

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:

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 18th 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

Deed Book 12038 Pg 32

009472

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:

STATE OF GEORGIA and GEORGIA BUILDING AUTHORITY (HOSPITAL)

Acting by and through the State Properties Commission

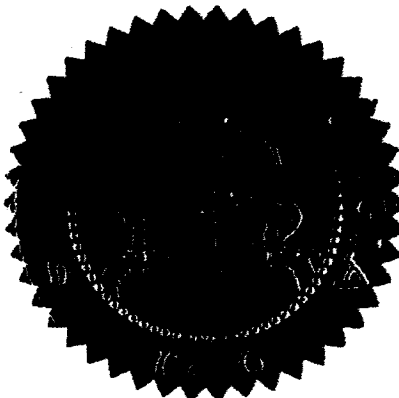
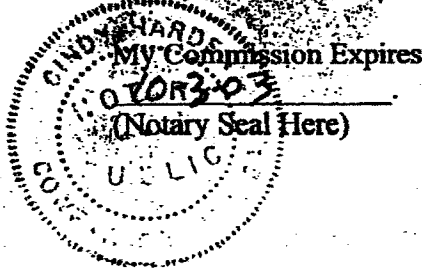
[Signature]
Unofficial Witness

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

ATTEST: *[Signature]*
J. RAY CRAWFORD, JR.
Executive Director of the State Properties Commission

(State Properties Commission Seal Here)

[Signature]
Notary Public



Deed Book 12038 Pg 31

[Signature]
Linda Carter
Clerk of Superior Court DeKalb Cty, Ga.