

1 A RESOLUTION APPROVING A GROUND LEASE AGREEMENT BETWEEN FULTON
2 COUNTY, GEORGIA AND THE CITY OF ROSWELL, GEORGIA TO LEASE COUNTY-
3 OWNED REAL PROPERTY COMMONLY KNOWN AS CHATTAHOOCHEE RIVER
4 PARK, LOCATED AT 575 RIVERSIDE RD, ROSWELL, GEORGIA 30075;
5 AUTHORIZING THE CHAIRMAN OF THE FULTON COUNTY BOARD OF
6 COMMISSIONERS TO EXECUTE THE GROUND LEASE AGREEMENT AND ANY
7 RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE
8 THE GROUND LEASE AGREEMENT AND ANY RELATED DOCUMENTS AS TO
9 FORM AND MAKE NECESSARY MODIFICATIONS THERETO PRIOR TO
10 EXECUTION; AND FOR OTHER PURPOSES.

11 WHEREAS, Fulton County, Georgia ("Fulton County") is a political subdivision of
12 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
13 of the State; and

14 WHEREAS, Fulton County owns certain real property located at 575 Riverside Rd,
15 Roswell, GA 30075, consisting of approximately 80.95 acres, commonly known as
16 Chattahoochee River Park ("Property"); and

17 WHEREAS, the City of Roswell, a municipal corporation of the state of Georgia
18 ("Roswell"), and Fulton County previously entered into an Intergovernmental Agreement
19 as of December 31, 1998 (as amended August 18, 1999, the "IGA") pursuant to which
20 Fulton County leased to Roswell the Chattahoochee River Park and other related County-
21 owned properties; and

22 WHEREAS, pursuant to the IGA, Roswell operates the Chattahoochee River Park
23 and provides other services on the Property, for the benefit of the residents of the City of
24 Roswell and Fulton County; and

25 WHEREAS, the term of the IGA has expired; and

26 WHEREAS, Roswell submitted a request to the Fulton County Department of Real
27 Estate and Asset Management Department ("DREAM") to enter into a new long-term

1 ground lease of the Property (“Ground Lease”) so that Roswell may initiate new programs
2 and renovate the Property as needed, and continue to operate, maintain, and provide
3 additional services within the Property for the benefit of Roswell and Fulton County; and

4 **WHEREAS**, DREAM and Roswell have negotiated mutually acceptable terms for
5 Roswell’s lease of the Property, which include an initial term of twenty-five (25) years with
6 an option to renew for an additional twenty-five (25) years; and

7 **WHEREAS**, in lieu of monetary compensation for Roswell’s lease of the Property,
8 Roswell will maintain, operate, and repair the Property, including designing, constructing,
9 maintaining and operating renovations, all at Roswell’s sole expense, in addition to
10 providing other services within the Property, as further described in the Ground Lease, to
11 County residents; and

12 **WHEREAS**, in the event the County terminates the Ground Lease for convenience
13 prior to the twentieth anniversary of such Lease, the County has agreed to reimburse
14 Roswell for the then-outstanding bond debt associated with Roswell’s renovations of the
15 amenities on the Property; and

16 **WHEREAS**, Article 9, Section 3, Paragraph 1(a) of the Constitution of the State of
17 Georgia authorizes counties to contract with municipalities for any period not exceeding
18 fifty (50) years for the provision of facilities or services which they are authorized by law
19 to provide; and

20 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board of
21 Commissioners has exclusive jurisdiction and control over directing and controlling all the
22 property of the County, as they may deem expedient, according to law.

1 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
2 approves the Ground Lease Agreement between Fulton County, Georgia, and the City of
3 Roswell, Georgia, a municipal corporation of the State of Georgia, in substantially the
4 form attached hereto as Exhibit A, for the purpose of leasing County-owned property
5 located at 575 Riverside Rd, Roswell, Georgia 30075, to Roswell to provide government
6 services.

7 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
8 is hereby authorized to execute the Ground Lease Agreement and any related
9 documents.

10 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
11 approve the Ground Lease Agreement and any related documents as to form, and to
12 make modifications thereto as are necessary to protect the interests of Fulton County,
13 prior to execution by the Chairman.

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

17 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
18 Georgia, this 17 day of December, 2025.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**



Robert L. Pitts, Chairman

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ATTEST:



Tonya R. Grier, Clerk to the Commission



10 APPROVED AS TO FORM:

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12 _____
13 Y. Soo Jo
14 County Attorney

Exhibit A

Form of Ground Lease Agreement

STATE OF GEORGIA

COUNTY OF FULTON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into this 17th day of December, 2025 (the "Effective Date"), by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (herein "Lessor"), and the **City of Roswell**, a municipal corporation organized and existing under the laws of the State of Georgia (herein "Lessee"). Lessor and Lessee may each be individually referred to as Party, or together, as Parties herein.

WITNESSETH:

WHEREAS, Article 9, Section 3, Paragraph 1(a) of the Constitution of the State of Georgia authorizes counties to contract with municipalities for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide; and

WHEREAS, O.C.G.A § 36-36-2(5) confers upon Lessee the power to contract with any other political subdivision for the provision of joint services and for the joint use of facilities and equipment; and

WHEREAS, Lessor owns certain real property consisting of approximately 95.954 +/- acres, located at 575 Riverside Rd, Roswell, GA 30075, with Tax Parcel IDs of 12-1630-0230-010-2; 12-1630-0273-014-2; 12-1603-0272-009-3; 12-1620-0271-046-8; 12-1730-0295-009-5; 12-1730-0334-005-6; 12-1830-0340-022-4; 12-1931-0380-007-2; 12-2030-0457-002-9; and 12-2120-0458-042-5 (the "Property"); and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement as of December 31, 1998 (as amended August 18, 1999, the "IGA") pursuant to which Lessor leased to Lessee the Chattahoochee River Park and other County-owned properties, with such leased premises as further described in the IGA; and

WHEREAS, pursuant to the IGA, Lessee operates the Chattahoochee River Park and provides other services on the Property, as further described in the IGA, for the benefit of the residents of the City of Roswell and Fulton County; and

WHEREAS, the term of the IGA has lapsed; and

WHEREAS, Lessee wishes to further develop the Chattahoochee River Park located on the Property, including the construction of an event space, additional play areas, new restroom facilities, and a reconfigured parking lot, among other improvements for the benefit of residents of the City of Roswell and Fulton County (the "Project"); and

WHEREAS, the Parties wish for Lessee to continue to lease the Leased Premises (as defined below) from Lessor so that Lessee may initiate new programs and renovate the Property as needed to complete the Project and continue to operate, maintain, and provide additional services within the Leased Premises for the benefit of the City of Roswell and Fulton County; and

WHEREAS, the recitals hereto are incorporated herein as part of this Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual promises between the Parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties mutually agree as follows:

1.
Leased Premises

Lessor, for and in consideration of the covenants, agreements and stipulations hereinafter mentioned, to be kept and performed by Lessee, does lease unto the said Lessee, and said Lessee hereby agrees to lease, and take upon the terms and conditions which hereinafter appear, the premises consisting of those areas of land containing approximately 95.954 +/- acres, as more particularly described in Exhibit A (such land, the "Leased Premises").

2.
Consideration

The Parties agree that, in lieu of monetary rental payments to be made by Lessee, Lessee's maintenance, operation, upkeep, and repair of the Leased Premises, including the design, construction, maintenance, and operation of the Project, all at Lessee's sole cost, in addition to providing any and all services within the Leased Premises as further described in Section 8.2 herein, are adequate consideration for Lessor entering into this Lease for use of the Leased Premises.

3.
Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises as described in this Lease. Following execution by the Parties, this Lease shall have an initial term of twenty-five (25) years, commencing on the Effective Date and through December 16, 2050 ("Initial Term"). After the Initial Term and provided Lessee is not in default as defined herein, or this Lease is not sooner terminated, pursuant to Section 11 herein, Lessee shall have one twenty-five (25) year renewal term ("Renewal Term", and together with the Initial Term, the "Term"); provided that Lessee delivers to the Fulton County Manager a written notice of renewal at least one (1) year prior to the expiration of the Initial Term.

It is understood that, at the end or upon termination of this Lease, including where all options to renew are exercised and granted, this Lease shall terminate absolutely and without further obligation on the part of the Lessor or Lessee, except as to those provisions and obligations that survive termination. However, upon the mutual written agreement of the Parties, a new lease for Lessee's use and occupation of the Property may be executed.

4.
Use of Premises

4.1 Continuous Park Usage. Lessee shall utilize the Leased Premises solely and continuously for the purposes of daily park and recreation purposes. In the event that the Leased Premises cease to be used solely and continuously for park and recreation purposes for thirty (30)

days in any six-month period, and Lessor provides Lessee with written notice of such failure, Lessee shall promptly resume using the Leased Premises for park and recreation purposes and cease all incompatible uses.

Notwithstanding the above, any closures or cessations of use of the Leased Premises for park purposes related to the Project, including but not limited to its construction or installation, shall not trigger Lessor's right to terminate as described in this Section 4 so long as Lessee has provided thirty (30) days' prior written notice to Lessor describing the estimated schedule and areas of the closing(s), which shall not be unreasonable in length and/or size.

4.2 No Waste; Compliance with Rules and Regulations. Lessee shall not allow waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all applicable municipal, county, state, and federal regulations or requirements or in any way relating to the construction, use, and occupancy of the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor if made known to Lessee in writing in advance of adoption, which shall have the same force and effect as the covenants of this Lease. Lessee shall be responsible for ensuring that its guests, visitors, patrons, agents, employees, vendors, and contractors are aware of and observe all such rules and regulations.

4.3 No Damage. Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, guests, visitors, patrons, agents, employees vendors, or contractors, in any manner whatsoever, ordinary wear and tear excepted.

4.4 No Interference. Lessee's use and/or occupation of the Leased Premises shall not materially interfere with or impede any necessary Lessor work on the Leased Premises, including but not limited to maintenance or repair of Lessor's sewer system or any other Lessor-owned or operated utilities under, across, or within the Leased Premises. Lessor shall provide Lessee with at least five (5) days' notice prior to any needed access of Leased Premises for such work, except in the event of emergencies, in which case Lessor shall provide as much notice as practicable.

5. **Signage**

The signage upon the Leased Premises shall reflect that the Leased Premises and other parts of the River Walk System constructed on Lessor's property are joint facilities of Fulton County and the City of Roswell. Any changes in signage affecting the foregoing provision shall be approved by Lessor prior to the installation or display of such sign(s) on the Leased Premises.

6. **Fulton County Access**

All residents of Fulton County shall retain the same ability to use the existing Leased Premises and any future developments on the Leased Premises under the same terms and conditions as enjoyed by City of Roswell residents. Lessee covenants that this provision is material to the Lease and that failure to adhere to this requirement shall constitute a default under this Lease, and as further described in Section 11.1 herein.

The Leased Premises shall be made available for use by Fulton County, subject to reasonable scheduling, at no charge, except for reimbursement of direct costs incurred by Lessee, including utilities, custodial services, and security services, if necessary.

7.

Condition of the Leased Premises

Lessee accepts the Leased Premises in its condition “as is, where is” and as suited for the Project. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of this Lease, that are not herein expressed. Lessee agrees that it will take good care of the Leased Premises and suffer no waste or injury thereto and keep and maintain same in good and clean condition, “normal” wear and tear and any damage or impact due to the construction of the Project excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises that may require the immediate attention of Lessor.

8.

Utilities; City Services

8.1 Utilities. Lessee shall contract and pay for all utility services necessary, including but not limited to, electricity, water, sewer, gas, fuel, and garbage/sanitation, for its operations and Project on the Leased Premises and assume any and all operating costs associated therewith.

8.2 City Services. Lessee shall assume and be responsible for providing, at Lessee’s sole expense, all of the services it provides to areas within the municipal limits of the City of Roswell, including but not limited to, police, fire, 911, sanitation, and street maintenance services, including pothole repair.

9.

Liability; Insurance; Bonds

9.1 Liability. Lessee shall be responsible for any damages caused by Lessee to the Leased Premises, any damages to the Leased Premises caused by someone under Lessee’s control or direction, and for third party liability and claims of any kind resulting from its occupancy, construction, maintenance, or other work undertaken by Lessee on Lessee’s behalf on the Leased Premises, including but not limited to injury to persons or property on or about the Leased Premises caused by the acts or omissions of Lessee and/or Lessee’s agents, employees, officials, vendors, contracts, and the like. Lessee shall not be responsible for any damages caused by Lessor or invitees or agents on the Leased Premises or by anyone under Lessor’s control or direction. Nothing herein shall be construed as a waiver of Fulton County, as Lessor’s, or City of Roswell, as Lessee’s, sovereign immunity or any governmental immunity available to their officials, employees or agents. Should Lessee utilize the services of a private contractor or subcontractor, to perform work or services on the Leased Premises, Lessee shall insert language in the contract with the contractor or subcontractor requiring the contractor or subcontractor to hold the City of Roswell and Fulton County harmless, from all claims, actions, damages, liability, and expense, including without limitation reasonable attorneys’ fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of the contractor or subcontractor

and its employees, agents, contractors or volunteers upon the Leased Premises or the surrounding property in conducting the scope of work.

9.2 Nonliability of Lessor. Lessor shall not be liable for any damage to, or loss of, Lessee's property or loss of use of Lessee's property through theft or otherwise, or damage done or occasioned by or from water, snow or ice, vegetation or pests, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Nothing herein shall be considered as a waiver of Lessor's sovereign immunity or the waiver of any immunity of Lessor's officials, employees, or agents. Without affecting any other rights or remedies, Lessee hereby releases and relieves Lessor and waives its entire right to recover damages against Lessor, for loss of or damage to the Project arising out of or incident to the perils required to be insured against herein. The effect of such release and waiver is not limited by the amount of insurance carried or required or by any deductibles applicable thereto. If such waiver of subrogation is not already a feature of Lessee's insurance policies, Lessee agrees to cause their property damage insurance carriers to waive any right to subrogation that such companies may have against Lessor.

9.3 Insurance. Lessee agrees to obtain, or self-fund, and maintain in full force and effect without interruption during the entire Term of this Lease, all of the insurance required as specified in Exhibit B, Insurance and Risk Management Requirements, attached hereto, in addition to all insurance required by this Section 9, with Lessor as an additional insured, and shall furnish Lessor a Certificate of Insurance or equivalent showing the required coverage, all at no cost to Lessor. The cancellation of any policy of insurance required by this Lease shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. Prior to any change or expiration of required insurance, Lessee shall furnish Lessor the new Certificate of Insurance or equivalent showing the new required coverage. Lessee shall also send Lessor a notice of annual coverage for each year no later than January 31st. All policies shall protect the Lessor and Lessee on a primary basis from any and all claims arising out of or in connection with the Lessee activities and/or operations in connection with the use, development, construction, or operation of activities on said Leased Premises. Lessee shall also be responsible for obtaining insurance for its personal property on the Leased Premises.

Lessee insurance shall apply as Primary Insurance before any other insurance or self-insurance, including deductibles, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Failure to maintain any required insurance coverage shall constitute an event of default by Lessee under this Lease, subject to the notice and cure rights contained herein, or Lessor may (without obligation) purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. In such event, Lessee shall immediately reimburse Lessor for the cost of same plus interest, commencing from the date the amount is paid by Lessor.

Notwithstanding anything in this Lease to the contrary, Lessee agrees that Lessor may self-fund any and all insurance required of Lessor under this Lease.

9.4 Builder's Risk Insurance. Lessee shall, or cause its contractors to, also maintain and provide a Builder's Risk Insurance Policy to cover the Project. It shall be "All Risk" completed value insurance coverage on all completed work and work in progress to the full replacement value thereof, with a deductible not to exceed \$10,000.00. Lessor shall be included as an additional

named insured. Coverage shall continue until the construction of the Project is completed and accepted as such in writing by Lessor.

9.5 Fire and Hazard Insurance. Once construction of the Project is complete, Lessee shall also maintain a fire and all risks hazard insurance coverage upon the improvements on the Leased Premises, such insurance to be in an amount not less than \$2,000,000.00, or the full replacement cost of the improvements, exclusive of excavations and foundations, whichever is greater. Lessor shall be an additional insured on such policy as its interests may appear. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, Lessee shall notify Lessor immediately.

9.6 Bonds. Lessee shall be required to obtain and keep in force at all times performance and payment bonds in the amount of one hundred percent (100%) of the Project cost. Lessee shall also require any contractors to obtain and keep in force at all times bonds sufficient to prevent liens from being created upon the Leased Premises. Bonding company/Surety shall be rated "A" or better in current Key Rating Guide as issued by A.M. Best Company, Inc, Oldwich, NJ and shall be licensed to do business in the State of Georgia. Neither Lessee nor its contractors shall do anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof.

10.

No Assignment or Subletting

Lessee may not assign, transfer, or sublease this Lease without Lessor's prior written consent. In the event that Lessee wishes to enter into a sublease, the Parties agree to negotiate any necessary amendments to this Lease, including amendments to Section 2, in good faith prior to the execution of such a sublease.

11.

Termination for Cause; Termination for Convenience

11.1 Lessee Default. The following events shall be deemed to be events of default by Lessee under this Lease:

(i) a receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee;

(ii) Lessee shall abandon or vacate all or any portion of the Leased Premises for more than thirty (30) days or fails to take possession thereof;

(iii) Lessee shall fail to maintain the Leased Premises in operational condition for the enjoyment of residents of the City of Roswell and Fulton County;

(iv) Lessee shall do, or permit to be done, anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof; or

(v) Lessee does not provide all citizens of Fulton County with the same ability to use the existing Leased Premises and any future developments on the Leased Premises

under the same terms and conditions as enjoyed by City of Roswell residents, and does not cure such default within 30 days of receipt of written notice from Lessor of the same.

11.2 Lessor Remedies. Upon the occurrence of any of the aforesaid events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice of demand whatsoever: provide notice to Lessee of such event of default, at which time Lessee shall be required to promptly take all reasonable steps to remedy the situation and resolve the event of default as soon as possible, Lessor may also, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages, as permitted by Georgia law, therefore, except as provided in this Section 11.

11.3 Non-Exclusivity of Remedies. Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any other remedy hereunder or of any damages accruing to Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Lease following default by Lessee or the deficiency arising by reason of any re-letting of the Leased Premises by Lessor as above provided, allowance shall be made for expense of repossession.

11.4 Lessor Default. In addition to any other remedies provided in this Lease, Lessor's failure to comply with a material term or provision of this Lease shall constitute an event of default. Such default, if not cured within thirty (30) days of receipt of written notice of same from Lessee, shall result in the termination of this Lease.

11.5 Termination for Convenience. Either Party shall have the right to terminate this Lease without cause and for its convenience by written notice to the other Party at least four (4) years prior to the effective date of such termination. Upon any such termination by Lessor or Lessee, any improvements theretofore made, structures constructed upon, or additions to the Leased Premises by Lessee or related to the Project shall remain as a part of the Leased Premises and become the property of Lessor, provided that Lessor shall reimburse any outstanding bond indebtedness remaining for such improvements within the first 20 years of this Lease, in the amounts shown in Exhibit C, attached hereto and incorporated herein by reference. In the event that Lessee terminates for convenience, Lessor shall have no obligations for any responsibility for payment of any outstanding bond indebtedness associated with this Project.

12.

Removal of Effects upon Termination

If Lessee has not removed all of its effects from the Leased Premises at the end of, or at any termination of this Lease, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessor for loss thereof, and request that Lessee reimburse Lessor for all expenses incurred in such removal and also storage of said effects.

13.
Quiet Enjoyment

Lessee, upon performing and observing all terms, covenants, and conditions of this Lease on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term of the Lease, as same may be renewed or extended, subject, nevertheless to the terms of this Lease.

14.
Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state, local, and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the Project and as called for under this Lease. In the event that Lessee or any third party acting on Lessee's behalf serves, distributes, or consumes alcohol on the Leased Premises, Lessee shall ensure that it, or any third party, has obtained all necessary permits and licenses. Lessee shall further provide to Lessor copies of all permits and licenses related to the consumption, distribution, and/or sale of alcohol, as well as the certificates of insurance for any vendors serving, distributing, or selling alcohol on the Leased Premises with Lessor listed as an additional insured.

15.
Condemnation

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Lease shall cease from the time when possession thereof is taken by public authority. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damages from the condemnor caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Lease as herein provided. For the avoidance of doubt, Lessor will have no obligations for reimbursements of outstanding bond debt in any amount in the event of such a condemnation.

16.
Leasehold Interest

This Lease shall create a ground lease between the Parties, with Lessee having the right to occupy, use, and develop the Project upon the Leased Premises subject to the terms and conditions described herein.

17.
Holding Over

If Lessee remains in possession after expiration or termination of the Lease, without any distinct written agreement by Lessor, Lessee shall be a tenant at will and shall be bound to and shall abide by all of the terms set forth in this Lease, including but not limited to the insurance

provisions set forth herein. There shall be no automatic renewal of this Lease by operation of law after its expiration or termination.

18.

Alterations and Improvements; Lessor Responsibilities

18.1 Plans. Lessee has provided the preliminary plans for the Project to Lessor, as attached hereto as Exhibit D and incorporated herein by reference. Lessee shall continue to share designs, plans, schedule, construction drawings, and the like concerning the Project (collectively, the “Plans”) with Lessor, and shall make the same available at Lessor’s request with no unreasonable delay, prior to beginning construction or implementation of the Project. Lessor shall submit any feedback or concerns regarding the Plans within thirty (30) days of receipt of the same. Lessee shall obtain Lessor’s final approval of all Plans prior to commencement of construction of the Project. Following approval of the Plans, Lessee shall make only those alterations, improvements, or additions to the Leased Premises in compliance with the approved Plans and as necessary for the completion of the Project and in compliance with any additional agreements entered into between the Parties concerning the Project or Lessee’s operation, use, and/or maintenance of the Leased Premises. Lessee shall not make any alterations, improvements, or additions to the Leased Premises outside the scope of the Project without first obtaining the prior written consent of the Director of the Fulton County Department of Real Estate and Asset Management and the Director of Public Works, which consent shall not be unreasonably withheld, conditioned, or delayed. All erections, additions, fixtures and improvements, if permanent in character, made in or upon the Leased Premises either by Lessee or Lessor, shall remain upon the Leased Premises at the expiration or earlier termination of the Lease, and shall become Lessor’s property with no further action required by either Party, except as required by Section 11.5, above. Lessee covenants that all Plans shall comply with any statute, ordinance, rule or regulation of any applicable governmental agency, department or authority, whether Federal, State or local.

Upon completion of the Project, Lessee shall provide Lessor with notice of the same, and confirm that it has paid all debts, invoices, bills, and costs associated with the Project to protect Lessor from any liens. Lessee shall also provide any as-built drawings, building or site maps, or other documentation of the completed Project reasonably requested by Lessor.

18.2 Lessor Responsibilities. Lessor shall have no responsibility or obligation for any maintenance, repair, or replacement of the Leased Premises or any improvements constructed thereon, including the Project, except as otherwise expressly set forth in this Lease.

In connection with the Project, at any time and from time to time during the Term of this Lease, Lessor shall, upon the written request of Lessee and within the reasonable time frame set forth in such written request and at no cost to Lessor, execute and deliver such instruments as may be reasonably appropriate or necessary for (a) the grant or dedication of any easement, right of way or other property right to any public entity, public utility or service corporation or for the development of the Project, so long as such grant or dedication does not impair the value of the Lessor’s fee interest in the real property underlying the Leased Premises and is necessary and directly tied to the development of the Project, or (b) the application to any governmental authority for, or the obtaining of, approvals, consents, general plan amendments, environmental impact reports, specific plans, zoning changes, conditional uses, variances, in each instance for the purpose of permitting Lessee to develop the Project on the Leased Premises, or make any approved alteration or addition to the Project.

19.
Solicitation of Agreement

Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has employed or retained any company or person to act as a real estate broker in the soliciting or securing of this Lease; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Lease.

20.
Future Financing

Lessee represents and warrants to Lessor that it will finance the Project through bond financing. In the event Lessee desires to obtain financing from a third-party lender, the Parties agree to negotiate in good faith an amendment to this Lease accounting for any additional terms, conditions, covenants, duties, obligations, and rights relating to such financing.

21.
Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid to the following addresses:

To Lessor:

Department of Real Estate and Asset Management
141 Pryor Street, SW
Atlanta, Georgia 30303
Attention: Director

with copies to:

Office of the County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000

Office of the County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, GA 30303
(404) 612-0246
Attention: Attorney for DREAM

To Lessee:

Legal Department
City of Roswell, Georgia
38 Hill St. Suite 101
Roswell, Georgia 30075_
Attention:

City of Roswell City Administrator
38 Hill Street
Roswell, Georgia 30075

22.
Authority

Lessor and Lessee represent that each party is fully authorized and empowered to enter into this Lease, and that, if required and as necessary, any resolution, motion or similar action has been

duly adopted or passed as an official act of Lessor's and Lessee's governing body both authorizing the execution of this Lease by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph herein to act in connection with the understandings and assurances contained in this Lease and to provide information from time to time as may be required or requested by Lessor.

23.

Conditions as to Effect of Agreement

The Parties agree that this Lease shall not become binding on Lessor, and Lessor shall incur no liability upon the same, until such Lease has been executed by the Chairman of the Fulton Board of Commissioners, officially sealed by the Clerk to the Commission, approved as to form by the County Attorney or his/her designee and delivered to Lessee.

24.

Environmental Compliance; Hazardous Substances

Lessee and Lessor warrant and agree that, during the Term of the Lease and at its expense, Lessee and/or Lessor, only to the extent Lessor's operation caused such action, shall comply with all laws and regulations (collectively, "Environmental Laws") relating to:

- (a) the environment, human health, or natural resources;
- (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Substances (as defined below);
- (c) relating to the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Substances or the remediation of an environmental condition necessary to comply with any Environmental Laws ("Remedial Action"); and
- (d) requiring notification or disclosure of the existence of any environmental conditions or Hazardous Substances on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

Such compliance shall include Lessee's obligation to take Remedial Action when required by any Environmental Law and to pay all fines, penalties, interest, or other costs imposed by any governmental authorities in connection with any violation or requirement of any Environmental Law. Lessee acknowledges that it shall be responsible for any Remedial Action required by actions or omissions of Lessee while Lessee occupied the Leased Premises pursuant to the IGA, or during the period of time between the expiration of the IGA and the commencement of this Lease.

During the planning and construction of the Project, Lessee shall also be responsible for the remediation, removal, encapsulation, investigation, clean up, prevention, or mitigation of any Hazardous Substances discovered or released on the Leased Premises caused by the action of Lessee. In the event such Hazardous Substances are discovered or released on the Leased Premises by Lessee, Lessee shall propose a Remedial Action plan and timeline for Lessor's review and approval, and will confirm in writing when such Remedial Action has been completed and no further remediation is required.

Lessee agrees that Lessee, its agents, servants, employees, licenses and contractors shall not use, manufacture, store or dispose of any Hazardous Substances on under or above the Leased Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products

(aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Leased Premises for construction purposes.

For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the "EPA") or the Georgia Department of Natural Resources, Environmental Protection Division or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, or oil and petroleum constituents, any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances, or substances which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

25.

Miscellaneous

25.1 Amendments, Modification. This Lease may only be amended with approval of the governing body of each Party, and a writing signed by each's authorized representative.

25.2 Governing Law. This Lease will be interpreted under and governed by the laws of the State of Georgia without regard to its principles of choice of law or conflicts of law.

25.3 Entire Agreement. This Lease contains the entire and integrated agreement of the Parties regarding the lease of the Leased Premises and may be amended only by written instrument which is approved by both Parties to this Lease. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

25.4 No Waiver. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

25.5 Counterparts. This Lease may be executed in any number of counterparts each of which when so executed shall constitute in the aggregate but one and the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

LESSOR:

FULTON COUNTY, GEORGIA,
a political subdivision of the State of Georgia

ATTEST:



Tonya R. Grier
Tonya R. Grier, Clerk to the Commission

Robert L. Pitts
Robert L. Pitts, Chairman

APPROVED AS TO FORM:

Y. Soo Jo
Y. Soo Jo, County Attorney

[Signatures continue on following page]

ITEM # 25-0953 SRM 12/17/25
SECOND REGULAR MEETING

CITY OF ROSWELL, GEORGIA,
a municipal corporation of the State of Georgia

ATTEST:

Nancy Saviano Long
Name: Nancy Saviano Long
Title: City Clerk

Kurt M. Wilson
Name: Kurt M. Wilson
Title: Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

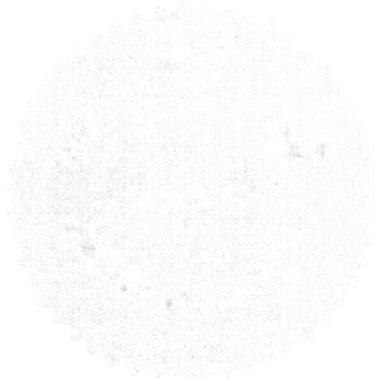
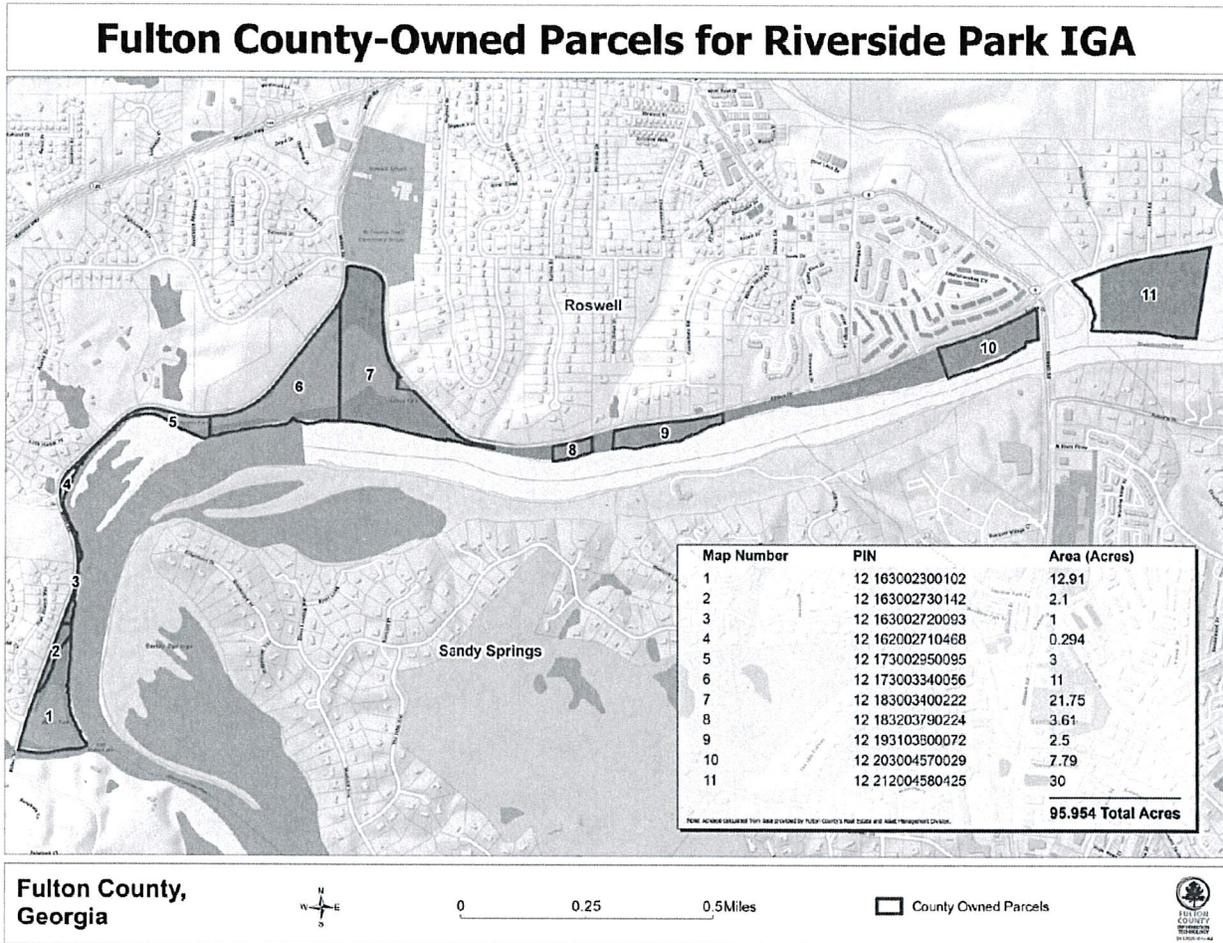


Exhibit A

The Leased Premises



ALSO DESCRIBED AS:

1. The real property and facilities existing on those parcels of land containing 80.95 acres, more or less, as shown on the Bates-Long & Associates plat (Exhibit "A" to the Original Intergovernmental Contract); and
2. The real property described in that certain warranty deed identified on 244713, Deed Book 6187, page 206-208, filed and recorded in Fulton County Records December 16, 1974 and that certain warranty deed identified on 243574, Deed Book 6133, Page 17-18, filed and recorded in Fulton County Records September 6, 1974 (Exhibit "B1" of this Amended Intergovernmental Contract); and
3. The real property described in that certain warranty deed filed and recorded in Fulton County Records October 11, 1982, Deed Book 8258,

4. Page 270 (Exhibit "B2" of this Amended Intergovernmental Contract); and The real property described in that certain warranty and quitclaim deeds identified on 2431118, Deed Book 6124, page 291-292 and that Witness Affidavit identified on 241120, Book 6124, Page 293, all filed and recorded in Fulton County Records August 23, 1974 (Exhibit "B3" to this Intergovernmental Amended Contract); and
5. The real property described in that certain quitclaim deed filed and recorded December 28, 1979 in Fulton County Records Deed Book 7445, Page 249 (Exhibit "B4" to this Amended Intergovernmental Contract); and
6. All rights of Fulton County to the portion of the real property described in that certain deed from the Georgia Power Company to Fulton County, Georgia, identified on 2398813, Deed Book 5987, Page 355-361, filed and recorded in Fulton County Records February 4, 1974 as follows:

All that tract or parcel of land lying and being in the 1st, 6th, and 17th Districts of Fulton County, Georgia, and being more particularly described as follows: BEGINNING at a point on the 868-foot contour line (said contour being the line of demarcation designating a distance above mean sea level of 855.61 feet according to the United States Geodetic Survey datum) where said 868-foot contour line intersects the dividing line between Cobb and Fulton Counties; said point being in the center of Willeo Creek; running thence in a Southeasterly direction along the meanderings of said 868-foot contour line in Land Lots 205, 232, 231, 272, 273, 230, 271, 295, 296, 333, 334, 341, 342, 340, 379, 380, 418, 419, 420, 421, 422, 456, 457, 458, 494, 495, 496, 497, 530, and 531, in the 1st District, 2nd Section of Fulton County, Georgia; continuing thence along said contour line in said district and section of said county in an unnumbered fractional land lot and in Land Lots 532, 533, 571, and 572 of said district and section of said county to a point in Land Lot 572 where said 868-foot contour line crosses the Chattahoochee River; continuing thence... to the centerline of said River thence in a southerly direction along the center line of said River to the point where the center line of the River intersects the center line of Willeo Creek. Thence Northwesterly along the meanderings of the center line of Willeo Creek to the POINT OF BEGINNING.

ALSO, a small strip of land lying and being in Land Lots 420 and 457 of the 1st District, 2nd Section, of Fulton County, Georgia, and being located on the Northerly side of the 868-foot contour line and Southerly side of Azalea Drive. Said strip extending in a Westerly direction from the Westerly right-of-way of Roswell Road (U.S. Highway No. 19 and Georgia Highway No. 9, to a point in Land Lot 420 of said district and section of said county 510 feet, more or less, as measured in a Westerly direction along said 868-foot contour line from the dividing line between Land Lot 420 and 457. EXCEPTING a certain triangular tract of land lying and being in Land Lots 340 and 341 of the 1st District, 2nd Section, of Fulton County, Georgia, heretofore deeded by that xxxxx herein

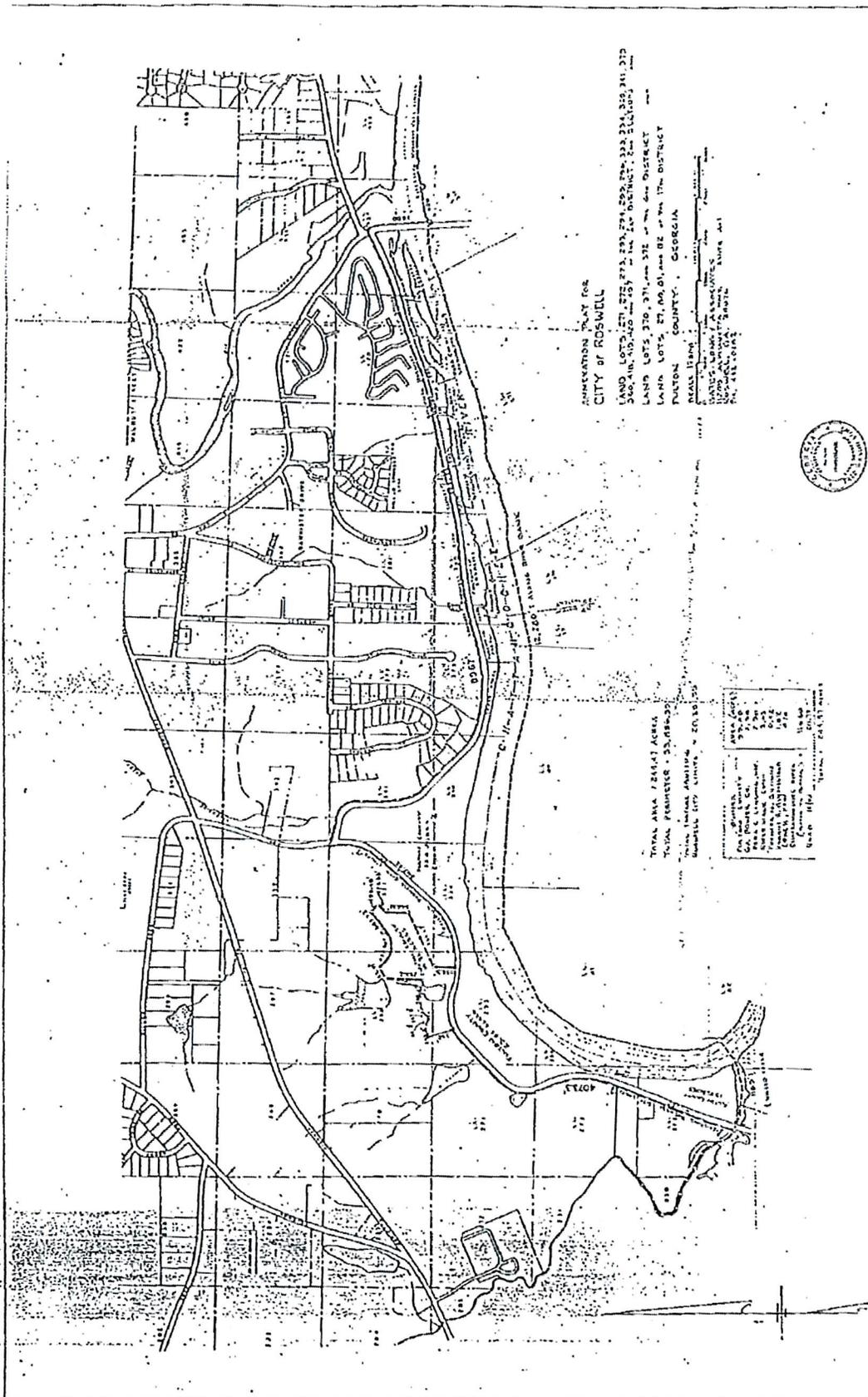
to Fulton County by conveyance this April 24, 1967.
(Exhibit "B5" to this Amended Intergovernmental Contract); and

7. All rights of Fulton County to the portion of the real property (EXCEPT AND EXCLUDING THAT PORTION OF THE PROPERTY CONTAINING AND UTILIZED BY THE RIVERSIDE PUMP STATION) described in that certain survey made by Jack Dugger, Ga. RLS #2002 on 8-26-1997 and revised 7-23-99 to change the point of beginning, including that northwestern corner portion of the Site Plan prepared on May 25, 1999 by Jordan, Jones & Goulding (Exhibit "B6" of this Amended Intergovernmental Contract); and

with all of the foregoing hereinafter defined as the "Leased Premises".

With all exhibits referenced in the above description of the Leased Premises included on the following pages.

Exhibit "A" to the Original Intergovernmental Contract:



Exhibits “B1” through Exhibit “B6” to the Amended Intergovernmental Contract

[See Attached]

C O R R E C T I V E
W A R R A N T Y D E E D

2447013
STATE OF GEORGIA
COUNTY OF FULTON

EXHIBIT "B1"

THIS INDENTURE, made this 3RD day of DECEMBER,
in the Year of Our Lord One Thousand Nine Hundred and Seventy-four
between WILLEO CREEK ASSOCIATES, a Limited Partnership of Fulton
County, Georgia, of the first part, and FULTON COUNTY, a Political
Subdivision of the State of Georgia, of the second part,

WITNESSETH: That the said party of the first part, for
and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER
VALUABLE CONSIDERATION in hand paid at and before the sealing and
delivery of these presents, the receipt of which is hereby
acknowledged, has granted, bargained, sold and conveyed, and by
these presents does grant, bargain, sell and convey unto the said
party of the second part, its successors and assigns, all that
tract and parcel of land lying and being in

Land Lots 273 and 293 of the 1st District, 2nd
Section, Fulton County, Georgia, and being more
particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at an iron
pin located at the intersection of Land Lots 230,
231, 272 and 273 of the 1st District, 2nd Section,
Fulton County, Georgia; thence North 89 degrees
43 minutes East 187.5 feet to an iron pin located
on the easterly bank of Willeo Creek; thence South
84 Degrees 34 minutes East 947.1 feet to an iron
pin located on the westerly boundary of Willeo Road;
thence continuing along the above course an addi-
tional 62.0 feet to an iron pin on the easterly
boundary of Willeo Road and the POINT OF BEGINNING,
as shown on a survey for Keever & Woods by J. S. Ross
& Associates dated January 31, 1974, recorded in
Plat Book 105, Page 44, Fulton County records; thence
south 85 degrees 19 minutes 30 seconds east, 85.00
feet, more or less, to a point located on Contour C,
which contour line is 855.61 feet above Mean Datum
Sea Level according to the United States Coastal and
Geodetic Survey data; thence southerly and south-
westerly 1060 feet, more or less, along said contour
line to its intersection with the eastern boundary
of Willeo Road (said contour line being traversed by
the following courses and distances: TO FIND THE
POINT OF BEGINNING of this traverse, begin at the
original POINT OF BEGINNING specified above; thence
south 85 degrees 19 minutes 30 seconds east,

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, DEC 16 1974 at 4:25 P.M.

Barbara J. Lince CLERK

BOOK 6187 PAGE 206

2447013

91.51 feet to an iron pin and the TRUE POINT OF BEGINNING for this Traverse; thence south 27 degrees 32 minutes 30 seconds east, 76.20 feet to a point; thence south 13 degrees 12 minutes west, 137.69 feet to a point; thence south 33 degrees 18 minutes west, 214.83 feet to a point; thence south 30 degrees 41 minutes 30 seconds west, 209.19 feet to a point; thence south 18 degrees 33 minutes west, 193.60 feet to a point; thence south 41 degrees 01 minutes 30 seconds west, 108.72 feet to a point; thence south 50 degrees 09 minutes west, 65.05 feet to a point located on the eastern right-of-way of Willeo Road, all according to the below described survey); thence north 19 degrees 38 minutes 30 seconds east along the eastern right-of-way of Willeo Road, 929.90 feet to an iron pin and the POINT OF BEGINNING; said tract containing 2.1 acres, more or less, according to a plat of survey for Goodsell and Company by Watts & Browning, Engineers, dated December 8, 1971, revised December 16, 1971, and recorded in Plat Book 95, Page 95, Fulton County Records.

The purpose of this deed is to correct the property description contained in that warranty deed from Willeo Creek Associates, a Limited Partnership of Fulton County, to Fulton County, a Political Sub-division of the State of Georgia, dated September 5, 1974, recorded in Deed Book 6133, Page 17, Fulton County Records.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights and members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for itself, its general and limited partners, its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part, acting through all of its general and limited partners, has

hereunto set its hand and seal, the day and year above written.

WILLEO CREEK ASSOCIATES

BY:

H S Cochran (SEAL)
HIRAM S. COCHRAN, GENERAL PARTNER

Richard B. Goodsell (SEAL)
GOODSELL & COMPANY, GENERAL PARTNER

2447013

(CORP. SEAL)

ATTEST:

Edward H. Mack
SECRETARY, GOODSELL & COMPANY



(CORP. SEAL)

Richard B. Goodsell PRESIDENT (SEAL)
G.S.E. EQUITIES, INC., LIMITED
PARTNER

ATTEST:

Donald R. Starnes
SECRETARY, G.S.E. EQUITIES, INC.



Signed, sealed and delivered in the presence of:

Barbara H. Hoeler

Richard B. Goodsell
Notary Public
My Comm. Expires 12/31/78
My Comm. No. 1578



2433574
STATE OF GEORGIA
COUNTY OF FULTON

WARRANTY DEED

Fulton County, Georgia
Real Estate Transfer Tax

Paid \$ 63.00
Date Sept 6, 1974

Barbara J. Lince

Clerk of Superior Court
Barbara J. Lince

THIS INDENTURE, Made this 5th day of September,

in the Year of Our Lord One Thousand Nine Hundred and Seventy-four between WILLEO CREEK ASSOCIATES, a Limited Partnership of Fulton County, Georgia, of the first part, and FULTON COUNTY, a Political Subdivision of the State of Georgia, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all that tract and parcel of land lying and being in

Land Lots 273 and 293 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located on the eastern right-of-way of Willeo Road (60-foot right-of-way) at its point of intersection with the north line of said Land Lot 273; thence south 85 degrees 19 minutes 30 seconds east, along the north lines of said Land Lots 273 and 293, 85.00 feet, more or less, to a point located on Contour C, which contour line is 855.61 feet above Mean Datum Sea Level according to the United States Coastal and Geodetic Survey data; thence southerly and southwesterly 1060 feet, more or less, along said contour line to its intersection with the eastern boundary of Willeo Road (said contour line being traversed by the following courses and distances: TO FIND THE POINT OF BEGINNING of this traverse, begin at the original POINT OF BEGINNING specified above; thence south 85 degrees 19 minutes 30 seconds east, 91.51 feet to an iron pin and the TRUE POINT OF BEGINNING for this Traverse; thence south 27 degrees 32 minutes 30 seconds east 76.20 feet to a point; thence south 13 degrees 12 minutes west, 137.69 feet to a point; thence south 33 degrees 18 minutes west, 214.83 feet to a point; thence south 30 degrees 41 minutes 30 seconds west, 209.19 feet to a point; thence south 18 degrees 33 minutes west, 193.60 feet to a point; thence south 41 degrees 01 minutes 30 seconds west, 108.72 feet to a point; thence south 50 degrees 09 minutes west, 65.05 feet to a point located on the eastern right-of-way of Willeo Road, all according to the below described survey);

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, SEP 6 1974 at 4:51 P.M.

Barbara J. Lince
CLERK

2433574

thence north 19 degrees 38 minutes 30 seconds east along the eastern right-of-way of Willeo Road, 929.90 feet to an iron pin and the POINT OF BEGINNING; said tract containing 2.1 acres, more or less, according to a plat of survey for Goodsell and Company by Watts & Browning, Engineers, dated December 8, 1971, revised December 16, 1971, and recorded in Plat Book 95, Page 95, Fulton County Records.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights and members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for itself, its general and limited partners, its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part, acting through all of its general and limited partners, has hereunto set its hand and seal, the day and year above written.

WILLEO CREEK ASSOCIATES
BY: [Signature] (SEAL)
HIRAM S. COCHRAN, GENERAL PARTNER

[Signature] (SEAL)
RICHARD B. GOODSELL, PRESIDENT (SEAL)
GOODSELL & COMPANY, GENERAL PARTNER

CORP. SEAL

(CORP. SEAL)

ATTEST:
[Signature]
SECRETARY, GOODSELL & COMPANY

(CORP. SEAL)

CORP. SEAL

[Signature] (SEAL)
PRESIDENT (SEAL)
G.S.E. EQUITIES, INC., LIMITED PARTNER

CORP. SEAL

ATTEST:
[Signature]
SECRETARY, G.S.E. EQUITIES, INC.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

CORP. SEAL

N. P. SEAL

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, an officer duly authorized to administer oaths, the undersigned deponent, who after being duly sworn, deposes and says on oath, that deponent is the owner of certain real property, more particularly described in Schedule A attached hereto, which Schedule is by reference incorporated herein. Deponent gives this Affidavit for the purpose of inducing the sale and/or obtaining a loan on the above described property and further states as follows:

1. That there is no outstanding indebtedness for equipment, appliances, or other fixtures attached to said property.
2. That the lines and corners of said property are clearly marked and that there are no disputes concerning the location of the lines and corners and that the description contained in said Warranty Deed accurately describes the boundaries of the property.
3. That there are no pending suits or proceedings, judgments, bankruptcies, liens, executions, attachments, or Lis Pendens against said owner, or which impair or involve title to said land, either in the County where the land lies or any other County in the State of Georgia.
4. That there are no mortgages, security deeds, vendor's liens, or other liens or encumbrances of any kind or character now outstanding against said real estate except as may be specifically stated below.
5. That no improvements or repairs have been made on the above described property during the three (3) months immediately preceding this date and that there are no outstanding bills incurred for labor and materials used in making improvements or repairs on said premises or for services of architects, surveyors or engineers incurred in connection therewith, or if any such improvements or repairs have been made during the three (3) months immediately preceding this date, such improvements or repairs were made at Deponent's instance and the agreed price and reasonable value thereof have been, to Deponent's certain knowledge, paid except as may be specifically stated below.
6. That if this Affidavit is executed and sworn to by more than one person, the term "Deponent" used above shall refer to each of the undersigned. If the name of a corporation, trust, or other legal entity appears above the signature of the undersigned below, this Affidavit will refer to ownership and the status of the title of property as vested in such corporation, partnership or entity but is made on the personal and specific knowledge and oath of the undersigned Deponent.
7. That the following are the only liens and/or exceptions as before mentioned that could in any way affect the marketable title of the above described land:
 - (a) Ad valorem taxes subsequent to the year 1980.
8. That no action was ever commenced in any court by Southern Pavers, Inc. to enforce its claim of lien against Horace P. Holden dated August 6, 1976, in the amount of \$3,522.40, recorded in Deed Book 6529, page 139, Fulton County Records, and that said claim of lien is now dormant.

Sworn to and subscribed before me this
8th day of October, 1982
Wm. Boyd Lyons
Notary Public

Horace P. Holden
DEPONENT HORACE P. HOLDEN

DEPONENT

SCHEDULE A

All that tract or parcel of land lying and being in Land Lots 271 and 295 of the First District, Second Section of Fulton County, Georgia, and being that property described on a plat of survey by Dorsey R. Brumelow and Rodney H. Reese, dated April 8, 1981, and recorded in Plat Book 127, page 75, Fulton County Records.



STATE OF GEORGIA,

FULTON County.

THIS INDENTURE, made this 8th day of October

in the year of our Lord One Thousand Nine Hundred and Eighty-Two

Between HORACE P. HOLDEN

of the State of Georgia and County of Fulton of the first part

and FULTON COUNTY, a Political Subdivision of the State of Georgia

of the State of Georgia and County of Fulton of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of FIVE THOUSAND (\$5,000.00) DOLLARS

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors, and assigns, all that tract and parcel of land

lying and being in Land Lots 271 and 295 of the First District, Second Section of Fulton County, Georgia and being that property described on a plat of survey by Dorsey R. Brumbelow and Rodney H. Reese, dated April 8, 1981, and recorded in Plat Book 127, page 75, Fulton County Records.

This conveyance is subject to the retention of a right-of-way easement by the grantor over and upon the property herein conveyed for the purpose of loading, unloading and launching canoes as necessary in the normal exercise of his camp, school and club activities. This retention interest of grantor shall not be construed as a grant of any additional property rights to Mr. Holden by Fulton County, but shall only be a retention of any such rights-of-way he personally is entitled to. This easement shall be effective only during the normal operating hours of the Chattahoochee River Nature Center Park. The easement shall be strictly limited to such canoe activities and shall not allow the loading or unloading of motorized water vehicles or the placing of any signs or otherwise exercising dominion over the property conveyed herein.

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded, OCT 11 1982 at 3:59 Barbara J. Rice

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it the said party of the second part, its successors, and assigns forever, IN FEE SIMPLE.

And the said party of the first part, for himself, his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said party of the second part, its successors, and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, That the said party of the first part has hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of:

James A. Goldstein

Notary Public, Georgia, State at Large
My Commission Expires Oct. 12, 1982

Horace P. Holden (Seal)
HORACE P. HOLDEN (Seal)



WM. BOYD LYONS
ATTORNEY AT LAW, P. A.
.455 EAST PACES FERRY ROAD - SUITE 301
ATLANTA, GEORGIA 30305
404/237-0324

CERTIFICATE OF TITLE

Project Chattahoochee
River Park
Parcel No. Horace P.
Holden

This is to certify that we have made a careful examination of all conveyances and encumbrances correctly indexed as of record in the County in which the property described in SCHEDULE A attached hereto is located. From this examination, we are of the opinion that good and marketable title to said property is, as of the time of this report, vested in FULTON COUNTY, a Political Subdivision of the State of Georgia subject only to the objections set forth in SCHEDULE B attached.

WM. BOYD LYONS, P.A.
BY: Wm. Boyd Lyons

Time of Examination:
3:59 o'clock P.M.
October 11, 19 82.



SCHEDULE A

All that tract or parcel of land lying and being in Land Lots 271 and 295 of the First District, Second Section of Fulton County, Georgia, and being that property described on a plat of survey by Dorsey R. Brumbelow and Rodney H. Reese, dated April 8, 1981, and recorded in Plat Book 127, page 75, Fulton County Records.

SCHEDULE B

Project Chattahoochee River Park

Parcel No. Horace P. Holden

1. Any errors or omissions in the records or indexes of said records of the county where the property described in Schedule A is located.
2. Any easements, encroachments, measurements, party walls, or any other facts which a correct survey, view or visible inspection of the described property would disclose.
3. Any action by a municipal or governmental agency (heretofore or hereafter taken) for the purpose of regulating the use, occupancy or zoning of the described property, or of any building or structure thereon.
4. Violations of regulation Z of the Truth in Lending Act affecting marketability of title to the described property.
5. Rights of tenants in possession.
6. Liens for improvements or repairs, or materials used therein, made on the described property within 90 days preceding the date of this Certificate of Title.
7. Defects in title by reason of foreclosure under power of sale contained in a security deed after failure to adequately explain the provisions of the power of sale to the grantor therein.
8. Title to equipment, fixtures and appliances attached to the described property and encumbrances thereon.
9. All taxes subsequent to the year 1980.

LAW OFFICES
WM. BOYD LYONS
 PROFESSIONAL ASSOCIATION
 455 EAST PACES FERRY ROAD - SUITE 301
 ATLANTA, GEORGIA 30305
 404/237-0324

SALE CLOSING STATEMENT

SELLER: HORACE P. HOLDEN
 PURCHASER: FULTON COUNTY, a Political Subdivision of the State of Georgia
 PROPERTY: LAND LOTS 271 and 295, 1st District, 2nd Section, Fulton County, Georgia
 DATE: October 8, 1982

PURCHASE PRICE-----\$ 5,000.00
 Prorata Share 19____ taxes due Seller-----\$ _____

LESS:

Earnest money-----\$ _____
 Prorata share 19____ taxes due to Purchaser-----\$ _____
 Purchase money note and security deed from
 Purchaser to Seller-----\$ _____

OTHER:

TOTAL DEDUCTIONS-----\$ _____

*Balance due Seller-----\$ 5,000.00

TOTAL PURCHASE PRICE-----\$ 5,000.00

*BALANCE DUE SELLER DISBURSED AS FOLLOWS:

State transfer tax on warranty deed-----\$ _____
 Commission due -----\$ _____
 Payoff of judgment liens to Schwall & Huett, as attorneys-----\$ 5,000.00
 OTHER: for National Bank of Georgia, Davidson Road Associates, Ltd.,
 and United States Leasing Co.

Net due Seller-----\$ -0-

TOTAL BALANCE DUE SELLER-----\$ 5,000.00

PAID BY PURCHASER AT CLOSING:

Recording costs-----\$ _____
 Premium for owner's title insurance-----\$ _____
 Survey of captioned property-----\$ _____
 Attorney's fees for title examination, certification, preparation of
 closing documents and legal fee for closing-----\$ _____

OTHER:

*Balance due Seller-----\$ 5,000.00

TOTAL DUE FROM PURCHASER AT CLOSING-----\$ 5,000.00

This statement has been read, approved and accepted. Disbursement is authorized and undersigned acknowledge receipt of any monies due them and a signed copy hereof.

SELLER: Horace P. Holden
 HORACE P. HOLDEN
 BROKER: _____
 BY: _____
 BROKER: _____
 BY: _____

PURCHASER: FULTON COUNTY, a Political Subdivision
 of the State of Georgia
 BY: Wm. Boyd Lyons
 WM. BOYD LYONS
 BY: Wm. Boyd Lyons
 Wm. Boyd Lyons

Parcel 10

EXHIBIT "B3"

2431118

STATE OF GEORGIA, County of Fulton

This INDENTURE, Made this 22nd day of August in the Year of Our Lord One Thousand Nine Hundred and Seventy-four between

ERNEST E. COLEMAN

of the State of Georgia and County of Fulton of the first part, and FULTON COUNTY, a Political Subdivision of the State of Georgia of the State of Georgia and County of Fulton of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its heirs and assigns, all that tract or parcel of land lying and being in Land Lot 379 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the point where the east line of said Land Lot 379 intersects the northerly right of way of Azalea Drive; thence running South 0 degrees 29 minutes West along the said east land lot line 454.8 feet, more or less, to the center thread of the Chattahoochee River; thence running southwesterly along the center thread of said river 399.6 feet, more or less, to a point; thence running North 0 degrees 29 minutes East 433.3 feet, more or less, to a point on the northerly right of way of Azalea Drive; thence northeasterly along the northerly right of way of Azalea Drive, and following the curvature thereof 398.61 feet to the point of beginning; as shown on survey of said property dated August 22, 1973, prepared by Urban Engineers, Inc. for Fulton County, Georgia; EXCEPT that portion of said property lying within the right of way of Azalea Drive.

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded, Aug. 23, 74 at 1:51 P.M., Barbara J. Price CLERK

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

Susan Burgin
Notary Public, Georgia, State at Large
My Commission Expires June 30, 1976

Jim Boyd Lyons
M. P. SEAL

Ernest E. Coleman (Seal)
ERNEST E. COLEMAN

Fulton County, Georgia (Seal)
Real Estate Transfer Tax

Paid \$ 26.50 (Seal)
Date Aug-23, 1974

Barbara J. Price

Clerk of Superior Court

By [Signature]
Dep. Clerk

2431119

STATE OF GEORGIA, FULTON County.

THIS INDENTURE, made this 14th day of August in the year of our Lord One Thousand Nine Hundred and seventy-four

between WOODROW COLEMAN of the first part, of Georgia and FULTON COUNTY, a political subdivision of the State of the second part.

WITNESSETH: That the said part V of the first part for and in consideration of the sum of One Dollar and other valuable considerations Dollars, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and do es by these presents bargain, sell, remise, release, and forever quit-claim to the said part y of the second part, its heirs and assigns, all the right, title, interest, claim or demand which the said part y of the first part has or may have had in and to all that tract or parcel of

land lying and being in Land Lot 379 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the point where the east line of said Land Lot 379 intersects the northerly right of way of Azalea Drive; thence running south 0 degrees 29 minutes west along the said east land lot line 454.8 feet, more or less, to the center thread of the Chattahoochee River; thence running southwesterly along the center thread of said river 399.6 feet, more or less, to a point; thence running north 0 degrees 29 minutes east 433.3 feet, more or less, to a point on the northerly right of way of Azalea Drive; thence northeasterly along the northerly right of way of Azalea Drive, and following the curvature thereof 398.61 feet to the point of beginning; as shown on survey of said property dated August 22, 1973, prepared by Urban Engineers, Inc. for Fulton County, Georgia; EXCEPT that portion of said property lying within the right of way of Azalea Drive.

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded Aug 23, 1974 at 1:51 P.M.

Barbara J. Luce CLERK

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said part y of the second part, its heirs and assigns, so that neither the said part y of the first part nor his heirs, nor any other person or persons claiming under him shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered in presence of

Hayden P. Coleman
Neil Elvin Elton
N. P. SEAL

Woodrow Coleman (Seal)
WOODROW COLEMAN (Seal)
(Seal)
(Seal)

2431120

STATE OF GEORGIA

COUNTY OF FULTON

RE: Property of Ernest E. Coleman
Deed Book 5229, Page 291
Fulton County Records

The undersigned Deponent, being duly sworn, deposes and says on oath that he was personally acquainted with JESSIE ADAMS MacDOUGALD, deceased, over a period of 36 years; that Deponent is related to said decedent as a son; that said decedent died testate on July 29, 1957, a resident of Fulton County, Georgia; that said decedent's will has been probated in common form in the Office of the Ordinary of Fulton County, Georgia; that all debts of the estate including estate taxes, have been fully paid; and that said decedent was married one time to DANIEL MacDOUGALD, SR., who predeceased the said decedent.

Deponent further says on oath that the following are all the children ever born or adopted by said decedent, both of whom are over twenty-one (21) years of age and sui juris:

Daniel MacDougald, Jr. 3342 Paces Ferry Road, N.W.
Atlanta, Georgia 30327

Gilmer Adams MacDougald 16 Pelican Isle
Ft. Lauderdale, Florida

Deponent further says on oath that there are no children of the above children who died before the said decedent.

Deponent further says on oath that the living persons above named are all of the heirs at law of said decedent and are all of age and of sound mind.

Deponent's attention has been called to the fact that the within affidavit will be relied upon by prospective purchasers and/or lenders and by Lawyers Title Insurance Corporation in dealing with the heirs herein named.

Daniel MacDougald, Jr.
DEPONENT



Sworn to and subscribed before me

this 20th day of August
1974.

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded Aug. 23, 1974 at 1:57 P.M.

Neil Edwin Collins
NOTARY PUBLIC

Barbara J. Lince CLERK

Notary Public, Georgia, State at Large
My Commission Expires Nov. 19, 1977



INTER-OFFICE MEMORANDUM

To: Jim Kambourian, Planning Department,

Date 1-7-80

From: Winston E. Parker, Land Agent,

Subject: Chattahoochee River Park

Enclosed is copy of quit-claim deed dated December 21, 1979, covering two parcels of land conveyed to Fulton County by John Mann Bowen, as recorded in Deed Book 7445, Page 249, Fulton County Records.

The acceptance of this deed was approved by the Board of Commissioners at their meeting held December 19, 1979. As you recall, several days ago when you were in my office you and I and Griffin Patrick, Assistant County Attorney, confirmed that there was no particular problem with this deed. I simply submit same to you so you may identify this property on your overall park property.

In view of the above, I would request that you take whatever action is necessary to advise the Parks and Recreation Department accordingly.

WEP/cc

Attachment

CC: Jack Stephens

Dave Rogers

N & S Side of Azalea Drive

EXHIBIT "B4"

Lawyers Title Insurance Corporation

A Stock Company
Home Office - Richmond, Virginia

POLICY OF TITLE INSURANCE

AMOUNT
\$ 20,000.00

SCHEDULE A

NAME OF INSURED

DATE OF POLICY

September 11, 1972

JOHN MANN BOWEN

1. The estate or interest in the land described herein and which is covered by this policy is:

FEE SIMPLE

2. The estate or interest referred to herein is at Date of Policy vested in:

INSURED

3. The land referred to in this Policy is described as follows:

PARCEL ONE

All that tract or parcel of land lying and being in Land Lot 420 of the 1st District, 2nd Section of Fulton County (formerly Cobb County), Georgia, more particularly described as follows:

BEGINNING at a point on the north side of Azalia Drive (also known as River Road) where the north side of said road is intersected by the west line of Land Lot 420, and running thence northeasterly along the north side of Azalia Drive, 100 feet to an iron pin; thence northerly with an interior angle of 109 degrees from the last distance, 400 feet to an iron pin; thence southwesterly with an interior angle of 41 degrees from the last distance, 100 feet to an iron pin on the west line of Land Lot 420; thence south 1 degree 20 minutes east along said Land Lot line, 400 feet to the beginning point as shown by plat of J. B. Carey, C. E., dated October 14, 1959.

PARCEL TWO

All that tract or parcel of land lying and being in Land Lots 418 and 419 of the 1st District and 2nd Section of formerly Cobb County, now Fulton County, Georgia, and being more particularly described as follows:

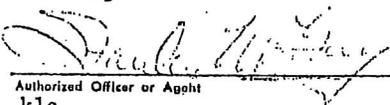
BEGINNING at the corner common to Land Lots 418, 419 and 420 and running thence north along the line dividing Land Lots 418 and 420, 235 feet to an iron pin; thence southwesterly 175 feet to an iron pin; thence southeasterly 265 feet, more or less, to the northerly side of the Chattahoochee River, thence northeasterly along the northerly side of the Chattahoochee River 135 feet to the east line of Land Lot 419; thence north along the east line of Land Lot 419, 45 feet, more or less, to the point of BEGINNING.

Being the same property conveyed by Warranty Deed from Mrs. Barbara T. Sellars and Mrs. Mary Ingram Thompson to John Mann Bowen dated September 7, 1972 filed for record

Countersigned:

"CONTINUED"

Issued at: Atlanta, Georgia 1-039,412-F


Authorized Officer or Agent
klc

Page 1—Sched. A—Policy No. **P 176270**
ORIGINAL

Lawyers Title Insurance Corporation

A Stock Company
Home Office - Richmond, Virginia

SCHEDULE A cont'd.

on September 8, 1972 and recorded in Deed Book 5651, page 340 in the Office of the Clerk of Superior Court of Fulton County, Georgia.

Schedule A Page 2 No. P 176270

Who In U.S.A.

ORIGINAL

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF FULTON

Fulton County, Georgia
Real Estate Transfer Tax
Paid \$ none
Date Dec 28 1979
BARBARA J. PRICE
Clerk, Superior Court
By: Bruce Carley
Deputy Clerk

THIS INDENTURE, made the 21st day of December one thousand nine hundred and sixty Seven-Nine, between

JOHN MANN BOWEN

of the County of Fulton, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

FULTON COUNTY, a political subdivision of Georgia

of the County of Fulton, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, 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 unto the said grantee GEORGIA, Fulton County, Clerk's Office Superior Court

PARCEL ONE Filed & Recorded, DEC 28 1979 at 10:40 Barbara J. Price Clerk

All that tract or parcel of land lying and being in Land Lot 420 of the 1st District, 2nd Section of Fulton County (formerly Cobb County), Georgia, more particularly described as follows:

BEGINNING at a point on the north side of Azalia Drive (also known as River Road) where the north side of said road is intersected by the west line of Land Lot 420, and running thence northeasterly along the north side of Azalia Drive, 100 feet to an iron pin; thence northerly with an interior angle of 109 degrees from the last distance, 400 feet to an iron pin; thence southwesterly with an interior angle of 41 degrees from the last distance, 100 feet to an iron pin on the west line of Land Lot 420; thence south 1 degree 20 minutes east along said Land Lot line, 400 feet to the beginning point as shown by plat of J. B. Carey, C. E., dated October 14, 1959.

PARCEL TWO

All that tract or parcel of land lying and being in Land Lots 418 and 419 of the 1st District and 2nd Section of formerly Cobb County, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the corner common to Land Lots 418, 419 and 420 and running thence north along the line dividing Land Lots 418 and 420, 235 feet to an iron pin; thence southwesterly 175 feet to an iron pin; thence southeasterly 265 feet, more or less, to the northerly side of the Chattahoochee River, thence northeasterly along the northerly side of the Chattahoochee River 135 feet to the east line of Land Lot 419; thence north along the east line of Land Lot 419, 45 feet, more or less, to the point of BEGINNING.

Being the same property conveyed by Warranty Deed from Mrs. Barbara T. Sellars and Mrs. Mary Ingram Thompson to John Mann Bowen dated September 7, 1972, filed for record on September 8, 1972 and recorded in Deed Book 5651, page 340 in the Office of the Clerk of the Superior Court of Fulton County, Georgia.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, 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:

John Mann Bowen (Seal)
Unofficial witness (Seal)

Notary Public, State of Georgia, State at Large, APPROVED AS TO FORM, BOOK 7445 PAGE 249

Notary Public, State of Georgia, State at Large, Nov. 15, 1983

THIS 27 DAY OF Dec 19 79 BY Griffin Petrucci

2398813
STATE OF GEORGIA)
COUNTY OF FULTON)

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, Feb. 4, 1974 at 11:06 A.M.

Barbara J. Luce CLERK

THIS AGREEMENT, entered into on this 6th day of
December, 1973, between GEORGIA POWER COMPANY, a Corporation with principal offices in Atlanta, Fulton County, Georgia, hereinafter referred to as the "Grantor", and FULTON COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as the "Grantee".

EXHIBIT "85"

W I T N E S S E T H :

In consideration of the public benefit through the development of the lands and interest therein more fully described as follows, and a dedication of property to enable the Grantee to perform its public service to the citizens hereof, the Grantor does hereby dedicate, deed, and convey unto the Grantee, its successors, and assigns, subject to the conditions and reservations as hereinafter set forth its interest in the following described property in Fulton County, Georgia:

All that tract or parcel of land lying and being in the 1st, 6th, and 17th Districts of Fulton County, Georgia, and being more particularly described as follows: BEGINNING at a point on the 868-foot contour line (said contour being the line of demarcation designating a distance above mean sea level of 855.61 feet according to the United States Geodetic Survey datum) where said 868-foot contour line intersects the dividing line between Cobb and Fulton Counties; said point being in the center of Willeo Creek; running thence in a Southeasterly direction along the meanderings of said 868-foot contour line in Land Lots 205, 232, 231, 272, 273, 230, 271, 295, 296, 333, 334, 341, 342, 340, 379, 380, 418, 419, 420, 421, 422, 456, 457, 458, 494, 495, 496, 497, 530, and 531, in the 1st District, 2nd Section of Fulton County, Georgia; continuing thence along said contour line in said district and section of said county in an unnumbered fractional land lot and in Land Lots 532, 533, 571, and 572 of said district and section of said county to a point in Land Lot 572 where said 868-foot contour line crosses the Chattahoochee River; continuing thence

EXHIBIT

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to the centerline of said River thence
in a southerly direction along the centerline of
said River to the point where the
centerline of
the River
intersects the
centerline of
Willeo Creek.

RAV: ~~thence~~ in a southerly direction along
the meanderings of the 868-foot contour line in
Land Lots 366, 365, 366, 367, 370, 371, and 372
of the 6th District of Fulton County, Georgia,
continuing thence in Land Lots 27, 28, 31, 32, 39,
78, 29, 77, and 83 of the 17th District of Fulton
County to a point in Land Lot 83 of said district
and county which is eight hundred feet
Northerly of, when measured at right angles to an
Easterly projection of the Northern-most portion
of the Morgan Falls Dam, thence South 65° 45'
West across the Morgan Falls Reservoir along a
line parallel with, Northerly of and eight hun-
dred (800) feet from the Northern-most portion of
the Morgan Falls Dam to the dividing line between
Cobb and Fulton Counties, said line also being
the center line of the Chattahoochee River, thence
Northerly along the said dividing line and fol-
lowing the meanderings thereof to a point where
the center line of Willeo Creek intersects the
aforesaid dividing line between Cobb and Fulton
Counties (being also the center line of the
Chattahoochee River), thence Northwesterly along
the meanderings of the center line of Willeo
Creek to the POINT OF BEGINNING.

ALSO, a small strip of land lying and being in
Land Lots 420 and 457 of the 1st District, 2nd
Section, of Fulton County, Georgia, and being
located on the Northerly side of the 868-foot
contour line and Southerly side of Azalea Drive.
Said strip extending in a Westerly direction from
the Westerly right-of-way of Roswell Road (U.S.
Highway No. 19 and Georgia Highway No. 9, to a
point in Land Lot 420 of said district and section
of said county 510 feet, more or less, as measured
in a Westerly direction along said 868-foot con-
tour line from the dividing line between Land Lot
420 and 457. EXCEPTING a certain triangular tract
of land lying and being in Land Lots 340 and 341
of the 1st District, 2nd Section, of Fulton
County, Georgia, heretofore deeded by the State of Georgia
herein to Fulton County by conveyance dated April
24, 1967.

Detailed descriptions of the properties hereby conveyed
may be found in the recorded instruments for such lands.

Grantee shall be vested with Grantor's interest in and
title to the above described property so long as the Grantee shall
utilize the conveyed premises for a public park and recreation area,
but, in the event Grantee shall not have commenced development of
the conveyed premises within two (2) years of the date first above

2398813

written, or in the event that after development as a public park and recreation area, the premises herein conveyed shall cease to be used as a public park and recreation area for a period of twenty-four (24) months, then, in either of those events, title to the conveyed premises shall automatically revert to the Grantor, its successors or assigns, without any action or declaration by either party.

The following are reservations of property rights and privileges by the Grantor, exceptions to the title conveyed, and restrictions and covenants which are intended to be binding and to run with the title to the land conveyed hereby so as to bind the Grantee, its successors, assigns, and future Grantees in favor of the Grantor, its successors and assigns:

1. The premises conveyed hereby shall be subject to the provisions, terms and conditions set forth in the Federal Power Commission License for the Morgan Falls Hydro-Electric Development (FPC Project No. 2237) as heretofore or as hereafter amended, and such orders, rules and regulations as the Federal Power Commission has issued or may issue as prescribed under the provisions of the Federal Power Act.
2. The premises conveyed hereby shall be subject to the provisions, terms and conditions set forth in that certain agreement relating to flow of water in the Chattahoochee River between the Grantor and the City of Atlanta, dated September 6, 1957.
3. Grantor reserves the right to use the premises conveyed hereby for "project purposes" under the aforesaid Project No. 2237 as dictated by the Federal Power Commission or as decided by the Grantor using its best discretion in good faith.
4. Grantor reserves the right, privilege, and easement to flood, inundate and back water continuously and intermittently over and upon any portion of the above described land now or hereinafter lying below the 868-foot contour line (said contour being the line of demarcation designating the distance above mean sea level as 855.61 according to the United States Geodetic Survey datum).

2398813

5. Grantor specifically reserves unto itself, its successors and assigns, all flowage easements heretofore acquired over and across lands adjacent to the above described property.

6. Grantor shall not be liable for any loss, injury, or damage to the above described land, or Grantee's other land, or any improvements or objects thereon, or subsequently placed thereon, occasioned in any manner by or as a result of, the operation of the Grantor's hydro-electric generating facilities, now or hereinafter erected and operated by the Grantor, at the Morgan Falls Hydro-Electric Site.

7. Grantee hereby agrees and covenants that it will not use and will prohibit its agents, employees and contractors from using any tools, equipment or machinery capable of being located or operated within eight (8) feet of the Grantor's overhead conductors. The attention of the Grantee is hereby specifically directed to the provisions of Georgia Laws 1960, Section 181 et seq. The Grantee further agrees and covenants to warn all persons whom it knows or should reasonably anticipate may resort for any reason to the vicinity of such conductors of the fact that such conductors are (a) electric conductors, (b) energized, (c) uninsulated and (d) dangerous. Grantee further agrees that the provisions as provided for herein shall be included in any contract entered into for the construction of its facilities and in failure thereof, the Grantee shall continue to be liable to the Grantor as provided for herein.

8. Grantee agrees and covenants that the conveyed premises shall be used and developed in such a manner as will not interfere with the proper operation and maintenance of the Grantor's Morgan Falls Hydro-Electric Project or any facilities thereof, and further that the rights conveyed herein shall in no way modify or restrict the Grantor's right to operate and maintain its said hydro-electric facilities, whether under normal, abnormal or emergency conditions, and that the level of the water of the Morgan Falls reservoir may vary from time to time.

9. This conveyance is made subject to all existing easements for electric lines, telephone lines, and all other existing easements or servitudes.

10. Grantee shall and does agree that the development, use and maintenance of the above described lands will be in such a manner as will not endanger health, create a nuisance or otherwise be incompatible with the over-all project recreational use and ensure that the environmental qualities, including scenic values, of the project area are not adversely affected. Without limiting the generality of

2398813

the foregoing, Grantee specifically agrees that it will permit no waste, sewage or garbage from the conveyed premises to enter the Chattahoochee River or the Morgan Falls Reservoir or its backwaters, and sanitary arrangements will comply with Federal, State and local health laws and regulations in effect now or at any time in the future. Grantee assumes and shall be fully responsible for the enforcement of the conditions of this paragraph.

11. Grantee agrees to develop the conveyed premises for public park and recreational purposes.

12. Grantee, its successors and assigns, shall not perform any work on the hereinabove described property which will reduce the capacity of the Grantor's hydro-electric reservoir and the Grantee shall prevent others from filling in said reservoir.

13. This instrument, and all of its terms, conditions, reservations, and restrictions shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, and legal representatives.

14. Grantor reserves unto itself, its successors or assigns, an easement over a portion of the above described lands for right-of-way with the right to, from time to time, construct, operate, maintain, and renew overhead and underground electric transmission, distribution and communication lines, with necessary or convenient towers, frames, poles, wires, manholes, conduits, fixtures and appliances, protective wires and devices, together with the right to cut away and keep clear, remove and dispose of, all trees and undergrowth and to remove all obstructions that may hereafter be placed thereon and to cut, remove and dispose of danger trees on lands adjacent thereto, which may hereafter injure or endanger said line or lines and the right to install, maintain and use anchor or guy wires on lands adjacent thereto in connection therewith upon or under a portion of the above described lands, said portion subject to said easement being described as follows:

STRIP NO. 1: A strip of land extending through Land Lot 83 of the 17th Land District of Fulton County, Georgia, and Land Lots 279 and 280 of the 1st Land District of Cobb County, Georgia, said strip is more fully described as follows: A strip of land 200 feet in width being 100 feet on each side of the following described survey line: BEGINNING on the 868 contour line located on the Easterly side of the Chattahoochee River at a point where the center line of Georgia

Power Company's existing transmission line (known as its Morgan Falls-Roswell Transmission Line) intersects the 868 contour line; extending thence North 70° 04' West 1000 feet, more or less, to the 868 contour line located on the westerly side of the Chattahoochee River where the hereinabove mentioned transmission line intersects said 868 contour line.

STRIP NO. 2: A strip of land extending through Land Lot 273 of the 1st District, 2nd Section, of Fulton County, Georgia, and Land Lot 274 of the 1st District of Cobb County, Georgia, said strip is more fully described as follows: A strip of land 200 feet in width being 100 feet on each side of the following described survey line: BEGINNING on the 868 contour line located on the southerly side of Willeo Creek at a point where the center line of Georgia Power Company's existing transmission line (known as its Morgan Falls-Roswell Transmission Line) intersects the 868 contour line; extending thence North 10° 15' West 650 feet, more or less, to the 868 contour line located on the northerly side of Willeo Creek where the hereinabove mentioned transmission line intersects said 868 contour line.

Said strips are shown on the plat attached hereto and also are shown on map file C-40 on file in the Grantor's principal office.

The Grantee may use the land reserved as Strip No. 1 and Strip No. 2 for park and recreational purposes where same are not inconsistent with the rights hereby reserved, provided such use shall not injure or interfere with the proper operation, maintenance, or repair of, or extensions or additions to, the said line or lines, or create a safety hazard; and provided further, that no buildings or structures other than fences may be erected upon the said above reserved easement.

The above described property is subject to all existing leases between the Grantor herein and various lessees.

TO HAVE AND TO HOLD, subject to the covenants, restrictions, exceptions and reservations hereinabove, the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefits and behoof of the

2398813

said Grantee, its successors and assigns forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor, but not against the claims of any other person or persons or corporations.

IN WITNESS WHEREOF, the Grantor, by its duly authorized officers, has signed and sealed this deed, the date above written.

2398813

Signed, sealed and delivered in the presence of:

Carole N. Harrison
Witness

Frank Coffey
Notary Public
Notary Public, Georgia, State of 1976
By Commission Expires Feb. 1, 1978



GEORGIA POWER COMPANY
BY: Carole McCarty
Vice-President & Executive Counsel

ATTEST: Mitchell
Secretary



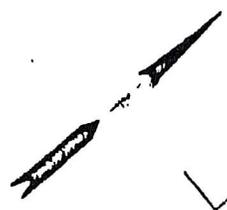
Approved:

Guggin Patricia J.
Assistant County Attorney

1st 1987

208513

1st DISTRICT COBB COUNTY GA



208

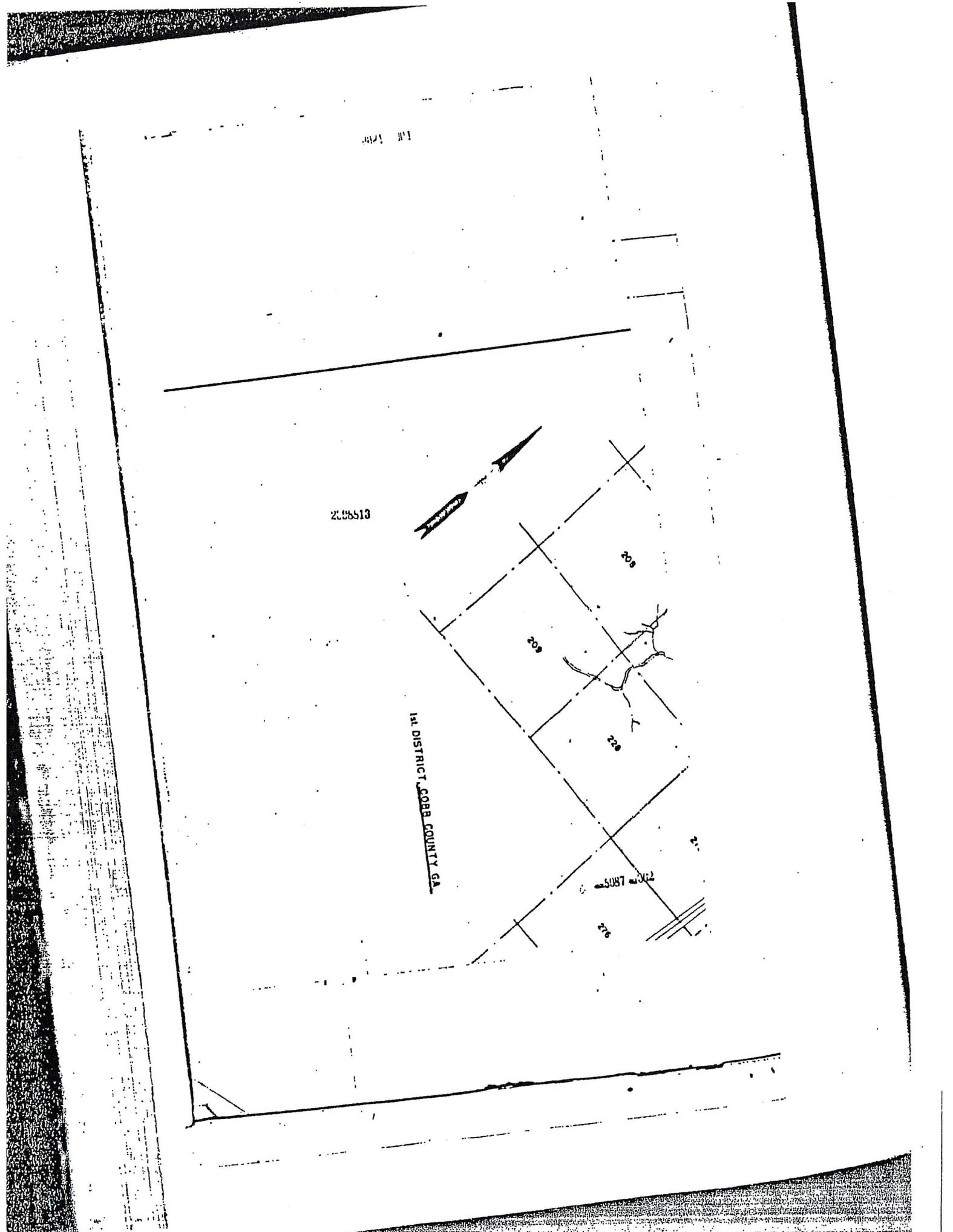
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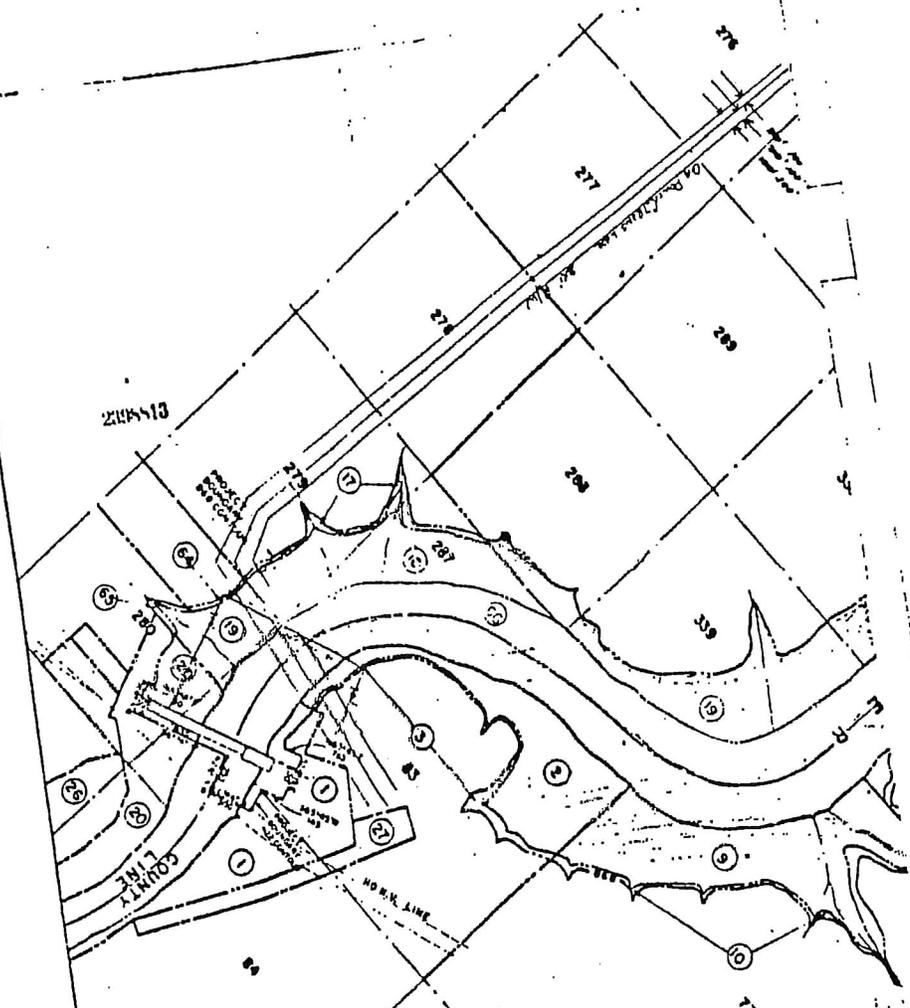
228

2087 2062

272

211



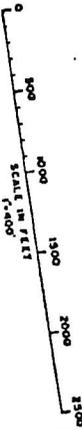


PROPERTY LINE
 Land Lot Line
 Power Transmission Line
 HOEK-COUNTY LINE

NOTE: 82800 PLANT DATUM - 8250 U.S.C. 853 DATUM
 ELEVATIONS SHOWN ARE PLANT DATUM

This drawing is a part of the application for
 license made by the undersigned this 23rd
 day of September, 1981, to the
 GEORGIA POWER COMPANY
 5728 Ave. of NEVIL
 ATLANTA, GEORGIA

By *[Signature]*
 President

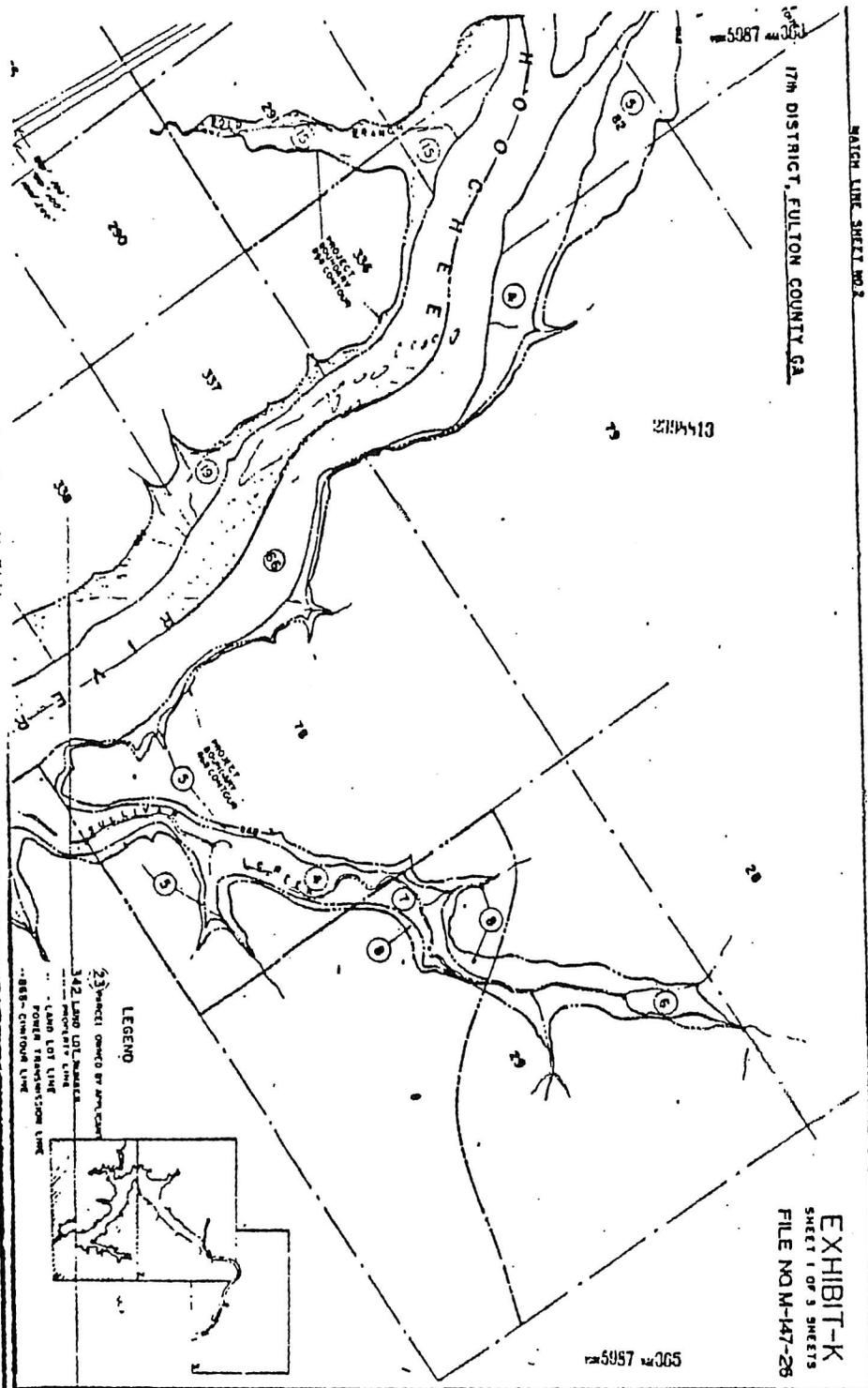


GEORGIA POWER COMPANY			
ATLANTA, GEORGIA			
MORGAN FALLS PROJECT			
PROPERTY DETAIL MAP			
Scale	Sheet No.	Drawn by	Approved by
1"=100'	101137	[Signature]	[Signature]
M-1457 11-201-H-13, SR. 1 ATLANTA, GA			

100-5987-30-1

17th DISTRICT, FULTON COUNTY, GA

MATCH LINE SHEET NO. 2



59510

5957 065

EXHIBIT-K
SHEET 1 OF 3 SHEETS
FILE NO. M-147-26

LEGEND

--- LAND OWNED BY APPLICANT

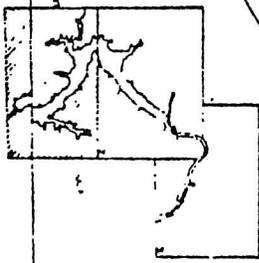
--- LAND LOT NUMBER

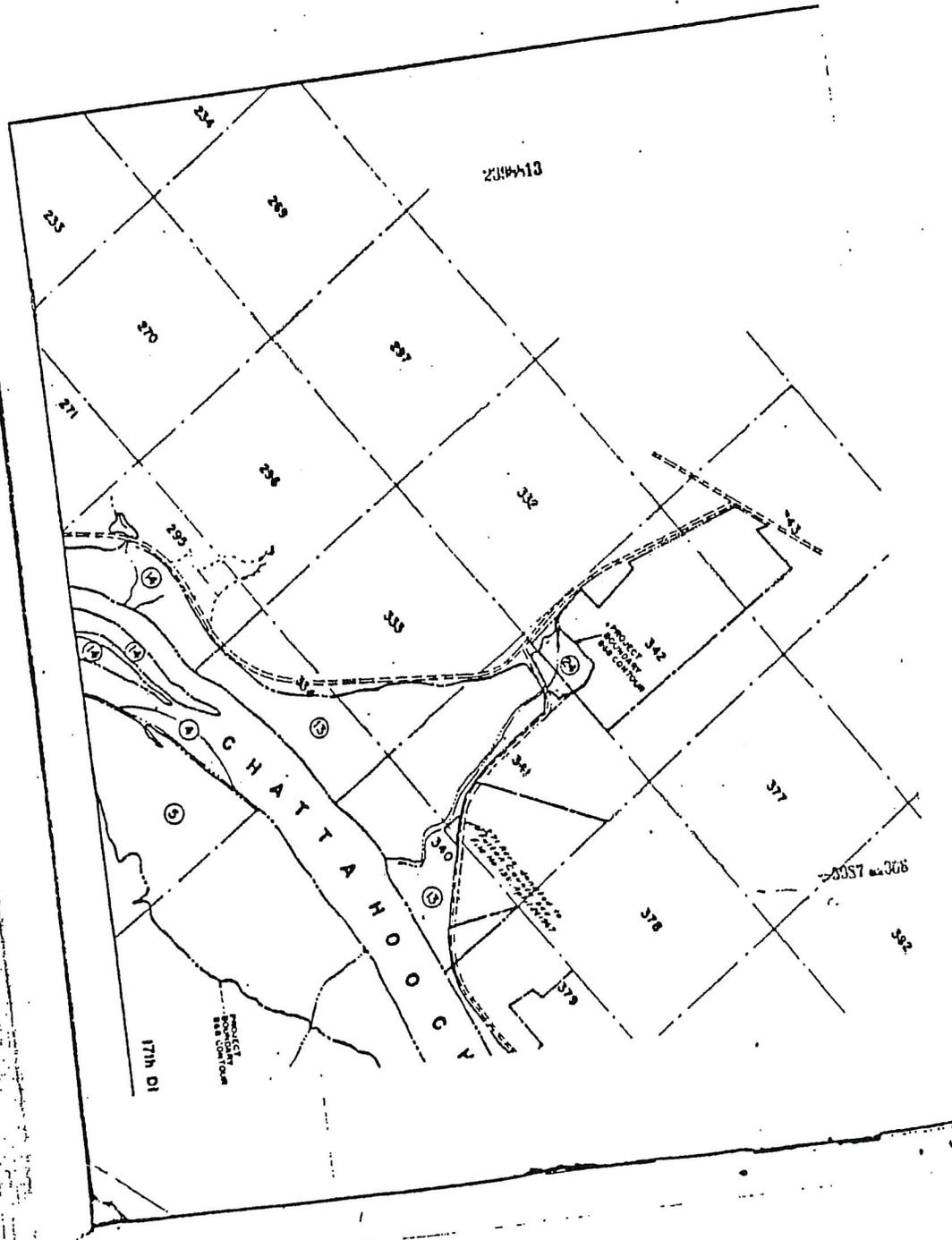
--- PROPERTY LINE

--- LAND LOT LINE

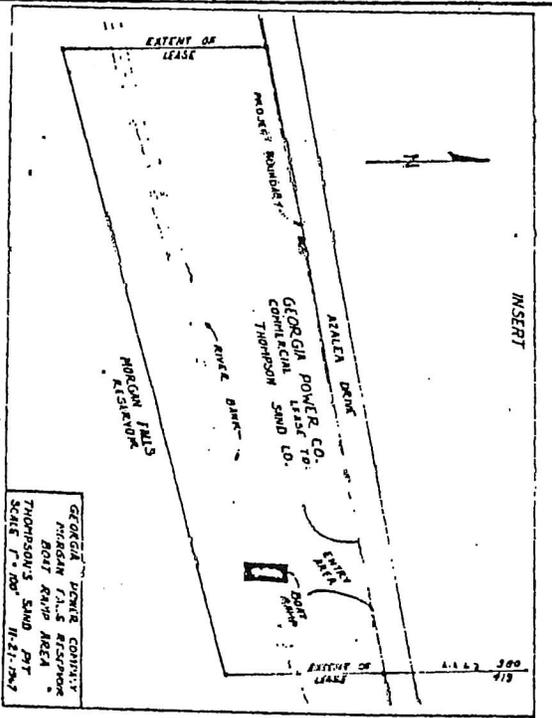
--- POWER TRANSMISSION LINE

--- 885 - CROWN LINE



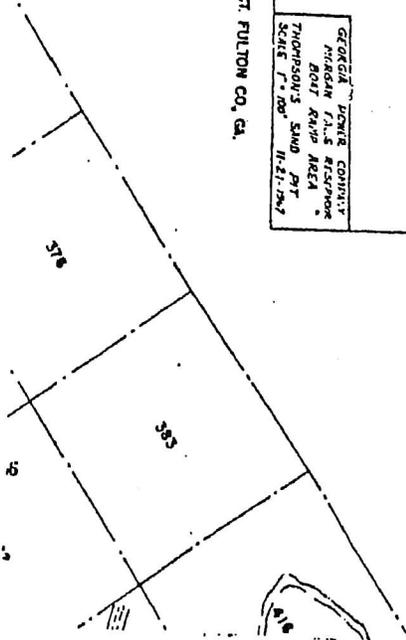


2105413



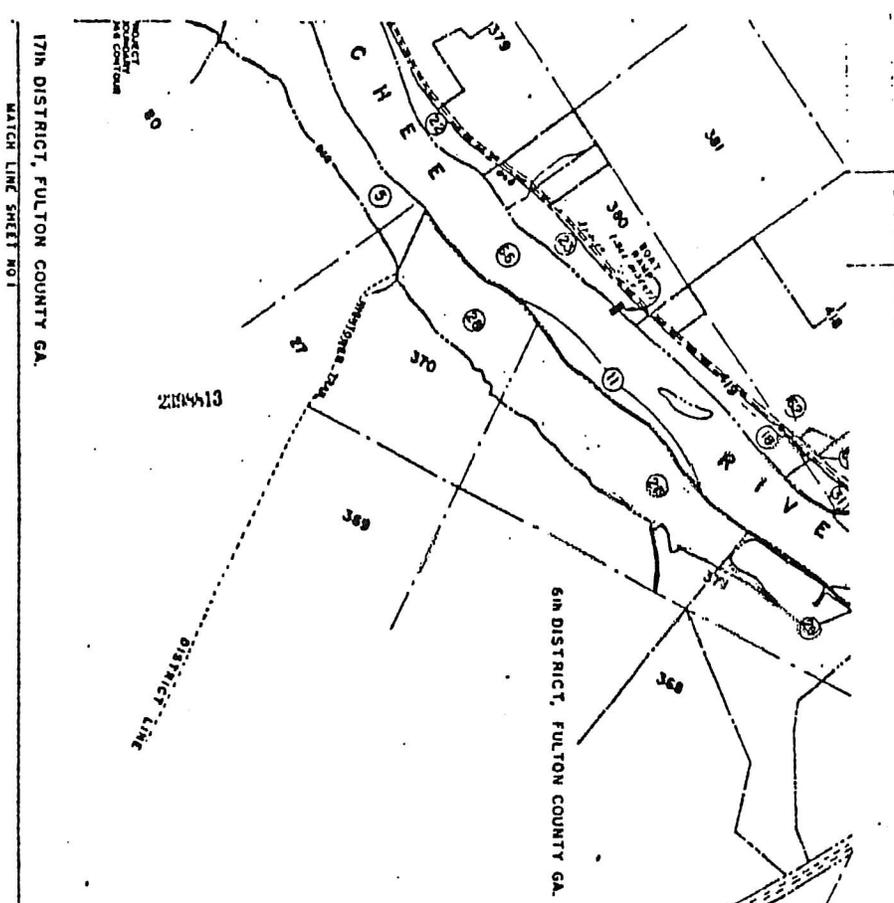
1st DIST 2nd SECT FULTON CO, GA.

GEORGIA POWER COMPANY
COMMERCIAL SAND LO.
THOMPSON'S SAND PIT
SCALE 1" = 100'



5987-4067

MATCH LINE SHEET NO 1

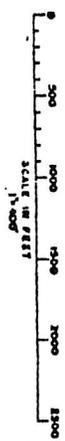


Revised on 1-3-25 61. Approved by State Engineer, T. E. Lee, Atlanta, Ga. 104

NOTE:
 1950 PLANT DATUM - 885.50 USC & S.S. PARTIAL
 ELEVATIONS SHOWN ARE PLANT DATUM
 885.50

This drawing is a part of the application for
 license made by the undersigned this 23rd
 day of JANUARY, 1951 as revised by
 27th day of SEPT, 1951.
 GEORGIA POWER COMPANY

By *[Signature]*
 President



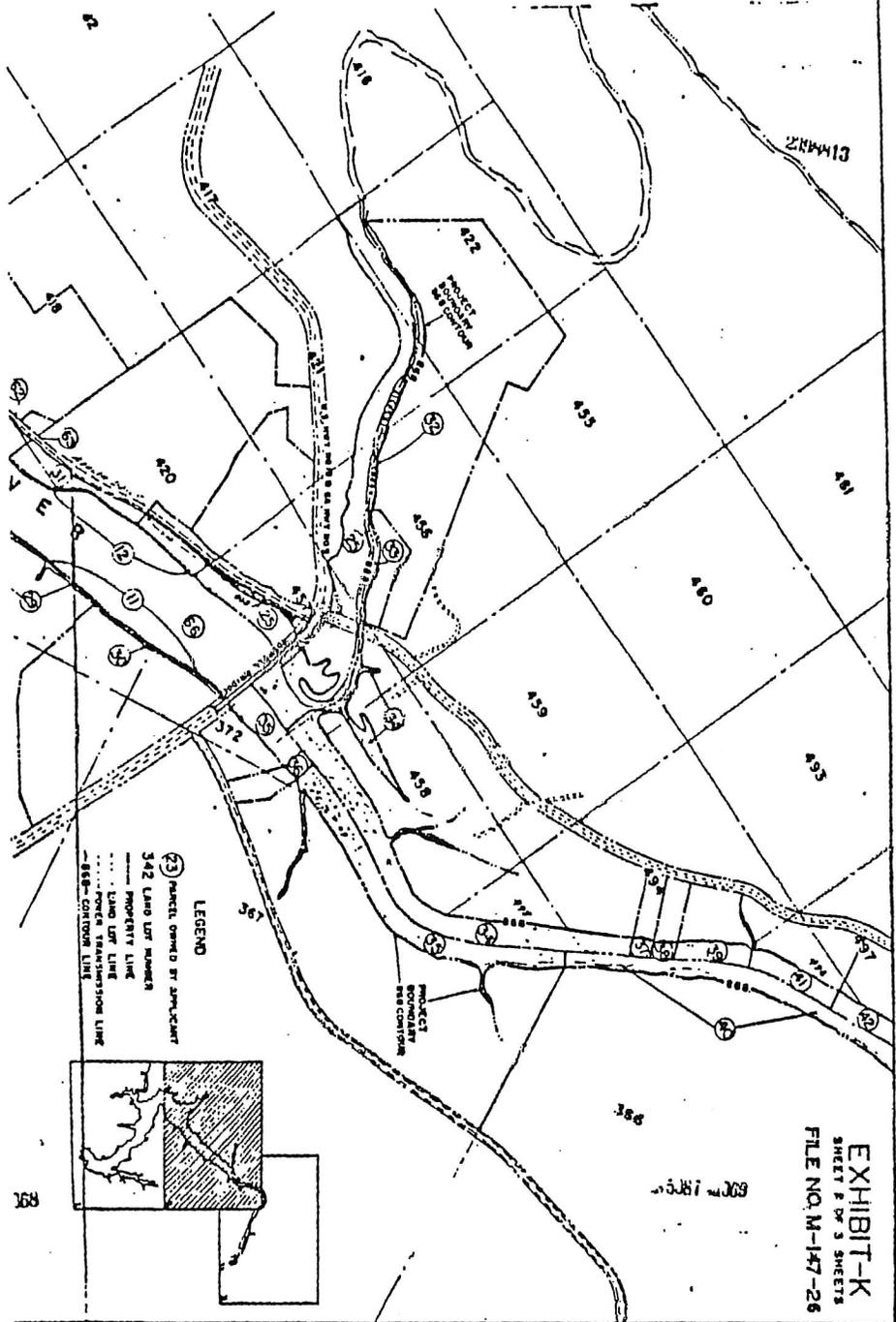
GEORGIA POWER COMPANY
 ATLANTA, GEORGIA

MORGAN FALLS PROJECT
 PROPERTY DETAIL MAP

SCALE	DATE	DRAWN BY	APPROVED BY
1" = 400'	JULY, 1951	R. W. W.	<i>[Signature]</i>

11-201 H-13, SH. 2

17TH DISTRICT, FULTON COUNTY GA.
 MATCH LINE SHEET NO. 1



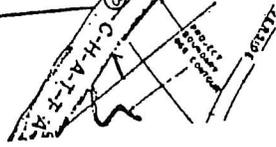
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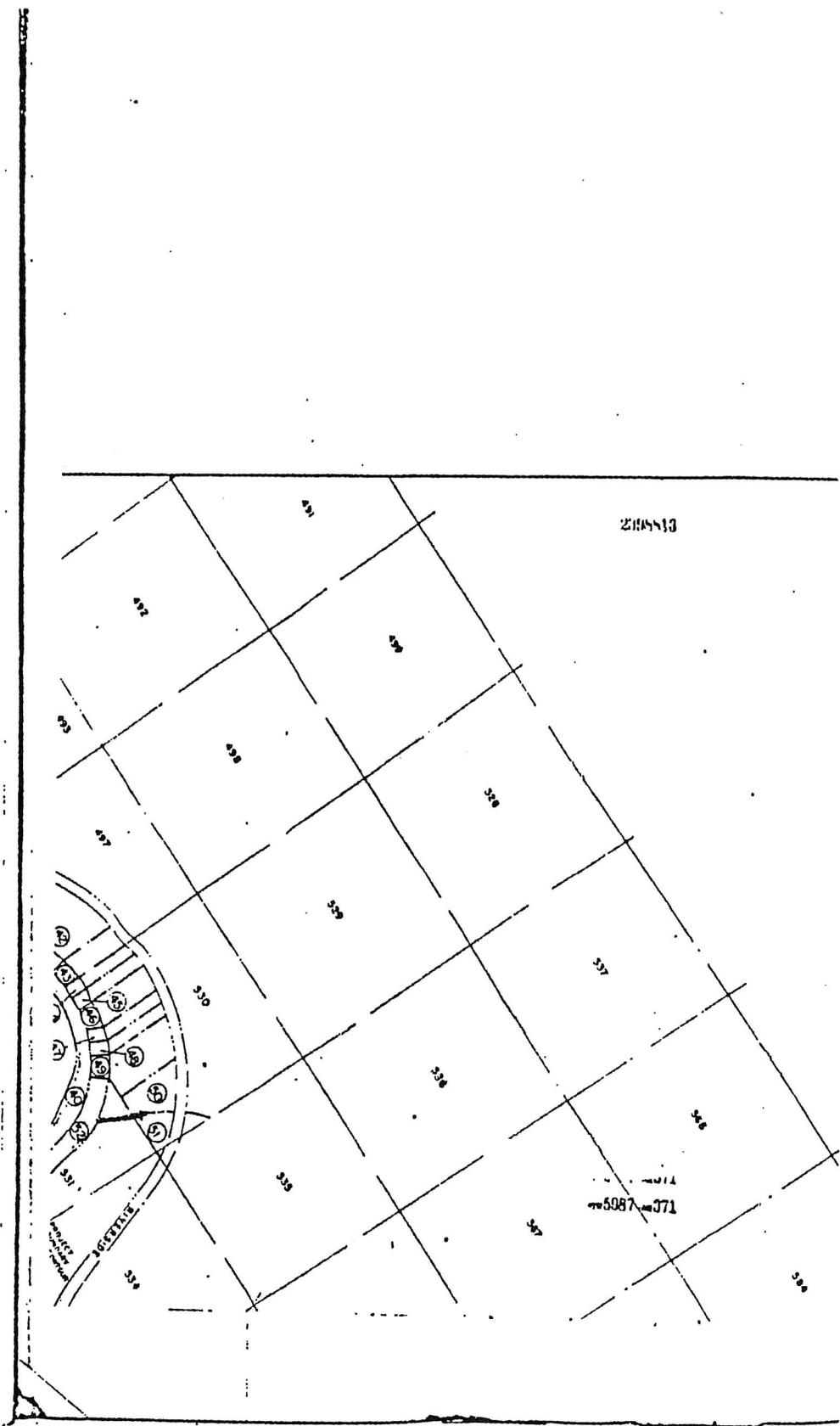
MATCH LINE SHEET NO 2

BUST 1170

MATCH LINE SHEET NO 2

388

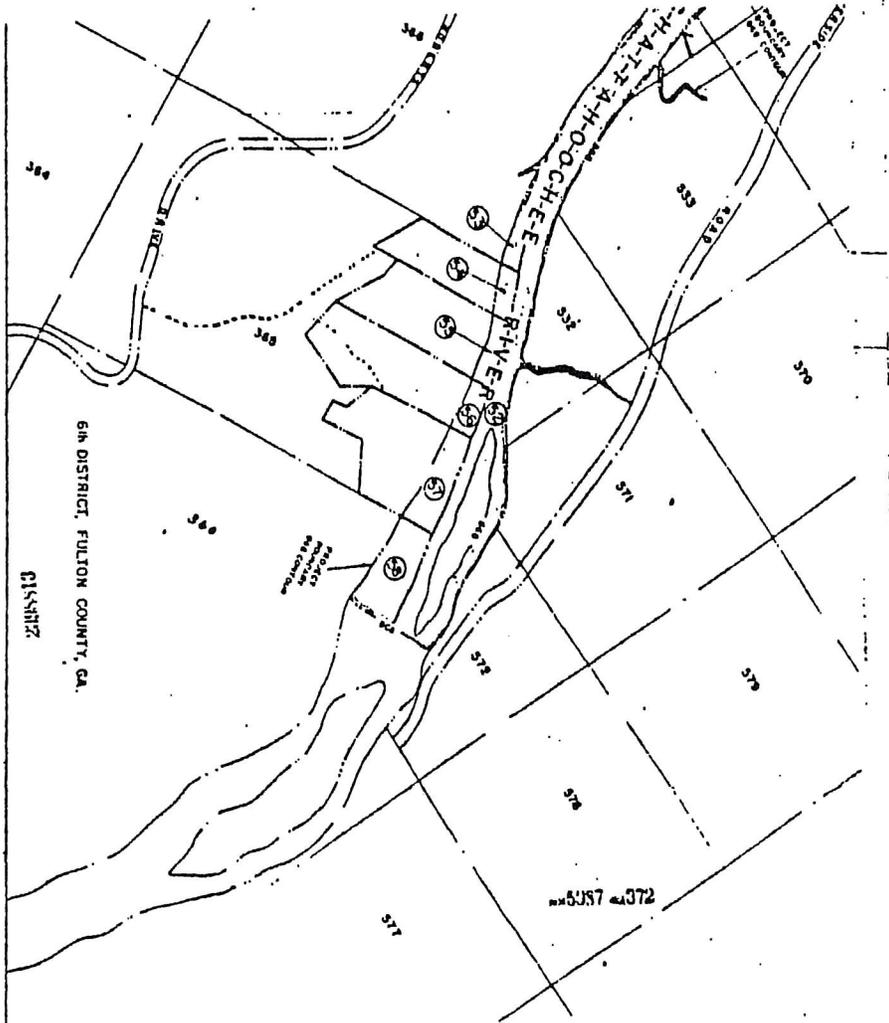




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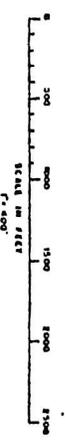
5987 371

3087112



NOTE
 195000 PLANT DATA - 8055 USC 883 DATUM
 ELEVATIONS SHOWN ARE PLANT DATA

This drawing is a part of the application for
 license made by the petitioner on the 23rd
 day of September, 1937 as revised 1938
 27th day of March, 1961
 GEORGIA POWER COMPANY
 by *J. S. Kirk*
 President



GEORGIA POWER COMPANY ATLANTA, GEORGIA			
MORGAN FALLS PROJECT PROPERTY DETAIL MAP			
Scale 1" = 400'	Date October, 1937	Drawn by E. J. ...	Approved by ...

11-201 M-13, SH 3

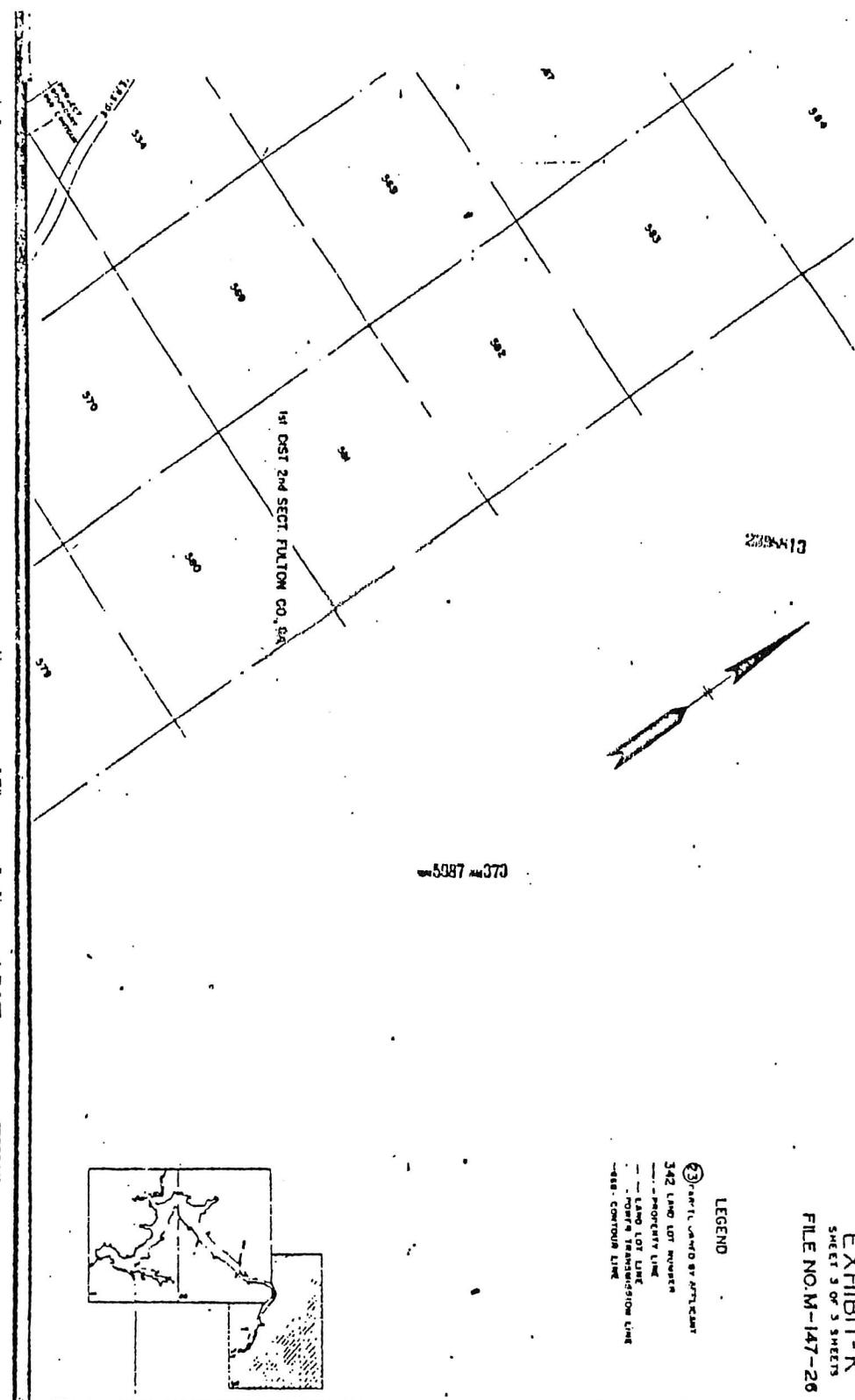


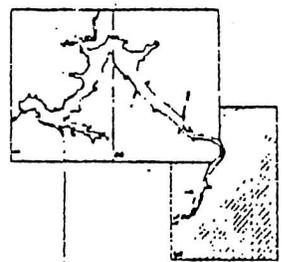
EXHIBIT-K
 SHEET 3 OF 3 SHEETS
 FILE NO M-147-26

LEGEND

- ③ PARTLY OWNED BY APPLICANT
- 342 LAND LOT NUMBER
- PROPERTY LINE
- LAND LOT LINE
- OWNER'S TRANSFER DIVISION LINE
- CONTOUR LINE

5987 44373

1st DIST 2nd SECT FULTON CO, GA



Legal Description of Riverside Road Tract:
Exhibit A

All that tract of land lying and being in District 1 Section 2 Land Lots 459,458, Fulton County, City of Roswell, Georgia and being more particularly described as follows:

To find the point of beginning, begin on the bridge at the centerline of Big Creek and the south edge of pavement of Riverside Road, thence northerly and easterly along said edge of pavement of Riverside Road the following courses and distances, N78d13'39"E 92.8', thence N78d11'23"E 227.0', N78d35'25"E 31.5', N79d12'57"E 29.5', N79d26'39"E 29.8', N78d49'26"E 30.1', N80d18'23"E 31.3', N80d46'09"E 27.48', N81d38'52"E 29.2', N82d00'41"E 27.5', N82d49'34"E 27.6', N83d00'45"E 28.6', N83d29'13"E 27.1', N84d11'19"E 27.2', N83d56'01"E 27.0', thence leaving said edge of pavement S03d37'20"E 28.81' to an iron pin set (3/8" rebar) at the fence line and the true point of beginning, thence along the south right of way (80' or 40' to centerline of Riverside Road the following courses and distances, N78d00'55"E 19.33', thence N78d37'15"E 49.38', thence N78d40'58"E 50.03', thence N80d41'29"E 56.69', thence N80d29'04"E 50.77', thence N81d08'51"E 11.52', thence N81d14'36"E 38.86', thence N82d43'30"E 52.31', thence N83d09'28"E 117.39', thence N83d16'59"E 53.32', thence N83d17'39"E 52.50', thence N83d30'55"E 52.69', thence N83d27'44"E 52.47', thence N83d13'40"E 52.75', thence N82d17'38"E 51.24', thence N80d46'09"E 52.89', thence N79d07'23"E 52.40', thence N78d45'51"E 25.44', thence N76d49'51"E 26.73', thence N76d15'00"E 22.95', thence S01d37'52"W 3.52' to an iron pin found (1/2" rebar) thence leaving the right of way S01d38'16"W 988.02' along the property of n/f St. Andrew Catholic Church (known as 675 Riverside Road) to an iron pin found (1" open top) near the north edge of the Chattahoochee River, thence N83d02'02"W and generally following the riverbank of said river 1032.63' to an iron pin set at the north riverbank, thence N09d38'30"E 734.58' to an iron pin set and the true point of beginning.

Above tract contains 19.24 acres. The survey was made by Jack Dugger, Ga RLS #2002 on 8-26-1997 and revised 7-23-1999 to change the point of beginning.

File: c:\myfiles\artspob.wpd

EXHIBIT "86"

Fulton County, Georgia
Real Estate Transfer Tax

Paid \$ _____
Date MAR 19 1991

JUANITA HICKS
Clerk, Superior Court

By: J. Kemp
Deputy Clerk

STATE OF GEORGIA
COUNTY OF FULTON

TRANSFER TAX DUE: \$ -0-
[Exempt pursuant to
O.C.G.A. § 48-6-2(a)(3)]

QUITCLAIM DEED

THIS INDENTURE, made this 12 day of MARCH, in the year of our Lord One Thousand Nine Hundred and Ninety-one, between ELIZABETH THREATT, of the first part, hereinafter called "Grantor", of the State of Georgia, and County of Fulton, and FULTON COUNTY, a Political Subdivision of the State of Georgia, of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by Grantor, by these presents does hereby remise, convey and forever quitclaim unto the Grantee, its successors and assigns the following property, to wit:

All that tract or parcel of land lying and being in Land Lots 457, 458, and 459 of the 1st District, 2nd Section of Fulton County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance is made for the purpose of complying with the Order and Judgment entered by the Superior Court of Fulton County, Georgia, in Civil Action File No: D-83734, Fulton County v. J. W. Threatt, et al.

TO HAVE AND TO HOLD the said described premises, so that neither Grantor nor any person claiming under Grantor, by any means or ways, have, claim, or demand any right or title to the said premises or appurtenances, or any rights thereof.

By execution of this deed, Grantor releases and waives any right he has to reacquire the property described herein pursuant to O.C.G.A. § 32-7-4 or to lease said property pursuant to O.C.G.A. § 32-7-5 and to receive notice of the disposal or leasing of said property.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and affixed his seal, the day and year above written.

Elizabeth Threatt (SEAL)
ELIZABETH THREATT

Signed, sealed and delivered in the presence of:

Manuel P. Bell
R. D. Kemp
Notary Public

GEORGIA Fulton County Clerk's Office Superior Court
Filed & Recorded Mar 19, 1991 at 9:32

Juanita Hicks CLERK

Notary Public, Fulton County, Georgia
My Commission Expires July 22, 1994

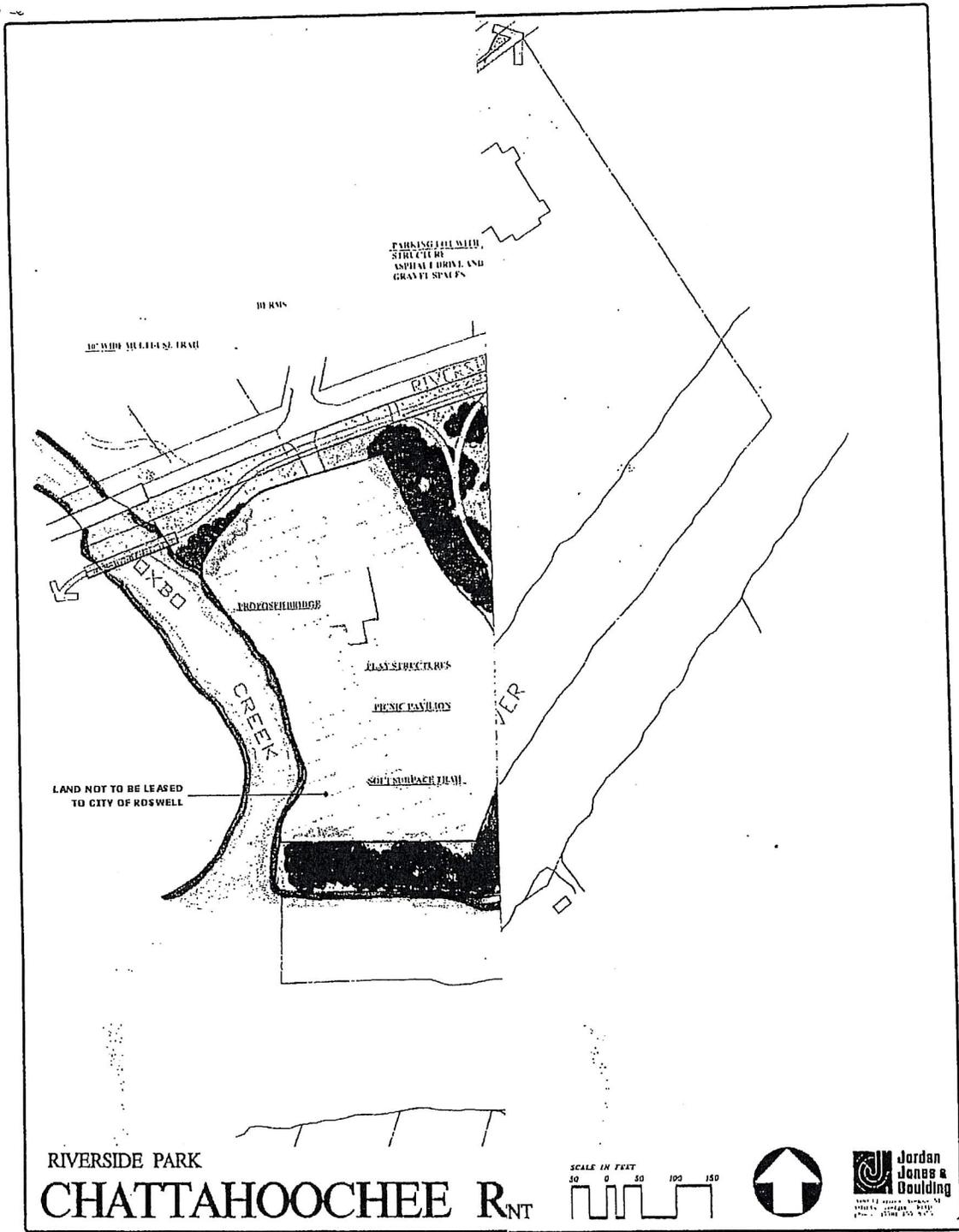


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 457, 458 and 459, District 1, Section 2, Fulton County, Georgia, containing 30.0 acres, plus or minus, and being more particularly described as follows:

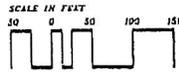
BEGINNING at a point being the intersection of the centerline of Big Creek and the southerly right-of-way of Riverside Road and running thence North 69° 04' 35" east, 35 feet, plus or minus, along said right-of-way to the top of the creek bank; continuing thence north 69° 04' 35" east, 477.57 feet to a point; thence along an arc of 361.54 feet which is subtended by a chord bearing and distance of north 74° 28' 50" east, 361.00 feet to a point; thence north 79° 53' 05" east, 479.43 feet to a point; thence along an arc of 232.62 feet subtended by a chord bearing and distance of north 75° 57' 31" east, 232.52 feet to an iron pin found, thence south 02° 04' 39" east 1,111.15 feet, plus or minus, to the centerline of the Chattahoochee River; thence westerly along the centerline of the river 1,431 feet, plus or minus, to the intersection of the centerline of Big Creek; thence northerly along the centerline of Big Creek 723 feet, plus or minus, to the POINT OF BEGINNING; and being more particularly shown as TRACTS A and B on a certain plat of survey dated December 26, 1990, prepared by Jordan, Jones & Goulding, last revised March 5, 1991, recorded in Plat Book 169, page 138, Fulton County, Georgia Records.

TOGETHER with all right, title, or interest of the Grantor in and to the lands within the boundary of any public or private right-of-way which abuts on the above-described property.

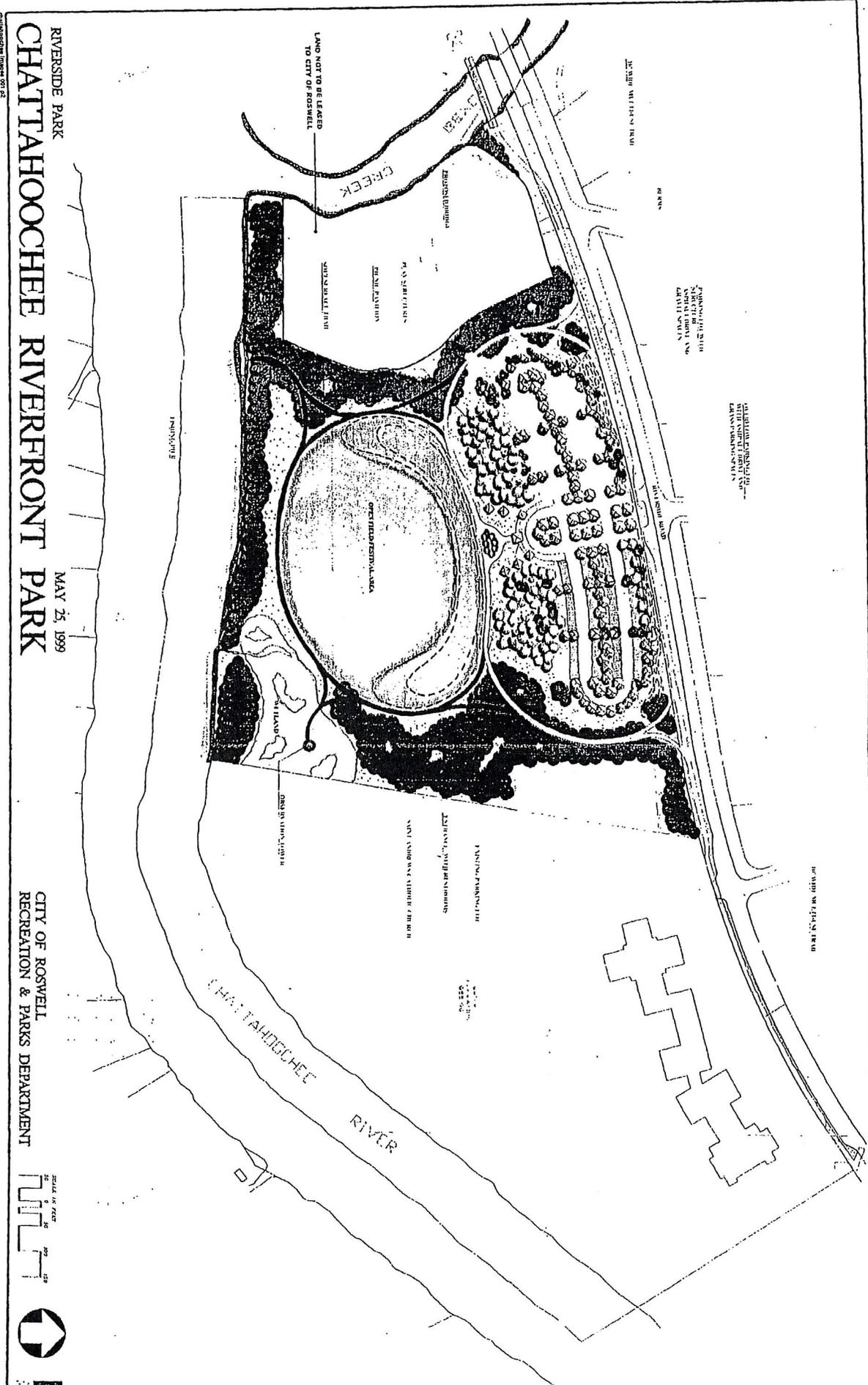


RIVERSIDE PARK
CHATTAHOOCHEE R_{NT}

chattahoochee images 001 p2



Jordan Jones & Gauding
 ARCHITECTS
 1000 10TH AVENUE, SUITE 100
 ATLANTA, GEORGIA 30309
 PHONE: 404.525.8800



RIVERSIDE PARK
 CHATTAHOOCHEE RIVERFRONT PARK

MAY 25, 1999

CITY OF ROSWELL
 RECREATION & PARKS DEPARTMENT



Amended Images 001 25

Exhibit B

Insurance and Risk Management Requirements

The following are the minimum insurance coverages and limits that Lessee must maintain. If Lessee maintains broader coverages and/or higher limits than the minimum shown below, Lessor requires and shall be entitled to coverage for the higher limits maintained by Lessee.

It is Lessor's practice to obtain Certificates of Insurance from our Lessees, or a self-funding letter where Lessee self-funds its coverage. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Licensor. Lessee shall submit to Lessor a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance must be provided to Lessor prior to the start of the Lease. Any and all insurance coverage(s) required under the terms and conditions of the Lease shall be maintained during the entire term of the Agreement.

Accordingly, the Licensee shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles)

4. UMBRELLA LIABILITY

	Each Occurrence	\$1,000,000
--	-----------------	-------------

(In excess of above noted coverages)

Certificates of Insurance

Lessee shall provide written notice to Lessor immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County, its officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This insurance shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided in favor of Lessor.

If Lessor shall so request, Lessee will furnish Lessor for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government
141 Pryor Street
Atlanta, Georgia 30303

Exhibit C

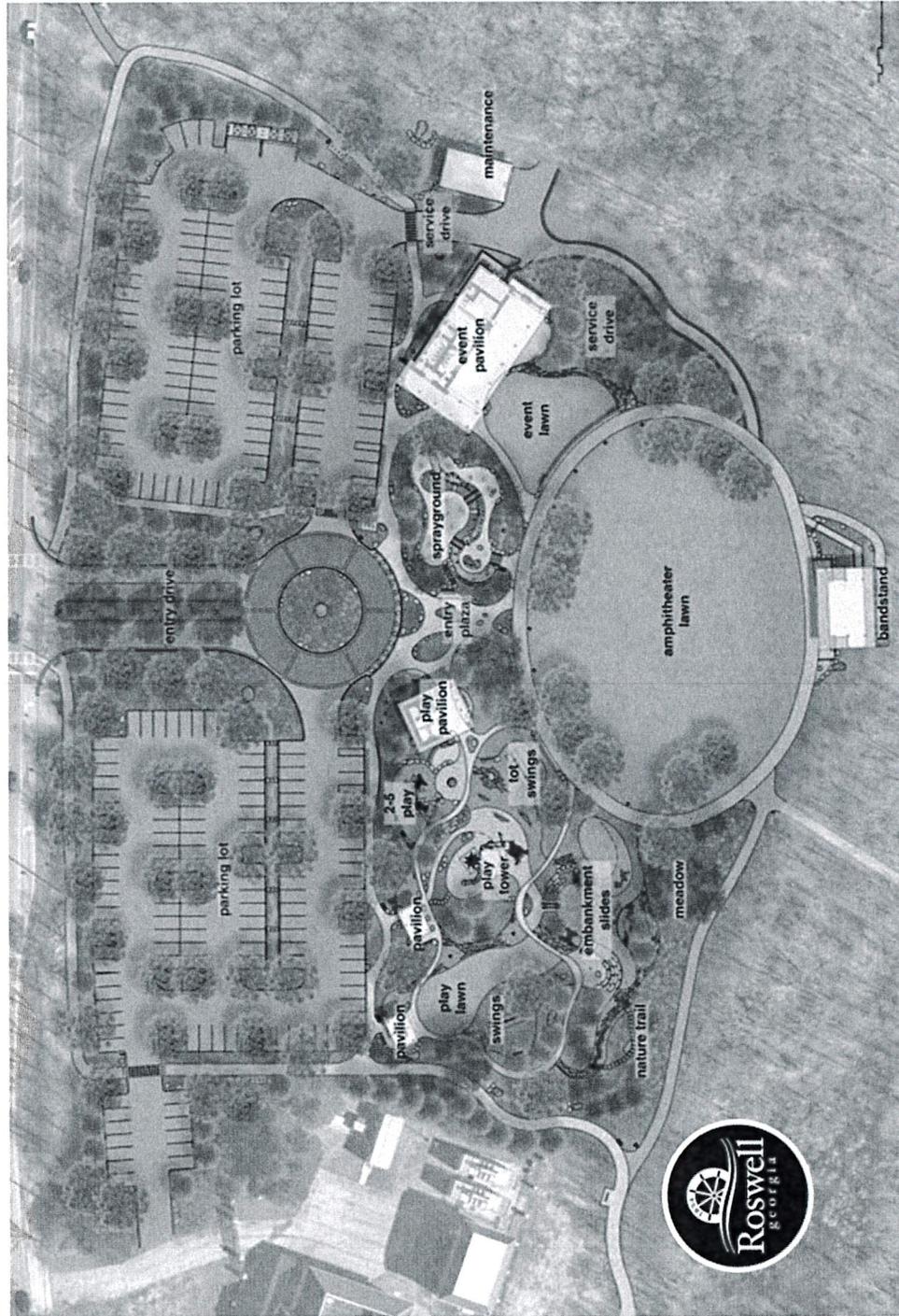
Bond Reimbursement Amounts

If County Terminates For Convenience Between:	Outstanding Bond Indebtedness to be Reimbursed:
1/3/2026 and 6/30/2026	\$10,858,540.39
7/1/2026 and 1/2/2027	\$10,612,166.77
1/3/2027 and 6/30/2027	\$10,388,801.15
7/1/2027 and 1/2/2028	\$10,023,512.69
1/3/2028 and 6/30/2028	\$9,800,214.57
7/1/2028 and 1/2/2029	\$9,434,656.14
1/3/2029 and 6/30/2029	\$9,211,590.49
7/1/2029 and 1/2/2030	\$8,846,047.06
1/3/2030 and 6/30/2030	\$8,623,086.40
7/1/2030 and 1/2/2031	\$8,257,842.94
1/3/2031 and 6/30/2031	\$8,034,874.78
7/1/2031 and 1/2/2032	\$7,669,316.35
1/3/2032 and 6/30/2032	\$7,446,535.67
7/1/2032 and 1/2/2033	\$7,080,992.24
1/3/2033 and 6/30/2033	\$6,858,301.56
7/1/2033 and 1/2/2034	\$6,492,803.12
1/3/2034 and 6/30/2034	\$6,270,119.93
7/1/2034 and 1/2/2035	\$5,904,411.51
1/3/2035 and 6/30/2035	\$5,681,960.81
7/1/2035 and 1/2/2036	\$5,316,417.37
1/3/2036 and 6/30/2036	\$5,094,131.65
7/1/2036 and 1/2/2037	\$4,728,828.19
1/3/2037 and 6/30/2037	\$4,506,362.49
7/1/2037 and 1/2/2038	\$4,140,789.05
1/3/2038 and 6/30/2038	\$3,918,705.81
7/1/2038 and 1/2/2039	\$3,555,697.13
1/3/2039 and 6/30/2039	\$3,333,958.85
7/1/2039 and 1/2/2040	\$2,974,129.86
1/3/2040 and 6/30/2040	\$2,752,421.58
7/1/2040 and 1/2/2041	\$2,395,772.27
1/3/2041 and 6/30/2041	\$2,173,452.06
7/1/2041 and 1/2/2042	\$1,818,797.55
1/3/2042 and 6/30/2042	\$1,596,675.32
7/1/2042 and 1/2/2043	\$1,242,068.81
1/3/2043 and 6/30/2043	\$1,019,760.59
7/1/2043 and 1/2/2044	\$665,490.80
1/3/2044 and 6/30/2044	\$443,518.55
7/1/2044 and 1/2/2045	\$443,518.55
1/3/2045 and 6/30/2045	\$221,510.30
7/1/2045 and 1/2/2046	\$221,510.30
After 1/3/2046	\$0.00

Exhibit D

Preliminary Project Plan

Riverside Park Project Overview





**City of Roswell
Meeting Minutes
Mayor and Council
Regular Meeting**

**Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells**

Monday, December 8, 2025	7:00 PM	City Hall - Council Chambers
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Welcome

Mayor Kurt Wilson: Present, Councilmember Sarah Beeson: Present, Councilmember Christine Hall: Present, Councilmember G. Lee Hills: Excused, Councilmember David Johnson: Present, Councilmember William Morthland: Present, Councilmember Allen Sells: Present.

Invocation/Moment of Silence - Steve Green, Elder - Roswell Church of Christ

Pledge of Allegiance - United States Army Personnel Specialist Jeff Hamling

Mayor's Report

- 1. #10204 Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Army Personnel Specialist (E-5) Jeff Hamling.**

This Proclamation honors United States Army Personnel Specialist (E-5) Jeff Hamling's service to this Nation, to fellow service members and to the community of Roswell.

RESULT: PROCLAMATION READ

- 2. #10174 Reading of a Proclamation for the Esteemed Roswell Public Safety Employee Award to Sergeant Omar Braik as 2024 Supervisor of the Year.**

This Proclamation celebrates Sergeant Omar Braik as the Roswell Police Department 2024 Supervisor of the Year for his service to this community.

RESULT: PROCLAMATION READ

3. #10216 Approval of a Planning Commission (PC) re-appointment Carol Williams.

RESULT:	APPROVED [4 TO 1]
MOVER:	Allen Sells, Councilmember
SECONDER:	Christine Hall, Councilmember
IN FAVOR:	Christine Hall, David Johnson, William Morthland, Allen Sells
OPPOSED:	Sarah Beeson
EXCUSED:	G. Lee Hills

4. #10217 Oath of Office - Carol Williams (Planning Commission).

RESULT:	OATH OF OFFICE READ
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5. #10207 Public Comment from Roswell Businesses.

RESULT:	PUBLIC COMMENT HEARD
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6. #10206 Roswell Results Update.

The Roswell Results Update was presented by Councilmembers Christine Hall and Sarah Beeson.

Consent Agenda

RESULT:	CONSENT AGENDA APPROVED [UNANIMOUS]
MOVER:	David Johnson, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Hall, Johnson, Morthland, Sells
EXCUSED:	G. Lee Hills

1. #10203 Approval of the minutes of the November 24, 2025 Special Called Mayor and Council Meeting and the November 24, 2025 regular Mayor and Council meeting.

Regular Agenda

1. #10191 Approval of a resolution to adopt the FY 2025 End of Year Budget Amendment and adopt all budget amendments for FY 2025.

Resolution No. 2025-12-41

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christine Hall, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Hall, Johnson, Morthland, Sells
EXCUSED:	G. Lee Hills

2. **#10210 Approval to Execute the Purchase and Sale Agreement for the Conveyance of 1340 Woodstock Road (Bowen and 92).**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Allen Sells, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Johnson, Morthland, Sells
EXCUSED:	G. Lee Hills

3. **#10212 Approval of a Ground Lease Agreement Between Fulton County and the City of Roswell and authorize the Mayor or City Administrator to execute a final agreement in substantial accordance with the agreement attached to this agenda item.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Morthland, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Johnson, Morthland, Sells
EXCUSED:	G. Lee Hills

4. **#9911 Approval for the Mayor or City Administrator to award a contract to MAPP for the Riverside Park Construction project in an amount of \$12,299,307.81 and project budget authorization of \$13,841,186.80.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Morthland, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Johnson, Morthland, Sells
EXCUSED:	G. Lee Hills

5. **#10193 Approval of a Resolution of the Roswell City Council Consenting to the Expansion of the North Fulton Community Improvement District d/b/a True North 400.**

Resolution No. 2025-12-42

RESULT:	APPROVED [4 TO 0]
MOVER:	William Morthland, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Sarah Beeson, Christine Hall, William Morthland, Allen Sells
EXCUSED:	G. Lee Hills
RECUSED:	David Johnson

6. #10190 Approval to perform right-of-way acquisition services and to accept right-of-way options for the Big Creek Parkway Phase II TSPLOST project in an amount not to exceed \$21,600,000.00.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Johnson, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Hall, Johnson, Morthland, Sells
EXCUSED:	G. Lee Hills

City Attorney's Report

7. #10205 Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

RESULT:	NO CLOSURE
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Adjournment

The meeting was adjourned at 9:30 PM