



Called Council Meeting

AGENDA

Monday, December 21, 2020

4:00 PM

City Hall (via Teleconference-Zoom)

Join Zoom Meeting <https://us02web.zoom.us/j/89586988688>

Meeting ID: 895 8698 8688

I. CALL TO ORDER

1. Roll Call

II. NEW BUSINESS

1. Resolution for Acceptance of Dedication of Real Property – Parcel M0020021 1000 Highway 138

III. ADJOURN



To: City Council
From: Logan Propes, City Administrator
Department: Administration
Date: 02-04-2020
Subject: Resolution for Acceptance of Dedication of Real Property – Parcel M0020021 1000 Hwy 138

Budget Account/Project Name: N/A

Funding Source: N/A

Budget Allocation: N/A

Budget Available: N/A

Requested Expense: N/A **Company of Purchase:** N/A

Description:

Staff recommends Acceptance of Dedication of Real Property – Parcel M0020021 1000 Hwy 138 Monroe, GA 30655 from MFT Land Investment, LLC with accompanying resolution and authorizes staff and legal counsel to complete all necessary documents pertaining to the donation and conveyance of the property.

Background:

MFT Land Investments, LLC. has offered 123+ acres to the City of Monroe. Monroe's intent would be for a future multi-use passive park along with wetland and greenspace perseveration. There is also several hundred feet of riverfront area along the Alcovy River which would align with long-range plans for creating a possible float-trip access point on the Alcovy for recreation purposes. With the donation would be an existing easement to the adjoining 22 acres owned by Selman Bridge Estates, LLC.

This property has already been in the City of Monroe for over 14 years and would not require any additional annexation.

Attachment(s): Parcel Map, Resolution

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MONROE,
GEORGIA, REGARDING THE 123.70 +/- ACRES OF REAL PROPERTY DONATION
LOCATED ON HIGHWAY 138 FROM MFT LAND INVESTMENT, LLC**

WHEREAS, the City of Monroe, Georgia (the “City”) has been vested with substantial power to regulate the use of property within the City for the purposes of maintaining the health, morals, safety, security, peace and general welfare of the City; and,

WHEREAS, the City has the legislative power to adopt reasonable resolutions or regulations relating to property within the City for which no provision has been made by general law and which are not inconsistent with the Constitution of the State of Georgia or any charter provision applicable thereto; and,

WHEREAS, MFT Land Investment, LLC (the “Donor”) desires to donate the real property commonly known as 1000 Highway 138, Monroe, Walton County, Georgia 30655, more particularly described by Exhibit “A” attached hereto comprising of approximately 123.70 acres, more or less (the “Property”) (the “Donation”) to the City; and,

WHEREAS, the City desires to accept the Donation from the Donor; and,

WHEREAS, the City desires to enter into a Land Donation Agreement (the “Agreement”) with Donor; and

WHEREAS, the City desires to provide Donor with its acknowledgement of the Donation for tax purposes; and,

WHEREAS, the Mayor and City Council have determined that it is in the best interests, general welfare, and growth of the City to accept the Donation and enter into the Agreement; and,

WHEREAS, all stated goals of this resolution are incorporated fully herein;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Monroe do hereby accept the Donation of the Property as follows:

1. The preamble of this Resolution shall be considered to be, and is hereby incorporated by reference as if, fully set out herein;
2. The City hereby accepts the Donation from Donor on this date;
3. The City shall acknowledge the Donation of Donor on IRS Form 8283 prepared by Donor and approved by the City Attorney;
4. The City shall execute the Agreement on this date;
5. The Mayor and the City Administrator are authorized to execute the Agreement, the IRS Form 8283, and any other documents deemed reasonably necessary to effect the intent of this resolution and cause the Property to be received by the City.

SO RESOLVED this 21st day of December, 2020.

CITY OF MONROE, GEORGIA

Approved: _____
John S. Howard, Mayor

Attest: _____
Debbie Kirk, City Clerk

Exhibit "A"

Tract One:

All that tract or parcel of land lying and being in Land Lot 13 of the 4th Land District, Walton County, Georgia, as shown on that survey for Marie Green by Kenneth C. Sims, RLS #1783, dated 11/14/86, which is incorporated herein by reference thereto for a more complete description, and being more particularly described as followed:

BEGINNING at an iron pin found at the southeasterly corner of Land Lot 13 of the 4th Land District and the southwesterly corner of Land Lot 5 of said District and the northwesterly corner of Land Lot 4 of said District and the northeast corner of Land Lot 4 of said District; thence from said iron pin found, which is the TRUE POINT OF BEGINNING, running South 63 degrees 33 minutes 19 seconds West 631.0 feet to an iron pin; thence continuing South 58 degrees 55 minutes 59 seconds West 2137.7 feet to an iron pin found designated as Point "B"; thence from said Point "B", continuing South 50 degrees 55 minutes 59 seconds West 95.30 feet to a point in the centerline of the Alcovy River, thence running in a northerly and northwesterly direction along the centerline of the Alcovy River to a point, which point is South 63 degrees 19 minutes East a distance of 95 feet from iron pin designated as Point "B"; Point "B" may be reached from Point "A" by measuring the following courses and distances: North 04 degrees 48 minutes East 155.15 feet to a point. North 08 degrees 48 minutes East 376.4 feet to a point, North 17 degrees 50 minutes East 272.4 feet to a point, North 09 degrees 78 minutes East 252.7 feet to a point, North 02ndegrees 08 minutes East 170.8 feet to a point, North 19 degrees 31 minutes West 261.7 feet to an iron pin designated as Point "B"; thence from said point in the centerline of the Alcovy River, measuring North 63 degrees 19 minutes East 95 feet to an iron pin previously designated as Point "A"; thence continuing North 63 degrees 19 minutes East 292.2 feet to an iron pin; thence North 67 degrees 04 minutes East 242.8 feet to an iron pin; thence North 85 degrees 44 minutes East 203.4 feet to an iron pin; thence North 29 degrees 54 minutes 15 seconds West 1041.73 feet to an iron pin; thence North 79 degrees 28 minutes 50 seconds East 1125.0 feet to an iron pin; thence South 28 degrees 31 minutes 10 seconds East 1554.45 feet to an iron pin; thence continuing South 30 degrees 54 minutes 53 seconds East 95.55 feet to an iron pin, which iron pin is the TRUE POINT OF BEGINNING. Said tract containing 78.930 acres according to the above survey.

Tract Two:

All that tract or parcel of land lying and being in the County of Walton, State of Georgia, located in Land Lot 5, 3rd Land District and Land Lot 13, 4th Land District, Brooks G.M.D. containing 45.531 acres, more or less, according to a plat of survey entitled "SURVEY FOR HARRY M. ARNOLD, JR. AND DAVID THOMPSON" dated October 16, 1991, prepared by Sims Surveying Co., Kenneth C. Sims, Georgia Registered Professional Land Surveyor No. 1783, recorded in Plat Book 53, Page 166, Walton County Clerk of Superior Court records. Reference is hereby made to said plat of survey and the same is incorporated herein for a more complete description of the within described property.

STATE OF GEORGIA
COUNTY OF WALTON

LAND DONATION AGREEMENT

THIS AGREEMENT, made and entered into as of the 21st day of December, 2020, by and between MFT LAND INVESTMENTS, LLC, a Georgia limited liability company, as Party of the First Part and the CITY OF MONROE, GEORGIA, a Municipal Corporation chartered under the laws of the State of Georgia, as Party of the Second Part (the "City");

WITNESSTH:

WHEREAS, the Party of the First Part is the owner of a certain tract of land in Land Lots 5 and 13, 3rd and 4th District, City of Monroe, Walton County, Georgia, being more particularly described on Exhibit "A" attached hereto, which is incorporated herein by reference as if fully set out. (the "Property"); and

WHEREAS, the Party of the First Part is desirous of donating the Property to the City of Monroe and making such other donations and contributions to the City of Monroe set out in the provisions of this Agreement; and

WHEREAS, the Party of the Second Part is willing to accept the Property, and such other donations and contributions set out in the provisions of this Agreement, provided that the other conditions set forth herein are met to the satisfaction of the Party of the Second Part;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits, covenants and considerations hereinafter expressed, the value, receipt and sufficiency whereof are hereby acknowledged by both parties, the parties agree as follows:

1. The Party of the First Part will donate the Property to the City of Monroe, Georgia, contemporaneously with the execution of this Agreement for such public uses as the Second Party shall determine in its sole and absolute discretion.
2. The Party of the First Part makes the following representations, warranties and agreements to the Party of the Second Part, each of which shall be deemed material, as follows:
 - (a) That it presently has good and marketable fee simple title to the Property, and the adjacent retained or owned properties mentioned herein, subject to easements and restrictions of record and subject to those matters set forth on Exhibit "B", and that the undersigned officer of the Party of the First Part has the full and complete right, power and authority to enter into this Agreement and to perform the Party of the First Part's obligations hereunder to the City.

(b) There are no recorded or unrecorded taxes, charges, liens, levies, attachments or assessments of any nature or description which may have arisen out of the ownership or use of the Property and the adjacent properties, which would or may constitute a lien, adverse claim or charge against the current owner of the Property or its successors or assigns, which will be unpaid, unsatisfied, unbonded or cancelled of record on or before the conveyance of title to the Property hereunder.

(c) During the time that the Party of the First Part has owned the Property and the adjacent properties: (i) no landfill was deposited on, or taken from the Property, (ii) no construction or other debris (including without limitation, rocks, stumps or concrete) was buried upon the Property, and (iii) no toxic wastes or hazardous materials were deposited, disposed of, stored, generated or released on or from the Property, and the Party of the First Part has no knowledge or information that such has occurred on the Property in the past.

(d) All representations and warranties of the Party of the First Part contained in this Agreement are true and correct as of the date hereof and will be true and correct as of the date of conveyance. The Party of the First Part agrees to indemnify and hold harmless the Party of the Second Part from any and all loss, costs, liability, damage, expense (including, but not limited to, attorney's fees), action and suit arising out of any materially adverse breach of such representations or warranties. This provision shall survive the conveyance of the Property..

3. The Party of the First Part shall convey title to the Party of the Second Part by Limited Warranty Deed, and the Party of the First Part shall execute such other certifications, affidavits, and documentations as may be requested or required by the Party of the Second Part, in order to provide assurances, representations, and confirmation of authority of the Party of the First Part to consummate such transaction(s), and that the conditions, matters of title, and status of the parties thereunder are adequately protected.

4. The Party of the Second Part shall have until the closing of the transaction(s) in order to make its determination as to the title of the Property, and the adjacent properties, and matters as to the feasibility of the Property, and adjacent properties, for the purposes intended by the Party of the Second Part. The Party of the Second Part may rescind this Agreement, in whole or in part, at any time in its sole discretion.

5. If the transactions contemplated herein are consummated, the Party of the Second Part shall provide to the Party of the First Part such acknowledgment and documentation of the gift(s) of the Property, and any adjacent properties, for income tax purposes as may be necessary or required.

6. The conveyance of the Property shall be consummated on or before the 31st day of December, 2020.

7. The Parties on or before March 31, 2021 shall enter into an additional agreement to determine all outstanding matters pertaining to ownership, access, maintenance responsibility, utility easements, and ingress/egress easement rights to and from the adjacent property owned by an affiliated entity of Donor regarding the bridge commonly known as the old historic Selman Mill Road Bridge, which traverses over and across the Alcovy River between the Property and the adjacent property. Upon execution of said additional agreement, the Party of the First Part shall cause to be released or cancelled all rights in and to that certain Easement Agreement between Arnthom 124, LLC and Selman Bridge Estates, LLC, dated September 2, 2010, recorded in Deed Book 3186, pages 283-287, Walton County Superior Court, Georgia records, relating to the Property.

8. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, administrators, executors, legal representatives. successors and assigns.

9. Time is of the essence of this Agreement.

10. This Agreement constitutes the sole and entire Agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto.

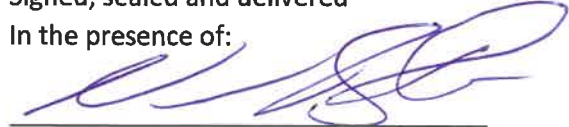
11. The Parties hereto agree that such documentation as is reasonably necessary to carry out the terms of this Agreement shall be produced, executed and /or delivered by such parties within the time required to fulfill the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

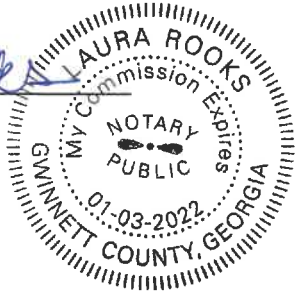
IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as of the date first above written.

Signed, sealed and delivered
In the presence of:



Unofficial Witness


Notary Public




Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

MFT LAND INVESTMENTS, LLC

By: 
Michael Pettit, CFO

CITY OF MONROE, GEORGIA

By: _____
John Howard, Mayor

Attest: _____
Logan Propes,
City Administrator

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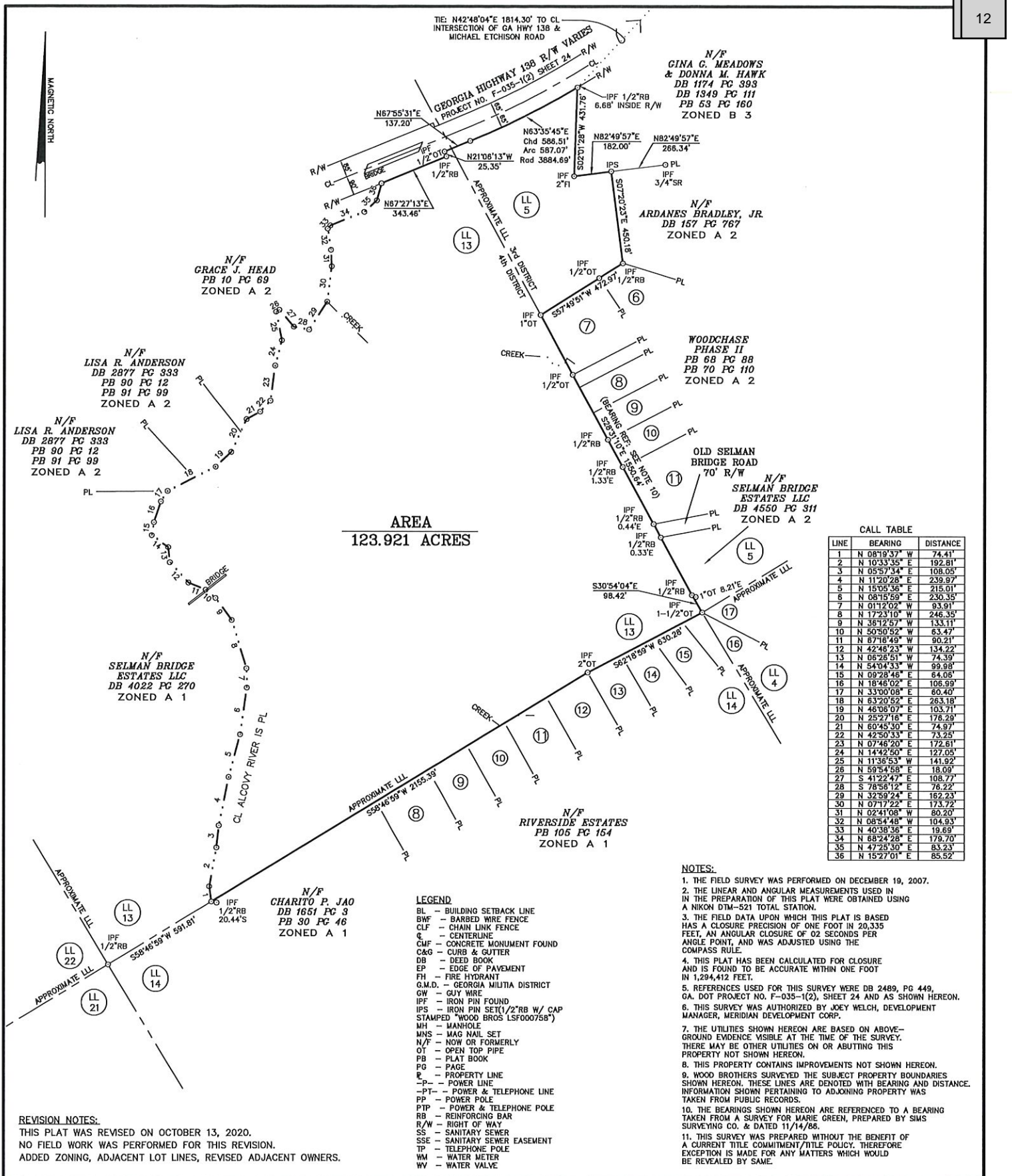
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Exhibit "B"

Permitted Title Exceptions

All easements and restrictions of record, if any.



AREA
123.921 ACRES

CALL TABLE

LINE	BEARING	DISTANCE
1	N 08°19'37" W	74.41'
2	N 10°33'35" E	192.81'
3	N 05°57'34" E	108.05'
4	N 11°20'28" E	239.97'
5	N 15°05'36" E	215.01'
6	N 08°15'59" E	230.35'
7	N 01°12'02" W	93.91'
8	N 17°23'10" W	246.35'
9	N 36°12'57" W	133.11'
10	N 50°50'52" W	63.47'
11	N 87°16'49" W	90.21'
12	N 42°46'23" W	134.22'
13	N 06°26'51" W	74.39'
14	N 54°34'33" W	89.88'
15	N 09°28'46" E	64.05'
16	N 18°46'02" E	106.99'
17	N 33°00'08" E	60.40'
18	N 63°20'52" E	263.18'
19	N 46°06'07" E	103.71'
20	N 25°27'16" E	176.29'
21	N 60°45'30" E	74.97'
22	N 42°50'33" E	73.25'
23	N 07°46'20" E	172.61'
24	N 14°42'50" E	127.05'
25	N 11°36'53" W	141.92'
26	N 59°54'58" E	18.09'
27	S 41°22'47" E	108.77'
28	S 78°56'12" E	76.22'
29	N 32°59'24" E	162.23'
30	N 07°17'22" E	173.72'
31	N 02°41'08" W	80.20'
32	N 08°54'48" W	104.93'
33	N 40°38'36" E	19.69'
34	N 68°24'28" E	179.70'
35	N 47°25'30" E	83.23'
36	N 15°27'01" E	85.52'

- LEGEND**
- BL - BUILDING SETBACK LINE
 - BWF - BARBED WIRE FENCE
 - CLF - CHAIN LINK FENCE
 - CL - CENTERLINE
 - CMF - CONCRETE MONUMENT FOUND
 - C&G - CURB & GUTTER
 - DB - DEED BOOK
 - EP - EDGE OF PAVEMENT
 - FH - FIRE HYDRANT
 - G.M.D. - GEORGIA MILITIA DISTRICT
 - GW - GUY WIRE
 - IPF - IRON PIN FOUND
 - IPS - IRON PIN SET (1/2" RB W/ CAP STAMPED "WOOD BROS LSFO00758")
 - MH - MANHOLE
 - MNS - MAG NAIL SET
 - N/F - NOW OR FORMERLY
 - OT - OPEN TOP PIPE
 - PB - PLAT BOOK
 - PG - PAGE
 - P - PROPERTY LINE
 - PL - POWER LINE
 - PT - POWER & TELEPHONE LINE
 - PP - POWER POLE
 - PTP - POWER & TELEPHONE POLE
 - RB - REINFORCING BAR
 - R/W - RIGHT OF WAY
 - SS - SANITARY SEWER
 - SSE - SANITARY SEWER EASEMENT
 - TP - TELEPHONE POLE
 - WM - WATER METER
 - WV - WATER VALVE

- NOTES:**
1. THE FIELD SURVEY WAS PERFORMED ON DECEMBER 19, 2007.
 2. THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT WERE OBTAINED USING A NIKON DTM-521 TOTAL STATION.
 3. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,335 FEET, AN ANGULAR CLOSURE OF 02 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
 4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,294,412 FEET.
 5. REFERENCES USED FOR THIS SURVEY WERE DB 2489, PG 449, GA. DOT PROJECT NO. F-035-1(2), SHEET 24 AND AS SHOWN HEREON.
 6. THIS SURVEY WAS AUTHORIZED BY JOEY WELCH, DEVELOPMENT MANAGER, MERIDIAN DEVELOPMENT CORP.
 7. THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE-GROUND EVIDENCE VISIBLE AT THE TIME OF THE SURVEY. THERE MAY BE OTHER UTILITIES ON OR ABUTTING THIS PROPERTY NOT SHOWN HEREON.
 8. THIS PROPERTY CONTAINS IMPROVEMENTS NOT SHOWN HEREON.
 9. WOOD BROTHERS SURVEYED THE SUBJECT PROPERTY BOUNDARIES SHOWN HEREON. THESE LINES ARE DENOTED WITH BEARING AND DISTANCE INFORMATION SHOWN PERTAINING TO ADJOINING PROPERTY WAS TAKEN FROM PUBLIC RECORDS.
 10. THE BEARINGS SHOWN HEREON ARE REFERENCED TO A BEARING TAKEN FROM A SURVEY FOR MARIE GREEN, PREPARED BY SIMS SURVEYING CO. & DATED 11/14/88.
 11. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT/TITLE POLICY. THEREFORE EXCEPTION IS MADE FOR ANY MATTERS WHICH WOULD BE REVEALED BY SAME.

REVISION NOTES:
THIS PLAT WAS REVISED ON OCTOBER 13, 2020.
NO FIELD WORK WAS PERFORMED FOR THIS REVISION.
ADDED ZONING, ADJACENT LOT LINES, REVISED ADJACENT OWNERS.

BOUNDARY SURVEY FOR
MERIDIAN DEVELOPMENT CORPORATION
LOCATED IN
LAND LOT 5, 3rd DISTRICT & LAND LOT 13, 4th DISTRICT
WALTON COUNTY, GEORGIA
THIS PLAT WAS PREPARED ON JANUARY 2, 2008.

THIS PLAT IS VALID ONLY IF IT BEARS THE REGISTRANT'S ORIGINAL SIGNATURE ACROSS THE REGISTRANT'S CERTIFICATION.
WARREN S. WOOD GA. RLS #2849
MY REGISTRATION EXPIRES ON DECEMBER 31, 2008.

0' 150' 300' 600' 900'
GRAPHIC SCALE 1"=300'



PREPARED BY
WOOD BROTHERS
LAND SURVEYORS, INC.
P.O. BOX 477
JEFFERSON, GA. 30549
(706) 387-0075