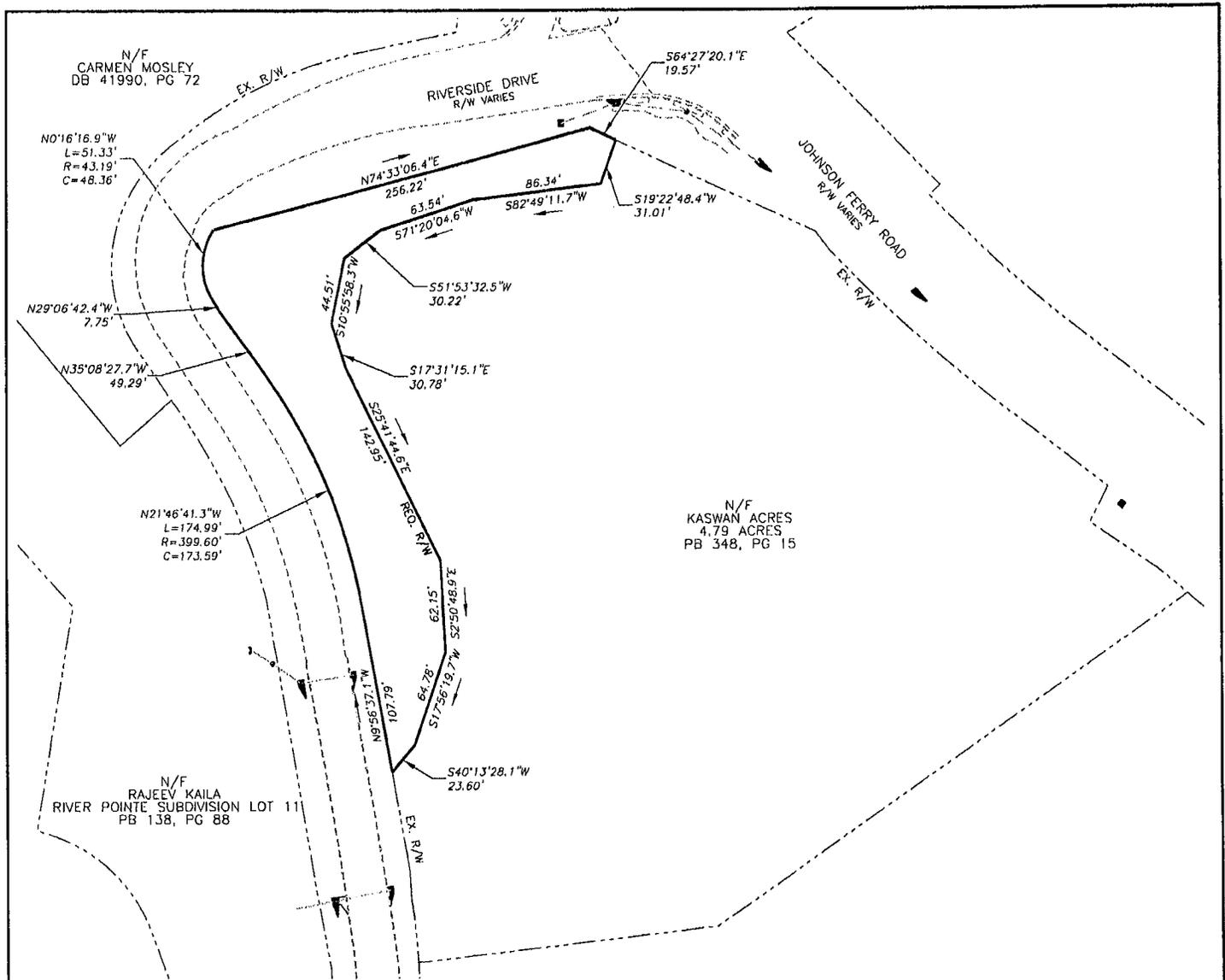
AUTHORIZED BY: Strategic Capital Partners

Land Lot 130 ~ 17th District
 City of Sandy Springs, Fulton County, Georgia
 Kaswan Acres Subdivision (Plat Book 348, Page 15)

Graphic Scale: 1 Inch = 200 Feet



PLAT DATE:	12/12/13
FIELD DATE:	N/A
SCALE:	1"=200'
JN:	1-13-0372.644
FN:	101-A-2028
DRAWN BY:	AB
Sheet No.	1 of 1



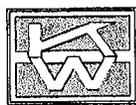
LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 130 OF THE 17TH LAND DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF JOHNSON FERRY ROAD, WHICH POINT IS THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID HIGHWAY WITH THE EAST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE:

Running thence S 64°27'20.1" E a distance of 19.57 feet to a point; thence S 19°22'48.4" W a distance of 31.01 feet to a point; thence S 82°49'11.7" W a distance of 86.34 feet to a point; thence S 71°20'04.6" W a distance of 63.54 feet to a point; thence S 51°53'32.5" W a distance of 30.22 feet to a point; thence S 10°55'58.3" W a distance of 44.51 feet to a point; thence S 17°31'15.1" E a distance of 30.78 feet to a point; thence S 25°41'44.6" E a distance of 142.95 feet to a point; thence S 2°50'48.9" E a distance of 62.15 feet to a point; thence S 17°56'19.7" W a distance of 64.78 feet to a point; thence S 40°13'28.1" W a distance of 23.60 feet to a point; thence N 9°56'37.1" W a distance of 107.79 feet to a point; thence northwesterly 174.99 feet along the arc of a curve (said curve having a radius of 399.60 feet and a chord distance of 173.59 feet on a bearing of N 21°46'41.3" W) to a point; thence N 35°08'27.7" W a distance of 49.29 feet to a point; thence N 29°06'42.4" W a distance of 7.75 feet to a point; thence N 0°16'16.9" W) to a point; thence N 74°33'06.4" E a distance of 256.22 feet back to the point of beginning.

SAID TRACT OR PARCEL OF LAND, CONTAINING 0.596 ACRES (25,961.76 SQUARE FEET), IS A PORTION OF THE PROPERTY DESCRIBED IN PLAT BOOK 348 ON PAGE 15 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF FULTON COUNTY. SAID DEED, BY REFERENCE, IS INCORPORATED HEREIN.

SCALE:	1" = 100'
CHECKED BY:	RA
DRAWN BY:	CMS
DATE:	11/6/2013



KECK & WOOD, INC.
 2750 PREMIERE PARKWAY
 SUITE 900
 DULUTH, GEORGIA 30097
 Phone: (678) 417-4000 Fax: (678) 417-4055
 ENGINEERS SURVEYORS PLANNERS

RIGHT-OF-WAY PLAN
RIVERSIDE DRIVE REALIGNMENT
CITY OF SANDY SPRINGS



JOB NUMBER: 120150

EXHIBIT C

Baseline Documentation Report

See attached.



630 Colonial Park Drive, Suite 200
Roswell, Georgia 30075
770/998-7848 Office ~ 770/998-5606 Fax
www.ecologicalsolutions.net

December 13, 2013

Mr. James Freeman
Strategic Capital Partners
5820 Clarion Street, Suite 200
Cumming, GA 30040

RE: Baseline Natural Resources Inventory Findings
Approximately 6.3+/- acres site
Fulton County, Georgia
ES# 10386-001

Dear Mr. Freeman:

At your request, Ecological Solutions conducted a baseline natural resources inventory of the above mentioned site in order to assess the presence and location of jurisdictional wetlands/waters regulated by the U.S. Army Corps of Engineers (USACE), state waters potentially requiring a stream buffer, invasive species, protected species, and specimen trees. Field studies were conducted on December 9, 2013. Below is a brief description of our findings and potential permitting requirements.

The delineation was conducted in accordance with the *1987 USACE Wetlands Delineation Manual* (Manual). State waters were identified following protocols outlined in the Georgia Environmental Protection Division (EPD) *Field Guide for Determining State Waters that Require a Buffer* (September 2006). The Project Study Area (PSA) encompasses the approximate 6.3+/- acres within the boundary lines provided by Keck & Wood, Inc.

Findings

Field studies did not identify the presence of any federal or state jurisdictional wetlands or streams.

The site is described as a mature hardwood northwest sloping point with established residential modifications along the existing driveway (Figures 1 and 2). Dominant canopy vegetation is comprised of white oak (*Quercus alba*), tulip poplar (*Liriodendron tulipifera*), hickory (*Carya* sp.), northern red oak (*Quercus rubra*), southern magnolia (*Magnolia grandiflora*), and scattered loblolly pine (*Pinus taeda*) (Figures 4a and 4b). Mid-story is comprised of American beech (*Fagus grandifolia*), flowering dogwood (*Cornus florida*), southern sugar maple (*Acer barbatum*), and southern magnolia. Understory is comprised of primarily hardwood saplings and deep leaf litter. In areas near the driveway and closer to the southeastern boarder near the

residence, English ivy (*Hedera helix*) dominated. Along the driveway from Riverside Drive to the southeastern border of the property, established ornamental specimens of monkey grass (*Liriope muscari*), hollyleaved barberry (*Mahonia aquifolium*), ornamental azalea (*Rhododendron* sp.) and English ivy have been planted.

Invasive Species

Two non-native invasive species were observed within the property boundary. English ivy was observed scattered throughout the area associated with the driveway and closer to the residence. A small population of Japanese honeysuckle (*Lonicera japonica*) was observed at the north eastern boundary of the property near the lower disturbed Johnson Ferry Road right-of-way.

Specimen and Heritage Trees

Following the Fulton County standards for specimen and heritage trees (Table 1), a survey of the property found seven specimens that exceeded the minimum requirements (Table 2 and Figure 3).

Table 1: Fulton County Standards for Specimen and Heritage Trees and Stands of Trees

Tree Type	Tree Diameter Size	Examples
Large hardwoods	27 inch d.b.h.	Oak, hickory, yellow poplar, sweetgum etc.
Large hardwoods	24 inch d.b.h.	Beech
Large softwoods	24 inch d.b.h.	Pine, deodar cedar
Small native flowering	10 inch d.b.h.	Dogwood, redbud, sourwood

Table 2: Specimen trees observed

Common Name	Scientific Name	Diameter (Inches)	Diameter at Breast Height (dbh)
Loblolly pine	<i>Pinus taeda</i>	92	29.29
Northern red oak	<i>Quercus rubra</i>	115	36.62
White oak	<i>Quercus alba</i>	96	30.57
White oak	<i>Quercus alba</i>	100	31.85
Loblolly pine	<i>Pinus taeda</i>	82	26.11
Loblolly pine	<i>Pinus taeda</i>	92	29.30
Loblolly pine	<i>Pinus taeda</i>	87	27.70

Protected Species

The list (Table 3) of protected species known to exist within the project area was compiled by review of the USFWS IPaC database (updated 2013), the GDNr county database (updated 2011), *Protected Plants of Georgia* (Patrick *et al.*, 1995), *Protected Animals of Georgia* (Georgia Department of Natural Resources, 1999), and *Georgia's Protected Wildlife* (Odum *et al.*, 1977).

No federal or state listed species were observed during the survey. Habitat for the northern long-eared bat (*Myotis septentrionalis*) was observed in the older mature white oaks. The flakey bark of the white oak provides potential roosting habitat for the northern long-eared bat. No habitat for any of the other federal or state listed species was observed

Table 3. Protected Species Summary Table

Species Name	Common Name	Federal Rank	State Rank	Habitat Present	Species Present
<i>Medionidus penicillatus</i>	gulf moccasinshell	E	E	No	No
<i>Hamiota subangulata</i>	shiny-rayed pocketbook	E	E	No	No
<i>Pleurobema pyriforme</i>	oval pigtoe	E	E	No	No
<i>Elliptoideus sloatianus</i>	purple bankclimber	T	T	No	No
<i>Etheostoma scotti</i>	Cherokee darter	T	T	No	No
<i>Myotis septentrionalis</i>	northern long-eared bat	PE	PE	Yes	No
<i>Aimophila aestivalis</i>	Bachman's sparrow	NR	R	No	No
<i>Ammodramus henslowii</i>	Henslow's sparrow	NR	R	No	No
<i>Cambarus howardi</i>	Chattahoochee crayfish	NR	T	No	No
<i>Cyprinella callitaenia</i>	bluestripe shiner	NR	R	No	No
<i>Elliptio arcata</i>	delicate spike	NR	E	No	No
<i>Falco peregrinus</i>	peregrine falcon	NR	R	No	No
<i>Notropis hypsilepis</i>	highscale shiner	NR	R	No	No
<i>Cypripedium acaule</i>	pink ladyslipper	NR	U	No	No
<i>Cypripedium parviflorum</i>	yellow ladyslipper	NR	R	No	No
<i>Fothergilla major</i>	mountain witch-alder	NR	SC	No	No
<i>Monotropsis odorata</i>	sweet pinesap	NR	T	No	No
<i>Nestronia umbellule</i>	Indian olive	NR	R	No	No
<i>Schisandra glabra</i>	bay star-vine	NR	T	No	No
<i>Waldsteinia lobata</i>	barren strawberry	NR	R	No	No

E=Endangered, T=Threatened, PE=Proposed Endangered, R=Rare, U=Unusual, SC=Special Concern, NR=Not Ranked

Permitting Overview

Section 404/U.S. Army Corps of Engineers (USACE)

Streams, open waters, and wetlands are considered "Waters of the United States." Construction activities within waters of the U.S. are regulated by USACE under the Clean Water Act (33 U.S.C. 1344).

Since there are not any jurisdictional systems located within the PSA, proposed development of the site would not require coordination with the USACE. A Pre-Construction Notification (PCN) would not be required for site development

Georgia EPD/State Waters Requiring a Buffer

State waters are defined as “any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural and artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation, except as may be defined in O.C.G.A. 12-7-17(8).”

No state waters were identified within the PSA.

Not all state waters require a buffer. Guidance provided in the EPD document, *Field Guide for Determining State Waters that Require a Buffer* (September 2006), was utilized by field staff to evaluate on-site drainage features.

The Georgia Erosion and Sedimentation Act, as amended (Code Section 12-7-6(15)) prohibits land disturbing activities within 25 feet (horizontally measured) of state waters requiring a buffer, unless a variance is obtained from the Director of the Georgia EPD or if the activity is specifically exempted. In many cases, EPD’s authority for delineation of state waters is promulgated down to local issuing authorities, which administer the permitting process and issue Land Disturbance Permits (LDP’s); however, only the director of EPD can grant a stream buffer variance once delineated. Stream buffers are measured horizontally from the point where vegetation has been wrested by normal stream flow. The local issuing authority for this project is the city of Sandy Springs and it is within their authority to determine if a buffer and/or variance is required for the proposed project. Additionally, many LIA’s have adopted additional buffer requirements beyond the state 25-foot minimum.

Conservation Status

The PSA is uniquely located to provide multiple conservation benefits. The property is located within 300 linear feet of the Chattahoochee River and directly across the river from the Cochran Shoals Unit of the Chattahoochee River National Recreation Area. The Chattahoochee River has been identified as a priority watershed and conservation of riparian corridors are vital to preserving the water quality for drinking water as well as the riverine wildlife within the watershed. The PSA provides deep organic soils suitable for reducing runoff and providing filtration for runoff. The location in proximity to Cochran Shoals Unit provides riparian preservation on both sides of the river.

The Comprehensive Wildlife Conservation Strategy for Georgia (GCWCS) identifies multiple high priority habitats for the Piedmont ecoregion one of which describes the habitat within the PSA. Mesic Hardwood Forests are non-wetland forests of floodplains, ravines, and north-facing

slopes in the Piedmont. They may include species such as American beech, white oak, northern red oak, bitternut hickory, pignut hickory, shagbark hickory, bigleaf magnolia, yellow poplar, blackgum, dogwood, black cherry, and loblolly pine. The site evaluation found that the PSA contains the majority of the described species, floodplains, and north-facing slopes. The species in this habitat provide excellent wildlife benefit through their production of acorns and nuts for food sources as well as roosting and migratory foraging habitat for a variety of birds and mammals.

The GCWCS also identifies several problems affecting wildlife diversity. Encroachment of vegetated stream buffers and general loss of permeable watershed surfaces have been identified as significant problems in the Piedmont ecoregion, due to intense development pressures. In many areas, the amount of impermeable surface in the local watershed provides very little capacity for reduction of non-point source pollution leading to flash flooding, streambank scouring, and diminished groundwater recharge capacity. The PSA provides a tract of natural habitat within an urban area and within the riparian buffer of the high priority watershed of the Chattahoochee River. The deep rich soils of the PSA provide excellent filtration for non-point source pollution abatement and maintaining groundwater recharge.

Conclusion

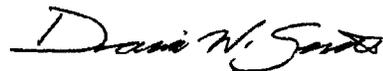
Field investigations did not identify the presence of jurisdictional wetlands or streams. Since no jurisdiction features were identified, no coordination with the USACE would be required for development of the site. No State Waters were identified. Sandy Springs, as the LIA, has the final determination regarding state waters and the requirement for a stream buffer variance. Two invasive species were observed within the study area. The specimen and heritage tree survey found seven specimens that qualify based on their tree diameter at breast height. Potential roosting habitat for the northern long-eared bat was observed in some of the mature white oaks. No other federal or state listed individuals or their habitat were observed. The close proximity of the PSA within an identified high priority watershed, soil characteristics that benefit non-point source abatement and groundwater recharge, and wildlife habitat benefits indicate that the property would be beneficial under conservation protection.

Ecological Solutions appreciates the opportunity to assist you with this project. If you have any questions or require any additional information regarding this letter report, please contact us at 770-998-7848.

Sincerely,
ECOLOGICAL SOLUTIONS, INC.



H. Lee Griffith
Vice President/Senior Ecologist



David Smith
Vice President/Senior Ecologist

Mr. James Freeman
December 13, 2013
Page 6 of 6

Attachments:

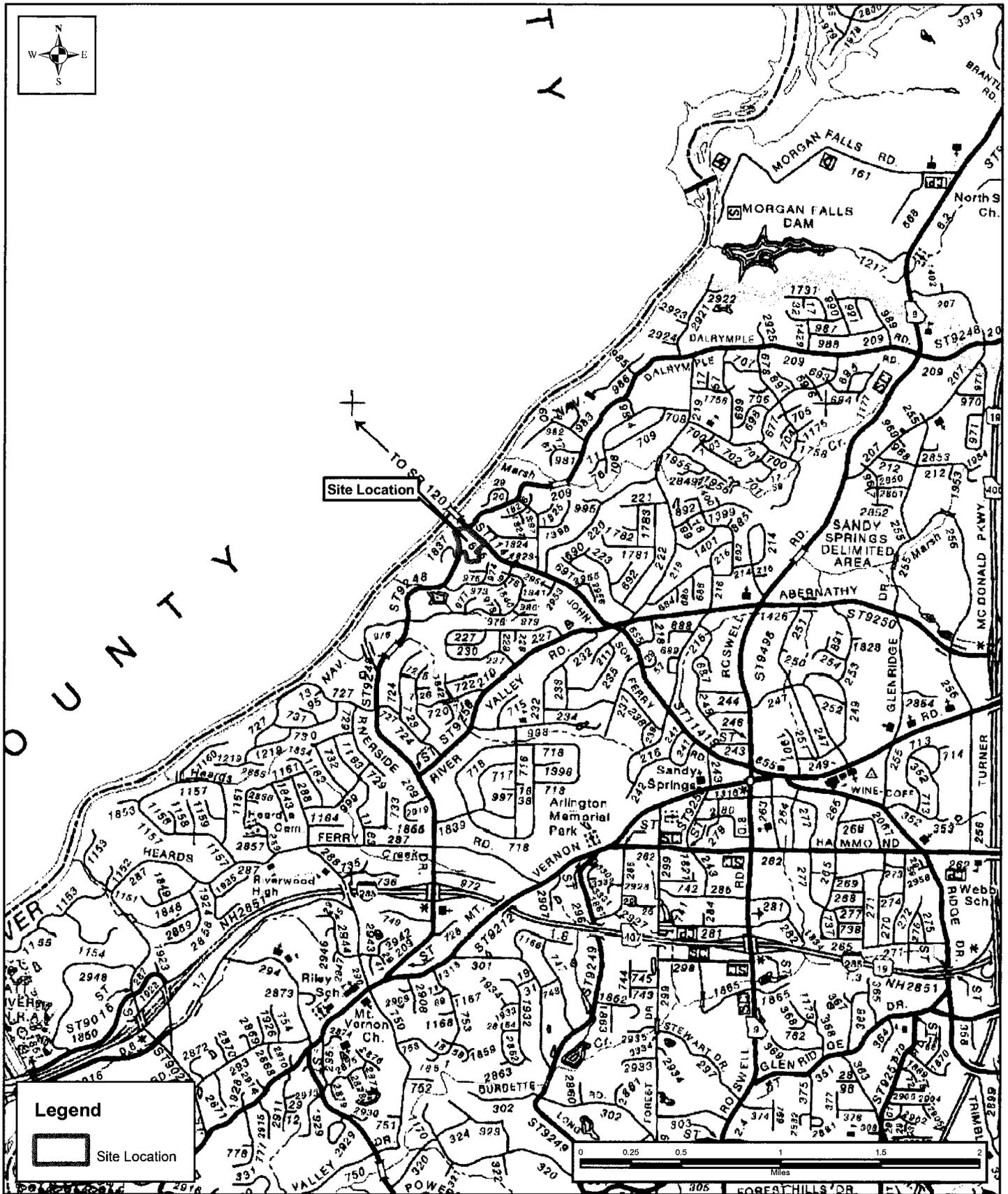
Figure 1 – Site Location Map

Figure 2 – Site Topographic Map

Figure 3 – Specimen Tree Locations

Figure 4a – Photographs

Figure 4b – Photographs



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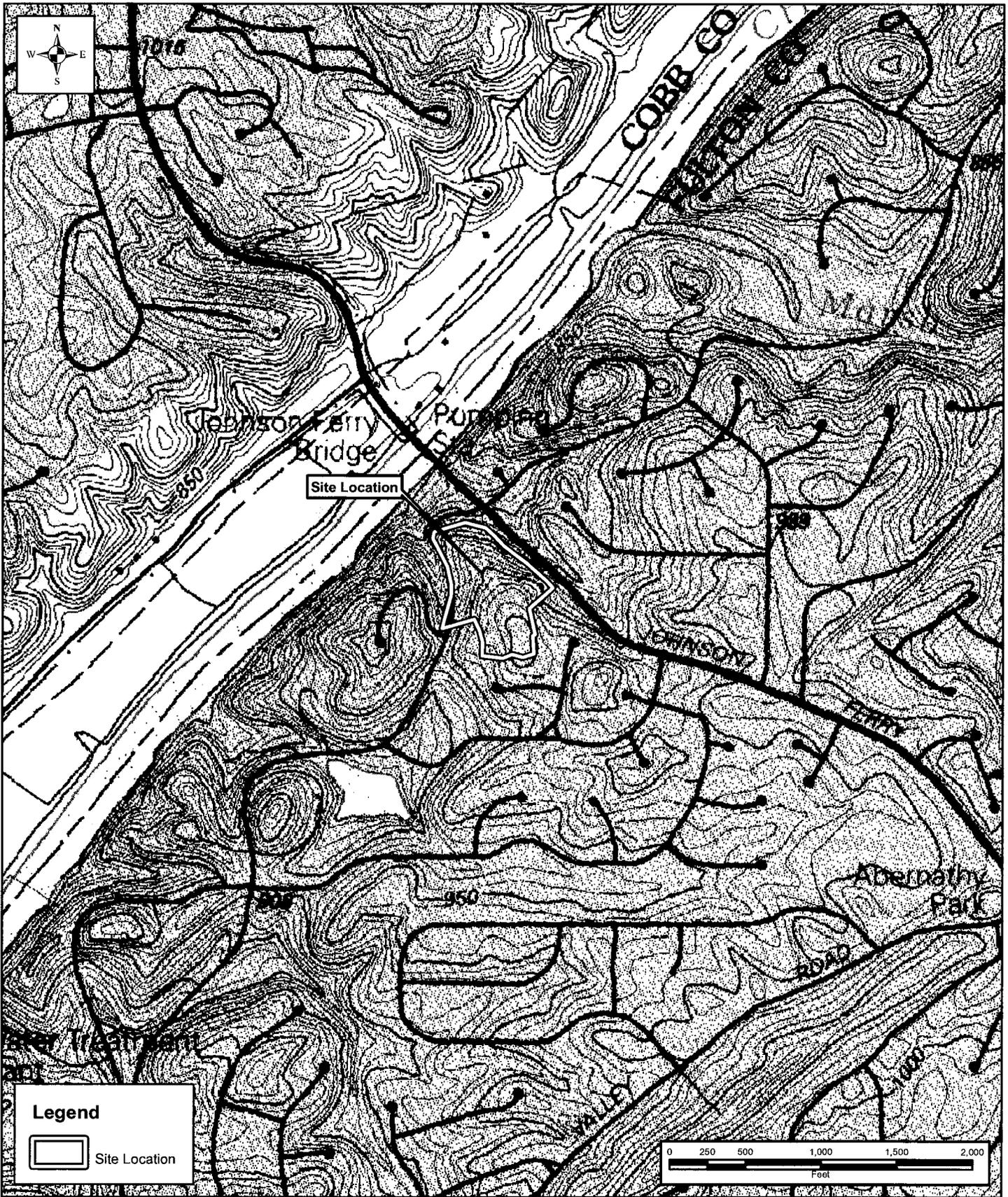
Baseline Natural Resource Inventory
 Kaswan Acres
 Fulton County

10386-001



Site Location Map

Figure 1



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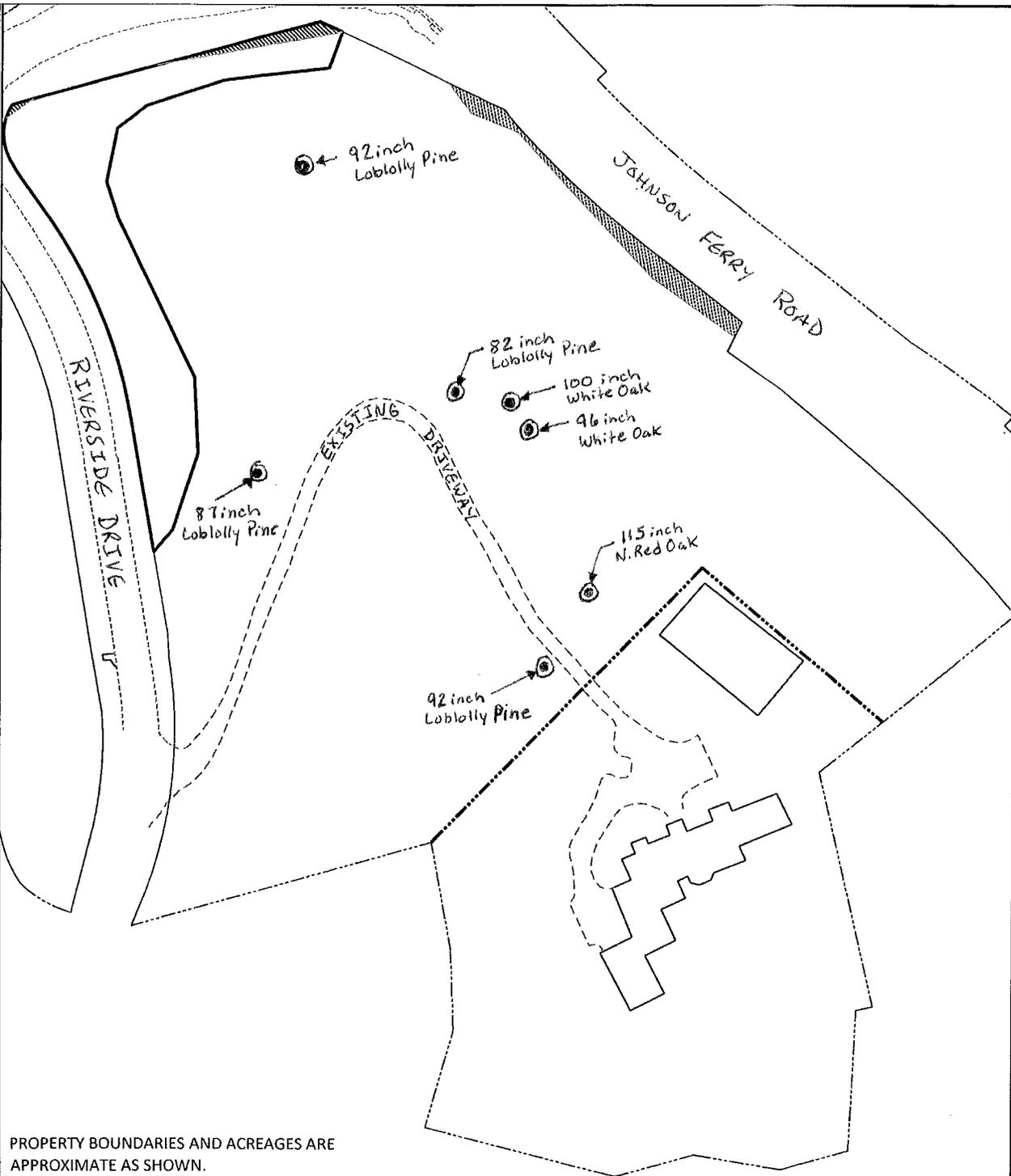
Baseline Natural Resource Inventory
 Kaswan Acres
 Fulton County

10386-001



Site Topographic Map

Figure 2



PROPERTY BOUNDARIES AND ACREAGES ARE APPROXIMATE AS SHOWN.

SCALE: 1" = 100'
 CHECKED BY: SS
 DRAWN BY: CG
 DATE: 11/25/2013



KECK & WOOD, INC.
 2750 PREMIERE PARKWAY
 SUITE 900
 DULUTH, GEORGIA 30097
 Phone: (678) 417-4000 Fax: (678) 417-4055
 ENGINEERS SURVEYORS PLANNERS

CONCEPTUAL EXHIBIT
 OF
 SUBDIVISION PLAT
 FOR
 KASWAN ACRES



JOB NUMBER: 120150.10

Fig4a-b_10386-001_SiteEval.FH11

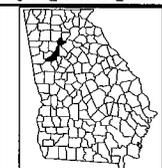


Figure 3 - Specimen Tree Locations

Baseline
 Natural Resources Inventory
 Findings Report





Photograph 1 – General Habitat facing west



Photograph 2 – Existing Driveway from bend



Photograph 3 – General Habitat facing southeast



Photograph 4 – Existing Driveway from southeastern boundary

Fig4a-b_10386-001_SiteEval.FH11



Figure 4a - Representative Photographs

Baseline
Natural Resources Inventory
Findings Report



Photograph 5 – General Habitat facing east

Fig4a-b_10386-001_SiteEval.FH11



Figure 4b - Representative Photographs

Baseline
Natural Resources Inventory
Findings Report

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT THE DONATION OF A CONSERVATION EASEMENT IN FAVOR
OF THE CITY ON PROPERTY LOCATED IN LAND LOT 130 OF
THE 17th DISTRICT, FULTON COUNTY, CITY OF SANDY SPRINGS, GEORGIA**

WHEREAS, Sandy Springs resident Dr. Renee Kaswan has offered to donate a conservation easement in favor of the City for a substantial portion of her property at 6787/6797 Riverside Drive, located in Land Lot 130 of the 17th District, Fulton County, Georgia, and more particularly described as set forth in the Grant of Conservation Easement attached hereto; and

WHEREAS, the Mayor and Council has considered the donation of a conservation easement in favor of the City and determined that it is in the City's best interest.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF SANDY SPRINGS, GEORGIA:

That the City of Sandy Springs Mayor and City Council approve the donation of a conservation easement in favor of the City for the property at 6787/6797 Riverside Drive, located in Land Lot 70 of the 17th District, Fulton County, Georgia, as set forth in the exhibits attached hereto, and authorize the City Manager to sign and execute all documents required to facilitate this transaction.

RESOLVED this 17th day of December, 2013.

APPROVED:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk
(Seal)



December _____, 2013

Dr. Renee L. Kaswan
6787 Riverside Drive
Sandy Springs, Georgia 30328

Re: Potential Donation of Conservation Easement

Dear Ms. Kaswan:

We are delighted to hear of your potential donation of a conservation easement on approximately 6.3 acres of land located at 6787/6797 Riverside Drive, Sandy Springs, Georgia. The Sandy Springs City Council met on December 17, 2013, and approved the acceptance of such conservation easement donation should you decide to make one. Please work with Cecil McLendon, Assistant City Attorney, to facilitate the necessary administrative items that need to be complete in advance of such donation.

We appreciate it and look forward to working with you.

Sincerely,

John McDonough
City Manager