

**AMENDMENT TO INTERGOVERNMENTAL CONTRACT  
BETWEEN FULTON COUNTY AND THE CITY OF ROSWELL**

This Amended Contract entered into as of this 12<sup>th</sup> day of August, 1999 between FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "Fulton County") and THE CITY OF ROSWELL (hereinafter "City of Roswell"); and

WHEREAS, Fulton County and the City of Roswell have previously entered into an Intergovernmental Contract on September 16, 1998 pursuant to which the City of Roswell agreed to lease the Chattahoochee River Park and other Fulton County properties consisting of 80.95 acres (excluding 14.90 acres being operated as the Chattahoochee Nature Center), in order to operate and maintain public park and recreational facilities, and in order to provide police, fire, 911, sanitation, roadway maintenance, and other services; and

WHEREAS, Fulton County and the City of Roswell desire to amend the September 16, 1998 Intergovernmental Contract to include and make a part thereof, additional Fulton County owned properties located along Azalea Road as same is more particularly described in Exhibits "B1 thru B6" and Exhibit "C", attached hereto and incorporated by reference, for utilization for public park, and other purposes.

NOW THEREFORE, in consideration of the mutual benefits to Fulton County and the City of Roswell, the parties herein agree that the September 16, 1998 Intergovernmental Contract (Exhibit "A") is hereby amended as follows:

A. Paragraph No. 1. is amended by replacing Paragraph No. 1 in its entirety with:

"Fulton County hereby agrees to lease to the City of Roswell, and the City of Roswell agrees to lease from Fulton County, for a term of 25 years:

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 Wilcox 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 Wilcox Creek. Thence Northwesterly along the meanderings of the center line of Wilcox 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 xxxxxx 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".

- B. Paragraph No. 9. is amended by replacing Paragraph No. 9 in its entirety with:

"Either party shall have the right to terminate this contract without cause and for its convenience by written notice to the other party at least four (4) years prior to the effective date of said termination; except that for that portion of the Leased Premises described in Paragraph No. 1(7) (Exhibit "B6") of the Amended Intergovernmental Contract, Fulton County may notify Roswell in writing of its intent to utilize same for other Fulton County purposes and all such portions shall, within six (6) months, no longer be a part of the Leased Premises or utilized for any purpose granted under the Intergovernmental Contract (including any amendment thereof), with all rights reverting to the benefit of Fulton County free and clear of the obligations of Paragraph No. 13 of the Intergovernmental Contract, and the Intergovernmental Contract (including any amendments) shall be formally amended by both parties to reflect same."

- C. This Amendment to the Intergovernmental Contract shall become effective immediately upon approval of the governing authority of each party.

- D. Any provisions of the September 16, 1998 Intergovernmental Contract not otherwise modified by this Amended Intergovernmental Contract shall remain in full force and effect, and the September 16, 1998 Intergovernmental Contract is incorporated herein by reference as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this Amended

Intergovernmental Contract under their respective seals on the day and date first above written.

FULTON COUNTY, GEORGIA

Name: [Signature]  
Title: Chairman

ATTEST:

Name: [Signature]  
Title: Clerk of the Commission

APPROVED AS TO FORM:

[Signature]  
OFFICE OF THE COUNTY ATTORNEY

CITY OF ROSWELL

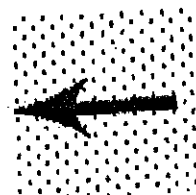
Name: [Signature]  
Title: Mayor

ATTEST:

Name: [Signature]  
Title: City Clerk

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY



MEME

MEM #99-1129, RCM 8/18/99, A.M.-RECESS MEE.

STATE OF GEORGIA  
COUNTY OF FULTON

INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract is made and entered into this 31<sup>st</sup> day of December, 1998, by and between Fulton County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Fulton County"), and the City of Roswell, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, acting by and through its Mayor and Council (hereinafter referred to as "City of Roswell"), witnesseth:

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

Whereas, O.C.G.A. § 36-34-2(5) confers upon the City of Roswell 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, Fulton County and its police department have requested the assistance of the City of Roswell police department as contemplated by O.C.G.A. § 36-69-3, which authorizes extraterritorial cooperation and assistance to local law enforcement agencies, and the Sheriff of Fulton County has approved; and

Whereas, both Fulton County and the City of Roswell are authorized by law to acquire, operate and maintain public parks and recreational facilities; and

Whereas, Fulton County is presently operating the Chattahoochee River Park on Azalca Drive in Fulton County, Georgia; and

Whereas, the City of Roswell is working to acquire a River Walk System from the Cobb County line on the west to a 38-acre tract of land on the east side of Georgia Highway 400; and

Whereas, the City of Roswell has filed an application through the State of Georgia under the River Care 2000 program; and

**EXHIBIT "A"**

Whereas, the leasing of the Chattahoochee River Park and the other Fulton County properties consisting of a total of 80.95 acres as shown on a plat for the City of Roswell by Bates-Long & Associates, dated August 18, 1998 (a copy of which plat is attached hereto as Exhibit "A") would allow the City of Roswell's River Care 2000 project to be expanded to include the entire River Walk System; and

Whereas, the 80.95 acres referenced herein does not include the 14.90 acres being operated as the Chattahoochee Nature Center;

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and between Fulton County and the City of Roswell as follows:

1. Fulton County hereby agrees to lease to the City of Roswell, and the City of Roswell agrees to lease from Fulton County, for a term of 25 years, 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 attached hereto as Exhibit "A" (hereinafter the "Leased Premises").

2. The signage upon the Leased Premises shall reflect that the Leased Premises and other parts of the River Walk System constructed on Fulton County property are joint facilities of the Fulton County Parks and Recreation Department and the City of Roswell Recreation and Parks Department.

3. All citizens of Fulton County shall retain the same ability to use the existing Leased Premises and any future developments on the Lease Premises under the same terms and conditions as enjoyed by City of Roswell residents. The City of Roswell covenants that this provision is material to the contract and that failure to adhere to this requirement shall constitute a default under this contract. Such default, if not cured within 30 days of receipt of written notice of same, shall result in the termination of this contract.

4. 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 the City of Roswell, including utilities, custodial services and security services, if necessary.

5. At the effective date of this contract, the city of Roswell shall assume and be responsible for providing all of the services it provides to areas of the City, including, but not limited to, police, fire, 911, sanitation and street maintenance services, including pothole repair, not only for the Leased Premises but also for the 11.25 acres individually owned and located on Azalea Drive in unincorporated Fulton County, and the 20.77 acres of road right-of-way on Azalea Drive and that portion of Willeo Road located in unincorporated Fulton County, both as shown on the plat attached hereto as Exhibit "A".

6. Fulton County agrees to cooperate with the City of Roswell in making those improvements to the Leased Premises and other areas described in Paragraph 5, above, which improvements have previously been funded by the State of Georgia.

7. The City of Roswell, at its sole expense, shall maintain, repair, develop and patrol the Leased Premises so long as this contract remains in effect.

8. The City of Roswell agrees that, during the initial and any extended term of this contract, the Lease Premises shall be used solely and continuously for dally 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, Fulton County shall have the right to terminate this contract upon thirty (30) days' written notice to the City of Roswell.

9. Either party shall have the right to terminate this contract without cause and for its convenience by written notice to the other party at least four (4) years prior to the effective date of said termination.

10. In addition to any other remedies provided in this contract, either party's failure to comply with a material term or provision of this contract shall constitute an event of default. Such default, if not cured within 30 days of receipt of written notice of same from the non-defaulting party, shall result in the termination of this contract.

11. The consideration for this contract shall be (1) \$1.00 per year paid by the City of Roswell to Fulton County, due and payable on the effective date of this contract and each subsequent anniversary of the effective date as long as this contract remains in effect; (2) the City's agreement to provide the services set forth in Paragraphs 5 and 7, above; and (3) other good and valuable consideration.

12. This contract may be extended for an additional term of 25 years, on the same terms and conditions provided herein, by the City of Roswell's notice to Fulton County of the City of Roswell's intention to extend. Said notice shall be provided to Fulton County no later than two (2) years prior to the expiration date of the original term of this contract.

13. At the end of the initial term of this contract, any extended term of this contract, or upon earlier termination of this contract, title to all improvements, structures, facilities and fixtures in and upon the Leased Premises shall vest in Fulton County. In the event that Fulton County exercises its right to terminate this contract prior to expiration of the initial term or the extended term, as the case may be, pursuant to Paragraph 9 of this contract, Fulton County shall pay to the City of Roswell the then-current fair market value of those improvements, structures, facilities and fixtures in and upon the Leased Premises that were installed or constructed at the City of Roswell's expense during the existence of this contract.

14. All notices hereunder shall be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, by personal delivery against receipt or by overnight delivery by a nationally recognized carrier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

If to Fulton County, to: County Manager  
Fulton County Government  
141 Prior Street, SW  
Atlanta, Georgia 30303

If to City of Roswell, to: City Administrator  
City of Roswell  
38 Hill Street  
Roswell, Georgia 30075

15. This contract may be executed in several counterparts, each of which shall be deemed an original, but all of which constitute but one and the same instrument.

16. This contract shall become effective thirty days after its execution by both of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates written below.

FULTON COUNTY

By: Mitch J. Skandalakis  
Mitch J. Skandalakis, Chairman  
Board of Commissioners of  
Fulton County, Georgia

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 31 DAY  
OF December, 1998.

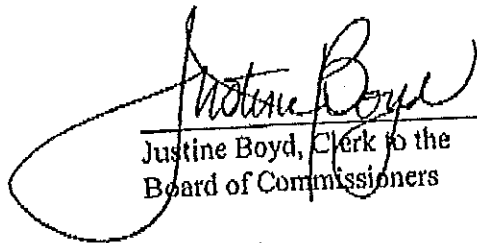
Brenda V. Harris  
NOTARY PUBLIC  
My commission expires:

Notary Public, Fulton County, Georgia  
My Commission Expires Sept. 10, 2003

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

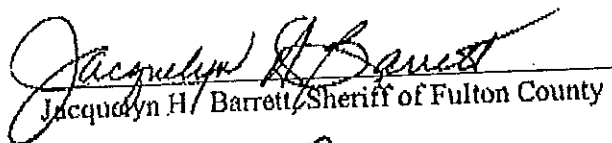


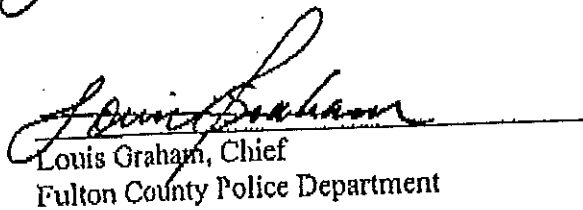
ATTEST:

  
Justine Boyd, Clerk to the  
Board of Commissioners

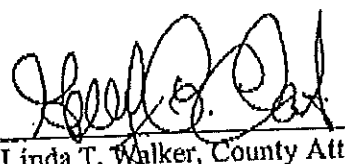
Approved:

ITEM # 1259, RCM 9/16/98, A.M. - RECESS MEET

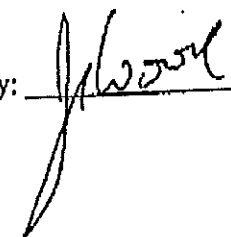
  
Jacquelyn H. Barrett, Sheriff of Fulton County

  
Louis Graham, Chief  
Fulton County Police Department

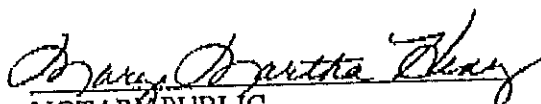
APPROVED AS TO FORM & LEGALITY:

  
for Linda T. Walker, County Attorney

CITY OF ROSWELL

By: 

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 31 DAY  
OF December, 1998.

  
NOTARY PUBLIC  
My commission expires:  
Notary Public, Fulton County, Georgia  
My Commission Expires Dec. 18, 2001

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ATTEST:

G.W. Johnson  
G.W. Johnson, City Administrator

APPROVED AS TO FORM & LEGALITY:

Michael E. Sullivan  
Michael E. Sullivan, City Attorney