

CITY of DUNWOODY COUNCIL PRESENTATION

MAY 24, 2010

OVERVIEW - LIANE LEVETAN PARK at BROOK RUN

PRESENTED BY BROOK RUN CONSERVANCY

BROOK RUN PARK

History

**State of Georgia grants DeKalb County a lease/purchase agreement 4/17/98
(Copy included in Appendix)**

Quitclaim conveys property ownership to County 4/16/2001 (See Appendix)

Key restrictions:

- 1. Property to be used only for parks and recreational activities, public education activities and public cultural activities**
- 2. No less than 70% shall be maintained as urban greenspace**

Dunwoody/North DeKalb citizens involved in protracted effort with County to create a plan for Brook Run

2001 County provides Dunwoody Preservation Trust a \$150,000 grant to pay for development of a Master Plan (MP)

RFP developed and multiple responses received from land use planning companies - EDAW selected to create MP

EDAW creates an extensive 10 year/5 phase MP with estimated hard costs of \$26,000,000 and soft costs of \$11,000,000 (See Appendix)

County BOC unanimously approves plan March, 2003

County Parks & Rec Department designated as implementer of MP

Implementation activities result in:

- Playground**
- Veteran's Memorial**
- Dog Park (exception to MP)**
- Skate Park**
- Selective building demolition**
- Community gardens (exception to MP)**

**County to date has allocated approximately \$15,000,000 to MP work
Approximately \$7,000,000 unspent from 2006 Bond Referendum**

Park name changed to Liane Levetan Park at Brook Run 11/06

BROOK RUN PERSPECTIVE

Master Plan (MP) Comments

A MP exists

The MP has essentially been followed, albeit on a delayed timeline

The existing MP was designed to guide the development of the park into a first class, nature oriented and educational facility:

Develop passive recreational and educational opportunities

Use for community interactions

Protect, enhance, restore environmental resources

Designed for no net loss of trees

Recommend financial resources

General Comments

Funding Needs:

Operational (examples)

Skate park

Water/electrical needs

Minor repairs

Security

Maintenance (examples)

General clean up

Landscaping

Major repairs

Unexpected happenings

Capital – Usage Enhancement

Fencing

Trail rehab/woods clearing

Curbing repair

Roadway repair

On site pervious parking

Playground enhancements

Move sandbox/add awning, benches, activate stream

Capital – Major Projects

Selective added demolition possibilities

Two buildings (Housing C/Bldg 4, barn next to greenhouses, pavilion/wooden play equipment, multi-use fenced court

Theater restoration (after deciding usage potential)

Pavilion replacement

Electrical capacity and access upgrade including lighting

Water access upgrade

Administrative offices (decide on usage potential)

Environmental rehab projects

Stream rehab, asbestos, floor mastic, lead paint, mold, storm water runoff

BROOK RUN PERSPECTIVE

General Comments (cont.)

Other Decision Items:

**Maintenance shop building usage
Skate Park management contract
Theater master HVAC management building future
Electrical distribution box – green lawn area
Small picnic facility/grill – Community Gardens area**

Key Considerations

Operational/Maintenance funding adequacy

Perform basic and necessary “capital items” before extensive new project emphasis

**Ensure that there is a MP to follow for the required/desired development
Should avoid approving a variety of individual projects. This would dissipate the natural assets and financial assets (bond residual), sub-optimize the community usage/enjoyment and compromise the future economic potential**

Suggested Actions

Professional evaluation of current condition of the park and the necessary infrastructure needs

Have a discussion with Ray Strychalski – Dunwoody resident who lead MP development for EDAW and is now with Kimley-Horn and Associates

Create formal relationship with Brook Run Conservancy

May, 2008 City of Dunwoody Planning Task Force

Brook Run Work Group Notes

Grounds Maintenance

Currently (last 1 ½ years) done by North Shop personnel
Includes mow/mulch/blow leaves plus playground and skate park
Formerly landscape management company - \$65,000
Planning - estimate \$80,000 - \$90,000 per year

Sanitation

Trash cans are picked up by County Sanitation Dept.
Planning – negotiate same service or a contracted \$ amount ?

Security

24x7 coverage – one person/vehicle per shift
One round per hour in vehicle/No checking inside buildings
\$112,000 per year (\$13 per hour)
Planning – need more effective coverage estimate \$175,000 - \$200,000

Facilities Maintenance

Veterans Pavilion – no maintenance
3 times per week/contracted cleaning service
Admin Building (1200 sq ft)
North Shop (5000 sq ft)
Athlete's Building (28,000 sq ft)
Skate Park (3000 sq ft)
Theater (cleaned as needed)
Playground Restrooms (500 sq ft)
(currently cleaned by park personnel)
\$1.056 per yr/per sq ft
Square footage 37,700 sq ft
Cost at current rate \$40,000 per year

Planning – current contract price negotiated for all County facilities
several years ago. Need to use current commercial rate to
estimate future cost

HVAC Maintenance

Each building has 1 Chiller (40 tons)/2 boilers

Exceptions:

Theater 100 ton chiller (replaced 2001)

Athlete's Dorm 60 ton chiller (New \$100,000)

Maintenance Building only individual A/C units

Maintenance Contract

County Facilities handles/relatively minimal due to low utilization

Theater is primary

Planning – negotiate rate with County or commercial contractor or use
a per call plan

Fence Maintenance

No formal program

Currently 200-300 feet open in back area/other repair needed

Planning – would hope County would repair back area as part of
current ownership responsibility. Other repairs
are required and need to be planned as one time
expenses.

Utilities

Electrical

Formerly - (3 yrs ago) single meter with maintenance contract
with Georgia Power

Average monthly cost \$9,000

Underground utilities maintenance \$3800

Street lights \$1200

Power \$4000

Currently – Separate meter for each building

No maintenance contract required

Planning – assume lights and power at \$75,000 per year based on
old data and uplift by 20% to accommodate rate
changes and skate park lighting (\$ 90,000)

Water – separate meters/only few buildings being used/minimal cost

Planning – assume \$3000 - \$4000 per year

Gas – one meter/\$1,000 per month

Planning - assume \$12,000 per year and uplift based on anticipated
increased fuel rates

Theater

Heating/air conditioning run continuously to avoid mold

(Note: indications are there may be mold in the basement area)

Capital needs (examples):

Re-do: Lights/sound/rigging/lighting booth/sound & light controls

Quote year ago was \$700,000

Seat replacement/reconfiguration (400 seats est. @ \$300 = \$120,000)

Ticket booth/upgrade restrooms/renovate classrooms

Planning – estimate cost \$1,500,000

(Note: would come from remaining Bond Referendum funds

see below)

Current Pricing:

Auditorium \$270 per day/other rooms \$135 per day

(Note: Money losing rates)

Planning – estimated annual revenue under \$20,000

Dog Park

No actual maintenance

Replace pick up bags periodically

Planning - \$1,000 per year

Skate Park

Skate Park Employees

Manager is a part time and under contract to County

2 Staff Supervisors (\$9 per hr.)

8 Rec. Assistants (\$8 per hr.)

Employees are considered part time max 35 hrs. per week

No benefits

Planning – estimated cost per year \$150,000 - \$200,000

Other Expenses

Facilities Maintenance – see above

Grounds Maintenance – see above

Skating Area clean up – Skate Park staff

Repair work – minimal/patching done by Skate Park staff

Light Replacement – frequency/cost not known. Does require renting
a lift @ estimated cost of \$500 per day

Longer term skate area replacement work should be minimal/ cost
estimate not known

Planning - \$3,000 - \$5,000 per year

Revenue – usage fees/vending machines

First year of operation/only three vending machines

Planning - \$70,000 - \$80,000 per year

Note: Usage fees probably need re-examined/too low compared
to other County fee based facilities considering
amount of time available for use vs. cost

Could possibly add more vending machines or have
a small microwave based concession operation or
and/or have equipment rental/purchase operation.
these could possibly increase revenue, but would also
have incremental expense.

SUMMARY

Expense Planning Range \$525,000 - \$590,000

Assumes better security coverage than currently provided

Does not include HVAC maintenance on a per call or
out sourced maintenance contract.

Does not include general maintenance e.g. fence repairs

Revenue Planning Range \$80,000 - \$100,000

Expanded theater usage, after renovation, could increase

Fee structure at Skate Park could also increase

BROOK RUN CONSERVANCY

History

Organization concept developed 2005

501 (c) (3) status obtained December, 2006

Plan – develop public/private partnership with DeKalb County

Primary Objective – develop private sector funding and work with County staff to cultivate additional sources of public funds to complement County provided funding for capital projects to achieve MP (Focus – major projects)

Current Board of Directors

Bill McCahan – President

Rick Jones – Secretary

Bill Robinson – Treasurer

Bill Goodhew (retired CEO Peachtree Software)

Neal Purcell (retired Vice Chairman KPMG)

Liane Levetan (former DeKalb County CEO)

Status – partnership with DeKalb County unable to be consummated

Plans

Develop public/private partnership with City of Dunwoody

Capital fund raising process

Other Possible Activities:

Spearhead Public Meeting – Master Plan review

Status of MP

Status of park and near term needs

Future defined projects

Revisions to consider

Spearhead Citizens Task Force

Evaluate MP revision options

Conduct charrettes

Develop revision recommendations

Priorities

Funding recommendations –

capital/operational/maintenance

Develop MP alteration recommendations

Public meeting

Council presentation/approval

Expand Board of Directors

Develop Conservancy website

Develop structure for a “Friends of Brook Run” organization

APPENDIX

Original Master Plan Timeline

Lease Purchase Agreement 1998

Quitclaim Deed 2001

IMPLEMENTATION MATRIX
BUDGET ESTIMATES/PROJECTS BY PHASE

	PHASE I (2003-2005) \$827,640	PHASE II (2005-2007) \$842,500	PHASE III (2007-2009) \$36,250	PHASE IV (2009-2011) \$7,145,247	PHASE V (2011-2013) \$3,296,000
	Children's Adventure Garden	Skate Park	Multi-purpose Court		
		Trail System			
		Building 8: Shed/ demo			
		Building 9: Repeat Performance/demo			
		Building 10: Greenhouse/relocate			
ART	\$1,320,000	\$3,890,000	\$350,000		
	Veteran's Pavilion	Building 3: Theater	Picnic Meadows (2 Total) Site work		
	Building 1: Office Classroom	Housing C: Arts house	Housing D: Demo		
	Building 2: Office Classroom	The Great Lawn	Housing E: Demo		
		Band Shell			
NATURE'S WAY	\$2,440,000	\$1,567,500	\$4,650,000	\$7,145,247	\$3,296,000
	Stream Restoration	Picnic Meadows (2 Total) Site work	Housing A: Camp Dormitories A	Interpretive Center	Songbird Aviary
	Building 6: Hospital/demo	Observation Tower	Housing B: Camp Dormitories B <i>DEMO</i>	Treetop Aviaires	Butterfly Gardens
	Building 7: Powerplant/demo	Observation Deck	Building 4: Nature Education Center	Entry Complex	Wildlife Amphitheater
		Stream	Building 5: Maintenance	Wildlife Marsh	Site Furniture/ Graphics
			<i>Some uncertainty</i>	Aviary Phase I sitework	
			<i>RAISED</i>	Rustic Cabins	
				Horticulture Center	
HARD COSTS	\$4,587,640	\$6,300,000	\$5,036,250	\$7,145,247	\$3,296,000
SOFT COSTS	\$1,974,725	\$2,428,500	\$2,093,606	\$2,652,490	\$1,632,440
PHASE BUDGETS	\$6,562,365	\$8,728,500	\$7,129,856	\$9,797,737	\$4,928,440

Please return to:
Miles & Reese, L.L.C.
4360 Chamblee Dunwoody Rd. Suite 400
Atlanta, Ga. 30341
File No. 980039

FILED & RECORDED
DEKALB COUNTY, GA.

MAY 7 12 24 PM '98

CLERK OF SUPERIOR COURT
DEKALB COUNTY, GA.

SHORT FORM LEASE

RECORDED
STATE PROPERTIES COMMISSION

APR 29 1998

009036 zofy

REAL PROPERTY RECORDS

This SHORT FORM LEASE, dated as of April 29, 1998 between THE STATE OF GEORGIA, acting by and through the State Properties Commission and the Georgia Building Authority (Hospital) ("Landlord"), and DEKALB COUNTY, GEORGIA ("Tenant").

W I T N E S S E T H

1. That the Landlord has granted, bargained, leased and conveyed a leasehold estate to Tenant in that certain parcel of improved real estate (the "Property") being in Dekalb County, Georgia, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

2. Said Lease/Purchase Agreement was executed by the parties on April 17, 1998, and is for a primary term (the "Primary Term") of five (5) years, such term to commence on April 17, 1998.

3. Said Lease Agreement provides the Tenant with the option to purchase the Property on or before the end of the Primary Term upon terms more particularly described in said Lease/Purchase Agreement.

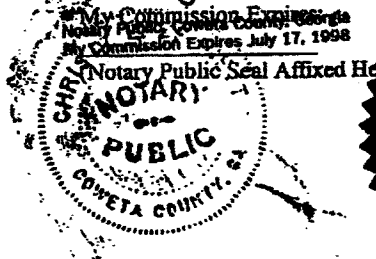
IN WITNESS WHEREOF, the Landlord and Tenant have caused this instrument to be executed on their behalf and their respective seals hereunto affixed as of this 17th day of April, 1998.

LANDLORD:

Signed, sealed and delivered
as to Landlord, in our presence:

Mark H. Cohen
Unofficial Witness

Christy R. Bennett
Official Witness, Notary Public

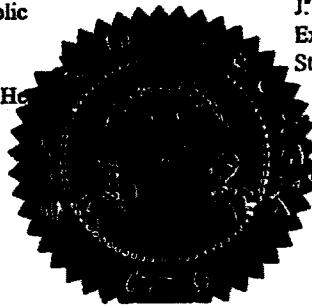


STATE OF GEORGIA
Acting By and Through Its State Properties
Commission

By: Zell Miller (Seal)
ZELL MILLER, Governor, as
Chairman of the State Properties
Commission

Attest: J. Ray Crawford, Jr. (Seal)
J. RAY CRAWFORD, JR.
Executive Director,
State Properties Commission

Commission Seal Affixed Here
The State of Georgia



BOOK 0083 PAGE 301

009036 zofy

Signed, sealed and delivered
as to Landlord, in our presence:

Mark H. Baker

Unofficial Witness

Christy J. Bennett

Official Witness, Notary Public
My Commission Expires:
Notary Public, Coweta County, Georgia
~~My Commission Expires July 17, 1998~~

(Notary Public Seal Affixed Here)



GEORGIA BUILDING AUTHORITY
(HOSPITAL)

By: Zell Miller (Seal)

ZELL MILLER, Governor, as
Chairman of the Georgia Building
Authority (Hospital)

Attest: Luther C. Lewis (Seal)

LUTHER C. LEWIS
Executive Director
Georgia Building Authority (Hospital)

(Seal of the State of Georgia Affixed Here)



Signatures continued on following page

Signed, sealed and delivered
as to Tenant, in our presence:

Thomas J. Moss
Unofficial Witness

Jim B. Silvey
Official Witness, Notary Public
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires October 9, 1998
(Notary Public Seal Affixed Here)

TENANT:

DEKALB COUNTY, GEORGIA

By: Liane Levitan (Seal)
LIANE LEVETAN
Chief Executive Officer

Attest: Michael J. Bell (Seal)
MICHAEL J. BELL
Ex Officio Clerk of the Chief Executive
Officer and the Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Jonathan Weintraub
for Jonathan Weintraub
County Attorney

LEGAL DESCRIPTION

PARCEL NO. 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 333 AND 334 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER COUNTY MONUMENT WITH DESCRIPTION C-081 THENCE NORTH 20 DEGREES 17 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 2,246.12 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT OF WAY OF PEELER ROAD AND THE INTERSECTION OF SAID POINT WITH THE WESTERLY RIGHT OF WAY OF NORTH PEACHTREE ROAD, THIS BEING THE TRUE POINT OF BEGINNING.

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 488.38 FEET AND AN ARC LENGTH OF 627.78 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 28 DEGREES 48 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 157.13 FEET TO AN IRON PIN SET ON THE WESTERLY RIGHT OF WAY OF NORTH PEACHTREE ROAD AND FOLLOWING THE CURVATURE THEREOF.

THENCE SOUTH 33 DEGREES 28 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 123.18 FEET TO A IRON PIN SET.

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 742.83 FEET AND AN ARC LENGTH OF 484.63 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 19 DEGREES 22 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 472.28 FEET TO AN IRON PIN SET.

THENCE SOUTH 01 DEGREES 38 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 186.78 FEET TO AN IRON PIN SET ON THE NORTHERLY RIGHT OF WAY OF BARCLAY DRIVE (80' R/W) AND ON THE WESTERLY RIGHT OF WAY OF NORTH PEACHTREE ROAD, THENCE LEAVING SAID RIGHT OF WAY OF NORTH PEACHTREE ROAD ALONG THE NORTHERLY RIGHT OF WAY OF BARCLAY DRIVE.

THENCE SOUTH 88 DEGREES 44 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 336.88 FEET TO A IRON PIN SET.

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1072.33 FEET AND AN ARC LENGTH OF 1164.67 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 83 DEGREES 27 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 116.61 FEET TO AN IRON PIN SET.

THENCE NORTH 37 DEGREES 45 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 323.32 FEET TO A IRON PIN SET.

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 238.73 FEET AND AN ARC LENGTH OF 232.09 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 37 DEGREES 19 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 55.70 FEET TO AN IRON PIN SET ON THE NORTH RIGHT OF WAY OF BARCLAY DRIVE (80' R/W).

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1072.33 FEET AND AN ARC LENGTH OF 122.09 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 72 DEGREES 47 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 121.02 FEET TO A IRON PIN SET.

THENCE SOUTH 70 DEGREES 18 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 346.48 FEET TO A IRON PIN SET.

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 177.85 FEET AND AN ARC LENGTH OF 288.42 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 30 DEGREES 18 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 244.34 FEET TO A IRON PIN SET.

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 688.07 FEET AND AN ARC LENGTH OF 342.33 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 25 DEGREES 32 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 338.63 FEET TO A IRON PIN SET.

LEGAL DESCRIPTION

PARCEL NO. 1 CONTINUED

THENCE SOUTH 44 DEGREES 15 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 86.35 FEET TO AN 8" 1" C/P PIPE.

THENCE SOUTH 80 DEGREES 47 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 1734.84 FEET TO AN 8" 1" C/P PIPE.

THENCE NORTH 29 DEGREES 34 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 82.72 FEET TO AN 8" 1" C/P PIPE.

THENCE NORTH 01 DEGREES 18 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 204.83 FEET TO A C/M.

THENCE NORTH 01 DEGREES 34 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 204.78 FEET TO AN IRON PIN SET.

THENCE NORTH 00 DEGREES 00 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 304.80 FEET TO A C/M.

THENCE NORTH 01 DEGREES 22 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 488.48 FEET TO A C/M.

THENCE NORTH 01 DEGREES 01 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 388.88 FEET TO A C/M.

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5787.11 FEET AND AN ARC LENGTH OF 383.58 FEET, BEING SUBTENDED BY A CHORD OF NORTH 88 DEGREES 30 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 383.58 FEET TO A C/M.

THENCE SOUTH 80 DEGREES 27 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 334.70 FEET TO A C/M.

THENCE SOUTH 88 DEGREES 28 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 383.88 FEET TO A C/M.

THENCE NORTH 01 DEGREES 22 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 388.88 FEET TO AN 8" 1" C/P PIPE.

THENCE NORTH 75 DEGREES 14 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 413.58 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT OF WAY OF PEELER ROAD, AND FOLLOWING THE CURVATURE THEREOF.

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2387.24 FEET AND AN ARC LENGTH OF 322.53 FEET, BEING SUBTENDED BY A CHORD OF NORTH 82 DEGREES 22 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 321.28 FEET TO A IRON PIN SET.

THENCE NORTH 88 DEGREES 17 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 481.78 FEET TO A IRON PIN SET.

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14822.01 FEET AND AN ARC LENGTH OF 728.08 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 88 DEGREES 28 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 739.08 FEET TO A IRON PIN SET.

THENCE SOUTH 87 DEGREES 55 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 284.17 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF PEELER ROAD (70' R/W) AND THE WESTERLY RIGHT OF WAY OF NORTH PEACHTREE ROAD (70' R/W), AND THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SAID PROPERTY CONTAINS 102.5869 ACRES MORE OR LESS.

LEGAL DESCRIPTION

PARCEL NO. 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 334 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER COUNTY MONUMENT WITH DESCRIPTION C-081 THENCE NORTH 24 DEGREES 28 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 1333.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF BARCLAY DRIVE (80' R/W) AND THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF NORTH PEACHTREE ROAD (70' R/W).

THENCE SOUTH 86 DEGREES 46 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 304.31 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT OF WAY OF BARCLAY DRIVE, THIS BEING THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID RIGHT OF WAY SOUTH 53 DEGREES 45 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 457.71 FEET TO AN IRON PIN SET.

THENCE NORTH 37 DEGREES 44 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 468.88 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT OF WAY OF BARCLAY DRIVE.

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1012.33 FEET AND AN ARC LENGTH OF 42.61 FEET, BEING SUBTENDED BY A CHORD OF NORTH 85 DEGREES 25 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 42.61 FEET TO AN IRON PIN SET.

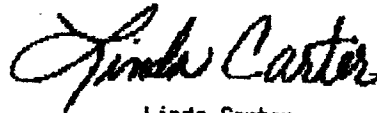
THENCE NORTH 88 DEGREES 45 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 341.4 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SAID PROPERTY CONTAINS 0.0241 ACRES MORE OR LESS.

009036 244

Deed Book 12038 Pg 26
Filed and Recorded Apr-20-2001 03:20pm
2001-0047352
Real Estate Transfer Tax \$0.00



Linda Carter
Clerk of Superior Court DeKalb Cty. Ga.
I AM NOT AN ATTORNEY AND I DO NOT GIVE LEGAL ADVICE

RECORDED
STATE PROPERTIES COMMISSION

APR 16 2001
009472
REAL PROPERTY RECORDS

STATE OF GEORGIA,
COUNTY OF DEKALB

After Filing Please Return To:
County Attorney, DeKalb County, Georgia
The Maloof Building
Law Department, 5th Floor
1300 Commerce Drive
Decatur, Georgia 30030

QUITCLAIM DEED

THIS INDENTURE made and entered into the 16th day of April, 2001, by and between the STATE OF GEORGIA and the GEORGIA BUILDING AUTHORITY (HOSPITAL), jointly acting by and through the State Properties Commission, Suite 204, 1 Martin Luther King, Jr., Drive, SW, Atlanta, Georgia 30334, authorized by Resolution Act 72 (Ga. Laws 1998, Vol. 1, p. 7), as party of the first part, hereinafter called the Grantor, and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is The Maloof Building, 1300 Commerce Drive, Decatur, Georgia 30030, ATTN: Chief Executive Officer, as party of the second part, hereinafter called the Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WHEREAS, in March of 1997 Grantee brought suit against Grantor in the Superior Court of Fulton County, Georgia, the same being Case Number E-67520, to recover allegedly unremitted funds collected pursuant to DeKalb County's Homestead Option Sales Tax, in an amount alleged to be in excess of Thirty Million and NO/100 Dollars (\$30,000,000.00), such case involving O.C.G.A. § 48-8-67; and

WHEREAS, the Grantor has denied, and continues to deny, that there are funds unremitted to Grantee in the amounts alleged or in any amount whatsoever and asserts that at all times its conduct has been reasonable, proper and pursuant to the law; and

WHEREAS, in an Acquisition Agreement dated December 18, 1997, Grantor agreed to rent and sell and Grantee agreed to rent and purchase certain property commonly known as Brook Run under terms and conditions set out in that certain Lease/Purchase Agreement between the Grantor and Grantee dated April 17, 1998; and

WHEREAS, since April 17, 1998, Grantee has faithfully and truly performed its obligations under the Lease/Purchase Agreement and is not in default of any of the provisions thereof; and

WHEREAS, the General Assembly, through Resolution Act 72 (Ga. Laws 1998, Vol. 1, p. 7) authorized the terms of the conveyance to DeKalb County and further granted the State Properties Commission to determine such other consideration and require such other provisions as the State Properties Commission in its discretion deemed to be in the best interests of the State of Georgia; and

WHEREAS, DeKalb County has paid to the State of Georgia in three annual payments an amount in excess of \$3,700,000 toward the purchase price of Brook Run; and

WHEREAS, Grantor and Grantee wish to resolve the issues between them in Civil Action E-67520, Fulton County Superior Court, and Grantor has determined, while denying all liability in that action and settling the action to resolve a disputed matter, that the value of such settlement to the State of Georgia is in excess of the Two Million Three Hundred Ninety Three Thousand Three Hundred Eighty and NO/100 Dollars (\$2,393,380.00) remaining to be paid by Grantee on the purchase price of Brook Run; and

WHEREAS, the State Properties Commission met on the 4th day of April, 2001, and approved this deed.

WITNESSETH THAT:

Grantor, for and in consideration of Grantee's dismissal with prejudice of Civil Action E-67520 in the Superior Court of Fulton County, Georgia, at or before the delivery of this Quitclaim Deed and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the Grantee the following:

PARCEL NO. 1 -

All that tract or parcel of land lying and being in Land Lots 353 and 354 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

Commencing at a Gwinnett County monument with description G-081; thence, N 20°17'59" E for a distance of 2,246.12 feet to an iron pin set on the southerly right-of-way of Peeler Road and the intersection of said point with the westerly right-of-way of North Peachtree Road, this being the TRUE POINT OF BEGINNING; thence, along a curve to the right having a radius of 499.36 feet and an arc length of 157.78 feet, being subtended by a chord of S 28°49'55" W for a distance of 157.13 feet to an iron pin on the westerly right-of-way of North Peachtree Road and following the curvature thereof; thence, S 33°58'47" W for a distance of 62.18 feet to an iron pin set; thence, along a curve to the left, having a radius of 742.85 feet and an arc length of 480.63 feet, being subtended by a chord of S 15°22'38" W for a distance of 472.29 feet to an iron pin set; thence, S 01°38'26" E for a distance of 188.79 feet to an iron pin set on the northerly right-of-way of Barclay Drive (60' R/W) and on the westerly right of way North Peachtree Road, thence, leaving said right-of-way of North Peachtree Road along the northerly right-of-way of Barclay Drive; thence, S 88°44'43" W for a distance of 338.68 feet to an iron pin set; thence, along a curve to the left having a radius of 1,072.33 feet and an arc length of 118.67 feet, being subtended by a chord of S 83°27'11" W for a distance of 118.61 feet to an iron pin set; thence, N 57°45'03" W for a distance of 52.32 feet to an iron pin set; thence, along the arc of a curve to the right having a radius of 238.73 feet and an arc length of 55.82 feet, being subtended by a chord of S 37°19'45" W for a distance of 55.70 feet to an iron pin set on the North right-of-way of Barclay Drive (60" R/W); thence, along a curve to the left having a radius of 1,072.33 feet and an arc length of 121.09 feet, being subtended by a chord of S 72°47'13" W for a distance of 121.02 feet to an iron pin set; thence, S 70°19'33" W for a distance of 545.46 feet to an iron pin set; thence, along the arc of a curve to the left having a radius of 177.65 feet and an arc length of 269.42 feet, being subtended by a chord of S 30°18'16" W for a distance of 244.34 feet; thence, along a curve to the left having a radius of 688.87 feet and an arc

length of 342.13 feet, being subtended by a chord of S 25°52'59"E for a distance of 338.63 feet to an iron pin set; thence, S 44°15'42" E for a distance of 89.35 feet to an IPF 1" CT pipe; thence, S 60°47'20" W for a distance of 1,734.94 feet to an IPF ½" rebar; thence, N 29°54'44" W for a distance of 612.72 feet to an IPF ½" rebar; thence, N 01°15'22" W for a distance of 208.53 feet to a CMF; thence, N 01°34'02" E for a distance of 205.78 feet to an iron pin set; thence, N 00°00'22" W for a distance of 504.80 feet to a CMF; thence, N 01°22'52" E for a distance of 459.45 feet to a CMF; thence, N 01°01'39" W for a distance of 380.16 feet to a CMF; thence, along a curve to the right having a radius of 57,670.11 feet and an arc length of 363.56 feet, being subtended by a chord of N 86°50'54" E for a distance of 363.56 feet to a CMF; thence, S 00°27'21" E for a distance of 334.70 feet to a CMF; thence, S 88°26'24" E for a distance of 363.33 feet to a CMF; thence, N 01°22'33" E for a distance of 388.18 feet to an IPF ½" rebar; thence, N 75°14'43" E for a distance of 415.55 feet to an iron pin set on the southern right-of-way of Peeler Road, and following the curvature thereof; thence, along a curve to the right having a radius of 2,187.04 feet and an arc length of 522.53 feet, being subtended by a chord of N 82°22'26" E for a distance of 521.29 feet to an iron pin set; thence, N 89°13'06" E for a distance of 461.79 feet to an iron pin set; thence, along a curve to the right having a radius of 14,822.01 feet and an arc length of 739.08 feet, being subtended by a chord of S 89°21'12" E for a distance of 739.00 feet to an iron pin set; thence, S 87°55'28" E for a distance of 264.17 feet to a point on the southerly right-of-way of Peeler Road (70' R/W) and the westerly right-of-way of North Peachtree Road (70' R/W) and the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said Parcel No. 1 contains 102.5569 acres, more or less.

and PARCEL NO. 2—

All that tract or parcel of land lying and being in Land Lot 354 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

Commencing at a Gwinnett County monument with description G-081; thence, N 24°28'13" E for a distance of 1,333.09 feet to a point on the southerly right-of-way of Barclay Drive (60'R/W) and the intersection of the westerly right-of-way of North

Peachtree Road (70' R/W); thence, S 88°45'22" W for a distance of 304.91 feet to an iron pin set on the southerly right-of-way of Barclay Drive, this being the TRUE POINT OF BEGINNING; thence, leaving said right-of-way S 53°45'07" W for a distance of 114.14 feet to an iron pin set; thence, N 57°44'59" W for a distance of 45.09 feet to an iron pin set on the southerly right-of-way of Barclay Drive; thence, along a curve to the right having a radius of 1,012.33 feet and an arc length of 42.61 feet, being subtended by a chord of N 85°25'00" E for a distance of 42.61 feet to an iron pin set; thence, N 88°45'23" E for a distance of 34.14 feet to the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.
Said Parcel No. 2 contains 0.0241 acres more or less.

This conveyance is made upon the following conditions:

1. The above-described property shall be used only for parks and recreation purposes, public education purposes, and public cultural purposes, or any combination thereof by DeKalb County, but any assignee of DeKalb County is limited to one of the specified uses and not a combination of uses.
2. No less than seventy percent (70%) of the above-described property shall be maintained as urban greenspace.
3. The above-described property, neither as a whole nor any subdivided portion, may be sold, leased, licensed or otherwise assigned without the expressed written consent of the Georgia State Properties Commission, which consent shall be given or not in the sole and absolute discretion of the State Properties Commission. Any sale, lease, license or other assignment made without the consent of the State Properties Commission shall be void *ab initio*. This provision shall not prohibit the County's allowing other parties to use the above-described property, or any portion thereof, on a short term basis, but only as a part of the County's use of the Property for parks and recreation purposes, public education purposes, public cultural purposes, or any combination thereof.
4. The Grantee, its successors and assigns, are responsible for all necessary licenses and permits for the construction and implementation of the approved conceptual plan attached as Exhibit "C" to the December 18, 1997, Acquisition Agreement between Grantor and Grantee, including, but not limited to, that portion which may lie within the

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