Deed Book 12038 Pg 26 Filed and Recorded Apr-20-2001 03:20ps 2001-0047352 Real Estate Transfer Tax 40.00

Linda Carter Clerk of Superior Court Dekalb Cty. 6a.

RECORDED STATE PROPERTIES COMMISSION

APR 1 6 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 <u>lot</u> day of <u>April</u>, 200<u>1</u>, 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

009472

# Deed Book 12038 Pg 27

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:

BROOK RUN DEED

Page 2

009472

#### PARCEL NO. 1 -

## Deed Book 12038 Pg 28

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:

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-ofway 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

#### Deed Book 12038 <sup>þ</sup>g <sup>-</sup> 29 I **Maxix I Maxix I Maxim I I M**

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 1/2" rebar; thence, N 29°54'44" W for a distance of 612.72 feet to an IPF 1/2" 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 1/2" 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-ofway 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

BROOK RUN DEED

009472

Peachtree Road (70'R/W); thence, S 88°45'22" W for a distance of 304 A feet to an iron pin set on the southerly right-of-way of Barclay Drive, this being the TROP POINT of Linda Carter BEGINNING; thence, leaving said right-of-way S 53°45'07.14W for Substance of Code 1b Cty. 5a 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. 009472

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 100 year floodplain, which may be within the fifty (50) foot undisturbed stream buffer on state waters, and which may lie within wetlands, as that term is defined by applicable Federal and State law and regulations.

5. The above-described property shall be subject to all applicable zoning, land use and development restrictions and requirements imposed by Federal, State and local governments.

6. Grantee is solely responsible for obtaining all required applicable permits, licenses and certificates.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor, acting by and through persons authorized to do so, has signed and sealed this Quitclaim Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

**Unofficial Witness** 

STATE OF GEORGIA and GEORGIA BUILDING AUTHORITY (HOSPITAL) Acting by and through the State Properties Commission

ROY E. BARNES, Governor, as the Chair of the State Properties Commission

ATTES

J. RAY CRAWFORD JR. Executive Director of the State Properties Commission

(State Properties Commission Seal Here)

Deed Book 12038 Pg 31

Linda Carter Clerk of Superior Court Dekalb Cty, Ga.

My Commission Expires

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BROOK RUN DEED