

1 A RESOLUTION APPROVING A GROUND LEASE AGREEMENT BETWEEN FULTON
2 COUNTY, GEORGIA (LANDLORD) AND THE CITY OF COLLEGE PARK, GEORGIA
3 (TENANT) FOR THE PURPOSE OF LEASING REAL PROPERTY AT CAMP TRUITT
4 FOR THE PURPOSE OF DEVELOPING A BOTANICAL GARDEN; AUTHORIZING
5 THE CHAIRMAN TO EXECUTE THE GROUND LEASE AGREEMENT AND RELATED
6 DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE
7 GROUND LEASE AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND TO
8 MAKE NECESSARY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR
9 OTHER PURPOSES.

10
11 **WHEREAS**, Fulton County, Georgia is the fee simple owner of the real property
12 located at 4300 Herschel Rd, College Park, GA 30337, consisting of approximately 40.64
13 acres formally known as Camp Truitt by virtue of a deed from John W. Chapman as
14 Grantor dated May 27, 1937 and recorded in Deed Book 1655 and Page 142; and

15 **WHEREAS**, Fulton County's deed contains a right of reversion and use restriction
16 that requires the subject property to be used "exclusively for park, recreation grounds,
17 and educational purposes..."; and

18 **WHEREAS**, on June 24, 1958, the Executrix of Mr. Chapman's estate, the grantor
19 of the property to the County, recorded a document in the Real Estate Records for Fulton
20 County in Deed Book Page 3551, Page 97, which purport to modify the reversion and use
21 restriction to provide:

22 [T]he use of said property conveyed in said deed, by Fulton County or the
23 State of Georgia for any purpose to serve the 4-H Clubs of Fulton County
24 and Georgia and to promote agricultural, social and economic interest of
25 the rural people of Fulton County and the State of Georgia, are declared to
26 be proper uses of said property... and no violation of said deed or right of
27 reversion of any interest in said property shall ever exist as long as said
28 property is used for such purposes, or any other purpose specifically
29 described and set forth in said [may 27, 1937] deed; and

30 **WHEREAS**, the Executrix's recording further provided:

31 The rental or use of any portion of the property conveyed in the deed date
32 May 27, 1937 so as to produce an income derived from any person, shall
33 not constitute a violation of said deed or give rise to any right of reversion,
34 provided the income from such property so received, shall itself be reserved
35 for, and used for the purposes authorized in the original deed dated May
36 27, 1937 and in this Agreement.

37 ; and

1 **WHEREAS**, the City of College Park (“City”) has proposed to Fulton County that it
2 be allowed to ground lease and develop a part of the Camp Truitt Site into a municipal
3 botanical garden and nature facility, including supporting buildings, parking and related
4 improvements; and

5 **WHEREAS**, the portions to be developed is identified on the Lease which defines
6 the Premises as “that portion of the real property described and/or depicted on Exhibit
7 “A”; and

8 **WHEREAS**, the proposed development will provide Fulton County residents with
9 amenities and benefits to include additional park space and opportunities for nature
10 education; and

11 **WHEREAS**, the County has negotiated mutually acceptable ground leasing terms
12 with the City to lease the Premises located at 4300 Herschel Rd, College Park, GA 30337;
13 and

14 **WHEREAS**, said Lease terms include (i) a 50-year term with an optional 50-year
15 extension, (ii) the obligation of the City to provide sufficient documentation to the County
16 within 90 days of the effective date evidencing that sufficient funding has been obtained
17 to construct and operate the project, and (iii) a requirement that to the extent the City
18 generates rents and other proceeds from operation of the Project, such rents and
19 proceeds shall be restricted for use only for the Permissible Uses set forth in the County’s
20 1947 Vesting Deed and the 1958 Affirmation Document; and

21 **WHEREAS**, the approval of the Fulton County Board of Commissioners is required
22 prior to the Chairman executing a ground lease agreement that will permit the
23 development of the Premises within the site known as Camp Truitt; and

24 **WHEREAS**, it is the desire of Fulton County and the City to enter into a ground
25 lease agreement; and

26 **WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section
27 III, Paragraph I, subparagraph I, subparagraph (a), that any county or municipality of the
28 State may contract for any period not exceeding 50 years, with each other or with any
29 other public agency, public corporation, or public authority for the provision of services,
30 or for the joint or separate use of facilities or equipment when such contracts deal with
31 activities, services, or facilities which the contracting parties are authorized by law to
32 undertake or provide; and

33 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board of
34 Commissions has exclusive jurisdiction and control over directing and controlling all
35 property of the County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves a Ground Lease Agreement with the City of College Park, Georgia, in substantially the form attached hereto as Attachment "A".

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized to execute the Ground Lease Agreement between Fulton County and City of College Park, Georgia and any related documents.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the Ground Lease Agreement and any related documents as to form, and to make such other or additional modifications as are necessary to protect the County's interests prior to execution by the Chairman.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this ____ day of _____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney