

A RESOLUTION APPROVING A RIGHT OF ACCESS LICENSE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF SOUTH FULTON, GEORGIA FOR CERTAIN EVENTS AT THE WOLF CREEK AMPHITHEATER AND THE SOUTHWEST ARTS CENTER; AND FOR OTHER PURPOSES.

WHEREAS, the County currently owns a 42.9 acre site located at 0 Vandiver Road, South Fulton, Fulton County, Georgia, on which is situated the Wolf Creek Amphitheater (the “WCA”) as well as a building known as the County’s Public Safety Training Center (the “PSTC”); and

WHEREAS, the County currently owns property adjacent to the Wolf Creek Amphitheater (“Wolf Creek Amphitheater Site”) that contain paved parking lot facilities utilized by both the WCA and PSTC; and

WHEREAS, the County currently owns property adjacent to the Wolf Creek Amphitheater Site, which are part of the closed Merk Mills Landfill, portions of which have historically been used for parking during outdoor live music concerts, plays, performances, festivals, and other events held at WCA; and

WHEREAS, the County currently owns property located at 915 New Hope Road, SW, South Fulton, Fulton County, Georgia on which is situated the Southwest Arts Center (the “SW Arts Center”); and

WHEREAS, the County intends to transfer the SW Arts Center to the City; and

WHEREAS, pursuant to Article 10 of that certain *Intergovernmental Agreement for the Transfer of Certain Assets and Provision of Certain Services between Fulton County, Georgia and the City of South Fulton, Georgia*, dated February 25, 2020 (the “Transfer IGA”), as amended by that certain *First Amendment to the Intergovernmental Agreement for the Transfer of Certain Assets and Provision of Certain Services between Fulton County, Georgia and the City of South Fulton, Georgia*, dated March 4, 2020 (the “First Amendment”) (collectively the Transfer IGA and the First Amendment are the “IGA”), the County and City contemplate that the County will transfer the Wolf Creek Amphitheater Site as well as adjacent property to the City upon the happening of certain conditions precedent in accordance with the terms of the IGA; and

WHEREAS, the County and the City are actively working to satisfy the conditions precedent so as to allow for the transfer contemplated by the Transfer IGA to be effectuated and finalized; and

1 **WHEREAS**, the County and City are also working on a lease agreement (the
2 “Lease”) for the Wolf Creek Amphitheater Site in order for to allow the City further use of
3 the Wolf Creek Amphitheater Site while they actively work to satisfy the conditions
4 precedent so as to allow for the transfer contemplated by the Transfer IGA to be
5 effectuated and finalized; and

6 **WHEREAS**, the City has requested permission to hold the following events (the
7 “Events”): (i) *South Fulton: City on the Rise* at the SW Arts Center on Thursday, April 28,
8 2022, (ii) *Celebrate South Fulton Community Festival* on Saturday, April 30, 2022 at
9 WCA, (iii) High School graduation ceremonies at WCA as requested by various high
10 schools located in and around the City; and (iv) *Juneteenth Celebration* on Sunday, June
11 19, 2022 at WCA; and

12 **WHEREAS**, while the City and the County continue to negotiate the Lease terms,
13 the County is agreeable to permitting the City to use the SW Arts Center and Wolf Creek
14 Amphitheater site for these Events, excluding the PSTC building structure with the
15 exception of two (2) offices located in the PSTC that have been traditionally utilized for
16 the operation of the WCA, pursuant to the Right of Access License Agreement; and

17 **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part “[t]he
18 governing authority of each county shall have legislative power to adopt clearly
19 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
20 local government for which no provision has been made by general law and which is not
21 inconsistent with this Constitution or any local law applicable thereto”; and

22 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
23 approves the Right of Access License Agreement, attached hereto in substantial form as
24 Exhibit A, to authorize the City to hold the following Events: (i) *South Fulton: City on the*
25 *Rise* at the SW Arts Center on Thursday, April 28, 2022, (ii) *Celebrate South Fulton*
26 *Community Festival* on Saturday, April 30, 2022 at WCA, (iii) High School graduation
27 ceremonies at WCA as requested by various high schools located in and around the City;
28 and (iv) *Juneteenth Celebration* on Sunday, June 19, 2022 at WCA.

29 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby
30 authorizes the Chairman, or in the Chairman’s absence the Vice-Chair or County
31 Manager, to execute the Right of Access License Agreement.

1 BE IT FURTHER RESOLVED, that the Board of Commissioners hereby
2 authorizes the County Attorney to approve the Right of Access License Agreement as to
3 form and to make changes thereto to protect the interests of the County prior to its
4 execution.

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

8 SO PASSED AND ADOPTED, this 13th day of April, 2022.

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FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

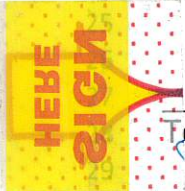


Robert L. Pitts
Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier

Tonya R. Grier, Clerk of Commission



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APPROVED AS TO FORM:

Y. Soo Jo

Y. Soo Jo
County Attorney



STATE OF GEORGIA
COUNTY OF FULTON

RIGHT OF ACCESS LICENSE AGREEMENT

This Right of Access License Agreement ("License Agreement"), made and entered into this ____ day of _____, 2022, by and between CITY OF SOUTH FULTON, a Georgia municipal corporation (the "City" or "Licensee"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County" or "Licensor").

WHEREAS, the County currently owns a 42.9 acre site located at 0 Vandiver Road, South Fulton, Fulton County, Georgia, on which is situated the Wolf Creek Amphitheater (the "WCA") as well as a building known as the County's Public Safety Training Center (the "PSTC"), said property being more particularly described on Exhibit A, attached hereto and incorporated herein by reference with a Tax Parcel ID. #14F0103LL0101 (the "Wolf Creek Amphitheater Site") and as Lot 17 on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the County currently owns property adjacent to the Wolf Creek Amphitheater Site that contain paved parking lot facilities utilized by both the WCA and PSTC, said paved parking lot facilities being located on portions of Lot 15 (Tax Parcel ID. 14F-0103-LL-008-5) and Lot 16 (Tax Parcel ID. 14F-103-LL-011-9) on Exhibit B; and

WHEREAS, the County also currently owns property adjacent to the Wolf Creek Amphitheater Site, Lots 5, 8 and 9 on Exhibit B, which are part of the closed Merk Mills Landfill, portions of which have historically been used for parking during outdoor live music concerts, plays, performances, festivals and other events held at WCA; and

WHEREAS, the County also currently owns property located at 915 New Hope Road, SW, South Fulton, Fulton County, Georgia with a Tax Parcel ID # _____ on which is situated the Southwest Arts Center (the "SW Arts Center"), said property being more particularly described in Exhibit C, attached hereto and incorporated by reference; and

WHEREAS, pursuant to Article 10 of that certain *Intergovernmental Agreement for the Transfer of Certain Assets and Provision of Certain Services between Fulton County, Georgia and the City of South Fulton, Georgia*, dated February 25, 2020 (the "Transfer IGA"), as amended by that certain *First Amendment to the Intergovernmental Agreement for the Transfer of Certain Assets and Provision of Certain Services between Fulton County, Georgia and the City of South Fulton, Georgia*, dated March 4, 2020 (the "First Amendment") (collectively the Transfer IGA and the First Amendment are the "IGA"), the County and City contemplate that the County will transfer the Wolf Creek Amphitheater Site as well as Lots 15 and 16 to the City upon the happening of certain conditions precedent in accordance with the terms of the IGA; and

WHEREAS, the County and the City are actively working to satisfy the conditions precedent so as to allow for the transfer contemplated by the Transfer IGA to be effectuated and finalized; and

WHEREAS, the County and City are also working on a lease agreement (the "Lease") for the Wolf Creek Amphitheater Site in order for to allow the City further use of the Wolf Creek Amphitheater Site while they actively work to satisfy the conditions precedent so as to allow for the transfer contemplated by the Transfer IGA to be effectuated and finalized; and

WHEREAS, the County intends to transfer the SW Arts Center to the City; and

WHEREAS, the County maintains testing wells, monitoring sites, and gas control and recovery systems on, near and adjacent to the Wolf Creek Amphitheater Site which are necessary as part of the County's monitoring and environmental compliance obligations for the now closed Merk Mills Landfill, which is situated on parcels adjacent the Wolf Creek Amphitheater Site on Lots 1-7, 11-14, and 19-23 on Exhibit B; and

WHEREAS, the City has requested permission to hold the following events (the "Events"):

- (1) *South Fulton: City on the Rise* at the SW Arts Center on Thursday, April 28, 2022;
- (2) *Celebrate South Fulton Community Festival* on Saturday, April 30, 2022 at WCA;
- (3) High School graduation ceremonies at WCA as requested by various high schools located in and around the City; and
- (4) *Juneteenth Celebration* on Sunday, June 19, 2022 at WCA

WHEREAS, the County is agreeable to permitting the City to use the SW Arts Center and Wolf Creek Amphitheater site for these Events, excluding the PSTC building structure with the exception of two (2) offices located in the PSTC that have been traditionally utilized for the operation of the WCA, and subject to certain restrictions designed to maintain environmental compliance and public safety; and

WHEREAS, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part "[t]he governing authority of each county shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with this Constitution or any local law applicable thereto"; and

NOW, THEREFORE, in consideration of the premises and the mutual promises between the Parties hereto, and including the payments of rent hereinafter stipulated and the terms and conditions herein set forth, it is understood and agreed as follows:

WHEREAS, the County desires to grant to the City a license (hereinafter, the "License") as is detailed below in this License Agreement for such purposes.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid in hand, and as set forth in this License Agreement, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this License Agreement, the parties do hereby agree as follows:

1.

GRANT OF LICENSE

Licensor hereby grants to Licensee and its employees, agents, contractors and subcontractors, and Licensee hereby accepts from Licensor, the License to use and access the (i) the Wolf Creek Amphitheater Site, Lot 17, as more particularly identified in Exhibits A and B, (ii) the paved parking lot facilities located adjacent to the Wolf Creek Amphitheater Site located on Lots 15 and 16, as more particularly identified in Exhibit B, (iii) the two (2) offices located in the PSTC traditionally utilized by WCA operators, and (iv) the SW Arts Center (such property being hereinafter referred to as the "Property") for the purposes hereinafter set forth in Paragraph 2. Licensee shall also have a limited right of access, limited to no more than two (2) hours before and two (2) hours after and Event, to those portions of Lots 5, 8 and 9 set forth on Exhibit B that have historically been used for parking during outdoor live music concerts, plays, performances, festivals and other events held at WCA solely for the parking of vehicles. This limited right of access shall include portions of Sanford J. Jones Boulevard and Merk Road as necessary to access the various parking lots. Licensor makes no representations or warranties concerning the condition, suitability or any other matters relating to the Property, and Licensee hereby acknowledges that Licensee's access to the Property is on an "as is" basis.

2.

USE OF LICENSE

At its sole cost, expense, risk and responsibility, Licensee shall use the Property only for purposes related to the following events:

- (1) *South Fulton: City on the Rise* at the SW Arts Center on Thursday, April 28, 2022;
- (2) *Celebrate South Fulton Community Festival* on Saturday, April 30, 2022 at

WCA;

- (3) High School graduation ceremonies at WCA as requested by various high schools located in and around the City; and
- (4) *Juneteenth Celebration* on Sunday, June 19, 2022 at WCA

3.

DURATION

It is understood and agreed between the parties hereto that this License is being granted for a temporary period for the above-stated purposes, and that said License shall expire upon the earlier to occur of (a) the execution of the Lease, or (b) the Juneteenth Celebration, whichever comes first.

4.

INTEREST

Licensee hereby acknowledges that by making, executing and delivering this License Agreement, Licensor does not confer upon Licensee any right, title, interest, or estate in the Property, nor confer upon Licensee a license coupled with an interest or an easement, and Licensee is estopped from claiming any such right, title, interest, estate, license coupled with an interest, or easement in the Property. However, nothing in this paragraph shall be construed as to prevent Licensee and Licensor from proceeding with the expected transfer of ownership of the Wolf Creek Amphitheater Site and surrounding properties to Licensee at some point in the future after as contemplated and set forth in that certain *Intergovernmental Agreement for the Transfer of Certain Assets and Provision of Certain Services between Fulton County, Georgia and the City of South Fulton, Georgia*, dated February 25, 2020, as amended.

5.

MAINTENANCE AND RESTORATION OF DAMAGE TO THE PROPERTIES

Before and after each Event, Licensee shall be solely responsible for setting up for the Event and cleaning the Property. In the event that Licensee's use results in any damage to the Property, Licensee hereby agrees that within a reasonable time (not to exceed sixty (60) days, unless such task is not capable of completion within such period) of said damage, Licensee will, at its sole cost and expense, take reasonable steps to restore the Property to substantially the same condition in which it existed prior to the damage. Licensee shall require that any contractor retained by Licensee or a school to perform any installations required to conduct the graduation ceremonies shall have in place applicable bonds (i.e., payment and performance bonds) to prevent liens from being placed against the Property.

6.

ASSIGNMENT OR TRANSFER

This License Agreement and the license granted herein may not be assigned or transferred by Licensee unless approved in writing by Licensor.

7.

LIABILITY

Licensee, as the requestor of said license, further agrees that, as per this License Agreement between Fulton County and the City of South Fulton, Licensee shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expense, and shall, along with any school allowed by Licensee to have access to the Property, hold harmless to the extended permitted by law Fulton County 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 Licensee or the school, their employees, agents, contractors or volunteers upon the Property or any property surrounding the Property in conducting the permitted activities. Notwithstanding the foregoing, nothing herein shall be construed as a waiver of the County's sovereign immunity and the immunities available to County officials, officers, employees and agents. Licensee, or any school provided access to the Property, shall have the right to self-fund for its workers' compensation, automobile liability and general and excess liability coverages for its activities on the Property or any property surrounding the Property in conducting the activities authorized by this License Agreement. Notwithstanding the foregoing, Licensee shall ensure that any contractor performing work on the Property provides insurance sufficient to cover any losses and includes Fulton County as an additional insured.

8.

NOTICES

All notices required herein shall be in writing and delivered to either party at the address contained herein by: (a) hand delivery at the aforementioned address; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) Facsimile immediately followed by a confirmation call. The day upon which such notice is hand delivered, mailed, e-mailed or faxed shall be deemed the date of service of such notice.

To the Licensor:

**Fulton County, Georgia
Department of Real Estate and Asset Management**

141 Pryor Street, Suite G1119
Atlanta, Georgia 30303
Attention: Director
Telephone: _____
Fax: _____

With a copy to:

Office of the County Attorney
141 Pryor Road SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney
Phone: 404.612.0246
Fax: 404.730.6540

To the Licensee:

City of South Fulton

Attn: _____
Telephone: _____
Fax: _____

9.

GENERAL PROVISIONS OF THIS AGREEMENT

9.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

9.2 No failure of either party hereto to exercise any right or power granted under this License Agreement, or to insist upon strict compliance by the other party with this License Agreement, and terms and conditions of this License Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this License Agreement.

9.3 This License Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

9.4 Should any provision of this License Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

9.5 This License Agreement may be executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

9.6 The termination of this License Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such termination.

9.7 Licensee hereby acknowledges that it has not been induced by any representation, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Properties or the condition or suitability thereof for Licensee's purpose.

9.8 Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Properties.

9.9 This License Agreement supersedes all prior negotiations, discussions, statements and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between the parties with respect to the Property and Licensee's use thereof, except that nothing in this paragraph shall be construed as to prevent Licensee and Licensor from proceeding with the expected transfer of ownership of the Property to Licensee at some point in the future after as contemplated and set forth in that certain *Intergovernmental Agreement for the Transfer of Certain Assets and Provision of Certain Services between Fulton County, Georgia and the City of South Fulton, Georgia, dated February 25, 2020*, as amended. No member, officer, employee, representative or agent of Licensor or Licensee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this License Agreement. No modification of or amendment to this License Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, Licensor and Licensee, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereinabove set forth.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED BY LICENSOR, this 13th day of April, 2022.

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

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



APPROVED AS TO FORM

Y. Soo Jo
Y. Soo Jo, County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXECUTED BY LICENSEE, this _____ day of _____, 2022.

CITY OF SOUTH FULTON a Georgia
municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
WOLF CREEK AMPHITHEATER SITE LEGAL DESCRIPTION

SCHEDULE A

PARCEL ONE

All that tract or parcel of land lying and being in Land Lots 96 and 103 of the 14 FF District, Fulton County, Georgia, and being more particularly described as follows:

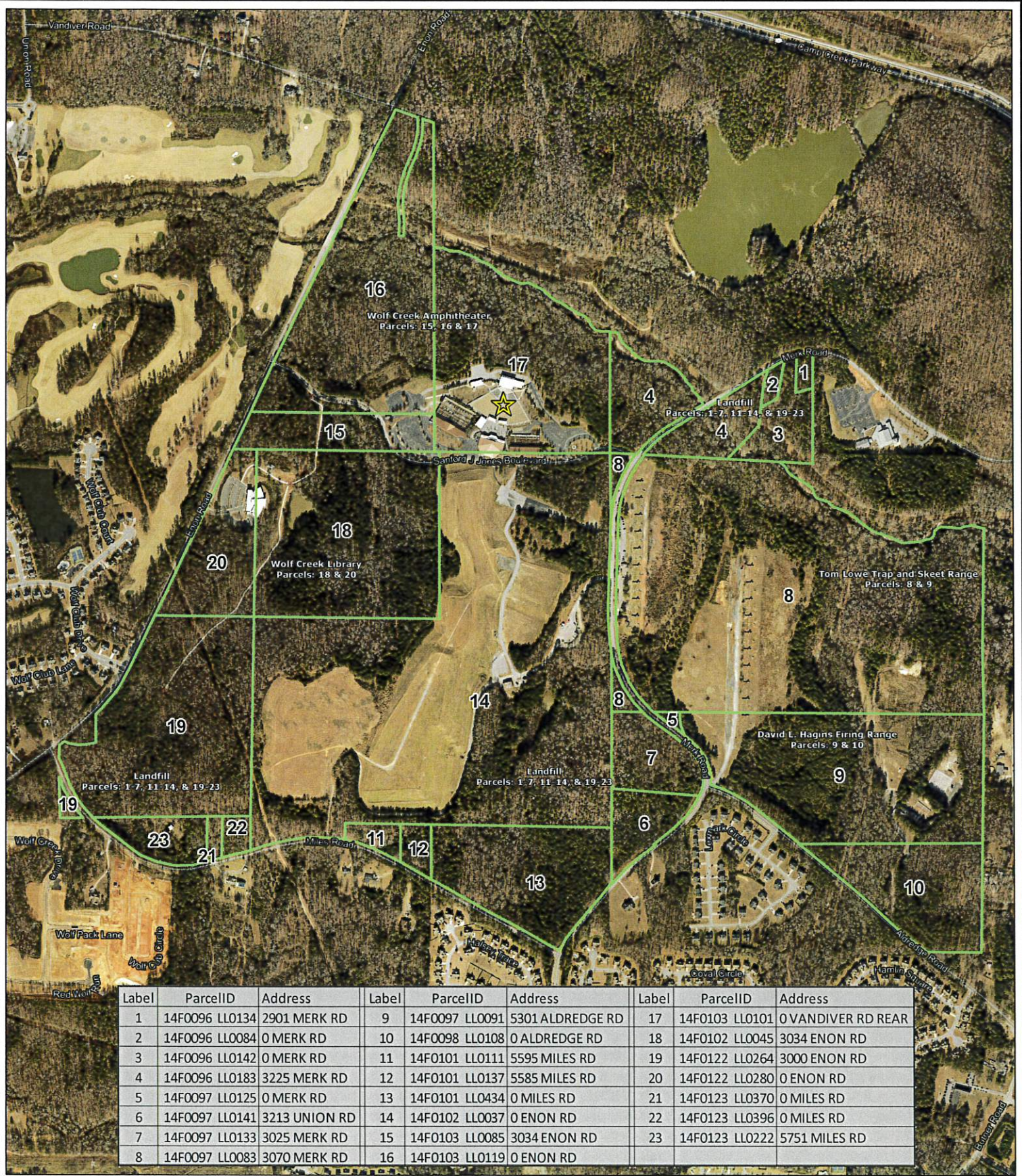
BEGINNING at the intersection of the northwesterly right of way of Merk Road (having a 60 foot right of way) and the centerline of Camp Creek; thence south 56 degrees 46 minutes 15 seconds west 329.00 feet along the northerly right of way of Merk Road to a point; thence 428.53 feet along the arc of a curve to the left having a radius of 984.93 feet and a chord of 425.16 feet bearing south 44 degrees 18 minutes 23 seconds west to a point on the south line of said Land Lot 96; thence south 88 degrees 45 minutes 00 seconds west along said Land Lot Line 126.10 feet, more or less, to a hollow pipe located at the common corner of Land Lots 96, 97, 102 and 103, said district; thence south 89 degrees 50 minutes 00 seconds west along the south line of said Land Lot 103 1,470.97 feet to a hollow pipe; thence north 01 degrees 15 minutes 00 seconds west 1,692.45 feet to a point at the centerline of Camp Creek; thence along the centerline of Camp Creek and following the meanderings thereof the following courses and distances: south 64 degrees 02 minutes 02 seconds east 57.22 feet; south 78 degrees 11 minutes 59 seconds east 252.07 feet; south 60 degrees 43 minutes 21 seconds east 132.93 feet; south 60 degrees 40 minutes 54 seconds east 161.11 feet; south 63 degrees 19 minutes 00 seconds east 102.33 feet; south 68 degrees 47 minutes 52 seconds east 75.37 feet; south 76 degrees 29 minutes 36 seconds east 157.23 feet; south 59 degrees 45 minutes 24 seconds east 34.70 feet; south 57 degrees 35 minutes 07 seconds east 491.00 feet; south 70 degrees 04 minutes 44 seconds east 194.84 feet; south 44 degrees 36 minutes 42 seconds east 116.24 feet; south 55 degrees 00 minutes 43 seconds east 178.65 feet; south 80 degrees 38 minutes 42 seconds east 184.62 feet; south 54 degrees 23 minutes 22 seconds east 113.85 feet; south 40 degrees 32 minutes 31 seconds east 317.78 feet to the POINT OF BEGINNING; said tract containing 55.5445 acres according to a plat of said property by Travis Pruitt & Associates, P.C. dated October 26, 1987, and recorded in Plat Book 155, page 6, Fulton County Records.

PARCEL TWO

All that tract or parcel of land lying and being in Land Lot 96 of the 14 FF District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the southeasterly right of way of Merk Road with the south line of said Land Lot 96; thence north 88 degrees 45 minutes 00 seconds east 621.27 feet to a point; thence north 43 degrees 19 minutes 00 seconds east 367.00 feet to a point; thence north 01 degrees 43 minutes 00 seconds east 330.00 feet to a point; thence north 15 degrees 30 minutes 00 seconds east 65.75 feet to a point on the southeasterly right of way of Merk Road; thence south 56 degrees 46 minutes 15 seconds west along the southeasterly right of way of Merk Road 768.82 feet to a point; thence 362.76 feet along the arc of a curve to the left having a radius of 924.93 feet and a chord of 360.44 feet bearing south 45 degrees 32 minutes 07 seconds west to the POINT OF BEGINNING; said tract containing 6.3743 acres according to a plat of said property by Travis Pruitt & Associates, P.C. dated October 26, 1987, and recorded in Plat Book 155, page 6, Fulton County Records.

EXHIBIT B
MAP OF LOTS



Label	ParcelID	Address	Label	ParcelID	Address	Label	ParcelID	Address
1	14F0096 LL0134	2901 MERK RD	9	14F0097 LL0091	5301 ALDREDGE RD	17	14F0103 LL0101	0 VANDIVER RD REAR
2	14F0096 LL0084	0 MERK RD	10	14F0098 LL0108	0 ALDREDGE RD	18	14F0102 LL0045	3034 ENON RD
3	14F0096 LL0142	0 MERK RD	11	14F0101 LL0111	5595 MILES RD	19	14F0122 LL0264	3000 ENON RD
4	14F0096 LL0183	3225 MERK RD	12	14F0101 LL0137	5585 MILES RD	20	14F0122 LL0280	0 ENON RD
5	14F0097 LL0125	0 MERK RD	13	14F0101 LL0434	0 MILES RD	21	14F0123 LL0370	0 MILES RD
6	14F0097 LL0141	3213 UNION RD	14	14F0102 LL0037	0 ENON RD	22	14F0123 LL0396	0 MILES RD
7	14F0097 LL0133	3025 MERK RD	15	14F0103 LL0085	3034 ENON RD	23	14F0123 LL0222	5751 MILES RD
8	14F0097 LL0083	3070 MERK RD	16	14F0103 LL0119	0 ENON RD			

Fulton County,
Georgia



0 0.09 0.18 0.27 0.36 Miles

Wolf Creek Area Map

Wolf Creek Amphitheater County Owned Properties



Prepared by the
Fulton County Department of
Information Technology
Geographical Information System Division

Date: 12/4/2018

EXHIBIT C
LEGAL DESCRIPTION OF SOUTHWEST ARTS CENTER

EXHIBIT A

Legal Description

All that tract or parcel of land lying and being in Land Lots 60, 61, 80 and 81 of the 14th District of formerly Fayette, now Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at a point located at the intersection of the southerly side of Cascade Road and the westerly side of New Hope Road; thence running in a southeasterly direction along the westerly side of New Hope Road, a distance of 779.89 feet to an iron pin located on the northerly side of property now or formerly owned by Mrs. John McLarty; thence running south 89 degrees 40 minutes 00 seconds west along the northerly side of the McLarty property, a distance of 224.66 feet to an iron pin; thence running south 12 degrees 30 minutes 00 seconds east along the westerly side of the McLarty property, a distance of 173.03 feet to an iron pin; thence running north 89 degrees 37 minutes 00 seconds east along the southerly side of the McLarty property, a distance of 224.45 feet to an iron pin located on the westerly right-of-way of New Hope Road; thence running south 13 degrees 49 minutes 00 seconds east along the westerly right-of-way of New Hope Road, a distance of 60 feet to a point, said point being the TRUE POINT OF BEGINNING; thence running south 89 degrees 37 minutes 00 seconds west, a distance of 1250 feet to a point located on the west land lot line of Land Lot 60, said District (said land lot line also being the easterly land lot line of Land Lot 81, said District); thence running south 89 degrees 37 minutes 00 seconds west, a distance of 182 feet to a point; thence running south 60 degrees 36 minutes 00 seconds west, a distance of 260 feet to a point; thence running southeasterly from the last point, a distance of 580 feet to a point located on the westerly land lot line of Land Lot 61, said District (said land lot line also being the easterly land lot line of Land Lot 80, said District); thence running south 00 degrees 09 minutes 30 seconds west along the said westerly land lot line of Land Lot 61, a distance of 260 feet to a point which is the southerly property line of property now or formerly owned by I. N. Galanti and A. Tenenbaum; thence running south 89 degrees 02 minutes 00 seconds east, a distance of 1330 feet to an iron pin; thence running north 00 degrees 24 minutes 00 seconds west, a distance of 567.00 feet to an iron pin located on the westerly right-of-way of New Hope Road; thence running north 13 degrees 49 minutes 00 seconds west, a distance of 291.21 feet to a point, said point being the TRUE POINT OF BEGINNING.

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