#10

05- O -0612
(Do Not Write Above This Line)

AN ORDINANCE BY: Howard Shook
COUNCILMEMBER HOWARD SHOOK

AN ORDINANCE TO AMEND ORDINANCE 00-O-0365 AND ORDINANCE 04-O-2280 TO CLARIFY THE ROLE OF FINVEST ROXBORO, L.L.C.(FR) AND THE OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHIPPS PLACE IN CONNECTION WITH THE ROXBORO ROAD WIDENING PROJECT; AND FOR OTHER PURPOSES.

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☑ PERSONAL PAPER REFER

Date Referred 3/21/05
Referred To: City Utilities
Date Referred
Refferred To:
Date Referred
Referred To:

First Reading
Committee
Date
Chair
Referred To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☐ Consent ☐ V Vote ☐ RC Vote

CERTIFIED

MAYOR'S ACTION

AN ORDINANCE Howard Shook **05-O-0612**

BY COUNCILMEMBER HOWARD SHOOK

TO AMEND ORDINANCE 00-O-0365 AND ORDINANCE 04-O-2280 TO CLARIFY THE ROLE OF FINVEST ROXBORO, L.L.C. (FR) AND THE OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHIPPS PLACE IN CONNECTION WITH THE ROXBORO ROAD WIDENING PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Ordinance Number 00-O-0365, attached hereto as Exhibit "A" and made a part hereof (the "First Ordinance"), was adopted by the Council on March 20, 2000 and approved by Operation of Law on March 29, 2000; and

WHEREAS, Ordinance Number 04-O-2280, attached hereto as Exhibit "B" and made a part hereof (the "Second Ordinance"), was adopted by Council on January 3, 2005 and approved by Operation of Law on January 10, 2005; and

WHEREAS, The Finger Companies (TFC) has not agreed to certain portions of the Second Ordinance of which it was not made aware due to an oversight; and

WHEREAS, TFC and FR have requested certain amendments to the First Ordinance and the Second Ordinance and the City has agreed to the limited modifications set forth therein; and

WHEREAS, it is in the City's best interest to allow TFC and FR the following amendments to the First Ordinance and the Second Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1: That Section 1 of the Second Ordinance is hereby deleted in its entirety and amended and restated in its entirety as follows: "That FR agrees to cause Archer-Western Contractors (in lieu of the City of Atlanta as called for in the First Ordinance) to perform the responsibility of completing the site work sub-grade construction on the proposed abandoned section of Prichard Way for the consideration of $82,500.00 to be paid upon final inspection, invoicing and approval of said work by FR. The aforesaid site sub-grade construction is part of the right-of-way acquisition agreement established by Ordinance 00-O-0365, specifically, the Roxboro Road realignment project depicted therein."

SECTION 2: That Section 2 of the Second Ordinance is hereby deleted in its entirety and amended and restated in its entirety as follows: "That any

obligation, liability or duty of either TFC or FR under the First Ordinance and Second Ordinance is hereby assumed by FR and TFC is hereby released therefrom for all purposes *ipso facto*. FR shall be the sole party obligated to perform the agreements of the owner and developer of Roxboro Place (as defined in the First Ordinance and presently known as 'Phipps Place')"

SECTION 3: That Section 3 of the Second Ordinance is hereby deleted in its entirety and amended and restated in its entirety as follows: "That the City Attorney is directed to supervise the contractual arrangements set forth in the Second Amendment and herein in cooperation with the Department of Public Works and, if necessary, prepare any necessary documentation for execution by the Mayor, to be approved by the City Attorney as to form."

SECTION 4: That Ordinance 00-O-0365 is amended further by inserting a new Section Fourteen which reads as follows: "That the City Attorney is directed to cause all outstanding obligations of the City hereunder to be diligently and promptly performed and to cooperate with the City's right-of-way agent, FR and its counsel as need be to cause this Ordinance 00-O-0365 to be fully performed."

SECTION 5: That all ordinances and parts of ordinances in conflict herewith be and are hereby waived.

#13

AN ORDINANCE **04 O 2280** (Do Not Write Above This Line)

BY COUNCILMEMBER HOWARD SHOOK

TO AMEND ORDINANCE 00-O-0365 BY AUTHORIZING THE FINGER COMPAINES (TFC) TO ENTER INTO AN AGREEMENT WITH A THIRD PARTY ON BEHALF OF THE CITY OF ATLANTA, THAT WILL ELIMINATE A PUBLIC SAFETY HAZARD WHICH WAS CREATED AS A RESULT OF THE ROXBORO ROAD WIDENING PROJECT; AND FOR OTHER PURPOSES.

ADOPTED BY

JAN 03 2005

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☑ PERSONAL PAPER REFER

Date Referred 12/6/04

Referred To: City Utilities

Date Referred

Refferred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred To

Committee	Committee
City Utilities	
Date Dec. 14, 2004	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side) Other	Action: Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side) Other	Action: Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☑ 2nd ☐ 1st & 2nd ☐ 3rd Readings

☑ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

JAN 03 2005

CERTIFIED

JAN 03 2005

Rhonda Dauphin Johnson

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

Shirley Franklin

MAYOR

CITY COUNCIL
ATLANTA, GEORGIA

AN ORDINANCE

04O 2280

BY COUNCIL MEMBER HOWARD SHOOK

TO AMEND ORDINANCE 00-O-0365 BY AUTHORIZING THE FINGER COMPAINES (TFC) TO ENTER INTO AN AGREEMENT WITH A THIRD PARTY ON BEHALF OF THE CITY OF ATLANTA, THAT WILL ELIMINATE A PUBLIC SAFETY HAZARD WHICH WAS CREATED AS A RESULT OF THE ROXBORO ROAD WIDENING PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Ordinance number 00-O-0365 was adopted by the Council on March 20, 2000 and approved by Operation of Law on March 29, 2000 and ; and

WHEREAS, this ordinance did authorize the purchase and sale of properties needed for the Roxboro Road Widening Project; and

WHEREAS, the widening of Roxboro Road of said street has been completed and resulted in the creation of a public safety issue due to a open and exposed hole or ditch; and

WHEREAS, the aforesaid work was inadvertently not included in the design or contracted for Georgia Department of Transportation it remains the responsibility of the City of Atlanta to accomplish.

WHEREAS, the Finger Companies (TFC) has agreed to enter into an agreement with the contractor used to do the Roxboro Road Widening Project so as to maintain continuity and institutional knowledge of the problem; and

WHEREAS, the Archer Western Construction Company has provided pricing to accomplish the site construction prior to their demobilization from the project in accordance with the Roxboro Road GDOT project contracts; and

WHEREAS, the City agreed to include in Roxboro Road design and construction 1) raising of the adjoining retainer wall on TFC property, backfill remnant land to level sub-grade, and provide drainage structures for the southeasterly section of abandoned Prichard Way which will subsequently be developed by TFC as a small park. 2) raising of the adjoining retainer wall on TFC property, backfill remnant land so as slope matches TFC land contours, and provide drainage structures for the southwesterly section of abandoned Prichard Way. See Exhibit B.

WHEREAS, the Georgia Department of Transportation(GDOT) in conjunction with the Finger Group, Smith Realty on behalf of the City of Atlanta right-of-way acquisition and the City of Atlanta's Department of Public Works have developed a scope of work and GDOT has independently reviewed the pricing and found it to be reasonable and will unofficially assist the City of Atlanta in construction coordination and inspection of Archer Western Construction Company's performance of the scope of work; and

WHEREAS, the City of Atlanta only provided for the design and acquisition of the right-of-way land for the Roxboro Road Widening Project and for the GDOT to construct the City of Atlanta does not have in place the means to complete the required construction before the Roxboro Road Widening Project will be complete. The time and expense of the City of Atlanta's procurement process along with the cost of a separate contractor mobilizing to perform the required work would be prohibitive; and

WHEREAS, TFC has the means to contract for this work to be completed and the Archer Western Construction Company has agreed to contract with TFC to complete the additional site construction including the special requirements for working close to existing structures for the amount of $82,500; and

WHEREAS, the cost to remedy the problem has been estimated to be $82,500.00 and the Department of Public Works has identified the source of funding; and

WHEREAS, it is in the City's best interest to allow TFC to enter into an agreement with the contractor so as to eliminate the public safety hazard that has been created due to the excavation and construction done while the Roxboro Road Widening Project was taking place.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1: That Ordinance 00-O-0365 is amended by inserting a new Section Ten which reads as follows: That the Finger Co. agrees to assume from the City of Atlanta the responsibility for completing the site work sub-grade construction on the proposed abandoned section of Prichard Way for the consideration of $82,500.00. The aforesaid site sub-grade construction is part of the right-of-way acquisition agreement Roxboro Road re-alignment project depicted in Ordinance 00-O-0365 for the consideration of $82,500 to be paid upon final inspection of the project.

SECTION 2: That Ordinance 00-O-0365 is amended further by inserting a new Section Eleven which reads as follows: That the TFC and its agent agrees to indemnify and hold harmless the City, its agents, representatives, officers, commissioners, directors and employees from any loss of liability or damage, including expenses and costs, for bodily or personal injury and for property damage sustained by any person as a result of this agreement.

SECTION 3: That Ordinance 00-O-0365 is amended further by inserting a new Section Twelve which reads as follows: That the City Attorney is directed to prepare a contractual agreement in cooperation with the Department of Public Works, for execution by the Mayor, to be approved by the City Attorney as to form.

SECTION 4: That Ordinance 00-O-0365 is amended further by inserting a new Section Thirteen which reads as follows: That the Chief Financial Officer is authorized to pay The Finger Companies (TFC) an amount not to exceed $82,500.00 after the Department of Public Works has made its final inspection of the project. The amount will be paid from Fund, Account and Center 1C28 572001 M22F012992BA.

Section 5. That all ordinances and parts of ordinances in conflict herewith be and are hereby waived.

A true copy,
Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council — Jan 03, 2005
APPROVED by the Mayor — Jan 10, 2005

CITY COUNCIL
ATLANTA, GEORGIA

SUBSTITUTE

AN ORDINANCE

00-O-0365

BY COUNCILMEMBER LEE MORRIS

AUTHORIZING THE PURCHASE AND SALE OF PROPERTIES AND OTHER CONSIDERATIONS BETWEEN THE CITY OF ATLANTA AND THE FINGER COMPANIES (TOGETHER WITH ITS AFFILIATE WHICH HOLDS TITLE TO ROXBORO PLACE, HEREIN REFERRED TO AS "TFC") WHEREBY THE CITY WILL ACQUIRE A .58 ACRE PARCEL OF LAND ALONG ROXBORO ROAD NEEDED FOR THE ROXBORO ROAD RIGHT-OF-WAY WIDENING PROJECT, TRANSFER A NARROW STRIP TO TFC WITH RESTRICTIONS LIMITING ITS USE TO AN OPEN GREEN SPACE, OBTAIN TFC'S BONDED OBLIGATION TO DEVELOP ROXBORO PLACE TO CERTAIN GRADE ELEVATIONS AND IN CONFORMITY WITH THE ROXBORO ROAD RIGHT-OF-WAY WIDENING PROJECT DESIGN SO AS TO ELIMINATE THE NEED FOR THE CITY TO ACQUIRE SLOPE AND DRAINAGE EASEMENTS AND ACQUIRE A PERMANENT DRAINAGE EASEMENT AND CERTAIN TEMPORARY CONSTRUCTION EASEMENTS NEEDED IN CONNECTION WITH THE ROXBORO ROAD RIGHT-OF-WAY WIDENING PROJECT.

WHEREAS, TFC has the enforceable contractual right to acquire all of the real estate bounded by Roxboro Road, Kingsboro Road, Lakeside Drive and Prichard Way and the City of Atlanta, Georgia, said property being located in Land Lots 9 and 45 of the 17th District, Fulton County, Georgia and identified on Exhibit A attached hereto (herein "Roxboro Place"); and

WHEREAS, in connection with the Roxboro Road Right-of-Way Widening Project authorized by City Council (the "Project"), the City must acquire fee simple title to that approximately .58 acre tract of land within Roxboro Place identified on Exhibit B attached hereto (the "Fee Simple R/W"); and

WHEREAS, TFC has offered to transfer and the City desires to acquire fee simple title to the Fee Simple R/W to the City at its cost and without premium simultaneously with TFC's acquisition thereof; and

WHEREAS, TFC's agreement to transfer title to the Fee Simple R/W to the City will avoid the need for the City to acquire approximately 49,000 square feet of unneeded real estate from the landowners thereof in connection with the Project and thereby provide the City, among other things, a material economic benefit; and

WHEREAS, in connection with the Project, the City will acquire certain lands from Jamestown Land Investor III, L.P. ("Jamestown"), the relevant portions of which are included within the tract shown on Exhibit C attached hereto (the "Jamestown Land") and on file with the Department of Public Works, for purposes of constructing portions of the realigned Prichard Way and Roxboro Road right-of-way sections of the Project; and

WHEREAS, a portion of the Jamestown Land to be acquired by the City in connection with the Project and identified on Exhibit D attached hereto being relevant to Z991-4A (the "Remnant Land") is unusable surplus to the Project and may be a narrow strip as contemplated by Section 2-1571(a)(1) of the Atlanta City Ordinance; and

WHEREAS, TFC has agreed to construct Roxboro Place substantially in accordance with the grades shown on Exhibit E attached hereto (the "Grading Drawing") which undertaking shall eliminate the need for the City to acquire certain slope and drainage easement rights in connection with the Project as identified on Exhibit B attached hereto (the "Unneeded Slope and Drainage Easements"); and

WHEREAS, subject to adjustment as need be in the manner hereinafter provided, which adjustments shall be reasonably determined by the Bureau of Purchasing and Real Estate, an approximation of the economic benefits to the City and TFC under this Ordinance are set forth in Exhibit F attached hereto (the "Costs and Savings Summary"); and

WHEREAS, representatives of the parties have reached an agreement in principle, subject to the approval of City Council, as to the matters set forth below; and

WHEREAS, the Bureau of Purchasing and Real Estate considers this Ordinance to be in the best interests of the City and recommends that it be adopted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA

Section 1: The City shall acquire by limited warranty deed, subject to the existing condition (physical or otherwise) thereof and all matters of record, the Fee Simple R/W from TFC at its cost without premium simultaneously with and subject to the acquisition of the Fee Simple R/W by TFC and deliver good and immediately available funds for this purpose into escrow with the appropriate closing agent in order to cause same to occur.

Section 2: Subject to (i) a finding and determination by the Bureau of Planning or other appropriate department of the City that the Remnant Land is incapable of being used as an independent parcel as presently zoned and (ii) Jamestown executing a written waiver of any right and/or claim to acquire or reacquire in the future the Remnant Land from the City, the City shall convey the Remnant Land to TFC as provided in Section 3 below. The City will exercise diligent efforts to obtain, in any deed of conveyance it obtains from Jamestown for the Jamestown Land, Jamestown's express waiver of any right, claim or other interest or option to acquire, reacquire or otherwise take title in the future to, at a minimum, the Remnant Land portion of the Jamestown Land.

Section 3: At such time as the City acquires the Remnant Land from Jamestown, whether by option or other customary contract or by condemnation proceeding, the City shall convey to TFC the Remnant Land at a cost equivalent to the fair market value thereof as determined by appraisal and the City's acquisition agent and approved by the Bureau of Purchasing and Real Estate. Title to the Remnant Land shall be transferred by the City to TFC by a limited warranty deed subject to the existing condition (physical or otherwise) thereof and all matters of record with a restrictive covenant contained therein encumbering the Remnant Land to that of an open green space to be maintained by TFC and its successors and assigns. The amount to be paid by TFC to the City in consideration of the transfer of the Remnant Land shall be paid as follows. First, TFC shall receive a credit to be applied towards said amount equal to the total savings to the City arising in connection with Unneeded Slope and Drainage Easements it will not have to acquire in connection with the Project, certain dirt, clearing, site work, home demolition and other costs avoided by virtue of the agreements of TFC as herein provided and the temporary construction easements to be granted by TFC as herein provided (collectively the "TFC Benefits to the City") as noted on Exhibit F attached hereto. Second, the balance, if any, in good and immediately available funds to the extent necessary after appropriate credit is given to TFC for the TFC's Benefits to the City. The Costs and Savings Summary sets out the TFC Benefits to the City which may be adjusted as reasonably determined by the Bureau of Purchasing and Real Estate.

Upon acquisition of the Remnant Land and, if it occurs, the abandonment (in accordance with the procedures of applicable City of Atlanta Ordinance) of that portion of the now existing Prichard Way lying in between Roxboro Place and the Remnant Land, TFC agrees to apply with the Bureau of Planning for a site plan amendment annexing the Remnant Land to Roxboro Place in a manner consistent with its being restricted as an open green space as referenced above and for a rezoning of the Remnant Land to RG-5C, the intent being to provide a self-contained, consistently zoned zoning for Roxboro Place in accordance with the objectives of the City Zoning Code.

Section 4: TFC shall construct Roxboro Place and perform all necessary site work so as to cause same to be of a grade elevation substantially as shown on the Grading Drawing, the intent being that the site elevation of Roxboro Place shall conform with the Project designs so as to eliminate the Unneeded Slope and Drainage Easements from the Project. In addition, TFC shall provide the amount of fill dirt, site work, home demolition and other clearing and grubbing as contemplated by the TFC Benefits to the City.

Section 5: The City shall cause the Project to include the retaining wall and, if such is permitted by the applicable zoning in effect for Roxboro Place from time to time, the egress only driveway improvements on or adjacent to the Remnant Land as shown on Exhibit B attached hereto at such time as the realigned Prichard Way portion of the Project is constructed and as part of the road construction contract therefor. With respect to Roxboro Place, the City has received a letter from the Georgia Department of Transportation ("GDOT"), dated February 28, 2000, a copy of which is attached hereto as Exhibit G (the "DOT Letter"). In the DOT Letter, GDOT provides its findings as to the ingress and egress points proposed for Roxboro Place and provides GDOT's approval thereof, as more fully stated therein. To the extent need be, the City and TFC, and the respective agents, shall coordinate their respective designs, field work and construction means and methods in a cooperative fashion and cause to be carried out the intent of this Ordinance. TFC and its contractors, occupants, tenants, licensees and invitees shall have full access to Roxboro Place from Prichard Way at all times before, during and after construction of the Project and the City shall identify Prichard Way as a special construction condition in order to minimize disruption of access to and from Roxboro Place. At the time TFC acquires the Fee Simple R/W and simultaneously conveys it to the City, TFC shall deliver to City a performance bond in an amount equal to or for 100% of the cost to complete that portion of a site, grading and similar work which it has agreed to perform under this Ordinance with respect to the Grading Drawing. Specifically, that work related to the elimination for the Unneeded Slope and Drainage Easements, the demolition of the 5 houses located in whole or in part upon the Fee Simple R/W, and the fill dirt required thereby. In connection with said work, TFC shall and does hereby indemnify and hold harmless the City from and against the acts or omissions of TFC or its agents arising in connection therewith.

Section 6: Upon acquisition of Roxboro Place, TFC shall grant to the City, for a two year period commencing upon the start of grading and site work for the Project, a temporary construction easement ten feet in depth along the area immediately adjacent to that portion of the boundary lines for Roxboro Place adjacent to the Project and including, if conveyed to TFC, a temporary construction easement over the entirety of the Remnant Land.

Section 7: Upon request of the Bureau of Buildings, TFC agrees to cooperate in connection with and execute an accurate and appropriate modification of the sewer line easement agreement for the existing sewer line improvements traversing Roxboro Place for the benefit of the Department of Public Works or, if no such sewer line easement exists, a new sewer line easement consistent with the aforesaid.

Section 8: The Mayor or his designee are authorized to execute any and all documents necessary or appropriate to carry out the transactions contemplated hereby and to execute a deed to transfer the City's interest in the Remnant Land to TFC and other instruments as herein provided or contemplated. The City Attorney or its designee shall approve the form of all deeds, legal descriptions, easements and other instruments to be executed in connection therewith and delivered to TFC. The City Attorney or its designee is hereby directed to prepare the necessary documents to effectuate the transactions contemplated hereby and the Mayor or his designee is hereby authorized to execute such instruments.

Section 9: Nothing contained in this Ordinance shall be construed to relieve TFC from complying with applicable City zoning, permitting, building, fire and other applicable provisions and regulations of the City relative to the construction activities and development of Roxboro Place.

Section 10: All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

A true copy,
Rhonda Daughtin Johnson
Municipal Clerk, CMC

ADOPTED by the Council March 20, 2000
RETURNED WITHOUT SIGNATURE OF THE MAYOR
APPROVED as per City Charter Section 2-403 March 29, 2000

1082543v4

SUMMARY OF EXHIBITS

Exhibit A:	Survey depicting Roxboro Place
Exhibit B:	Drawing showing Fee Simple R/W, Unneeded Slope and Drainage Easements, Remnant Land, Roxboro Place, Retaining Wall, Driveway, etc.
Exhibit C:	Survey depicting Jamestown Land
Exhibit D:	Drawing of Remnant Land
Exhibit E:	Grading Drawing
Exhibit F:	Costs and Savings Summary
Exhibit G:	GDOT Letter

1082543v4

EXHIBIT "A"

PROPERTY OWNERS

RIDGEDALE PARK SUBDIVISION

LOT 1 - RONALD W. HAMILTON & DALENA PERRY
DB 7274 / PG 243

LOT 2 - DONALD RUSS YOUNG
DB 6883 / PG 215

LOT 3 - C. EVERETT PRIVAL, JR.
DB 30000 / PG 334

LOT 4 - JOSEPH DUANE SHALLY & C. EVERETT PRIVAL, JR.
DB 10770 / PG 157

LOT 5 - CAROLYN COLEMAN SMITH
DB 12414 / PG 333

LOTS 6, 7 & PART OF 8 - SDC, LLLP
DB 32660 / PG 099

LOTS 9, 10 & PART OF 8 - SDC, LLLP
DB 32660 / PG 099

PEACHTREE PARK ANNEX SUBDIVISION

LOT 3 - THOMAS JEFFREY HANLAN III
DB 12068 / PG 311

LOT 5 - RAYMOND E. COMBEST
DB 8169 / PG 133

LOT 7 - HARRY RAYMOND SMITH
DB 12420 / PG 000

LOT 9 - GEORGE W. GOLLAND, JR.
DB 7680 / PG 340

LOT 11 - [illegible]
DB 7229 / PG 146

LOT 14 - CHARLES C. DEWBERRY
DB 3360 / PG 362

LOT 15 - CHARLES C. DEWBERRY
DB 8453 / PG 240

LOT 16 - CHARLES C. DEWBERRY
DB 12446 / PG 320

LOT 17 - VIC OLIVA & CHALTON
DB 4368 / PG 70

LOTS 18 & 19 - DONALD RAY THOMPSON SEARCEY
DB 8184 / PG 119

LOT AREAS

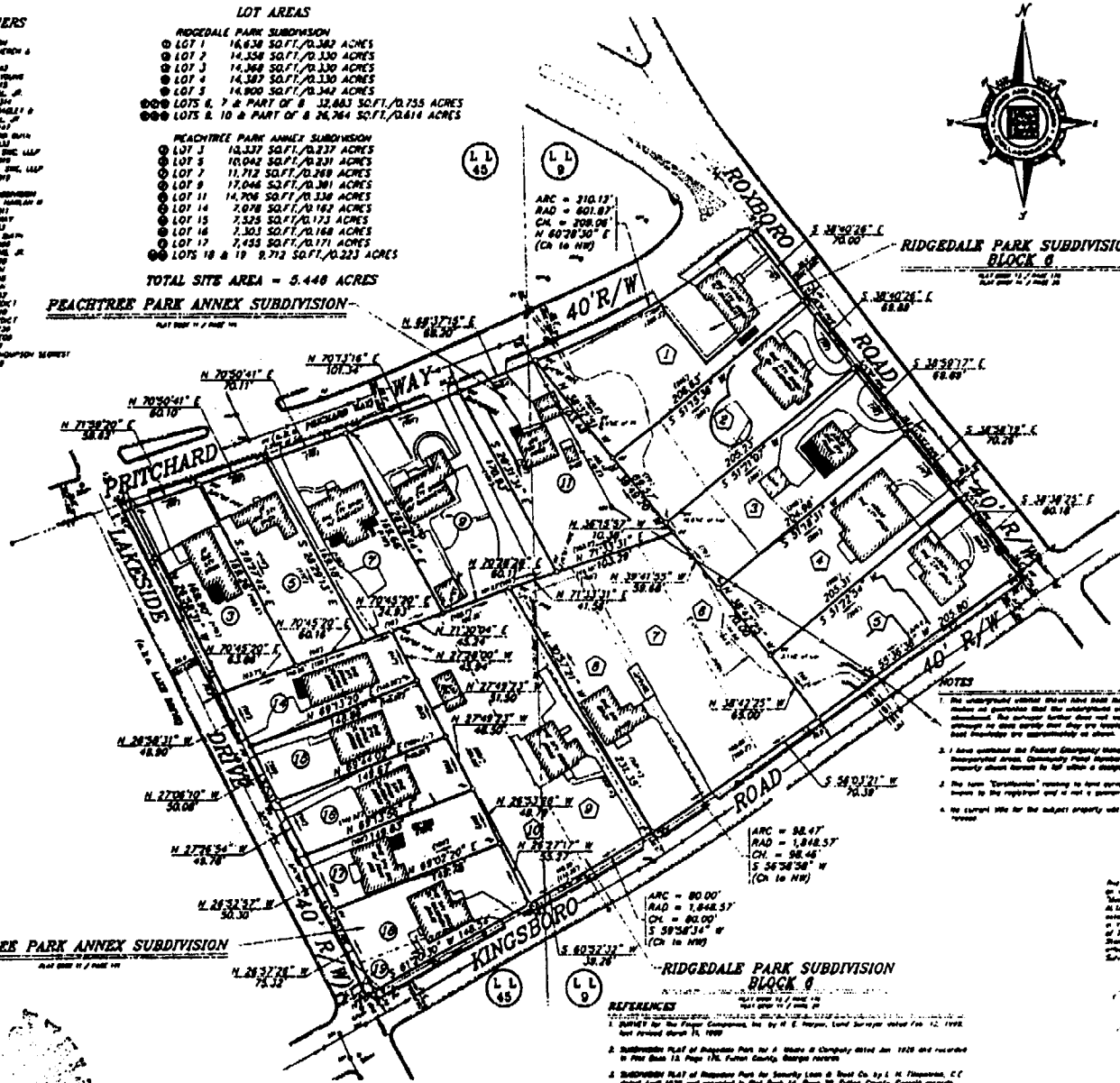
RIDGEDALE PARK SUBDIVISION

LOT 1	16,638 SQ.FT./0.382 ACRES
LOT 2	14,358 SQ.FT./0.330 ACRES
LOT 3	14,368 SQ.FT./0.330 ACRES
LOT 4	14,387 SQ.FT./0.330 ACRES
LOT 5	14,900 SQ.FT./0.342 ACRES
LOTS 6, 7 & PART OF 8	32,883 SQ.FT./0.755 ACRES
LOTS 9, 10 & PART OF 8	26,764 SQ.FT./0.614 ACRES

PEACHTREE PARK ANNEX SUBDIVISION

LOT 3	10,337 SQ.FT./0.237 ACRES
LOT 5	10,042 SQ.FT./0.231 ACRES
LOT 7	11,712 SQ.FT./0.268 ACRES
LOT 9	17,046 SQ.FT./0.391 ACRES
LOT 11	14,706 SQ.FT./0.338 ACRES
LOT 14	7,078 SQ.FT./0.162 ACRES
LOT 15	7,525 SQ.FT./0.173 ACRES
LOT 16	7,303 SQ.FT./0.168 ACRES
LOT 17	7,455 SQ.FT./0.171 ACRES
LOTS 18 & 19	9,712 SQ.FT./0.223 ACRES

TOTAL SITE AREA = 5.448 ACRES



LEGEND

[illegible]

EQUIPMENT USED:

[illegible]

NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]

REFERENCES

1. SURVEY for The Finger Companies, Inc. by H. E. Harper, Land Surveyor dated Feb. 12, 1998, last revised March 16, 1999
2. SUBDIVISION PLAT of Ridgedale Park for A. Wade & Company dated Jan. 1928 and recorded in Plat Book 13, Page 136, Fulton County, Georgia records
3. SUBDIVISION PLAT of Peachtree Park for Security Loan & Trust Co. by L. N. Thompson, C.E. dated April 1928 and recorded in Plat Book 14, Page 39, Fulton County, Georgia records
4. SUBDIVISION PLAT of Peachtree Park Annex for W. G. Pritchard dated Aug. 30, 1929 and recorded in Plat Book 11, Page 34, Fulton County, Georgia records

I, [illegible] do hereby certify that the map or plat and the survey on which it is based were made (1) in compliance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1992, and including Items 1, 2, 3, 4, 6, 8, 9, 11 of Table A thereof, and (2) pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect at the date of this certification) of an Urban Survey.

[illegible]

Date: [illegible]

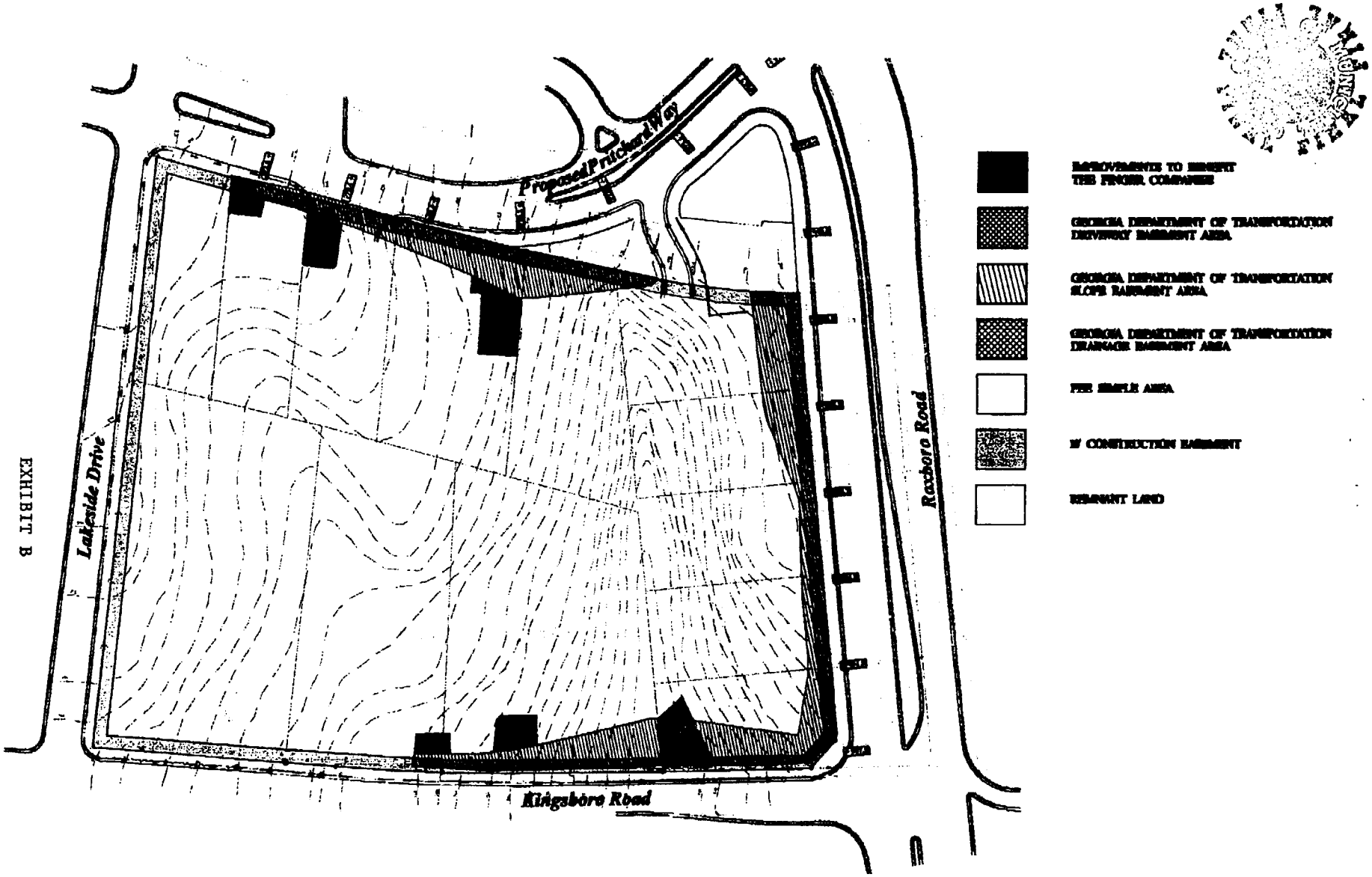
EXHIBIT "A"

ALTA/ACSM LAND TITLE SURVEY

THE FINGER COMPANIES

PLANNERS AND ENGINEERS COLLABORATIVE

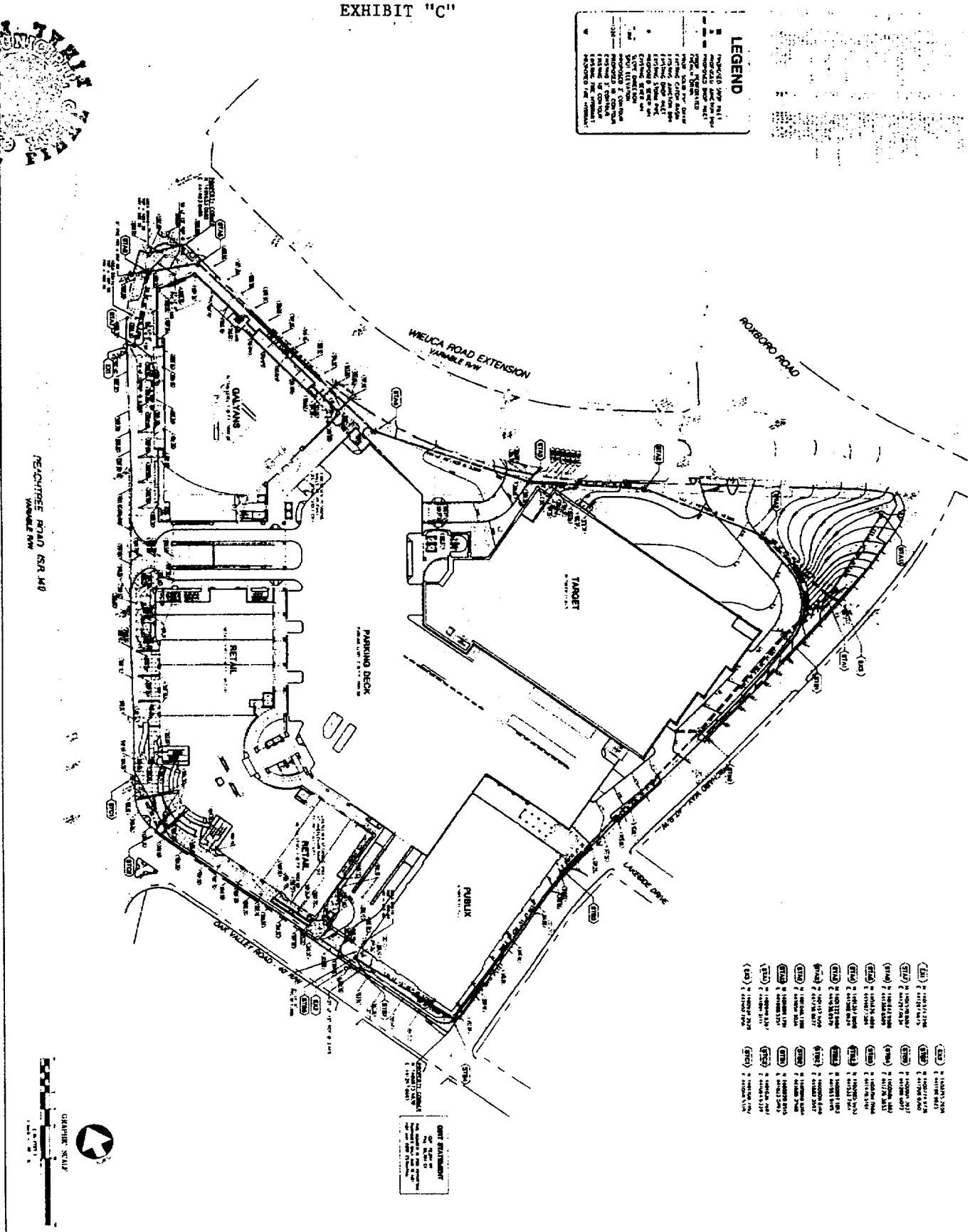
EXHIBIT B



MARCH 1, 2000
SCALE: 1" = 100'
0 25 50 100

ROXBORO PLACE

EXHIBIT "C"

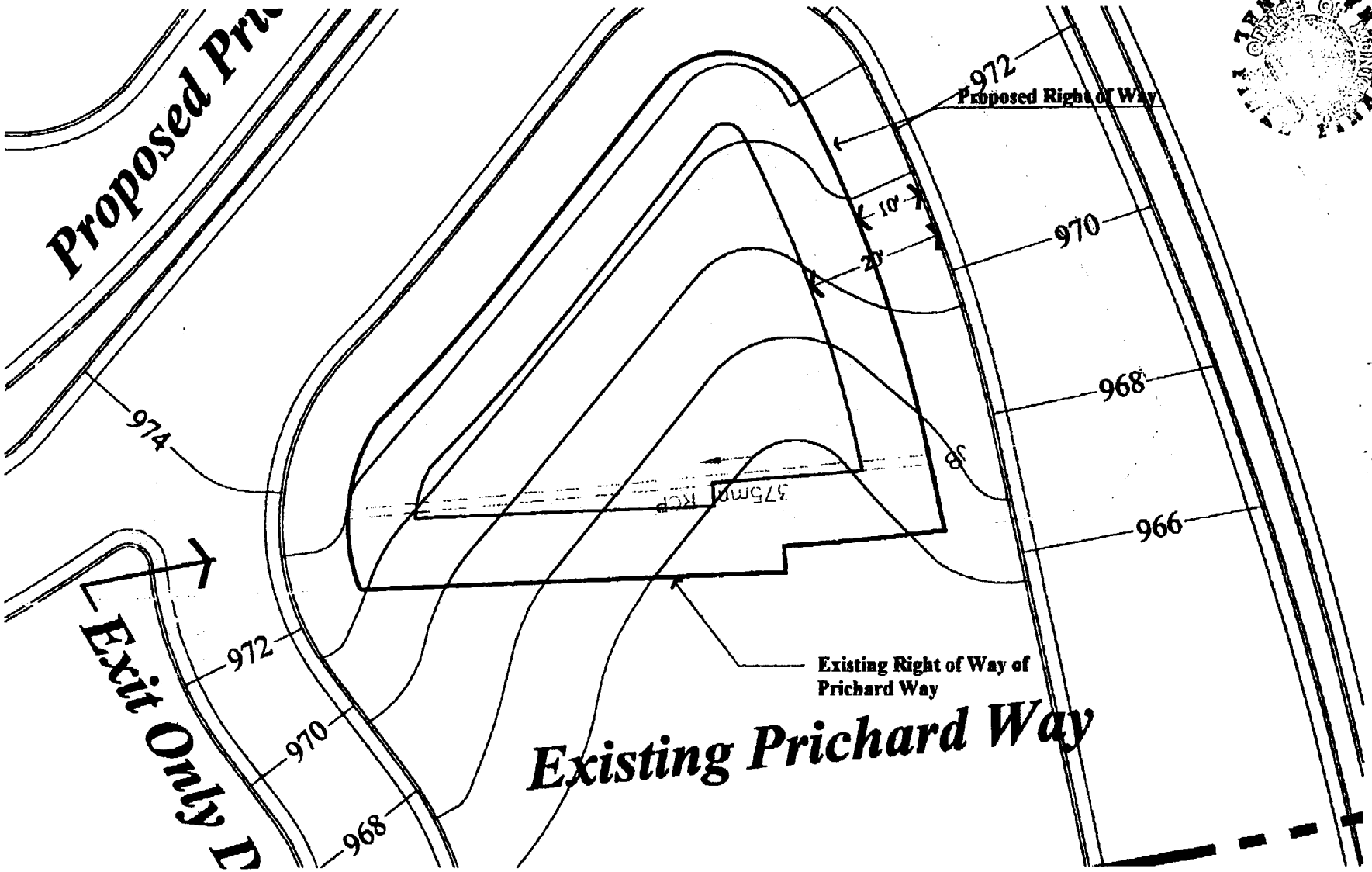


GRADING PLAN - ELEV. 1000

L R E ENGINEERING, INC.
Civil Engineering Transportation Planning

LENOX MARKETPLACE
ATLANTA, GEORGIA
THE SEMBLER COMPANY

C5.3

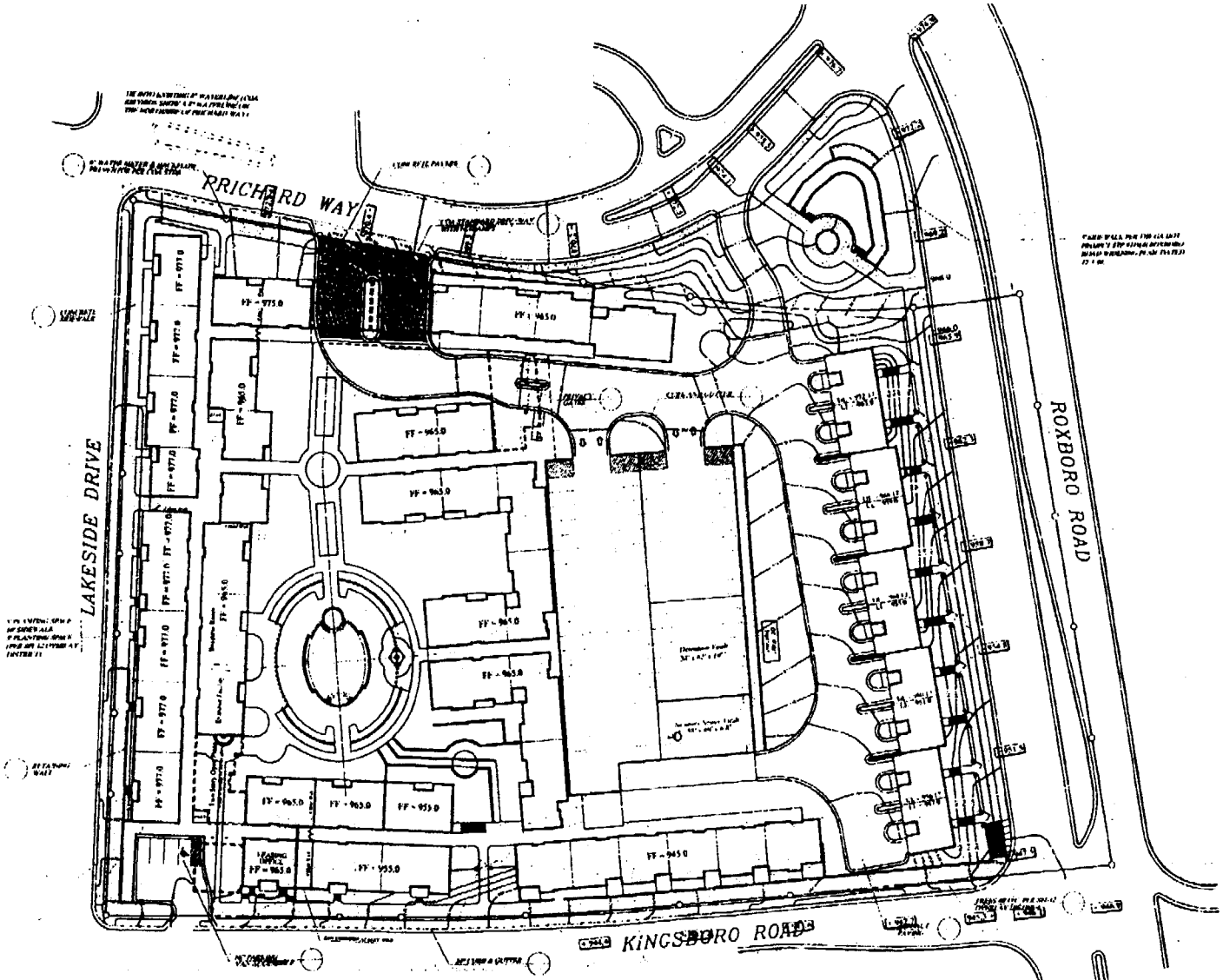


ROXBORO PLACE

MARCH 1, 2000
SCALE: 1" = 20'
0 5 10 20

EXHIBIT D

EXHIBIT "E"



PHASE II SITE PLAN SHOWS FUTURE IMPROVEMENTS TO ROXBORO ROAD AS WELL AS PORTIONS OF PRICHARD WAY AND KINGSBORO ROAD PER THE GA DOT PROJECT STP-9219 (4) ROXBORO ROAD WIDENING PLAN, DATED 12/03/98.

ROXBORO PLACE
AN APARTMENT COMMUNITY
FOR
the Finger Companies

PLANNERS AND ENGINEERS COLLABORATIVE

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	3/3/00	CJ	PER COA

GRADING PLAN - PHASE2

0 15 30 60 90

SCALE 1"=30'
DATE MARCH 1, 2000
FILE NO 98108.01

6B

EXHIBIT "F"

ITEM	QUANTITY	UNIT COST	EXTENDED COST
SAVINGS TO CITY/PROJECT (FROM TFC):			
Demolition of Houses by TFC	5 Homes	$12,000	$60,000
Slope Easements Eliminated	20,560 SF (+\-)	$15\SF	$308,400
Drainage Easement Eliminated	1,369 SF (+\-)	$15\SF	$20,535
Fill Dirt Provided by TFC	5,300 CY (+\-)	$8\CY	$42,400
Temp. Construction Easement Provided by TFC	18,630 SF (+\-)	$6\SF	$111,780
Other Savings: Environmental Assessment, Clearing and Grubbing, Driveway Alignment, and Guardrail			$50,000
TOTAL SAVINGS ("TFC Benefits to the City")			$593,115
COSTS TO PROJECT FOR THE BENEFIT OF TFC:			
Offsite Retaining Walls on Remnant Land	600 FF (+\-)	$25\FF	$15,000
Drive Construction for egress point	LS	$25,000 (+\-)	$25,000
Remnant Land in Fee to TFC	4,343 SF (+\-)	$4.61\SF	$20,000
TOTAL COSTS TO CITY FOR BENEFIT OF TFC:			$60,000
NET SAVINGS\BENEFITS TO THE CITY:			$533,115

Note: No cash consideration shall be paid by the City to TFC other than for the Fee Simple R/W even where the TFC Benefits to the City exceed the Total Costs to the City for the Benefits to TFC.

EXHIBIT "G"

Department of Transportation

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

WAYNE SHACKELFORD
COMMISSIONER
(404)656-5206

FRANK L. DANCHETZ
CHIEF ENGINEER
(404)656-5277

STEVEN L. PARKS
DEPUTY COMMISSIONER
(404)656-5212

BILLY F. SHARP
TREASURER
(404)656-5224

February 28, 2000
STP-9219(4), Fulton County
Roxboro Road fm Prichard Way to
East Paces Ferry Road
P.I. No. 752090-

Mr. Norman Koplan, Director
Department of Public Works
City of Atlanta
68 Mitchell St. S.W., Suite 4700
Atlanta, Georgia 30335-0324

RE: The Fingers Company Development

Dear Mr. Koplan:

As requested by the City, this letter is to explain the position of the Department on the issue of the Fingers Company development. The residential development is located on the west side of Roxboro Road between Kingsboro Road and Prichard Way.

The following points are noted from the site plan dated January 19, 2000 as they effect the roadway construction:

1. The site plan proposes to raise the existing ground-line and construct residential units along Roxboro Road at an elevation near the elevation of the proposed roadway. The Department will consider this an existing condition assuming the development is built before the road, and will not credit the City or the Developer with any cost savings due to the reduced earthwork for the road construction. The Department agrees that raising the site elevation may reduce the required easement to build Roxboro Road because the construction limits will be reduced. However, the required easement cannot be reduced until the site is developed or an agreement is made with the developer that establishes the elevation of their site which in-turn will reduce the corresponding easement.

Let's Keep Georgia Peachy Clean.™

2. Along with the Roxboro Road widening construction, Prichard Way will be realigned with Peachtree Dunwoody Road and the profile grade raised for better sight distance at the intersection. A raised median will be constructed along the realigned Prichard Way from the Roxboro Road intersection approximately 180 feet. Access for this development to/from Prichard Way is as follows:

    a. A full access driveway will be constructed by the Developer on Prichard Way approximately 350 feet from Roxboro Road. It is anticipated that this driveway can remain in operation while Prichard Way relocation is being constructed.

    b. A right-out only driveway will be constructed by the Department while Prichard Way is being realigned. This driveway will be located approximately 120 feet away from Roxboro Road. The Department and the City will be responsible for the construction cost of the driveway (earthwork, pavement, curb & gutter, etc.) in lieu of any right of way cost savings. It appears that the driveway can be constructed within driveway easement and existing right of way.

3. The general use area (park) shown in the southwest corner of Roxboro Road and the realigned Prichard Way is considered to be a future option that the City may pursue once Roxboro Road construction is complete.

The Department's position pertaining to the construction of walls to reduce right of way impacts or as an agreement during right of way negotiations is considered a right of way cost and shall be completely borne by the City. Any construction cost savings due to reduced earthwork (cut or fill) because the adjacent ground elevations have been modified by a developer will not be a consideration of payment or trade to the Department for the cost of other items.

The City should continue working towards acquiring all the property along Roxboro Road. If there are any additional questions, please contact me or Mr. Darrell Richardson at 404-656-5436.

Sincerely,

Joseph P. Palladi, P.E.
State Urban Design Engineer

JPP:DMR

Cc: Barry Baynes, R/W
Ladun Esan, City of Atlanta
Shawn Zekavati, Heery/Mitchell
John Lavelle, Smith Real Estate
Keith Linch, Arnell, Golden & Gregory, LLC