





TO: Mayor and Council  
FROM: Wendell K. Willard  
DATE: December 3, 2013  
ITEM: Consideration of Approval of the Purchase and Sale Agreement for the Property Located on Old Riverside Drive from Fulton County

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***Recommendation:***

Staff recommends that the Mayor and Council approve the Purchase and Sale Agreement with Fulton County for the purchase of 21.747 acres of property located on Old Riverside Drive, lying within Land Lots 168 and 171 of the 17<sup>th</sup> District in Fulton County, for use as a park and/or greenspace.

***Background:***

Fulton County currently owns a 23.228 acre (more or less) parcel of land on Old Riverside Drive which houses the Marsh Creek Pump Station (“Pump Station”)

Fulton County has agreed to sell Tract II and an area between the Pump Station Property and the Chattahoochee River, as set forth on the Exhibit attached hereto, to the City for the sum of \$1,465,000.00 (the “Park Property”). Pursuant to the Agreement, Fulton County will retain ownership of Tract I where the pump station is located, and the City will grant to the County a perpetual access easement across the Park Property to access the pump station.

In addition, the City will grant the County easements to limit vehicular access along the areas of the Park Property where its sewer lines are located. As part of the Agreement, the City also agrees to pay \$65,000.00 to the County to be used for upgrades to the Pump Station. The City also acknowledges that the Pump Station may cause aesthetic concerns on the Park Property and agrees that in the future, the County has no obligation to provide upgrades to limit noise or odor so long as the Pump Station is being operated lawfully.

The Purchase and Sale Agreement also contains a clause granting Fulton County an option to re-purchase all or a portion of the property if the City ever decides not to use all or portion of the property as a park and/or greenspace, or otherwise sell or dispose of the property.

***Discussion:***

Staff has determined that the tracts are suitable for a City park and/or greenspace.

***Alternatives:***

The Mayor and Council choose to either purchase or not purchase the Park Property.

***Financial Impact:***

The financial impact of the Purchase is the payment of the Purchase Price and upgrade fee for the Pump Station, along with the future cost of upkeep and maintenance for the Property and future development of the Park Property.

***Attachments:***

Attached hereto is a copy of the following documents:

1. Draft Purchase and Sale Agreement
2. Boundary Survey

*City  
Attorney*

RESOLUTION NO. \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE PURCHASE OF PROPERTY LOCATED  
ON OLD RIVERSIDE DRIVE IN LAND LOTS 168 AND 171 OF THE 17TH DISTRICT,  
FULTON COUNTY, CITY OF SANDY SPRINGS, GEORGIA**

**WHEREAS**, the City desires to purchase the property located on Old Riverside Drive located in Land Lots 168 and 171 of the 17th District, Fulton County, Georgia, and more particularly described as set forth in the Purchase and Sale Agreement attached hereto; and

**WHEREAS**, the City and the property owner have in good faith agreed upon a purchase price of One Million Four Hundred Sixty Five Thousand and 00/100 Dollars (\$1,465,000.00); and

**WHEREAS**, the Mayor and Council has considered the land acquisition 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 Purchase and Sale Agreement for the property located on Old Riverside Drive in Land Lots 168 and 171 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 upon final approval by Legal and Finance.

**SO RESOLVED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Eva Galambos, Mayor

Attest:

\_\_\_\_\_  
Michael Casey, City Clerk  
(Seal)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2013, by and between Fulton County, Georgia, a political subdivision (hereinafter called "Seller"); and the City of Sandy Springs, Georgia, a municipal corporation, (hereinafter called "Purchaser").

### WITNESSETH:

1. Purchaser hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following property:

That certain parcel of land known as Tract II and Tract III ("Land Outside Deed") (as hereinafter defined), Riverside Road, Sandy Springs, Georgia, Fulton County, Georgia land lying and being in Land Lot 168 and 171, of the 17<sup>th</sup> District, of Fulton County being 22.746 acres, more or less, and as more particularly described as set forth in Exhibit A attached hereto. Tract III shall consist of that certain 0.7+/- acres along the bank of the Chattahoochee River. Tracts II and III are further graphically depicted in Exhibit B attached hereto. Tracts II and III shall include such improvements as are located thereon, together with all lighting fixtures, attached thereto, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto, and all plants, trees and shrubbery now a part of the property (said properties and interests therein being collectively referred to as the "Property"). Said Property shall expressly exclude Tract I as shown on Exhibit B. Said Property shall be subject to a perpetual access easement to the benefit of Seller twenty feet in width, the exact location of which shall be negotiated between Seller and Purchaser, providing access to Tract I as such Tract I is shown on Exhibit B. Such perpetual easement shall allow for utility, vehicular, and personnel access to the Marsh Creek Pump Station including potable water lines, electrical power devices, telephone devices, and natural gas devices. Said Property shall also be subject to a perpetual maintenance and access easement to the benefit of Seller for any existing sewer lines, force mains and/or manholes located on the Property.

2. Purchase Price, Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price," shall be **One Million Four Hundred Eighty Four Thousand Five Hundred and 00/100 Dollars (\$1,484,500.00)**. The Purchase Price, after crediting the Earnest Money, and subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller by wire transfer to an account designated by Seller or other payment medium acceptable to Seller on the Closing Date. A material consideration of Seller in agreeing to the Purchase Price is Purchaser's representation that the Property will be used for parks and/or greenspace, in perpetuity as stated in Paragraph 10(c) below.

3. Access and Inspection. Between the date of the execution of this Agreement and the Closing Date, Purchaser shall have the right to enter into the Property and the premises thereon for the purpose of conducting such inspections as are contemplated pursuant to this Agreement.

4. Earnest Money. Within three (3) days following the execution of this Agreement the execution of this Agreement, Purchaser shall pay to Seller the sum of Five

Thousand and 00/100 Dollars (\$5,000.00) as an earnest money deposit. All earnest money deposits provided in this paragraph are herein called the "Earnest Money". On the Closing Date, the Earnest Money and any interest earned thereon shall be applied as part payment of the Purchase Price. The Earnest Money shall otherwise be held and disbursed in accordance with the terms and provisions of this Agreement. All interest accruing on the Earnest Money shall in all events be the sole property of Seller.

5. Closing. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property, hereinafter called "Closing," shall be on or before January 31, 2014 at the law offices of a closing attorney as chosen by Purchaser.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Purchaser and Seller at or before Closing:

(a) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, hereinafter called the "Taxes", for the year in which Closing occurs shall be prorated as of the Closing Date. In the event the Taxes for such year are not determinable at the time of Closing, said Taxes shall be prorated as of the Closing Date, and the parties shall re-prorate the Taxes for such year promptly upon the receipt of the tax bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Taxes used as a basis for the proration at Closing and the actual amount of the Taxes for such year. In the event any of the Taxes are due and payable at the time of Closing, the same shall be paid at Closing. If the Taxes are not paid at Closing, Seller shall deliver to Purchaser the bills for the Taxes promptly upon the receipt thereof and Purchaser shall thereupon be responsible for the payment in full of the Taxes within the time fixed for payment thereof and before the same shall become delinquent.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

(c) All prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effected at Closing, except as otherwise provided and as further specified herein.

(d) Notwithstanding any prorations, adjustments or similar requests, the Seller does not warrant the acreage of any tract being transferred and the Purchase Price is not a per acre figure. There shall be no adjustments up or down of the Purchase Price based on the acreage determinations and no specific acreage is guaranteed now or in the future. The Purchaser shall verify to their own satisfaction any size issues prior to Closing.

7. Title. Title to the Property shall be delivered to Purchaser via quitclaim deed. The parties agree that Purchaser may at its own expense conduct a more detailed survey of Tract III and Seller shall convey such surveyed area to Purchaser at Closing via quitclaim deed. The Purchaser takes the Property "AS IS, WHERE IS".

8. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Purchaser the following documents and instruments, all in form and substance reasonably satisfactory to Purchaser and Seller, duly executed by or on behalf of Seller: (i) a quitclaim deed conveying the Property; and (ii) such other documents as reasonably requested by the Purchaser or the closing attorney.

(b) Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement.

9. Costs of Closing. Seller shall pay the State of Georgia Realty Transfer Tax, if any, payable on the transfer of the Property. Purchaser shall pay all recording costs, the cost of all surveys contemplated herein, the premium for any owner's policy of title insurance issued in favor of Purchaser insuring Purchaser's title to the Property, and Purchaser's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the Purchaser. Purchaser shall pay all costs associated with procuring any loans or mortgages on the property.

10. Warranties, Representations. The parties represent, warrant and covenant as follows:

(a) Tract II

(i) Seller has the lawful right, power, authority and capacity to sell Tract II in accordance with the terms, provisions and conditions of this Agreement;

(ii) To the best of Seller's knowledge, there are no lawsuits pending or threatened against or involving Seller or Tract II which affect title;

(iii) Seller has not, to the best of its knowledge, received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Tract II;

(iv) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with Tract II for which any such person could claim a lien against the Property or if Seller is indebted to such entity, Seller will save and defend Purchaser from any and all claims relating thereto, and will discharge the lien at Closing in a manner satisfactory to the Purchaser's title insurance company.

(v) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against Tract II between the date hereof and the Closing Date.

(vi) To the best of Seller's knowledge, no hazardous substances exist on Tract II.

(b) Tract III

(i) Seller warrants that it has been in continuous, open and notorious possession of Tract III since 1963 and it has no knowledge of any claim or assertion of title in said Tract III by any person, party or entity other than Seller; and Seller has the lawful right, power, authority and capacity to sell Tract III in accordance with the terms, provisions and conditions of this Agreement;

(ii) To the best of Seller's knowledge, there are no lawsuits pending or threatened against or involving Seller or the Tract III which affect title;

(iii) Seller has not, to the best of its knowledge, received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting Tract III;

(iv) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with Tract III for which any such person could claim a lien against the Property or if Seller is indebted to such entity, Seller will save and defend Purchaser from any and all claims relating thereto, and will discharge the lien at Closing in a manner satisfactory to the Purchaser's title insurance company.

(v) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against Tract III between the date hereof and the Closing Date.

(vi) To the best of Seller's knowledge, no hazardous substances exist on Tract III.

(c) Purchaser represents to Seller that the intended use of the Property is for parks and/or greenspace, in perpetuity. If the event that Purchaser later elects to sell or otherwise dispose of the Property, or to cease utilizing the Property for parks and/or greenspace, Seller shall have an Option to Re-Purchase the Property as set forth in Paragraph 29 below.

11. Possession at Closing. Seller shall surrender possession of the Property to Purchaser on the Closing Date.

12. Remedies.

(a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Purchaser under this Agreement, Seller shall retain escrow money as full satisfaction and accord of any claims against Purchaser.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Seller under this Agreement, Purchaser shall have the right to terminate this Agreement, the Earnest Money shall be refunded to Purchaser

within thirty (30) days of Purchaser's notice of termination, and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void.

13. Damage or Destruction. If any portion of Improvements on the Property are damaged or destroyed by casualty prior to Closing, Seller may elect, in its sole discretion, to complete the repair of such damage, and the final Closing Date hereunder shall be extended by the number of days reasonably required to repair such damage. If the Seller elects not to repair such damage, then the Purchaser may, in turn, elect to (i) terminate this Agreement, the Earnest Money shall be refunded to Purchaser within thirty (30) days of Purchaser's notice of termination, and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) proceed with the Closing of this Agreement with the understanding that the Purchase Price shall be reduced by an amount negotiated between Purchaser and Seller as the amount necessary to effectuate the repairs due to such casualty.

14. Condemnation. If all or any material part of the Project is taken by eminent domain proceedings, or if there is the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Purchaser shall have the right, at its option, to terminate this Agreement by giving written Notice to Seller on or before the date ten (10) days after the date upon which Seller gives Purchaser written Notice of such taking, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. In the event of a taking of less than all or a material part of the Project, Purchaser shall have no right to terminate this Agreement by reason of such taking. If all or any part of the Project is taken by eminent domain proceedings prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any awards or other proceeds actually received by Seller with respect to any taking and not expended by Seller prior to Closing for the repair or restoration of the Property; and (ii) at Closing, Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable thereafter by reason of such taking. For the purposes of this Paragraph, a taking shall be deemed to be of a "material" part of the Project only if such taking involves either: (i) the taking of more than twenty (20%) of the parking spaces on the Property; or (ii) the taking of more than ten percent (10%) of the interior space in the Improvements.

15. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

16. Parties. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and assigns.

17. Brokerage Commission; Disclosure. Neither Purchaser nor Seller has retained a broker and no broker fees shall be paid by either party.

18. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

19. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21. Time. Time is and shall be of the essence of this Agreement.

22. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

23. Exhibits. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

24. Notices. All notices, requests, demands, tenders and other communications hereunder shall be in writing. Any such notice, request, demand, tender or other communications shall be deemed to have been duly given if personally delivered or on the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below. Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth herein. Notices to the Seller shall be addressed as follows:

Fulton County Manager  
Office of the County Manager  
141 Pryor Street, S.W.  
Atlanta, Georgia 30303

With copies to:

County Attorney  
Fulton County Office of the County Attorney  
141 Pryor Street, S.W., Suite 4038  
Atlanta, Georgia 30303

Land Administrator  
Fulton County General Services Dept. – Land Division  
141 Pryor Street, S.W., Suite 8021  
Atlanta, Georgia 30303

Notices to the Purchaser shall be addressed as follows:

City of Sandy Springs, Georgia  
Attn: City Manager  
7840 Roswell Rd.  
Building 500  
Sandy Springs, GA 30350

With copies to:

City Attorney  
City of Sandy Springs, Georgia  
7840 Roswell Rd.  
Building 500  
Sandy Springs, GA 30350

25. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the closing herein.

26. Miscellaneous. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or banking holiday, then the time of the period shall be deemed extended to the next day which is not a Saturday, Sunday, or banking holiday.

27. Special Stipulations.

(a) Seller acknowledges that Purchaser's obligation to purchase shall be conditioned upon the receipt of Phase One and, if required, Phase Two Environmental assessment of the Property acceptable to the Purchaser in Purchaser's sole discretion. In the event that the required assessments are not completed prior to the Closing Date, Purchaser may at its option extend the Closing Date an additional sixty (60) days so long as Purchaser is diligently pursuing completion of such assessment. Should Purchaser determine that the environmental condition of the Property is unacceptable based upon the assessments, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest Money deposit, provided Purchaser informs Seller of its intent to terminate the agreement in writing. The parties agree that upon execution of this Agreement, the City may enter upon the Property for the purposes of conducting the required environmental assessments.

(b) Purchaser acknowledges that Tract I is and will continue to be used as a sewer pump station facility and takes the Property subject to such use and the attendant aesthetic issues including but not limited to soil erosion, sedimentation, noise, odor, vibration, electromagnetic waves, and light issues related to such use. Purchaser may, but shall not be required to, pay for noise or odor abatement equipment to the pump station facility, subject to the approval of the Seller. In no event shall such upgrades be paid for by the Seller so long as the facility is lawfully operated. The Seller's liability for such upgrades shall be limited to those upgrades necessary to come into compliance with all applicable laws and regulations.

(c) Seller acknowledges that the Purchaser's obligations shall be conditioned upon the City Council of Sandy Springs, Georgia's final approval of the closing of the Property.

(d) Purchaser acknowledges that the Seller's obligations shall be conditioned upon the Fulton County Board of Commissioners' final approval of the closing of the Property.

(e) Purchaser shall not operate any equipment or vehicle other than four wheeled vehicles of less than six tons in curb weight across the sewer lines, force mains or manhole areas of the reserved easements, nor shall the Purchaser install any fencing, walls or other structures, or otherwise alter the topography over the reserved easement areas in a way that may impede access for inspection and maintenance of the reserved easement areas. Any trees or other vegetation planted by Purchaser over the easement areas shall be of species approved by the Seller and shall not have root systems that would negatively impact the sewer infrastructure within the reserved easement areas.

(f) Purchaser agrees that it shall pay to Seller at closing (in addition to the Purchase Price) the sum of Sixty Five Thousand and 00/100 Dollars (\$65,000.00) as full consideration of repairs and improvements to the Seller's Pump Station contained on Tract I. The payment of said funds shall be complete and full compensation to Seller regarding any repair, improvement, remediation or other compensation whatsoever regarding said Pump Station, and in consideration of such payment Purchaser shall have no further obligations to repair, maintain, improve, or remediate either: (1) the Pump Station; or (2) Tract I.

(g) Retained Property

(i) Seller shall retain fee ownership of Tract I as such Tract I is identified on Exhibit B.

(ii) Seller shall retain a non-exclusive Right of Ingress/Egress across the Property to Tract I as set forth on Exhibit B, however, Purchaser shall have the right to relocate the location of said Ingress/Egress Easement so long as Seller shall maintain continuous adequate access to Tract I for the purpose of maintenance and repair of the Pump Station.

(iii) Seller shall retain non-exclusive rights to all existing sanitary sewer easements over Tract II and Tract III for the purpose of operation, maintenance and repair of the sanitary sewer system as existing on the Property. Seller expressly reserves the right to erect gates, at Seller's sole costs, across any easements retained by Seller for the purpose of prohibiting the public from trespassing on the easement(s) subject to the approval of the Purchaser which approval shall not be unreasonably withheld; provided, however, the parties shall cooperate to insure the public, at minimum, is granted pedestrian access to all areas of Tract II and Tract III. In addition, so long as it does not interfere with Seller operation within the easement areas, Purchaser shall be allowed to construct and maintain park and related infrastructure, including infrastructure for public access, within the easement areas in order to allow the public full use of Tract II and Tract III. All existing force mains and manholes on the Property as defined by deed or transfer plat shall remain in place.

(iv) The parties shall cooperate to prepare such easement documents and other documents, reasonably requested by the other to document the rights being conveyed and retained as set forth in this Agreement.

29. Option to Re-Purchase. Purchaser's intended use of the Property is for parks and/or greenspace, in perpetuity. If the event that Purchaser later elects to sell or otherwise dispose of all or a portion of the Property, or to cease utilizing all or a portion of the Property for parks and/or greenspace, Seller shall have an Option to Re-Purchase that portion of the Property being sold, otherwise disposed of, or which is no longer being used for parks and/or greenspace. Said Option shall be enforceable by Seller for a period of two years from the date the notification of change of use is provided to the Seller. Notice to the Seller shall be effective only upon the occurrence of one of the following: 1) notification in writing by Purchaser to Seller of such change in use in compliance with Paragraph 24 above; or 2) actual notice of Seller of such change in use. Such sale shall be at the fair market value at the time of the proposed sale or disposal, based on the Property's value as limited to park and/or greenspace use. For purposes of this paragraph, in the event the Purchaser and Seller cannot agree on fair market value, fair market value shall be determined as follows: the Purchaser and Seller shall each select an appraiser. The Seller's appraiser and the Purchaser's appraiser shall, in turn, select a third appraiser whose determination of fair market value shall be conclusive.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives, all as of the day and year first above written.

(Signatures on Following Page)

**SELLER:**  
**FULTON COUNTY, GEORGIA, a Political**  
**Subdivision of the State of Georgia**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Mark Massey  
Clerk, Fulton County Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the Fulton County Attorney

|

**PURCHASER:  
THE CITY OF SANDY SPRINGS, GEORGIA  
a Municipal Corporation of the State of Georgia**

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Date executed

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By: John McDonough  
Its: City Manager

Address:  
City of Sandy Springs, Georgia  
Attn: City Manager  
7840 Roswell Rd.  
Building 500  
Sandy Springs, GA 30350

## EXHIBIT "A"

The Property shall consist of:

### TRACT II

Tract II as set forth on that certain survey entitled "Boundary Survey for Fulton County as requested by U.S. Technology and Engineering, LLC of Marsh Creek Pump Station" dated October 5, 2012, revised October 9, 2012; October 11, 2012; and December 1, 2013, prepared by Patrick S. Wilson, Georgia Licensed Surveyor, Douglasville, Georgia (hereinafter the "Survey").

### TRACT III

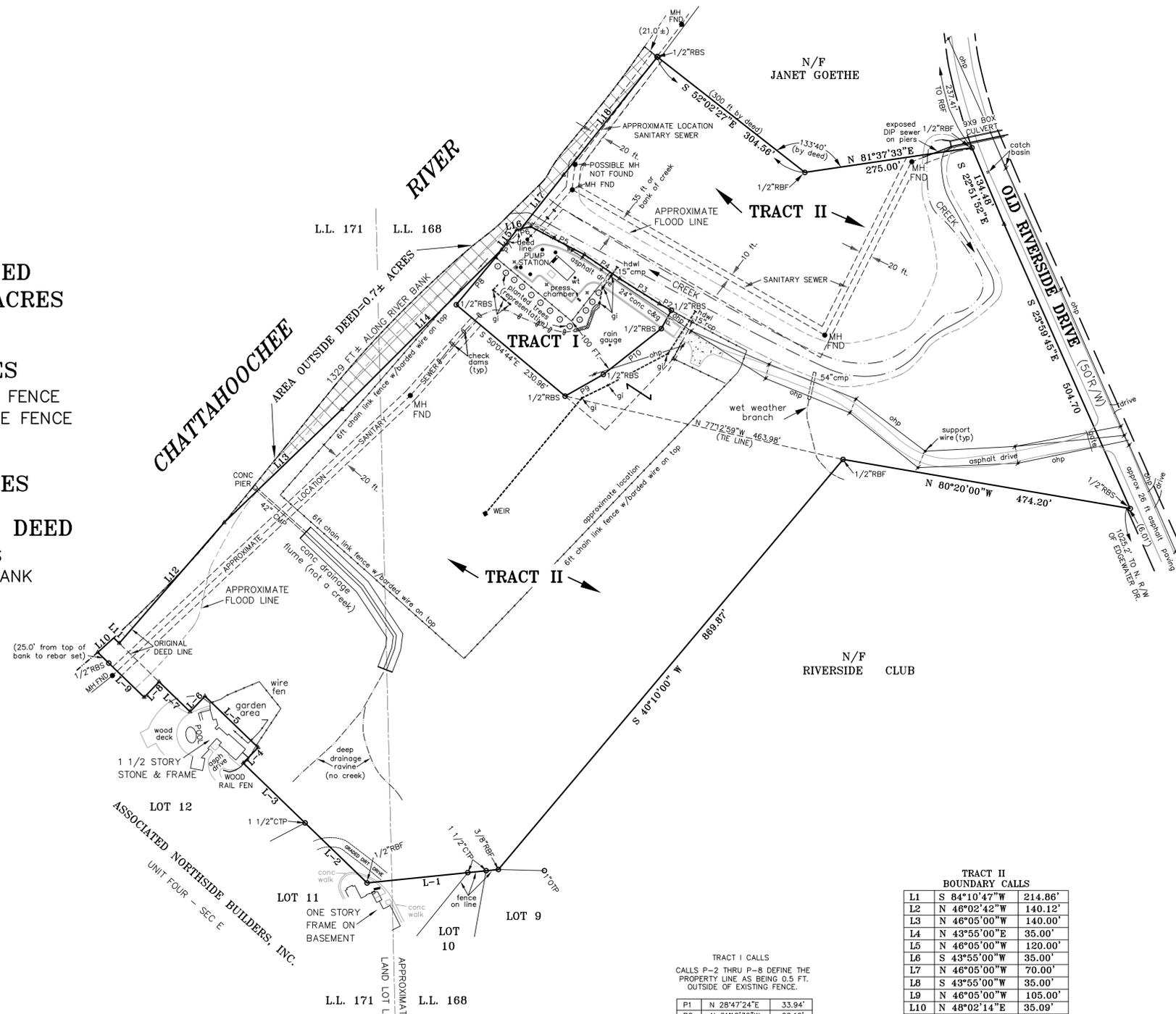
Tract III shall consist of that certain 0.7+/- area to the northwest of the northwesterly property line of Tract I and Tract II between said northwesterly property line and the Chattahoochee River as shown on the Survey. Said Tract shall consist of all property between said northwesterly property line and the Chattahoochee River along the northwesterly boundary of Tract I and Tract II.



LAND BY DEED  
TOTAL 23.228 ACRES

TRACT I  
1.182 ACRES  
0.322 ACRES INSIDE FENCE  
0.860 ACRES OUTSIDE FENCE

TRACT II  
22.046 ACRES  
LAND OUTSIDE DEED  
0.7± ACRES  
ALONG RIVER BANK



TRACT I CALLS  
CALLS P-2 THRU P-8 DEFINE THE PROPERTY LINE AS BEING 0.5 FT. OUTSIDE OF EXISTING FENCE.

P1	N 28°47'24"E	33.94'
P2	N 61°12'36"W	22.16'
P3	N 57°47'22"W	76.37'
P4	N 55°54'31"W	69.16'
P5	N 62°31'08"W	98.52'
P6	S 77°59'22"W	23.14'
P7	S 37°29'54"W	56.81'
P8	S 39°55'16"W	99.98'
P9	N 60°33'32"E	71.44'
P10	N 51°47'38"E	120.15'

TRACT II  
BOUNDARY CALLS

L1	S 84°10'47"W	214.86'
L2	N 46°02'42"W	140.12'
L3	N 46°05'00"W	140.00'
L4	N 43°55'00"E	35.00'
L5	N 46°05'00"W	120.00'
L6	S 43°55'00"W	35.00'
L7	N 46°05'00"W	70.00'
L8	S 43°55'00"W	35.00'
L9	N 46°05'00"W	105.00'
L10	N 48°02'14"E	35.09'
L11	S 46°05'00"E	12.53'
L12	N 41°06'15"E	259.56'
L13	N 46°14'15"E	265.44'
L14	N 45°07'45"E	366.78'
L15	N 37°29'54"E	41.17'
L16	N 77°59'22"E	6.67'
L17	N 38°33'15"E	111.70'
L18	N 38°33'15"E	244.65'

NOTE: A PORTION OF THIS PROPERTY IS SHOWN TO BE IN A DESIGNATED FLOOD HAZARD AREA AS PER F.I.R.M. MAP NO. 13121C0141 E DATED JUNE 22, 1998, COMMUNITY NO. 135160, PANEL 0141 (ZONE AE).  
THE FLOOD LINE SHOWN ON THIS SURVEY WAS DETERMINED FROM THE ABOVE REFERENCED MAP AND OBSERVATION OF THE EXISTING TERRAIN OF THIS TRACT BY THE UNDERSIGNED SURVEYOR. AND IS SUBJECT TO REVISION BY A MORE PRECISE ELEVATION SURVEY IF SO DESIRED.  
SANITARY SEWER EASEMENTS SHALL BE 10 FT EACH SIDE OF ACTUAL LOCATION OF PIPE, EASEMENT TO THE SOUTH OF THE SEWER LINE LOCATED ALONG CREEK SHALL BE 35 FT OR TO THE CREEK BANK.  
UTILITY EASEMENTS FOR POWER LINES SHALL BE 10 FT. WIDE, OR 5 FT EACH SIDE OF POWER LINES, AND SHALL CONFORM TO ACTUAL LOCATION OF SAID UTILITIES.  
AN INGRESS-EGRESS EASEMENT IS RETAINED BY FULTON COUNTY, THE BOUNDS OF WHICH ARE THE EDGE OF PAVEMENT ALONG ACCESS ROAD EXTENDING FROM TRACT I TO THE R/W OF OLD RIVERSIDE DRIVE.

- PROPERTY REFERENCES:
- 1) DEED BOOK 4086, PG. 74 (SUBJECT PROPERTY).
  - 2) SURVEY OF MARSH CREEK TREATMENT PLANT BY URBAN ENGINEERS, INC. DATED JUNE 1963.
  - 3) DEED BOOK 10224, PG. 477, EXHIBIT "A", (RIVERSIDE CLUB).
  - 4) SUBDIVISION PLAT OF UNIT FOUR, SEC. E, ASSOCIATED NORTHSIDE BUILDERS, INC., DATED APRIL 18, 1967.
  - 5) DEED BOOK 4797, PG. 463 (JANET GOETHE). FULTON COUNTY AGREES TO HONOR MONUMENTS FOUND ON THE SOUTH LINE OF GOETHE PROPERTY AND DEED ANGLE AND LINE EXTENDED FROM SAID LINE TO THE SOUTHWEST CORNER OF GOETHE PROPERTY AS THE PROPERTY LINE OF RECORD.
  - 6) DEED BOOK 48672, PG. 606 (CORRECTIVE QUITCLAIM DEED FOR LOT 12 OF S/D).

NOTE:  
THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR THE OMISSION OF ANY UNDERGROUND UTILITIES, STRUCTURES, WELLS, OR ANY IMPROVEMENTS NOT APPARENT OR VISIBLE DURING A ROUTINE GROUND INSPECTION OF SUBJECT PREMISES FOR A BOUNDARY SURVEY.  
THIS FIELD SURVEY WAS CONDUCTED BETWEEN SEPT. 11 AND OCT. 3 OF 2012.  
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD CLOSURE OF ONE FOOT IN 44,367 FEET FEET AND AN ANGULAR ERROR OF 00 sec PER ANGLE POINT USING A LEAST SQUARES ADJUSTMENT.  
TRACT I HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 79,315 FEET.  
TRACT II HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 155,819 FEET.  
INSTRUMENT USED: TOPCON GTS-300 SERIES WITH ALLEGRO DATA COLLECTOR.

REVISED  
BOUNDARY SURVEY  
and LAND DIVISION  
FOR  
FULTON COUNTY  
AS REQUESTED BY  
U.S. Technology and Engineering, LLC.

OF  
MARSH CREEK  
PUMP STATION  
LOCATED IN  
17th DISTRICT - L.L. 168 & 171  
FULTON COUNTY GEORGIA  
City of Sandy Springs  
DATE: OCTOBER 5, 2012 SCALE: 1" = 100'  
(REVISED OCTOBER 9, 2012)  
(REVISED OCTOBER 11, 2012)  
(REVISED DECEMBER 1, 2013)



- LEGEND
- RBS-----REBAR SET
  - RBF-----REBAR FOUND
  - CTP-----CRIMP TOP PIPE
  - OTP-----OPEN TOP PIPE
  - FND-----FOUND
  - CL-----CENTERLINE
  - DIST-----DISTURBED
  - R/W-----RIGHT OF WAY
  - IPF-----IRON PIN FOUND
  - IPP-----IRON PIN PLACED
  - PP-----POWER POLE
  - LP-----LIGHT POLE
  - GI-----grate inlet
  - MH-----MANHOLE
  - OH-----overhead power
  - WT-----wireless tower
  - ▲-----calculated point



PREPARED BY  
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