

**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
PLAY	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 Avianes	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
				Aviary Phase I sitework	
			<i>CONCURRENCY</i>	Rustic Cabins	
			<i>REMOVED</i>	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

MAY 7 12 24 PM '98

CLERK OF SUPERIOR COURT  
DEKALB COUNTY, GA.

RECORDED  
STATE PROPERTIES COMMISSION

APR 29 1998

009036 204

REAL PROPERTY RECORDS

SHORT FORM LEASE

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

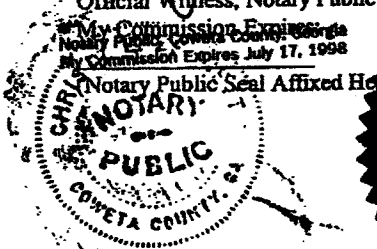
Unofficial Witness

Christy R. Bennett

Official Witness, Notary Public

My Commission Expires  
Notary Public, Dekalb County, Georgia  
My Commission Expires July 17, 1998

Notary Public Seal Affixed Here



STATE OF GEORGIA  
Acting By and Through Its State Properties  
Commission

By: [Signature] (Seal)  
ZELL MILLER, Governor, as  
Chairman of the State Properties  
Commission

Attest: [Signature] (Seal)  
J. RAY CRAWFORD, JR.  
Executive Director  
State Properties Commission

Commission Seal Affixed Here

the State of Georgia



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

Mark H. Miller

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:

Emme J. Moss  
Unofficial Witness

Jim B. Dilley  
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 A 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 486.38 FEET AND AN ARC LENGTH OF 867.78 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 28 DEGREES 40 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 157.13 FEET TO A 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 62.18 FEET TO A IRON PIN SET.

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 742.85 FEET AND AN ARC LENGTH OF 486.43 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 19 DEGREES 22 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 472.28 FEET TO A IRON PIN SET.

THENCE SOUTH 01 DEGREES 38 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 186.78 FEET TO A 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 116.67 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 83 DEGREES 27 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 116.61 FEET TO A IRON PIN SET.

THENCE NORTH 37 DEGREES 45 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 52.32 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 52.82 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 37 DEGREES 19 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 55.70 FEET TO A 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 545.48 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 289.42 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 30 DEGREES 18 MINUTES 16 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 888.87 FEET AND AN ARC LENGTH OF 342.33 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 25 DEGREES 32 MINUTES 29 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 IFF 1" C/P PIPE.

THENCE SOUTH 80 DEGREES 47 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 1734.84 FEET TO AN IFF 1 1/2" REBAR.

THENCE NORTH 23 DEGREES 34 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 82.72 FEET TO AN IFF 1 1/2" REBAR.

THENCE NORTH 01 DEGREES 18 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 206.53 FEET TO A C/P.

THENCE NORTH 01 DEGREES 34 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 206.78 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/P.

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

THENCE NORTH 01 DEGREES 01 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 388.36 FEET TO A C/P.

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/P.

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

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

THENCE NORTH 01 DEGREES 22 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 388.36 FEET TO AN IFF 1 1/2" REBAR.

THENCE NORTH 75 DEGREES 14 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 415.55 FEET TO A 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 2287.24 FEET AND AN ARC LENGTH OF 522.53 FEET, BEING SUBTENDED BY A CHORD OF NORTH 82 DEGREES 22 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 521.29 FEET TO A IRON PIN SET.

THENCE NORTH 88 DEGREES 12 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 14823.01 FEET AND AN ARC LENGTH OF 728.08 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 88 DEGREES 21 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 739.00 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 1333.80 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 45 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 304.31 FEET TO A 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 45.71 FEET TO A IRON PIN SET.

THENCE NORTH 37 DEGREES 44 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 48.88 FEET TO A 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 42.81 FEET, BEING SUBTENDED BY A CHORD OF NORTH 85 DEGREES 25 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 42.81 FEET TO A IRON PIN SET.

THENCE NORTH 88 DEGREES 45 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 341.14 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.

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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 4<sup>th</sup> 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:

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

009472

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 18<sup>th</sup> 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

Linda Carter  
Clerk of Superior Court Dekalb Cty. Ga.