



MEMORANDUM

To: Mayor and City Council
From: Warren Hutmacher, City Manager
Date: February 11, 2013
Subject: **Approval of an Intergovernmental agreement by and between the City of Dunwoody and DeKalb County regarding leasing DeKalb County Fire Station #12**

ITEM DESCRIPTION

A lease agreement between the City and DeKalb County for the property on Roberts Drive in Dunwoody housing DeKalb County Fire Station #12.

BACKGROUND

The City acquired the land and building housing DeKalb County Fire Station #12 in 2010. The City wishes to lease back the Fire Station property to DeKalb County. The County operates the Fire Station as a county-wide service to all participants in the DeKalb County Fire Special Tax District. Dunwoody is a current participant.

ANALYSIS

The City of Dunwoody will retain title to the entire property in question. The lease will be at no charge to the County. The County is responsible for all maintenance and repairs of the property leased to them. The term is for 50 years and there are mutual clauses for termination for cause or convenience upon 180 days notice.

RECOMMENDED ACTION

City Council approves an Intergovernmental Lease Agreement with DeKalb County for the DeKalb County Fire Station #12 on Roberts Drive in Dunwoody.

AN ORDINANCE ADOPTING AND AUTHORIZING AN INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN THE CITY OF DUNWOODY AND DEKALB COUNTY FOR LEASE OF FIRE STATION IN DUNWOODY PARK

WHEREAS, the City of Dunwoody owns and operates Dunwoody Park, composed of 1.485 acres of parkland the City purchased from DeKalb County in 2010; and

WHEREAS, Fire Station #12, a fire station operated by DeKalb County for delivery of fire and rescue services for the citizens of the City of Dunwoody, is located in Dunwoody Park, and is an improvement that the City desires for the County to continue to operate in conjunction with its fire and rescue services; and

WHEREAS, the City wishes to Lease to the County, and the County wishes to Lease from the City, pursuant to the Intergovernmental Lease Agreement attached hereto and incorporated herein by reference, said fire station to continue the operation of fire and rescue services by the County; and

WHEREAS, the City and the County are empowered to enter into an Intergovernmental Lease Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years; and

WHEREAS, Section 2.10 of the City Charter requires that any leases that encumber City of Dunwoody land be authorized by Ordinance.

THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DUNWOODY AS FOLLOWS:

Section 1. That the Intergovernmental Lease Agreement between the City of Dunwoody and DeKalb County, for Fire Station #12 as described above and located in Dunwoody Park is hereby authorized and approved in materially identical form as attached hereto and incorporated herein.

Section 2. That the Mayor, City Manager and City Attorney are hereby authorized to execute all applicable and appropriate documents to effectuate the execution of said Intergovernmental Lease Agreement and to deliver an executed copy to the offices of the DeKalb County CEO and/or County Attorney.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2013-XX-XX

SO ORDAINED AND EFFECTIVE, this ____ day of _____, 2013.

Approved:

Michael G. Davis, Mayor

ATTEST:

Sharon Lowery, City Clerk

(Seal)

APPROVED AS TO FORM:

Acting City Attorney

October 29, 2012

STATE OF GEORGIA
COUNTY OF DEKALB

INTERGOVERNMENTAL LEASE AGREEMENT

THIS INTERGOVERNMENTAL LEASE AGREEMENT, (hereinafter referred to as "Agreement"), is made and entered into effective this ____ day of _____, 2012, by and between the **CITY OF DUNWOODY**, as Lessor, a municipality of the State of Georgia (hereinafter referred to as "City") and **DEKALB COUNTY, GEORGIA**, as Lessee, a political subdivision of the State of Georgia, (hereinafter referred to as "County").

WHEREAS, the City is the owner of certain real property, more particularly described in Exhibit "A" attached hereto and incorporated herein (hereinafter "Property"); and

WHEREAS, the improvements located on the Property consist of a certain fire station (hereinafter the "Fire Station # 12") (Property and Fire Station # 12 hereinafter collectively, the "Leased Premises"; and

WHEREAS, the County provides Fire and Rescue Services to citizens of the County and the City through a previously adopted Intergovernmental Agreement funded by a fire prevention millage rate; and

WHEREAS, the City wishes to lease the Leased Premises to the County for its continued use to provide Fire and Rescue Services; and

WHEREAS, the City and the County have duly approved this Agreement at public meetings; and

WHEREAS, the City and the County are empowered to enter into this agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years.

NOW, THEREFORE, for and in consideration of the sum of fifty dollars (\$50.00) and for other good and valuable consideration, in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.
PROPERTY LEASED

For and in consideration of the mutual promises and of the terms and conditions hereinafter set forth to be kept by the County, the City hereby grants and leases to the County, the Leased Premises and the County does hereby take and lease the Leased Premises from the City, on the promises and on the terms and conditions hereinafter set forth. This Agreement creates the

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relationship of the City as landlord and the County as tenant between the parties hereto, and no estate shall pass from the City to the County under this Agreement. The County has, by virtue of this Agreement, only a usufruct as that word is set forth and used in O.C.G.A. Ch. 44-7.

2.

TERMAND EXTENSIONS

2.1 This Agreement shall be for an initial term commencing on the date hereof and ending at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on December 31, 2012 (the "Initial Term"), unless sooner terminated as hereinafter provided.

2.2 Should the County cease to utilize the Leased Premises to provide Fire and Rescue Services for a period of one-hundred and twenty (120) days, or be otherwise abandoned, this Agreement shall terminate instanter, unless the County resumes the use of the Leased Premises within thirty (30) days after written notice of such deemed abandonment is delivered by the City to the County

2.3 Pursuant to O.C.G.A. Section 36-60-13, the term of this Agreement shall automatically renew each year for additional one (1) full calendar year (the "Successive Terms") through December 31, 2062, unless sooner terminated as hereinafter provided. These Successive Terms shall be upon all of the same terms, covenants and conditions of this Agreement then applicable. The Initial Term and each Successive Term is referred to herein as, the "Term."

3.

RENT

The County agrees to pay the City, at the below-stated address a total fixed rental equal to \$50.00 payable on the date hereof for the Term of this Agreement, inclusive of all Successive Terms. In the event this Agreement is terminated for any reason, the County shall not be entitled to the return of any portion of the total fixed rental from the City.

4.

OCCUPANCY AND USE OF PREMISES

The County shall use the Leased Premises solely for the purposes herein set forth and for the purpose of providing Fire and Rescue Services to the citizens of the County, including County citizens residing in the City. The County's use of the Leased Premises shall be subject to and in accordance with the existing and future applicable rules, regulations, and policies of the County, the City and any applicable Federal, State or Local Law or Regulation. Without limitation of the foregoing, the County shall not: (a) use the Leased Premises for any illegal purpose, or for any purpose inimical to the health, safety and welfare of the public; (b) commit, or suffer to be committed, any waste in or on the Leased Premises; (c) create, or permit to be created, any nuisance in or on the Leased Premises; (d) use the Leased Premises for any use other than a governmentally operated public safety and health facility; (e) change the scope and character of the current use of the Leased Premises; or (f) make any alternations, additions or improvements without the prior written consent of the City, which consent shall not be unreasonably delayed or conditioned. The County expressly covenants and agrees that it will not permit the Leased Premises to be used by a

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non-governmental person or for any use that constitutes "private use" under Section 141 of the Internal Revenue Code without the prior written consent of the City.

5.

OPERATIONS, MAINTENANCE AND ACCESS FOR INSPECTIONS

The County shall pay for all water, sewer, electrical, waste disposal, and other utility services provided to the Leased Premises, along with the cost of all necessary maintenance and upkeep. The County shall, at its own expense, maintain and keep the Leased Premises in a state of repair consistent with its state of repair on the date hereof, throughout the Term(s) of this Agreement and shall also maintain the lawn, trees and all landscaping consistent with County policy for the exterior maintenance of other County buildings. The City shall have the right to access the Leased Premises at reasonable hours and upon reasonable prior notice to the County's fire chief for any reasonable purpose, including, without limitation, the following purposes: (a) to exhibit the same to present or prospective mortgagees, lessors or purchasers during the Term of this Agreement, or (b) to inspect the Leased Premises. In connection with any such access and inspection, the City shall use reasonable efforts (i) not to interfere with the County's use or possession of the Leased Premises in a material and adverse manner; and (ii) to protect the County and the County's agents, employees, contractors and invitees, together with the County's equipment and other personal property from injury, damage or destruction. Further, the City must, in all circumstances, be accompanied by a designated DeKalb County employee at all times during any such inspection. The City acknowledges that it may not, at certain times, be allowed access to all parts of the Leased Premises due to safety reasons.

6.

COVENANT OF QUIET ENJOYMENT

The City covenants that the City is the holder of a fee simple interest in and to the Leased Premises. The City agrees that the County, upon paying the rents and keeping all the stipulations, provisions, covenants, terms, agreements and conditions herein contained, shall subject to the terms and conditions of this Agreement, lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Leased Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for an during the term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the City.

7.

CAPITAL IMPROVEMENTS, MAJOR REPAIRS, APPROVAL OF PLANS

Neither the County nor the City is required to make any kind of capital improvement or major repair to the Leased Premises. In this Agreement, the term "major repair" means any repair exceeding three thousand dollars (\$3,000.00) in cost to the County or the City. Each party may decide in its sole discretion to undertake a capital improvement or major repair, but neither party is required to do so. All plans for capital improvements or major repairs shall be subject to the approval of the City. Any construction, major repairs, or capital improvements to the Leased Premises by the County, or its employees, officers or agents shall conform to "state minimum standard codes", as defined in O.C.G.A. Title 8, Part 2, entitled "State Building, Plumbing, Electrical, Etc., Codes" and shall have all plans permitted though the City. Any construction, major repair, or

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capital improvement shall be inspected for code compliance by the City in the same manner as any other commercial building in the City.

8.
TERMINATION

Either party may terminate this Agreement upon written notice to the non-terminating party, at least one hundred eighty (180) days prior to the expiration of the then existing Term. At the time of termination, all improvements made upon the Leased Premises by the County shall become property of the City. Those items not considered to be fixtures on the property, including but not limited to fire engines, cars, trucks, fire and rescue equipment, fire and rescue gear, computers, or furniture shall remain the property of the County.

9.
NO ASSIGNMENT OR SUBLETTING

The Leased Premises is leased for the sole use of the County, to be used under the terms of this Agreement, and for the purpose of providing Fire and Rescue services, and this Agreement is not to be assigned, sublet or otherwise made available to third parties without the express written consent of the City.

10.
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

The City and the County shall, at all times, obey and be in strict compliance with all applicable federal, state or local laws, regulations and ordinances.

11.
INSURANCE

The County shall maintain a fire and all risks hazard insurance coverage upon the Leased Premises, such insurance to be in an amount not less than the full replacement value of Fire Station # 12. 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, the County shall notify the City immediately. If at any time during the Term of this Agreement, Fire Station # 12 is totally destroyed by storm, fire, lightning, earthquake or other casualty, this Agreement shall terminate as of the date of such destruction. If Fire Station # 12 is damaged, but not wholly destroyed by any of such casualties, the County shall pay the deductible and the City shall restore Fire Station # 12 to substantially the same condition as existed before such casualty as promptly as practicable; provided, however, that if the damage shall be so extensive that the same cannot be reasonably repaired and restored within sixty (60) days from the date of the casualty or if the County determines that its use Fire Station # 12 will be materially adversely affected due to such damage, the County may terminate this Agreement by giving written notice to the City within sixty (60) days from the date of such casualty.

12.
DEFAULT BY THE COUNTY

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If the County defaults in the performance or observance of any provision of this Agreement which is required to be kept by the County, notwithstanding whether such event of default be monetary or nonmonetary in nature, and remains in default for thirty (30) calendar days after the date of service of notice of such default by the City; the City may, but only during the continuance of such default, proceed to terminate the Agreement and the County's rights thereunder.

13.

CONDITIONS OF LEASED PREMISES

The County accepts the Leased Premises in its "as is" condition. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CITY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND TO THE COUNTY REGARDING THE CONDITION OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION, AS TO THE PRESENCE OR SUSPECTED PRESENCE OF HAZARDOUS WASTE OR SUBSTANCES ON, ABOUT OR, UNDER THE PROPERTY, OR THE FITNESS OR SUITABILITY THEREOF OF ANY PART THEREOF IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES OR USES OF THE COUNTY. THE COUNTY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CITY HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, AS TO THE LEASED PREMISES. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE LEASED PREMISES ARE BEING LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS.

14.

SUBJECT TO LIEN

It is understood and agreed that this Agreement shall at all times be subject and subordinate to any liens, restrictions and covenants upon the Leased Premises and the entirety of the property as herein described on which it resides.

15.

ENVIRONMENTAL

The County, at its sole cost, shall comply with all laws related to the use and disposal of hazardous substances (as defined by such laws) on the Leased Premises to the extent that such laws apply to the County's occupancy and/or use of the Leased Premises, after the commencement of this Agreement. The County shall defend, indemnify and hold the City harmless, to the extent permitted by law, from any and all claims, costs, damages and liabilities, to the extent permitted by law, including reasonable attorney's fees and costs, as well as reasonable costs of any removal, cleanup and restoration work and materials mandated or required by any government agency having jurisdiction, resulting from the County's violation of, or failure to comply with, any such laws, and which relates to any condition caused by the County which occur during the term of this Agreement. The County's obligations hereunder shall survive the termination of this Agreement. The City shall remain liable for, and shall defend, indemnify and hold the County harmless, to the extent permitted by law, from and against all claims, costs, damages and liabilities, including reasonable attorney's fees

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and costs, as well as reasonable costs of any removal, cleanup and restoration work and materials mandated or required by any governmental agency having jurisdiction, resulting from the City's violation of, or failure to comply with, any such laws, and which relates to any condition caused by the City which occurred prior to the term of this Agreement. The City's obligations hereunder shall survive the termination of this Agreement. As used in this Agreement, the term "hazardous substance" means: (A) any substance designated pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. Section 1321(b)(2)(A)]; (B) any element, compound, mixture, solution or substance designated pursuant to Section 102 of CERCLA [42 U.S.C. Section 9602]; (C) any hazardous waste having the characteristics identified under or listed pursuant section 3001 of the Solid Waste Disposal Act [42 U.S.C. Section 6921](but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by Act of Congress); (D) any toxic pollutant listed under Section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. Section 1317(a)]; (E) any hazardous air pollutant listed under Section 112 of the Clean Air Act [42 U.S.C. Section 7412]; and (F) any imminently hazardous chemical substance or mixture with respect to which the U.S. E.P.A. or similar state government entity has taken action pursuant to Section 7 of the Toxic Substance Control Act [15 U.S.C. Section 2606] and any hazardous substance pursuant to CERCLA [42 U.S.C. Section 9601, et. seq.].

16.

WAIVER OF SUBROGATION

The City and the County shall each have included in all policies of fire, extended coverage, business interruption and loss of rents insurance respectively obtained by them covering the Leased Premises, as well as contents therein, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by the primary insured. To the full extent permitted by law, the City and the County each waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained under this Agreement by the party seeking recovery.

17.

NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices," required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice) and the original of said notice shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given. On the date hereof, notices shall be addressed as follows:

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If to the County:

Executive Assistant
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-2116, Facsimile number

With a copy to:

County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3024, Facsimile number

If to the City:

City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

With a copy to:

City Attorney
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

18.
TIME OF THE ESSENCE

Time is of the essence of this Agreement.

19.
HOLDING OVER

The County shall not use and shall promptly vacate possession of the Leased Premises upon the expiration or any termination of the term of this Agreement. Any holding over or continued use or occupancy of the Leased Premises by the County after the expiration or termination of the term of this Agreement, without consent of the City, shall not constitute a tenancy-at-will in the County, but the County shall be a tenant-at-sufferance and shall be required to vacate the Leased Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law and in no event, without a new written Agreement, shall the occupancy extend beyond 50 years.

20.
NO JOINT VENTURE

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Nothing contained in this Agreement shall make, or be construed to make, the City or the County partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either the City or the County liable to a third party for the debts or obligations of the other.

21.
NON WAIVER

No failure of either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this 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 Agreement.

22.
RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Agreement upon the City and the County shall be cumulative of, but not restricted to, those given by law.

23.
SEVERABILITY

If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or enforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

24.
BINDING EFFECT

Each of the terms and conditions of this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto and to their successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case specifically expressed. Notwithstanding the foregoing, nothing in this Agreement shall be construed as being binding on any future governing authorities of DeKalb County to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983.

25.
INTERPRETATION

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Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the 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.

26.
GEORGIA AGREEMENT

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia.

27.
SECTION HEADINGS

The brief headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.

28.
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but 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.

29.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the City and the County and constitutes the full, complete and entire agreement between the City and the County with respect to the Leased Premises and the County's use and occupancy thereof; no member, officer, employee, representative or agent of the City or the County 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 Agreement. No modification or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by the Mayor of the City and the Chief Executive officer of the County and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the City and the County, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

#L.1.

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[SIGNATURES ON FOLLOWING PAGES]**

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CITY:

CITY OF DUNWOODY, GEORGIA

By: _____(SEAL)
Michael G. Davis, Mayor

Attest: _____
Sharon Lowery, City Clerk
(SEAL)

Approved as to form: _____
Acting City Attorney

(Signatures continued on following page)

October 29, 2012

COUNTY:

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
W. Burrell Ellis, Jr.
Chief Executive Officer

Attest: _____
Barbara H. Sanders, CCC
Clerk to the Board of Commissioners
and the Chief Executive Officer

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Viviane H. Ernstes
Chief Assistant County Attorney

Eddie O'Brien
Fire Chief

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Exhibit A
Legal Description of the Property

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 376 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, commence at the southeast corner of said Land Lot 376, which is the corner common of Land Lots 366, 367, 375, and 376 of said district, and running thence in NAD83 Georgia West State Plane coordinate system, North 01 degree 53 minutes 57 seconds East for a distance of 526.30 feet along the easterly margin of Land Lot 376 to a point; thence, North 14 degrees 06 minutes 57 seconds East for a distance of 688.60 feet along said lot line to a point; thence leaving said land lot line, proceed North 87 degrees 49 minutes 17 seconds West for a distance of 2260.66 feet to a point on the southeasterly right-of-way line of Roberts Drive (right-of-way width varies); thence, North 13 degrees 07 minutes 11 seconds East for a distance of 71.97 feet along last said right-of-way line to a capped 1/2-inch rebar set and the True Point of Beginning.

From the True Point of Beginning, as thus established, continuing along said southwesterly right-of-way line of Roberts Drive, proceed North 13 degrees 07 minutes 11 seconds East for a distance of 232.22 feet to a capped 1/2-inch rebar set; thence, leaving said right-of-way line, proceed South 83 degrees 41 minutes 37 seconds East for a distance of 84.21 feet to a capped 1/2-inch rebar set; thence North 12 degrees 34 minutes 19 seconds East for a distance of 19.58 feet to a capped 1/2-inch rebar set; thence South 81 degrees 08 minutes 31 seconds East for a distance of 67.11 feet to a capped 1/2-inch rebar set; thence South 18 degrees 16 minutes 09 seconds West for a distance of 21.35 feet to a capped 1/2-inch rebar set; thence South 66 degrees 34 minutes 54 seconds East for a distance of 24.64 feet to a point; thence South 55 degrees 15 minutes 28 seconds East for a distance of 19.48 feet to a capped 1/2-inch rebar set; thence North 11 degrees 33 minutes 53 seconds East for a distance of 15.58 feet to a capped 1/2-inch rebar set; thence South 78 degrees 15 minutes 21 seconds East for a distance of 39.28 feet to a capped 1/2-inch rebar set; thence North 45 degrees 30 minutes 40 seconds East for a distance of 36.75 feet to a capped 1/2-inch rebar set; thence South 12 degrees 05 minutes 58 seconds West for a distance of 164.80 feet to a capped 1/2-inch rebar set; thence South 00 degrees 36 minutes 05 seconds West for a distance of 75.47 feet to a capped 1/2-inch rebar set; thence North 88 degrees 15 minutes 56 seconds West for a distance of 236.99 feet to a capped 1/2-inch rebar set; thence North 79 degrees 35 minutes 16 seconds West for a distance of 17.10 feet to a capped 1/2-inch rebar set; thence along a curve to the right having a radius of 35.67 feet and an arc length of 20.00 feet, said arc being subtended by a chord with a bearing of North 63 degrees 31 minutes 31 seconds West and a length of 19.74 feet, to a capped 1/2-inch rebar set and THE TRUE POINT OF BEGINNING.

Containing within said bounds 1.485 acres (64,676 square feet) more or less as more particularly shown on that certain Survey Plat for DeKalb County Dunwoody Park prepared by Ronnie Joiner, RLS #2488, Moreland Altobelli Associates, Inc. dated September 17, 2010.