Coldwell Banker 🖸
RESIDENTIAL BROKERAGE

ADDITIONAL PAGE "_A____"

to Purchase and Sale agreement

A.
Georgia REALTOR'S

2019 Printing

This additional page is a continuation of Purchase and Sale Agree	ementdated 11/22/2019	
for the Property known as 4565 Dellrose Drive and 2371 N. Peachtree Way, Dunwoody, GA 30338		
1. The parties acknowledge, understand and agree that the Buyer intends to utilize the Property as a public park ("Park"). At no time shall the Park shall contain more than twenty 20 parking spaces inclusive of handicap parking spaces and/or spaces required under the Americans with Disabilities Act ("ADA"). After the closing of the subject transaction ("Closing"), Buyer shall engage a design team to create a design of the Park. The design for the Park shall be similar to the design of Windwood Hollow Park located in the City of Dunwoody at 4865 Lakeside Drive ("Windwood Hollow Park") as of the date of this Agreement. The Buyer shall host a public meeting at the Park to gather input during the design process to insure that the Seller has an opportunity to provide input as to the design. Buyer shall be required to give at least two (2) weeks notice of the referenced meeting to Seller.		
2. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires the operating hours of the Park to begin no earlier than 7 am and run no later than dusk and a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires the operating hours of tennis courds located on the Property to begin no earlier than 1 am and run no later than dusk and a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that the lights on the tennis courts shall be used only from dusk until 9 pm on any given day. Notwithstanding the foregoing to the contrary, the Seller may request to the Buyer that the tennis court lights be turned off at a time prior to 9 pm. The Buyer shall fully review and consider such a request from Seller and take such action if deemed necessary in the disoretion of Buyer. Further, the limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer shall keep affects. The seller and take such action if deemed necessary in the disoretion of Buyer. Further, the limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer shall keep affects as well as maintain and keep in good repair the Park and the Property with a quality equal to the quality of the Property, equipment and facilities that exist in Windwood Hollow Park as of the date of this Agreement.		
3. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires that the Property shall contain no more than two (2) tennis courts and that the Atlanta Lawn Tennis Association, or any such similar group or association, shall not be permitted to use the tennis courts. Further, the limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires filled warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that Buyer shall markets in good repair any tennis courts and related tennis court installations on the Property including without limitation the tights, court surfacing and fending the tennis courts. Notvithslanding the foregoing to the contrary, beginning on the date that is ten (10) years from the Closing, Buyer shall have the right to remove tennis courts from the Park in the discretion of Buyer. Buyer hereby agrees to renovate the tennis courts within one (1) year of the Closing date.		
4. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/con that the Park/Property contain separate/different playgrounds for toddlers and older children, which playgrounds Hotlow Park as of the date of this Agreement.		
5. Within 5 years from the Closing, the Buyer agrees to put in place on the Property a restroom similar in size, ki limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/r Property shall contain the referenced restroom within the referenced timeframe.		
6. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires that the Property shall contain pet waste disposal cans with bags, a water fountain and a book bin at the front of the Park similar to the book bin at Brooke Run Park located in the City of Durnwoody at 4770 North Peachtree Road.		
7. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that the Buyer shall not subdivide or sell the Property without the written approval of the Seller or Seller's successor entity. Provided, however, the Seller acknowledges that a portion of the Property around the pond shall be conveyed to the Kingsley Lake Community Association.		
8. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires that the Buyer shall not host City-sponsored planned events or contain any playground equipment or attractions other than customary playground equipment similar to the playground equipment at Windwood Hollow Park as of the date of this Agreement without the written approval of the Seller, including without limitation a splash park, band, theater or anything that will attract too much traffic and attention. Notwithstanding the foregoing to the contrary, the Buyer shall be allowed to be a grand opening or ribbon cutting certain ceremony for the Park as well as events promoting upgrades to the tennis courts and/or playground equipment.		
9. The limited warranty deed executed at Closing conveying the Property shall contain a covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires that the Buyer shall place and maintain in good condition and repair a "No Solicitation" sign by the front of the Park.		
10. The Buyer agrees to create walking paths within the Property/Park that connect the neighborhoods commonly known as Waterford II and Kingsley.		
11. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires that signage for the Park shall only appear directly in front of the Park. The location of any Park signage must be approved in writing by the Seller.		
12. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that requires that the parking lot for the Park/Property shall be a gravel parking lot, with the exception of spots required by the ADA, set in a natural setting, similar to the parking lot located at the		
Donaldson-Bannister Farm property in the City of Dunwoody at 4831 Chamblee-Dunwoody Road as of the date of this Agreement.		
13. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that the Park/Property shall maintain current safety features and equipment as that term evolves including without limitation cameras and license plate readers.		
14. The limited warranty deed executed at Closing conveying the Property shall contain a perpetual covenant/condition/restriction that shall run with the land and bind the successors or assigns of the Buyer that Buyer shall neither offer any park paylion at the Park for rent, or rent any park paylion at the Park shall be on a first-come, first-serve basis on a daily basis. Buyer shall not allow any park paylion at the Park shall be reserved to use by any party for any purpose ahead of a particular date/day. Notwithstanding the foregoing to the contrary, the Seller as well as Seller's successors or assigns shall have in a right to reserve the park paylion at the Park shall be entitled to so reserve the park paylion as far ahead of a particular date/day. Notwithstanding the foregoing to the contrary, the Seller as well as Seller's successors or assigns shall have in the right to reserve the park paylion at the Park at no charge as many as six (6) times in a calendar year ahead of a particular date/day. Seller shall be entitled to so reserve the park paylion as far ahead of a particular date/day as desired.		
15. Notwithstanding the above, the parties agree that it is not prudent or feasible due to the operational nature of the above covenants for said covenants to run with the land in perpetuity without the ability to modify the infrastructure or repurpose the property. Accordingly, the above covenants shall expire January 1, following the twenifeth (20th) anniversary from the date of the Closing. Such provision shall be incorporated into the Limited Warranty Deed. Moreover, the portions of the covenants in Stipulations 7., 8. And 11. herein that require the approval or consent of the Seller shall automatically terminate should the seller fail to be maintained as an active corporation under the laws of the State of Georgia and such inactivity continues for six (6) consecutive months or longer.		
16. The Seller acknowledges that this Agreement shall be executed by the City Manager on behalf of the Buyer. However, such signature is subject to the ratification and approval of the Agreement by the City Council of Durwoody, Georgia prior to this Agreement becoming a binding obligation of the City of Durwoody.		
17. All of the items in this Agreement shall survive Closing.		
Buyer's/Tenants Initials:	Seller's/Landlord's Initials: <u><i>tH-AwNA</i></u> Listing Broker's Initials: <u><i>KB</i></u>	
Selling/Leasing Broker's Initials	Listing Broker's Initials:	
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