



ADDITIONAL PAGE " A "

to Purchase and Sale agreement



2019 Printing

This additional page is a continuation of Purchase and Sale Agreement dated 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")... 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... 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... 4. 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 Park/Property contain separate/different playgrounds for toddlers and older children... 5. Within 5 years from the Closing, the Buyer agrees to put in place on the Property a restroom similar in size, kind and quality to the restroom located in Windwood Hollow Park... 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... 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... 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... 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... 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... 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 pavilion at the Park for rent, or rent any park pavilion at the Park to any party... 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... 16. The Seller acknowledges that this Agreement shall be executed by the City Manager on behalf of the Buyer... 17. All of the items in this Agreement shall survive Closing.

Buyer's/Tenants Initials: [Signature]

Seller's/Landlord's Initials: TH-PWNA

Selling/Leasing Broker's Initials: (or Broker's Affiliated Licensee)

Listing Broker's Initials: RB (or Broker's Affiliated Licensee)

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH ROBIN BLASS IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.