

Prop 03-008 Grady/Post office
file



December 21, 2011

VIA REGISTERED MAIL
RETURN RECEIPT REQUESTED

Grady Health System
80 Jesse Hill Jr. Drive S.E.
Atlanta, Georgia 30303-3050
Tracy R. Sprinkle – Associate General Counsel

Catherine Morgen, Esq.
Alston & Bird, LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

Re: Notice of Intent to Enforce Provisions of a Condition Subsequent

Dear Ms. Sprinkle and Ms. Morgen:

The City of Roswell is the Grantor in a quitclaim deed to The Fulton-DeKalb Hospital Authority, d/b/a Grady Health System as Grantee, dated January 30, 2006, which deed is recorded in Deed Book 41884, Pages 534-535, in the Clerk's Office of the Fulton County Superior Court. The City has received information that the Grantee or its assigns intends to engage in a use of the property transferred which is prohibited under the title condition subsequent clause in the deed. The quitclaim deed, by its express terms, created a defeasible fee which was conditioned upon compliance with the terms of the condition subsequent. The deed also provided for termination of the defeasible fee and repossession of the property through a right of re-entry. The deed specifically states that "the property shall be subject to a right of reentry by the City of Roswell and its successors in interest in the event said property is used for any of the prohibited uses, even if such prohibited use is ancillary to a permitted use, permitted by zoning, or grandfathered".

The City of Roswell entered into the transaction in order to assist Grady Health System in opening a clinic on the site. As a basis of the bargain of the sale, the parties agreed to prohibit certain uses through a condition subsequent with a right of reentry. The prohibited uses appearing in the deed were, at the time of the execution of the deed and still are, paramount to the interest of the City of Roswell.

Please accept this Notice that in the event of a prohibited use, the City of Roswell shall consider the covenant broken and intends to exercise its legal rights under the condition subsequent, including but not limited to the termination of Grantee's or its assigns' fee interest in the property and taking possession under the right of reentry.

Sincerely,



David Davidson
City Attorney

cc: Mr. Ammad Ata – Versatile Collection

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PS Form 3800, August 2006	

Deed Book 41884 Pg 534
Filed and Recorded Feb-06-2006 10:31am
2006-0037709
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Document prepared by and when-
recorded return to:

Polatty & Sullivan
P.O. Box 396
Roswell, Georgia 30075

RETURN TO CHARLEY HERREN
TAXITY TITLE INS. AGENCY
447 E. PONCE DE LEON AVE.
DECATUR, GA. 30030-1989

5/170.02

POLATTY & SULLIVAN
Attorneys at Law

1175 Grimes Bridge Road
Roswell, Georgia 30075
(770) 992-3480

Public Square
Dawsonville, Ga, 30534
(708) 265-3281

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENTURE, made the
two thousand six (2006), between

30th day of January

in the year

CITY OF ROSWELL, a Municipal Corporation of the State of Georgia

as party or parties of the first part, hereinafter called Grantor, and

THE FULTON - DEKALB HOSPITAL AUTHORITY, d/b/a GRADY HEALTH SYSTEM

as party the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include their successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM, subject to the condition subsequent contained herein, unto the said Grantee the following described property:

All that tract or parcel of land lying and being in Land Lots 487 and 488 of the 1st District, 2nd Section of Fulton County, Georgia, being within the city limits of Roswell, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set located at the intersection of the South right-of-way of Colonial Park Drive (50-foot right-of-way) with the West right-of-way of Grimes Bridge Road (60-foot right-of-way), and going thence along the West right-of-way of Grimes Bridge Road South 22 degrees 00 minutes 24 seconds West 247.84 feet to an iron pin found at the intersection of the West right-of-way of Grimes Bridge Road with the North right-of-way of Maxwell Road (right-of-way varies); going thence along the North right-of-way of Maxwell Road the following courses and distances: North 68 degrees 07 minutes 22 seconds West 20.05 feet to an iron pin found; in a Westerly direction an arc distance of 116.10 feet with a radius of 297.62 feet, subtended by a chord with a bearing of North 79 degrees 16 minutes 30 seconds West and a distance of 115.36 feet to an iron pin found; South 89 degrees 29 minutes 54 seconds West 108.61 feet to a concrete monument found; thence leaving the North right-of-way of Maxwell Road the following courses and distances: North 13 degrees 19 minutes 57 seconds East 83.85 feet to an iron pin found; North 19 degrees 32 minutes 55 seconds East 78.68 feet to a concrete monument found on the North line of Land Lot 488; going thence South 89 degrees 52 minutes 30 seconds West 148.12 feet along the North line of Land Lot 488 to a concrete monument found; going thence North 24 degrees 43 minutes 17 seconds East 196.58 feet to an iron pin found on the South right-of-way of Colonial Park Drive; going thence along the South right-of-way of Colonial Park Drive South 69 degrees 30 minutes 29 seconds East 377.57 feet to an iron pin set located at the intersection of the South right-of-way of Colonial Park Drive with the West right-of-way of Grimes Bridge Road, which iron pin set is the POINT OF BEGINNING.

The above-described property containing 2.0370 acres with a one-story brick structure situated thereon according to plat of survey for the City of Roswell by Bates-Long & Associates, dated January 5, 2002 and incorporated herein by reference.

Upon condition that until such time as the governing authority of the City of Roswell enacts a Resolution specifically authorizing Grantee or its successors and assigns to use the above-described property for any of the following prohibited uses, the above-described property shall be subject to a right of reentry by the City of Roswell and its successors in interest in the event said property is used for any of the following prohibited uses, even if such prohibited use is ancillary to a permitted use, permitted by zoning, or grandfathered: (a) animal hospitals and veterinary clinics; (b) automobile sales and establishments; (c) automobile service establishments; (d) bed and breakfast inns; (e) big box retail, new buildings; (f) car washes; (g) commercial recreational outdoor facilities; (h) contractor's establishments; (i) convenience stores with or without fuel pumps; (j) dwellings, single-family detached, fee-simple; (k) helicopter landing areas; (l) instrument assembly and manufacturing; (m) open storage yards; and (n) service and fuel filling stations. This condition shall run with the land.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor its successors and assigns claiming under Grantor shall at any time, by any means or ways, notwithstanding the conditions subsequent contained herein, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF ROSWELL, a Municipal Corporation
of the State of Georgia

[Signature]
Unofficial Witness

By: [Signature]
JERRY WOOD
Title: Mayor of the City of Roswell

(SEAL)

Notary Public

My Comm. Exp.: 11-2-07

Date Notarized: 1-27-06
(SEAL)

Attest: [Signature]
SUE CREEL
Interim City Clerk

(SEAL)

Deed Book 41884 Pg 535
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia