SANDY SPRINGS
GEORGIA

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** August 29, 2011

FROM: John McDonough, City Manager

AGENDA ITEM: Acceptance of Encroachment and Indemnification Agreement located at 5620 Glenridge Drive, in Land Lot 38 of the 17th District for the Glenridge Springs Master Condominium Association, Inc.

MEETING DATE: For Submission onto the September 6, 2011, City Council Work Session Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Resolution
Maps
Agreement

APPROVAL BY CITY MANAGER: JTM *APPROVED*

_____ *NOT APPROVED*

PLACED ON AGENDA FOR: 9/6/11

CITY ATTORNEY APPROVAL REQUIRED: (✓) *YES* ( ) *NO*

CITY ATTORNEY APPROVAL: COM

REMARKS:

SANDY SPRINGS
GEORGIA

TO: John McDonough, City Manager

FROM: Kevin Walter, Public Works Director

DATE: August 24, 2011 for Submission onto the Work Session Agenda of the September 6, 2011, City Council Meeting

ITEM: Acceptance of Encroachment and Indemnification Agreement located at 5620 Glenridge Drive, in Land Lot 38 of the 17th District for the Glenridge Springs Master Condominium Association, Inc.

Public Works Department's Recommendation:

Public Works Staff recommends that the Mayor and City Council approve the Encroachment and Indemnification Agreement between the Glenridge Springs Master Condominium Association, Inc., and the City of Sandy Springs that will allow the Glenridge Springs Master Condominium Association, Inc., to maintain and encroach on the city's right of way, from time to time as needed, for the purpose of maintaining signage and private improvements within the encroachment of existing City of Sandy Springs Right of Way.

Background:

The proposed agreement relinquishes the City of any liability pertaining to the sign's partial existence in the City's rights of way and its existence doesn't create any unsafe traffic/visibility issues.

Discussion:

Glenridge Springs Master Condominium Association, Inc., must provide verification to the City's Public Works Department that its maintenance activities will not adversely impact the right-of-way; performing all work on the right-of-way in a good workmanlike manner and in compliance with all applicable governmental laws, ordinances and regulations.

Alternatives:

The Council could elect not to approve this Encroachment and Indemnification Agreement.

Financial Impact:

There is no financial impact to the city.

Attachment:

I. Resolution
II. Aerial Location Maps
III. GIS Location Maps
IV. Encroachment and Indemnification Agreement

Public Works

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE THE ENCROACHMENT AND INDEMNIFICATION AGREEMENT FOR THE GLENRIDGE SPRINGS MASTER CONDOMINIUM ASSOCATION, INC. LOCATED AT 5620 GLENRIDGE DRIVE IN LAND LOT 38, OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents;

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

That the City of Sandy Springs Mayor and City Council accept the Encroachment and Indemnification Agreement of the following property: The Glenridge Springs Master Condominium Association, Inc., at 5620 Glenridge Drive, Sandy Springs, Georgia in Land Lot 38 of the 17th District.

RESOLVED this the 6th day of September, 2011.

Approved:

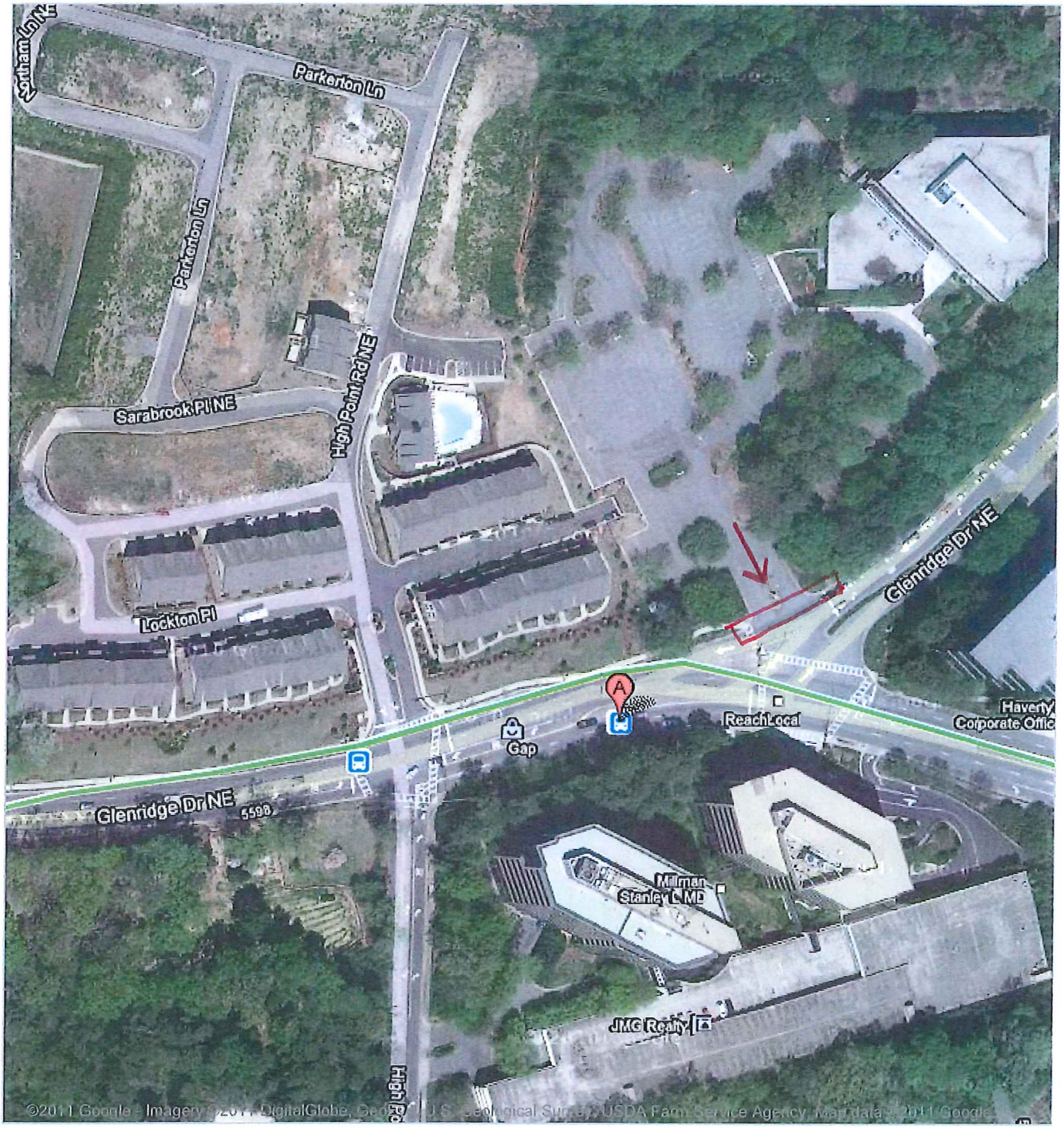
_____
Eva Galambos, Mayor

Attest:

_____
Michael Casey, City Clerk
(Seal)

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



Legend

Base Map
- City Limit
- City Hall
- Private School
- Major Road

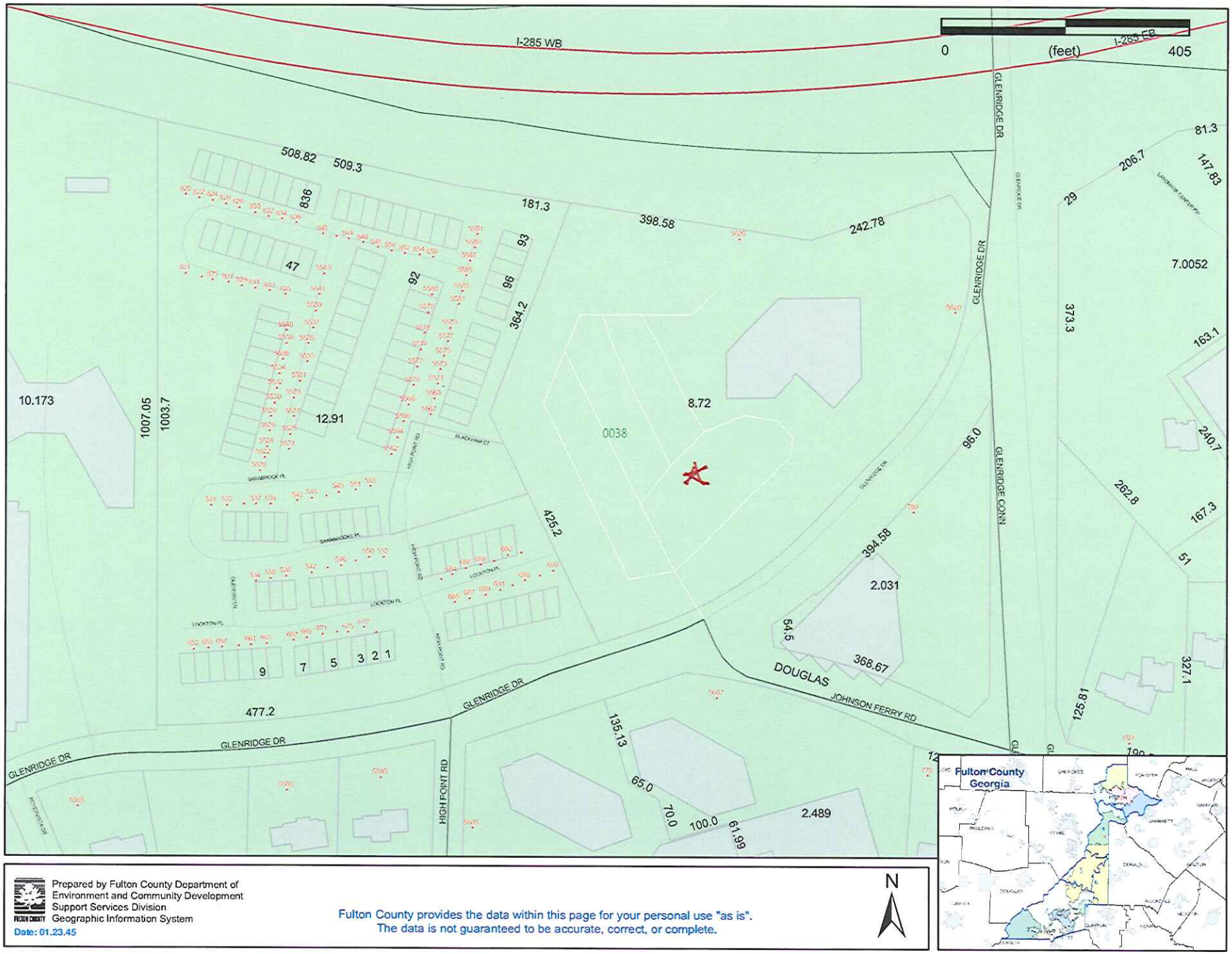
City Street
- Public Street
- Private Street
- Private Drive
- Sandy Spring 2010 Address Point
- Building Footprint
- City Plats/Parcel
- FC Parcel Digest 2009
- Park

Aerial 2010
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1 polygon

Map Printed On {2011-08-24 13:57}

This map has been compiled from the most accurate source data from Fulton County and the City of Sandy Springs. This map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries please contact the City of Sandy Springs.



Prepared by Fulton County Department of
Environment and Community Development
Support Services Division
Geographic Information System
Date: 01.23.45

Fulton County provides the data within this page for your personal use "as is".
The data is not guaranteed to be accurate, correct, or complete.

Return to:

Calloway Title and Escrow, LLC
4170 Ashford Dunwoody Road
Suite 285
Atlanta, GA 30319
File # 2-24365

STATE OF GEORGIA

COUNTY OF FULTON

ENCROACHMENT AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made this _____day of August, 2011, between Glenridge Springs Master Condominium Association, Inc., a Georgia nonprofit corporation ("Association"), located within the City of Sandy Springs, Georgia, their successors, affiliates and assigns (the "Indemnitor(s)"), and the City of Sandy Springs, a municipality of the State of Georgia (the City").

WITNESSETH:

WHEREAS, BTIC Glenridge, LLC, a Georgia limited liability company ("BTIC"), and SPUSO5 Wood Glenridge, LLC, a Delaware limited liability company ("SPUSO5"), have executed and recorded that certain Amended and Restated Declaration of Condominium for Glenridge Springs, a Master Condominium, in Deed Book 50296, Page 668 *et seq.*, Fulton County, Georgia Records ("Condominium Declaration"), with respect to that certain real property being more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof (the "Submitted Property"), BTIC and SPUSO5 being the owners of all of the Submitted Property;

WHEREAS, the Association is a condominium association for Glenridge Springs Condominium, a Master Condominium (the "Condominium"), created pursuant to the Georgia Nonprofit Corporation Code, the Georgia Condominium Act, and the Condominium Declaration;

WHEREAS, the Association in accordance with O.C.G.A., Section 44-3-106(b), has the power, as attorney-in-fact on behalf of all unit owners and their successors-in-title, to grant easements through or over the common elements and to accept easements benefiting the Submitted Property;

For good and valuable considerations, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1

The City of Sandy Springs grants the Indemnitor(s), the right to enter within a portion of its right-of-way, as more fully described in Exhibit "A", which is attached hereto and incorporated herein, and to maintain and encroach on the city's right-of-way, from time to time as may be needed, for the purpose of maintaining, operating, upgrading, repairing, changing, replacing and removing the encroachment located within the city right-of-way along Glenridge Drive, which encroachment is a monument sign, landscaping, irrigation facilities, and electrical wiring and facilities, and related improvements and facilities, as set forth in Exhibit "B". The rights, privileges and easements granted under this Agreement shall benefit the Submitted Property and shall burden the real property more particularly described on Exhibit "A."

2

With respect to this Agreement, the Indemnitor(s) shall maintain the encroachment within the City's right-of-way in a manner which complies with all federal, state, and local laws and regulations governing monuments, fences and/or signs. The Indemnitor(s) will at all times adhere to best management practice procedures to protect the environment and public motorist in connection with the maintenance of the right-of-way.

3

This Agreement shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated pursuant to the terms of this Agreement.

4

The Indemnitor(s) may terminate this Agreement by written notice to the City, and the City may terminate this Agreement as provided in Section 8 below; upon any such termination, Indemnitor(s) shall restore the landscaping originally installed within such area, as shown on the Building Permit for the Glenridge Springs Mixed Use Residential/Retail Building.

5

The Indemnitor(s) must provide verification to the City's Public Works Department that its maintenance activities will not adversely impact the right-of-way. The Indemnitor(s) and/or their employees, agents or assigns shall perform all work on the right-of-way in a good workmanlike manner and in compliance with all applicable governmental laws, ordinance and regulations.

6

City of Sandy Springs personnel and/or agents shall have free access to and across the right-of-way to perform routine maintenance and any emergency repairs to the existing right-of-way when needed to protect the health, safety and general welfare of the public.

7

The Indemnitor(s) shall be solely responsible for the maintenance, repair and replacement of the encroachment within the City's right-of-way and the City grants the Indemnitor(s) a right of access in order to carry out these obligations.

8

Notwithstanding any other provisions, in the case of an emergency the City of Sandy Springs may immediately suspend the Agreement without notice in order to protect the health, safety and welfare of the public. In non-emergency situations, after providing at least 10 days notice to the Indemnitor(s), the City of Sandy Springs may suspend the Agreement in order to carry out any necessary governmental function. In the event of any suspension as provided above in this Section 8, following the cessation of the emergency or the carrying out of any necessary governmental function, this Agreement shall be automatically reinstated and shall thereafter be and remain in full force and effect, subject however to suspension in the future as provided above in this Section 8 or termination as provided below in this Section 8. In the event of the failure by Indemnitor(s) to meet any obligations under this Agreement, the City shall notify Indemnitor(s) of such failure (and the steps necessary to cure such failure) and shall provide to Indemnitor(s) a reasonable period of time (but in no event no less than thirty [30] days following receipt by Indemnitor[s] of such notice) to cure such failure. Indemnitor(s) must cure all defects specified by the City in its notice and within the times reasonably specified by the City (but in any event no less than thirty [30] days following receipt by Indemnitor[s] of such notice). Failure on the part of the Indemnitor(s) to cure any defects within the allotted time will be grounds for the City to terminate the Agreement. Alternately, the City may, but shall not be required to, cure any such defect at the sole cost and expense to the Indemnitor(s) and assess all reasonable costs against the Indemnitor(s).

9

The Indemnitor(s) hereby agrees to indemnify the City of Sandy Springs and hold the City of Sandy Springs harmless from any and all damages which the City of Sandy Springs may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs, and expenses incidental to the granting of the Agreement and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations or orders caused solely by the negligent act, negligent

omissions or willful misconduct of the Indemnitor(s), their employees, subcontractors, or assigns in the performance of this Agreement.

10

The Indemnitor(s) agrees to repair or replace in a manner acceptable to the City and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this Agreement. At its election, the City may repair or replace the damaged utility and assess all costs against the Indemnitor(s).

11

The Indemnitor(s) shall obtain and furnish applicable insurance certificates to the City for the following amounts of insurance and the insurance shall be maintained in full force and effect during life of the Agreement:

(a) General Comprehensive Liability Insurance providing coverage for injuries to persons as well as damages to property in an amount not less than Five Hundred Thousand and 00/100 dollars ($500,000).

12

This Agreement shall be binding upon the Indemnitor(s), their assigns, affiliates, and successors and to the extent allowable by law, upon the City of Sandy Springs, and shall be a covenant running with the lands benefited and burdened hereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no oral representations, inducements, promises or agreements between the parties not embodied herein shall be of any force or effect.

13

This Agreement shall be recorded in the real property records of Fulton County, Georgia, and shall be binding upon all subsequent purchasers and/or transferees of the Indemnitor(s)'s business or interest, or the Submitted Property or any portion thereof, unless otherwise terminated according to the provisions set forth herein.

14

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

CITY:	City of Sandy Springs Director of Public Works 7840 Roswell Road Building 500 Sandy Springs, GA 30350
WITH A COPY TO:	City of Sandy Springs Office of the City Attorney 7840 Roswell Road Building 500 Sandy Springs, GA 30350
INDEMNITOR:	Glenridge Springs Master Condominium Association, Inc. 3715 Northside Parkway, N.W. Suite 4-600 Atlanta, GA 30327 Attn: Bennett R. Sands

(Signatures on Following Page)

INDEMNITOR(S):

GLENRIDGE SPRINGS MASTER CONDOMINIUM ASSOCIATION, INC.

By: _____
Bennett R. Sands, President

By: _____
, Secretary

[CORPORATE SEAL]

Date: 8-11-11

With respect to Glenridge Springs Master Condominium Association, Inc., signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 1-26-2015

Date of Execution by Notary Public: 8-11-11

[NOTARIAL SEAL]

AMY M STONE
MY COMMISSION EXPIRES
JAN. 26 2015
COBB CO., GEORGIA
NOTARY PUBLIC

CITY:

CITY OF SANDY SPRINGS

By:_____
, Mayor

Attest:_____
, City Clerk

With respect to City of Sandy Springs, signed, sealed and delivered in the presence of:

_____
Unofficial Witness

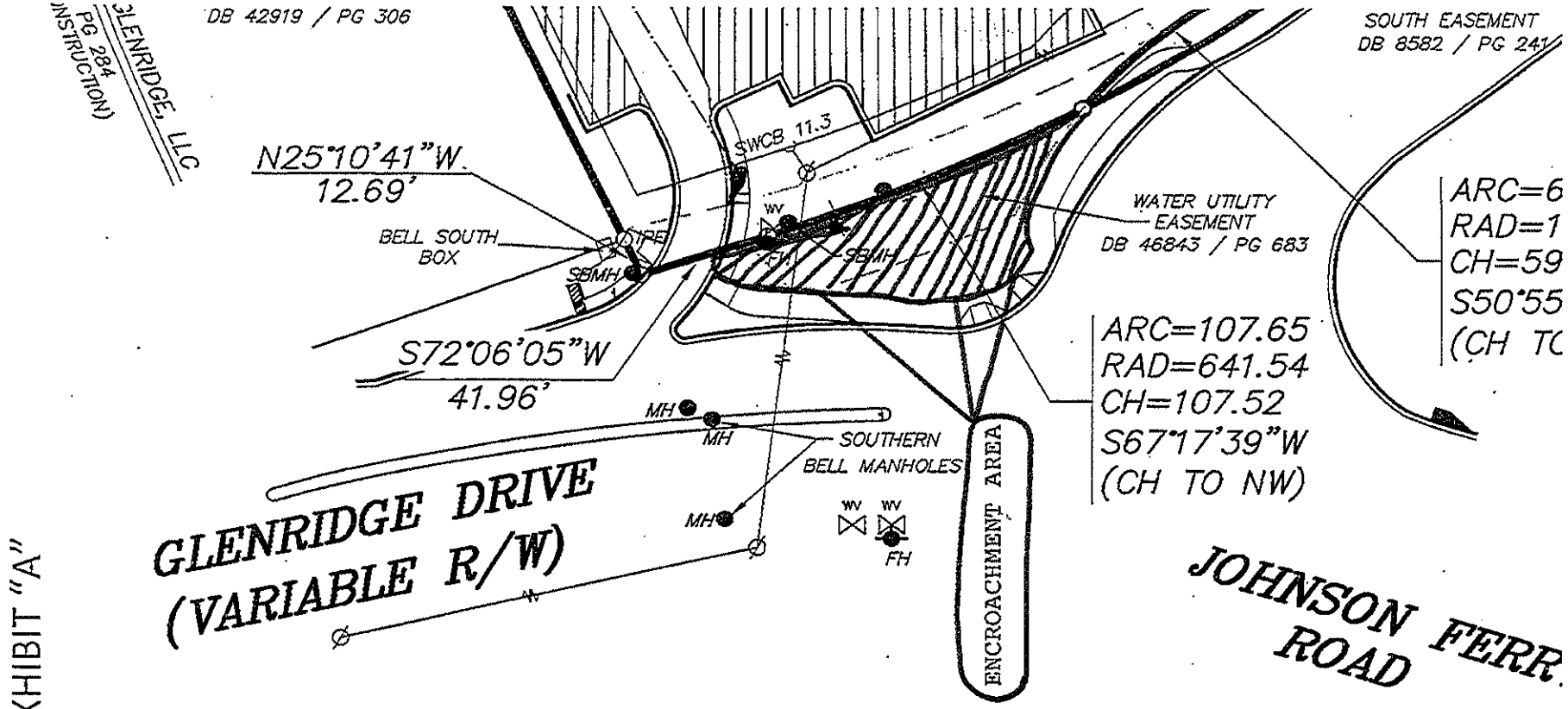
_____
Notary Public

My Commission Expires:_____

Date of Execution by Notary Public:_____

[NOTARIAL SEAL]

EXHIBIT "A"



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OF 5620 GLENRIDGE DRIVE

GLENRIDGE SPRINGS, A MASTER

LAND LOT(S) 38
DISTRICT 17TH

SANDY SPRINGS

EXHIBIT "B"

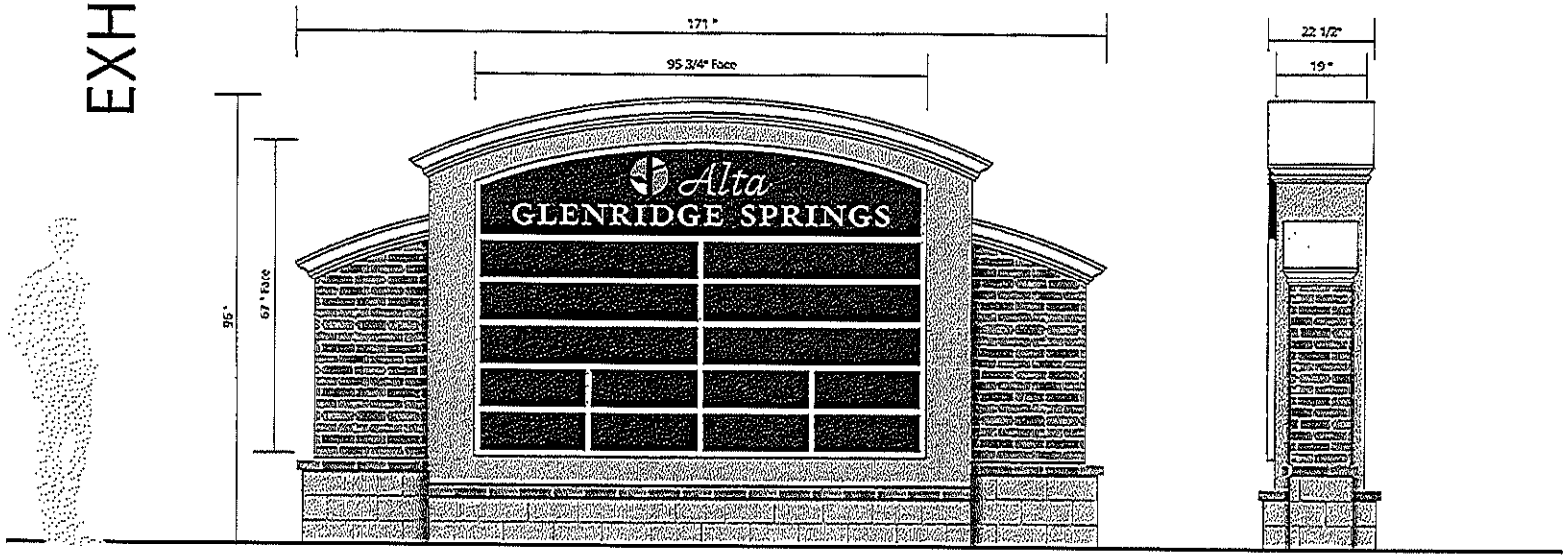
Construction Specifications

- A Stucco monument with Hardcoated foam header and column caps
- B 1-1/2" routed HDU with carved and painted copy and painted .125" aluminum backer
- C 1-1/2" alum angle pan with .063 face tenant panels to screw thru face

Colors & Finishes

Colors shown here may not exactly match manufacturers color chart swatch or actual sample. Client to either provide samples or specifications for custom colors prior to production or approve Denyse color samples or color specifications.

- C-1 Black
- C-2 White
- C-3 Dryvit 103 Natural White
- C-4 Dryvit 112 Sandlewood Beige



Single Faced Main Id
Scale: 1/2" = 1'-0"

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Management Company
Wood Partners

Property Name & Address
Alta Glenridge Springs
Atlanta, Ga

Bid Number
47557

Project Manager
Alex Enon

Designer
vc

Date
10.12.2010

Revision Date
2 11.2.2010
1.5.2010

Design Time
4

Customer Approval

Filename
Main Id 2 v1

- Concept
- Preliminary
- Production

Main Id Option 1

1

EXHIBIT "C"
(Page 1 of 2)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 38 of the 17TH District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the southerly right-of-way line of Interstate 285 (Variable R/W) and the westerly right-of-way line of Glenridge Drive (Variable R/W), said point being the POINT OF BEGINNING; thence along said right-of-way line of Glenridge Dive the following courses and distances: South 16 degrees 14 minutes 13 seconds East a distance of 43.06 feet to a point; thence South 03 degrees 20 minutes 26 seconds East a distance of 118.32 feet to a point; thence South 03 degrees 38 minutes 04 seconds East a distance of 27.46 feet to a point; thence 228.46 feet along an arc of a curve to the right, said curve having a radius of 439.92 feet and a chord bearing and distance of South 28 degrees 37 minutes 56 seconds West 225.90 feet to a point; thence South 43 degrees 30 minutes 33 seconds West a distance of 218.23 feet to a point; thence 320.14 feet along an arc of a curve to the right, said curve having a radius of 641.53 feet and a chord bearing and distance of South 57 degrees 48 minutes 19 seconds West 316.83 feet to a point; thence South 72 degrees 06 minutes 05 seconds West a distance of 41.96 feet to a point; thence leaving said right-of-way line North 25 degrees 10 minutes 41 seconds West a distance of 12.69 feet to an Iron Pin Found; thence North 25 degrees 54 minutes 49 seconds West a distance of 398.76 feet to an Iron Pin Found (in 18" Pine); thence North 14 degrees 49 minutes 52 seconds East a distance of 364.24 feet to an Iron Pin Found on the right-of-way line of Interstate 285; thence along said right-of-way line South 82 degrees 48 minutes 32 seconds East a distance of 398.43 feet to a Concrete Monument Found; thence North 77 degrees 27 minutes 18 seconds East a distance of 242.79 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 8.402 acres.

LESS AND EXCEPT THE FOLLOWING TWO TRACTS:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 38 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from a point at the intersection of the southerly right-of-way line of Interstate Highway 285 (Variable R/W) with the westerly right-of-way line of Glenridge Drive (Variable R/W); thence along said right-of-way line of Glenridge Drive South 16 degrees 14 minutes 13 seconds East a distance of 35.26 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established and continuing along said right-of-way line the following courses and distances: South 16 degrees 14 minutes 13 seconds East a distance of 7.81 feet to a point; thence South 03 degrees 20 minutes 26 seconds East a distance of 118.32 feet to a point; thence South 03 degrees 38 minutes 04 seconds East a distance of 27.46 feet to a point; thence 9.88 feet along an arc of a curve to the right, said curve having a radius of 439.92 feet and a chord bearing and distance of South 14 degrees 23 minutes 55 seconds West 9.88 feet to a point; thence leaving said existing right-of-way line and following a proposed right-of-way line North 02 degrees 56 minutes 37 seconds West a distance of 162.81 feet to a point and the TRUE POINT OF BEGINNING. Said tract containing 0.008 acres (358 square feet).

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 38 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from a point at the intersection of the southerly right-of-way line of Interstate Highway 285 (Variable R/W) with the westerly right-of-way line of Glenridge

Drive (Variable R/W); thence along said right-of-way line of Glenridge Drive the following courses and distances: South 16 degrees 14 minutes 13 seconds East a distance of 35.26 feet to a point; thence South 16 degrees 14 minutes 13 seconds East a distance of 7.81 feet to a point; thence South 03 degrees 20 minutes 26 seconds East a distance of 118.32 feet to a point; thence South 03 degrees 38 minutes 04 seconds East a distance of 27.46 feet to a point; thence 9.88 feet along an arc of a curve to the right, said curve having a radius of 439.92 feet and a chord bearing and distance of South 14 degrees 23 minutes 55 seconds West 9.88 feet to a point; thence 131.44 feet along an arc of a curve to the right, said curve having a radius of 439.92 feet and a chord bearing and distance of South 23 degrees 36 minutes 06 seconds West 131.44 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established and continuing along said right-of-way line 87.13 feet along an arc of a curve to the right, said curve having a radius of 439.92 feet and a chord bearing and distance of South 37 degrees 50 minutes 07 seconds West 86.99 feet to a point; thence South 43 degrees 30 minutes 33 seconds West a distance of 218.23 feet to a point; thence 212.49 feet along an arc of a curve to the right, said curve having a radius of 641.53 feet and a chord bearing and distance of South 52 degrees 59 minutes 54 seconds West 211.52 feet to a point; thence leaving said right-of-way line and following a proposed right-of-way line of Glenridge Drive the following courses and distances: 60.24 feet along an arc of a curve to the right, said curve having a radius of 151.61 feet and a chord bearing and distance of North 50 degrees 55 minutes 17 seconds East 59.84 feet to a point; thence North 53 degrees 15 minutes 47 seconds East a distance of 80.31 feet to a point; thence North 48 degrees 38 minutes 49 seconds East a distance of 67.64 feet to a point; thence North 00 degrees 56 minutes 17 seconds East a distance of 17.14 feet to a point; thence North 45 degrees 56 minutes 17 seconds East a distance of 103.93 feet to a point; thence North 43 degrees 09 minutes 27 seconds East a distance of 148.00 feet to a point; thence North 52 degrees 43 minutes 01 seconds East a distance of 43.67 feet to a point and the TRUE POINT OF BEGINNING. Said tract containing 0.145 acres (6,315 square feet).

EXHIBIT "C"
(Page 2 of 2)