

**MEMORANDUM**

**To:** Mayor and City Council

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

**Date:** July 25, 2016

**Subject:** **Second Read: Temporary Easement Agreement for Palisades Venture, LLC**

---

**BACKGROUND**






Palisades Venture, LLC has requested a temporary construction easement on the city's property at 249 Perimeter Center Parkway for the purposes of constructing a roadway referred to as the East-West Connector. This property is a right of way remnant from construction of Perimeter Center Parkway and, as can be seen on the attached site map, contains floodplain and topography that limit the potential for development.

The easement area shown on the attached Exhibit C allows for the construction of the embankment of the roadway and a proposed fire lane along the east side of the future building. The easement would expire upon completion of the construction. The engineer's estimate of the cost for the roadway improvements to be provided by the Palisades developer is \$1,500,000.

**RECOMMENDATION**

Staff recommends approval of the ordinance to grant the temporary easement.



	Floodplain
	State Stream Buffer
	Property Dedicated for Roadway Projects
	Proposed Permanent Easement for Fire Lane
	East West Connector

**STATE OF GEORGIA  
CITY OF DUNWOODY**

**ORDINANCE 2016-XX-XX**

**AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO  
PALISADES VENTURE, LLC FOR THE PURPOSE OF CONSTRUCTING  
ROADWAY IMPROVEMENTS AND A FIRE LANE ON CITY PROPERTY AT 249  
PERIMETER CENTER PARKWAY**

**WHEREAS,** Palisades Venture, LLC ("Grantee") plans to construct a building on the Palisades Office Park property at 5901 Peachtree Dunwoody Road; and

**WHEREAS,** as part of its development of its Property, the Grantee will construct the roadway referred to as the East-West Connector through the property from Peachtree Dunwoody Road to the Dunwoody city limit; and

**WHEREAS,** the Grantee needs a temporary construction easement on the City's property at 249 Perimeter Center Parkway to construct the embankment for the roadway and a fire lane associated with the Grantee's proposed building; and

**WHEREAS,** the East-West Connector will improve the roadway network and provide additional transportation alternatives for vehicles, pedestrians and cyclists..

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

**SO RESOLVED AND EFFECTIVE,** this \_\_\_\_ day of \_\_\_\_\_, 2016.

Approved:

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

Attest:

Approved as to Form and Content

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

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

(Seal)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(City of Dunwoody, Georgia)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF DUNWOODY, GEORGIA, a municipality of the State of Georgia ("Grantor"), and PALISADES VENTURE, L.L.C., a Delaware limited liability company ("Grantee"). (Grantor and Grantee sometimes are collectively referred to as the "Parties".)

RECITALS:

A. Grantor is the owner of that certain parcel of real property more particularly described on Exhibit A, attached hereto and incorporated herein (the "Grantor Property").

B. Grantee is the owner of that certain parcel of real property more particularly described on Exhibit B, attached hereto and incorporated herein (the "Grantee Property"), on which Grantee anticipates constructing certain improvements.

C. Grantor is willing to grant Grantee the temporary construction easement and rights more particularly described on Exhibit C, attached hereto and incorporated herein, .

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

1. Temporary Construction Easement.

(a) Grantor hereby grants to Grantee, for the use by Grantee and its successors, assigns, agents and contractors, a temporary easement on the Grantor Property for construction equipment to enter and encroach into, onto, and/or through the Grantor Property for the purposes of constructing a roadway known as the East-West Connector and a fire lane. The easement area is generally depicted on Exhibit C attached hereto and made a part hereof (the "Temporary Construction Easement Area"). .

(b) The foregoing easement shall automatically terminate with respect to the applicable construction without further action by the Parties on the earlier to occur of (i) the date upon which Grantee completes construction of the roadway, or (ii) December 31, 2018.

2. Indemnification. Grantee hereby agrees to indemnify Grantor and hold Grantor harmless from any and all actual damages which Grantor may suffer and from any and all direct and actual liability, costs, and expenses arising out of the exercise of the easements and rights granted in this Agreement (including cost of defense, settlement, and reasonable attorneys' fees) which Grantor may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to

any person, destruction or damage to any property, or any violations of governmental laws, regulations or orders caused solely by the negligent act, negligent omissions or willful misconduct of Grantee, its employees, agents or subcontractors in the performance of this Agreement.

3. Insurance. Grantee shall obtain and furnish applicable insurance certificates to Grantor for the following amounts of insurance and the insurance shall be maintained in full force and effect during life of the Agreement:

- (a) Commercial General Liability Insurance providing coverage for injuries to persons as well as damage to property in an amount not less than One Million and 00/100 dollars (\$1,000,000.00).

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

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

6. Notices. 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:

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

WITH A COPY TO: Leonid Felgin, Esq.  
Riley McLendon, LLC  
315 Washington Avenue  
Marietta, Georgia 30060

GRANTEE: Palisades Venture, L.L.C.  
5605 Glenridge Dr. NE, Ste 775  
Atlanta, GA 30342

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first set forth above.

**GRANTOR:**

Signed, sealed and delivered  
in the presence of:

**CITY OF DUNWOODY, GEORGIA**

\_\_\_\_\_  
Witness

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

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

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

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

My Commission Expires:

[CORPORATE SEAL]

\_\_\_\_\_  
(NOTARY SEAL)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**GRANTEE:**

Signed, sealed and delivered  
in the presence of:

**PALISADES VENTURE, L.L.C.**, a Delaware limited  
liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_(SEAL)

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

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

My Commission Expires:

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

\_\_\_\_\_  
(NOTARY SEAL)



**EXHIBIT A****GRANTOR PROPERTY**

All of that tract or parcel of land in the City of Dunwoody and being a portion of Land Lot 329 of the 18<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

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

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

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

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

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

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

thence continuing along the south line of 1111 Hammond Drive, run North 69 degrees 00 minutes 08 seconds East for a distance of 56.76 feet to a point on the northwesterly right-of-way of Perimeter Center Parkway (having a variable right-of-way width at this point);

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

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

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

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run p



along a curve to the left for an arc distance of 27.33 feet, said curve having a radius of 495.07 feet, a chord bearing of South 38 degrees 10 minutes 46 seconds West, and a chord length of 27.33 feet to a point 55.00 feet from the centerline;

thence along the westerly side of the right-of-way of Perimeter Center Parkway, run North 39 degrees 31 minutes 04 seconds West for a distance of 41.47 feet to a point 95.00 feet from the centerline;

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

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

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run along a curve to the left for an arc distance of 141.46 feet, said curve having a radius of 498.08 feet, a chord bearing of South 23 degrees 54 minutes 00 seconds West, and a chord length of 140.99 feet to a point 58.00 feet from the centerline;

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

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

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

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

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

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

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

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

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

Beginning at a point 147.76 feet left of and opposite Station 1014+30.17 on the construction centerline of I-285 CL on Georgia Highway Project No. NHS00-0000-00(784) ; running thence N 0°10'10.3" W a distance of 60.86 feet to a point 205.00 feet left of and opposite station 1014+50.87 on said construction centerline laid out for I-285 CL; thence N 69°56'46.1" E a distance of 102.26 feet to a point 205.00 feet left of and opposite station 1015+53.13 on said construction centerline laid out for I-285 CL; thence S 15°13'31.3" E a distance of 56.46 feet to a point 148.74 feet left of and opposite station 1015+48.38 on said construction centerline laid out for I-

285 CL; thence S  $69^{\circ}28'18.8''$  W a distance of 118.21 feet back to the point of beginning.

Said tract contains 0.143 acres, more or less

y: Emily.Flood

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.



A horizontal number line with tick marks at 0, 25, and 50. The segment from 0 to 25 is filled with red, and the segment from 25 to 50 is white.

SAID TRACT CONTAINING 0.33 ACRES MORE  
OR LESS

DATE 06/29/2016
PROJECT NO.
SHEET NUMBER
<b>EXHIBIT C</b>

## Palisades Legal Description

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

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

From The True Point of Beginning, as thus established, proceed along a curve to the left having a radius of 1949.86 feet and an arc length of 18.65 feet, said arc being subtended by a chord with a bearing of North 03 degrees 24 minutes 21 seconds East and a length of 18.65 feet, to a 1/2" rebar set; thence North 02 degrees 49 minutes 59 seconds East for a distance of 339.26 feet to a 1/2" rebar set; thence along a curve to the left having a radius of 1472.35 feet and an arc length of 116.10 feet, said arc being subtended by a chord with a bearing of North 00 degrees 34 minutes 27 seconds East and a length of 116.07 feet, to a 1/2" rebar; thence leaveing aforementioned easterly right of way commence South 87 degrees 57 minutes 17 seconds East for a distance of 970.31 feet to 5/8" rebar"; thence South 02 degrees 10 minutes 48 seconds West for a distance of 286.11 feet to a point; thence North 87 degrees 59 minutes 37 seconds West for a distance of 333.37 feet to a point; thence North 02 degrees 00 minutes 23 seconds East for a distance of 98.42 feet to a point; thence North 87 degrees 59 minutes 37 seconds West for a distance of 296.56 feet to a point; thence South 02 degrees 00 minutes 23 seconds West for a distance of 95.80 feet to a point; thence North 87 degrees 59 minutes 37 seconds West for a distance of 73.66 feet to a point; thence North 02 degrees 00 minutes 23 seconds East for a distance of 45.09 feet to a point; thence North 87 degrees 59 minutes 37 seconds West for a distance of 187.86 feet to a point; thence South 02 degrees 00 minutes 23 seconds West for a distance of 177.77 feet to a point; thence South 87 degrees 59 minutes 37 seconds East for a distance of 17.37 feet to a point; thence South 02 degrees 00 minutes 23 seconds West for a distance of 15.67 feet to a point; thence South 87 degrees 59 minutes 37 seconds East for a distance of 42.91 feet to a point; thence South 02 degrees 00 minutes 23 seconds West for a distance of 52.65 feet to a point; thence along a curve to the right having a radius of 1134.56 feet and an arc length of 94.81 feet, said arc being subtended by a chord with a bearing of South 84 degrees 52 minutes 11 seconds West and a length of 94.78 feet, to a point; thence along a curve to the right having a radius of 44.97 feet and an arc length of 55.50 feet, said arc being subtended by a chord with a bearing of North 61 degrees 44 minutes 27 seconds West and a length of 52.04 feet, to a point along the easterly right of way line of Peachtree Dunwoody Road and The True Point of Beginning.

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