

WORKSHOP SESSION COLLEGE PARK CITY COUNCIL MARCH 17, 2025

This will be an in-person meeting that will also broadcast via <u>Facebook Live</u>, and YouTube Live.

A Workshop Session of the Mayor and City Council of the City of College Park shall be held on Monday, March 17, 2025, at 6:00 p.m. in the Council Chambers in the City Hall Complex, 3667 Main Street, College Park, to discuss the following item(s):

- Presentation on Fulton County School Update presented by Dr. Cherisse Campbell, Fulton County School Zone Superintendent
- 2. Municipal Court Presentation/ Questions and Answers
- 3. Discussion on a request for policy consideration to support increase of pavilion rental fee in the parks to \$ 35 per hour with a max of \$350 per day.
- 4. Presentation for Update for Fee Waiver Program from Recreation & Cultural Arts Department.
- 5. Presentation from Charles Green and members of the College Park Gardening Circle to support Community Gardens throughout the City of College Park. Sponsored by Mayor Pro Tem Jamelle McKenzie.
- 6. Consideration of an action on a request to authorize 2.5 million dollars from the TPD Funds to create a park on Godby Road for the planned upcoming reduction in green space within the city. Sponsored by Councilwoman Tracie Arnold.



DOC ID: 11853

CITY OF COLLEGE PARK COUNCIL AGENDA MEMO (CAM) WORKSHOP SESSION

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: March 12, 2025

Presentation on Fulton County School Update presented by Dr. Cherisse Campbell, Fulton County School Zone Superintendent TITLE:

Prepared by: Kelly Bogner

Department Director: Insert Department Director Here

Review:

Kelly Bogner Completed 03/12/2025 11:54 AM

Sonya Tate Pending

City Clerk 03/12/2025 11:54 AM Completed

City Manager's Office Pending

Mayor & City Council Pending 03/17/2025 6:00 PM



DOC ID: 11809

CITY OF COLLEGE PARK COUNCIL AGENDA MEMO (CAM) WORKSHOP SESSION

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: March 12, 2025

TITLE: Municipal Court Presentation/ Questions and Answers

Prepared by: Kelly Bogner

Department Director: Insert Department Director Here

Review:

Kelly Bogner Pending

City Clerk Pending

Sonya Tate Pending

City Manager's Office Completed 03/11/2025 5:04 PM

Mayor & City Council Pending 03/17/2025 6:00 PM



DOC ID: 11813

CITY OF COLLEGE PARK COUNCIL AGENDA MEMO (CAM) WORKSHOP SESSION

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: March 5, 2025

Discussion on a request for policy consideration to support increase of pavilion rental fee in the parks to \$ 35 per hour with a max of \$350 per TITLE:

day.

RECOMMENDATION:

To approve the increase of pavilion rental fee in the parks to \$35 per hour with a maximum of \$350 per day for the 2025 season.

BACKGROUND:

The pavilion rentals are currently \$25 per pavilion. The pavilions are available for rental during high season April-October when the Park Attendants are in place. It has been recommended to increase the rental fee for the pavilions to \$35 per hour with a maximum cost of \$350 per pavilion. Due to concerns for parking and safety in the parks a capacity for each pavilion has been determined by the College Park Fire Marshal.

BUDGETED ITEM:

Not applicable to this request for fee increase for the park pavilion rentals.

STRATEGIC CONNECTION:

Goal II: Quality of Life: Provide opportunities for people to come together, interact.

with one another, and build relationships through inclusive programs, services, events, and great public gathering places. 1. Advance ways to increase community collaboration and implement initiatives to become "One" College Park.

<u>Attachments</u> 2019-07 Use of Parks Ordinance (PDF)

Brady Pavilions 2024 (DOCX)

Prepared by: Michelle Johnson

Department Director: Michelle Johnson, Director or Recreation & Cultural Arts

Review:

City Manager's Office Completed 03/11/2025 5:26 PM

Michelle Johnson Completed 03/10/2025 12:32 PM

City Clerk Completed 03/12/2025 8:17 AM

City Manager's Office Completed 03/11/2025 5:26 PM

Mayor & City Council Pending 03/17/2025 6:00 PM

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE NO. 2019-07

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF COLLEGE PARK, GEORGIA, CHAPTER 13 RECREATION & CULTURAL ARTS TO REGULATE THE USE OF CITY PARKS; TO PROVIDE FOR CODIFICATION: TO PROVIDE SEVERABILITY; TO PROVIDE PENALTIES; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of College Park, Georgia (the "City") is the Mayor and Council thereof; and

WHEREAS, the City Department of Recreation & Cultural Arts is in the process of placing signs around City parks to clarify rules and regulations, including park name and hours of operation; and

WHEREAS, in conjunction with said sign postings, the City Council desires to update the Parks Use ordinance to provide for the proper park hours, the name of the parks and the name of the Department of Recreation & Cultural Arts that manages the parks; and

WHEREAS, this ordinance will clarify the necessary information for residents and visitors of the City utilizing the parks.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, and by the authority thereof:

Section 1. The Code of Ordinances of the City of College Park, Georgia is hereby amended by revising Chapter 13 ("Parks and Recreation"), Section 13-6 ("Use of Parks") to read as follows:

Sec. 13-6. Use of Parks.

- (a) It shall be unlawful for any person to be in any public or public recreation grounds of the city between the hours of 9:00 p.m. and 6:00 a.m. unless such person is engaged in activities specifically authorized in writing by the Department of Recreation and Cultural Arts or the mayor and council.
- (b) It shall be unlawful for any person who is not an employee, officer or agent of the City or a resident of the City to be in any public park or public recreation grounds of the City except under the following circumstances:
 - 1) Such person is engaged in activities specifically authorized in writing by the Department of Recreation & Cultural Arts or the Mayor and Council.
 - 2) Such person is accompanied by at least one (1) employee or resident of the City, provided that no two (2) or more such persons may be accompanied by the same employee or resident.
 - 3) Where the general public is invited to an event through an advertisement placed by the City with a newspaper, magazine, radio station, or television station, or through signs erected by the City that do not state that the event is limited to City residents and/or employees; or
 - 4) Such person is attending an Organized Event previously approved in writing by the Department of Recreation & Cultural Arts, in which case the requirement of subsection (2) above shall not apply.
- (c) It shall be unlawful to host or attend any Organized Event in any public park or public recreation grounds of the City without the prior written approval of the Department of Recreation and Cultural Arts. Requests for organized events may only be made by City residents. The Department of Recreation & Cultural Arts may refuse any request for such approval based on prior actions of the person or entity making the request, or for any other lawful reason. The Mayor and Council may by resolution from time to time set fees for Organized Events. For the purposes of this subsection, the term 'Organized Event' shall mean any activity sponsored by any person or any formal or informal entity, other than the Department of Recreation & Cultural Arts, where at least ten (10) persons are present, for a common purpose or event, at a public park or recreation grounds of the City.
- (d) For the purposes of this section, 'public park or recreation grounds of the City' shall mean:
 - (1) Barrett Park: Rugby Ave. & West Walker;
 - (2) Bill Badgett Stadium;

- (3) Bill Evans Field: College Street;
- (4) Brannon Memorial Park: Charlestown Drive;
- (5) Richard D. Zupp Park: Temple & Hawthorne Ave;
- (6) Charles E. Phillips Park: Riverdale Road;
- (7) Subrenia M. Willis Park: Camp Creek Parkway.

Section 2. That the preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

- (b) It is hereby declared to be the intention of the Mayor and council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgement or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extend allowed by law, not render invalid, unconstitutional

or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of College Park.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this 20th day of May 2019.

	CITY OF COLLEGE PARK, GEORGIA	
	Jack P. Longino, Mayor	-
ATTEST:		
Shavala Moore, Interim City Clerk		
APPROVED BY:		
City Attorney		

Ordinance 2019-07

1.3.b



Department of Recreation and Cultural Arts Wayman & Bessie Brady Recreation Center

3571 Breningham Drive • College Park, Georgia 30337 (404) 669-3776

Park Reservation Hours: Mon - Thurs 12pm to 7pm, Fri 8am to 3pm Park Hours: Monday - Sunday 6:00 am - 9:00 pm

PAVILION RENTAL AGREEMENT

CONTACT INFURMATION					
Name of Person &/or Group Booking Even	nt:				
Business / Organization (if applicable)					
Address:					
Verification of Residency:	Driver's License	#:			
Phone Number:					
RE	ENTAL INFORMATION				
Pavilion Nos. 1, 2, and 5 = Occupant Load of Charles E. Phillips Sr., Esq. Park, 44 Pavilion Nos. 1, 2, 3, 4, and 6 = Occupant L Richard D. Zupp Jr. Park, 1622 Haw Pavilion No. 1 = Occupant Load of 50; Pavil Pavilion:	of 16; Pavilion No. 3 = Occupant Load of 32 100 Herschel Road, College Park, Coad of 16; Pavilion No. 5 = Occupant Load ovthorne Avenue, College Park, GA	GA 30337 of 24 30337 No. 3 = Occupant ☐ #5	Ŷ		
Rental Date:			TH F S		
From: D AM					
Type of Function: # of Guests:					
COST					
Service	Fees	Total # of Pavilions	Sub-Total		
Pavilion rental fee	\$25 non-refundable	X	=		
		Total:			
OFFICE USE ONLY: Total Amount Paid:	Receipt #: S	taff Initials:			

1.3.b

Department of Recreation and Cultural Arts Wayman & Bessie Brady Recreation Center



3571 Breningham Drive • College Park, Georgia 30337 (404) 669-3776

Park Reservation Hours: Mon - Thurs 12pm to 7pm, Fri 8am to 3pm Park Hours: Monday - Sunday 6:00 am - 9:00 pm

RENTAL POLICIES

 2. 	Only residents of the corporate city limits of the City of College Park (those persons who pay their utilities at the College Park City Hall), College Park City Government employees, City of College Park volunteer staff, or business/organizations within the corporate city limits may reserve a pavilion under the auspices of the City of College Park Recreation & Cultural Arts Department. The renter MUST be present for the entirety of the event, and the renter cannot reserve the pavilion for another group. There is a \$25 payment per pavilion usage. The fee is applicable to College Park City residents and businesses/organizations within
	the College Park City limits.
3.	Pavilions can only be reserved for up to 5 hours and only 2 pavilions can be reserved per group.
4.	Pavilion occupancy is variable. Check with pavilion reservationist for details.
5.	Persons with special usage requests must request from College Park City Manager and approval from Mayor and Council before
	they will be allowed to use the City parks.
6.	The reservation is for the pavilion(s), not the entire park.
7.	No banners or posters are to be placed in the park, other than the pavilion rental form.
8.	The pavilion rental form should be placed on the pavilion at least two (2) hours prior to the scheduled usage time. The pavilion
	rental form should be removed and disposed of after usage.
9.	No bounce houses, blow-up equipment, fireworks, nor confetti are allowed at any of the parks.
10.	NO ALCOHOLIC BEVERAGES or illegal drugs are allowed on City property, buildings, or parking lots.
11.	No loud profane music and/or DJs.
	No food trucks or concessions at any of the parks. We have limited parking and must be considerate of other renters.
13.	Election campaigning is not allowed.
14.	
	areas is strictly prohibited.
15.	
	Cooking on any surface inside the pavilion with rocks and charcoal is strictly prohibited.
16.	All trash is to be placed in the trash dumpster. Charcoal is to be left in the stationary grills.
17.	Parking in or around pavilions is strictly prohibited. Parking is permitted only in areas marked for parking.
18.	Only leashed pets are allowed in the parks (owner is responsible for clean-up).
19.	<u> </u>
	Zupp Park ball fields are no part of the pavilion rental.
21.	
	pavilions and will not refund any portion of the rental fee based on this occurrence. Refunds will not be granted due to environmenta
22	conditions including inclement weather.
22.	
	have been damaged, or that the premises have been left in a condition not as good as existed at the time of the beginning of the lease, the
22	cost of repair and restoration will be the responsibility of the lessee and the security deposit will be forfeited.
23.	
	Affiliates"), for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising
	out of claims by third parties for property damage or bodily injury, including death, or other losses, to the extent caused by the breach of the Porter or any officers of the Porter in correction with the
	the Renter's duties hereunder or by the negligence or willful misconduct of Renter, or any affiliates of the Renter in connection with the Rental and/or use of City facilities. This indemnity includes any claims or amount arising out of or recovered under the Worker's
	Compensation laws of the State of Georgia or arising out of failure of the Renter to conform to any federal, state, or local law statute
	ordinance, or rules listed in this form.
24.	In consideration of being permitted by the City of College Park to rent College Park Recreation & Cultural Arts Department
24.	Facilities, the Renter, Renter's heirs, assigns, successors, and representatives, does hereby fully release, indemnify and holds the City and
	City Affiliates harmless forever and unconditionally from any claims, liabilities, obligations, promises, agreements, disputes, demands
	damages (including without limitation attorneys' fees and related costs), causes of action of any nature and kind, known or unknown
	which Renter has or ever had or may in the future have against the City and City Affiliates arising out of or relating to any injury (including
	without limitation death), accident, loss, and/or other damage that Renter and/or Renter's property may suffer while participating in any
	activity and/or using the College Park Recreation & Cultural Arts Department Facilities and equipment.
Re	nter's Signature: Date:
110	



DOC ID: 11782

CITY OF COLLEGE PARK COUNCIL AGENDA MEMO (CAM) WORKSHOP SESSION

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: March 11, 2025

TITLE: Presentation for Update for Fee Waiver Program from Recreation &

Cultural Arts Department.

Attachments

College Park Recreation Fee Waiver Presentation UPDATE 03-17-2025 (PDF)

Prepared by: Michelle Johnson

Department Director: Director of Recreation & Cultural Arts

Review:

Michelle Johnson Completed 03/10/2025 12:36 PM

City Manager's Office Completed 03/11/2025 5:24 PM

City Clerk Completed 03/12/2025 8:17 AM

City Manager's Office Completed 03/11/2025 5:24 PM

Mayor & City Council Pending 03/17/2025 6:00 PM

Recreation & Cultural Arts



• Fee Waiver Overview for youth participants for qualified City of College Park resident making \$50,000 or less.







11782 : Fee Waiver Program Update

Packet Pg. 13

Mayor and Council Approval

COLLEGE PARK

- Mayor and Council Action
 - January 16, 2024, move to approve a policy to implement free Recreation and Cultural Arts programs for all College Park residents with a household income of \$50,000 or less to be implemented aggressively and immediately.
 - Action Item-Approval-April 1, 2024
 - Cost approval with registration fee of \$15
 - Programming Approved
 - City of College Park Programming
 - Contractual Program
 - 75/25% Split



11782 : Fee Waiver Program Update



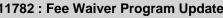
Types of Programming Offered



Types of Programs Offered in Recreation

- City Programming (programming provided by the City)
 - City programs supported-Basketball, gymnastics, Flag Football, Cheerleading, Track, Aerospace, Day Camp, Soccer, Volleyball, etc.
- Contractual Programming on a 75% / 25% Split
 - contractor gets 75% and City gets 25%
 - Programming to include Volleyball, KiDsGyM USA Gymnastics, Karate, Dance, etc.







Process for Fee Waiver



CITY OF COLLEGE PARK FEE WAIVER

FOR COLLEGEPARKECA.COM RECREATION & CULTURAL ARTS DEPARTMENT



YOUTH SPORTS & **PROGRAMS**



Household income less than \$50,000



City of College Park **Utility Bill**



Georgia Driver's License, GA ID or Lease Agreement within City limits



2023 Tax Transcript



- Fee Waiver form can be obtained online at collegeparkga.com and collegeparkrca.com
- Fee Waiver form can be obtained from Brady, Conley and Wyatt Center.
- On Website
 - **QR** Code
 - All programs promoting Fee Waiver Program
- Form can be submitted online at collegepark.rca.com or in person at Brady, Conley or Wyatt Center.
- Email to Tanya Laplanche
- https://www.collegeparkrca.com/fee-waiver

11782: Fee Waiver Program Update

Cost Analysis

- Recreation & Cultural Arts Total Revenue for FY 2024
 - FY 24 Revenue \$ 974,588.68 (July 1, 2023-June 30, 2024)
 - FY 25 Revenue \$ 492,924.88 (July 1, 2024-December 31, 2025)
- Number of participants in current programming from initiated date of Fee Waiver
 - 1898 participants for Fiscal Year 2024 to date (July 1-December 31, 2024)
 - 190 total number of city resident participants
- Applicants Data Information for Fee Waiver
 - 15 Applicants
 - 9 Approved (60%)
 - City Programming: Basketball (3), Day Camp (2), Flag Football (1), Gymnastics (2), Soccer (1), Track (1),
 - Contractual Programming: Aerospace (2), Jewel Dance (2), Volleyball
 (2)
 - 4 Denied (27%)
 - 2 Incomplete (13%)
- Revenue generate by Registration Fee of \$15 (paid once per anniversary date per participant)
 - \$ 26,692.05
- Loss of Revenue for Fee Waiver Program
 - Total Revenue loss \$ 7,173 for Fee Waiver
 - City Programming \$2,703
 - Contractual \$1,117.50 (4470 x 25% the City receives)

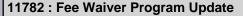


Application Requirements

COLLEGE PARK

- Fee Waiver Application Form
- Copy of Driver's license
- Driver's License Address within the City limits
- Copy of College Park utility bill with the address to matches driver's license
- Copy of the Tax Return Transcripts to show proof of income of \$50,000 or less
- Required to reapply each year for Fee Waiver
- Application must be approved and meet requirements before registration period ends for programming.







Fee Waiver Promotion



- Information put on flyers for programming
- Information distributed to the apartments
- Work with Bruce Morgan with Housing Authority
- Distributed to the schools in the are
- Information posted at Brady, Conley & Wyatt Center
- QR Code for easy access to information





11782 : Fee Waiver Program Update

Packet Pg. 19



QUESTIONS?





11782 : Fee Waiver Program Update







DOC ID: 11841

CITY OF COLLEGE PARK COUNCIL AGENDA MEMO (CAM) WORKSHOP SESSION

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: March 7, 2025

TITLE: Presentation from Charles Green and members of the College Park

Gardening Circle to support Community Gardens throughout the City of College Park. Sponsored by Mayor Pro Tem Jamelle McKenzie.

Attachments

College Park Gardening Circle - 2025-03-17 (PDF)

Prepared by: Melanie Stephens

Department Director: Mayor Pro Tem Jamelle McKenzie

Review:

Emmanuel Adediran 03/11/2025 5:26 PM Completed

City Clerk Completed 03/12/2025 8:16 AM

City Manager's Office Completed 03/11/2025 5:27 PM

Mayor & City Council Pending 03/17/2025 6:00 PM





- Introduction & Organization
- Mission
- Community Goals
- City Council 'Ask'

2

ABOUT US

- We're CP neighbors that share passion for good food, green spaces, and healthy families;
- Organized as 501-c-3 non-profit corporation, we are a membership organization;
- Presently governed by seven local Directors.





COMMUNITY GOALS





- Seek feedback, membership, & engagement from other gardening enthusiasts across College Park;
- Develop masterplan for garden development, and list of target neighborhoods across all Wards;
- Support and promote ALL CP community gardens, including many already thriving!
- Develop efficient infrastructure playbook to lower costs, leverage planning, and engage community;
- Create management template and recruit neighborhood captains to encourage others to grow food and flora.

5



CAN CITY SUPPORT THIS EFFORT?

- We seek collaboration with City to:
 - i. identify unused lots to create new gardens;
 - ii. develop garden management template for users, with guidance and support;

- 2. We ask collaboration with City to:
- i. create masterplan for gardens and more green spaces;
- ii. acquire grant funding for development efforts; and
- iii. invest in community garden infrastructure.

6

THANK YOU

Charles H. Green, Chair
Grace McPhillips
Novia Lindsay
Vena Crichlow
Karen Robinson Jeremie
Annemarie O'Bea
Chisulo Akono Ajanaku





DOC ID: 11851

CITY OF COLLEGE PARK **COUNCIL AGENDA MEMO (CAM)** WORKSHOP SESSION

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: March 11, 2025

TITLE: Consideration of an action on a request to authorize 2.5 million dollars

from the TPD Funds to create a park on Godby Road for the planned upcoming reduction in green space within the city. Sponsored by Councilwoman Tracie Arnold.

Attachments

13-00437 07-81 AFFIDAVITS (PDF)

13-00437 State Agreement (PDF)

13-00477-M1 Brenningham Site Map (PDF)

13-00477-M1 STATE AGR_AMND (PDF)

Cemetary over Residential Plat (PDF)

Commissioner Williams DNR_091620

Executed DNR Greenspace Substitution Agreement 11242020 (PDF)

Georgia DNR meeting 03232023 (PDF)

Int'l Convention Center Park Boundary Map (JPEG)

Int'l Convention Center Location Map (PDF)

Scanned from a Xerox Multifunction Printer (007) (PDF)

Land Water Conservation Fund (PDF)

Site Concept-6 Update_Meritage - 10 13 22 (PDF)

Southside Boundary Map (PDF)

Southside Location Map (PDF)

Southside Park (PDF)

Prepared by: Kelly Bogner

Department Director: Councilwoman Tracie Arnold

Review:

Kelly Bogner Completed 03/12/2025 8:15 AM

City Clerk Completed 03/12/2025 8:15 AM

City Manager's Office Completed 03/11/2025 5:01 PM

Mayor & City Council Pending 03/17/2025 6:00 PM

AFFIDAVIT PRQJECT # 13-00477-ML

(13-00 4-37)

Brenningham fark Bready Field)

COUNTY OF FULTON STATE OF GEORGIA

Personally came before the undersigned attesting officer, duly authorized to administer oaths, Ms. Jean Conaway who begin duly sworn, on oath states that he has personal knowledge of the facts set forth in this affidavit, and that he/she makes this affidavit for any and all purposes authorized by law.

The affiant states on oath:

I hold the position of City Clerk for the City of College Park and have personal knowledge that the Notice of Limitation of Use set forth herein below has been made part of and/or attached to the City of College Park public property record of the subject property which has been duly recorded at City Hall - City of College Park; 14th District - Land Lot 191 Square 8 Unit 55.

NOTICE OF LIMITATION OF USE

"The property identified in the attached grant agreement and project boundary map has been acquired or developed with Federal financial assistance provided by the Heritage Conservation and Recreation Service (formerly the Bureau of Outdoor Recreation) of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. s4601-5 et seq. (1970 ed.) Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses [whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation peroperties of at least equal fair market value and of reasonably equivalent usefulness and location.

Futher affiant saith not.

This 6th day of July, 1981.

Sworn to and subscribed before me

this 6th day of July, 1981.

Notary Public Notary Pouls, Georgia, Statust Lorge 14y Commission Expires Feb. 2, 1982 AFFIDAVIT PROJECT # 13-00477-ME (3-4)

13-00437

Branner Park Branner Park Jamestown Park

COUNTY OF FULTON
STATE OF GEORGIA

Personally came before the undersigned attesting officer, duly authorized to administer oaths, Ms. Jean Conaway who begin duly sworn, on oath states that she has personal knowledge of the facts set forth in this affidavit, and that he/she makes this affidavit for nay and all purposes authorized by law.

The affiant states on oath:

I hold the position of City Clerk for the City of College Park and have personal knowledge that the Notice of Limitation of Use set rorth herein below has been made part of and/or attached to the City of College Park public property record of the subject property which has been duly recorded at City Hall - City of College Park; 13 District - Land Lots 58C-A-012, 4-LL-58, 329-LL-45 and 14 District - Land Lot 162-1-22.

NOTICE OF LIMITATION OF USE

"The property identified in the attached grant agreement and project boundary map has been acquired or developed with Federal financial assistance provided by the Heritage Conservation and Recreation Service (formerly the Bureau of Outdoor Recreation) of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. s4601-5 et seq. (1970 ed.) Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair markey value and of reasonably equivalent usefulness and location."

Further affiant saith not.

The 13th day of July, 1981.

Dean Conaway, City Clerk

Sworn to and subscribed before me this 14th day of July, 1981.

Notary Public

Notary Public, Secreta, State at Large My Commission Expires May 12, 1985

STATE OF GEORGIA

DEPARTMENT OF NATURAL RESOURCES Project Agreement

Applicant	College Park		Project Number		
Street	Box F		County	Fulton	
City	College Park	Zip Code	30337	Phone Number	404-767-1537
Project Title	College Park Developments 1978				

Project Scope (Description of Project)

Project Period

This project consists of the initial development of five park sites located in the City of College Park by the City of College Park.

1- Barrett Park: The principal features of this development are: site improvement ,playground, walkways, landscaping and project administration including design, engineering and supervision.

2- Brannon Park: The principal features of this development are: site improvement, paving of the service road and parking lot, playground, landscaping, grassing, and project administration including design, engineering and supervision.

3- Brenningham Park: The principal features of this development are: site improvement,

playground and project administration including design, engineering and supervision.

4- Jamestown Park: The principal features of this development are: site improvement, walkways, one (1) shelter and project administration including design, engineering and supervision.

5- Southside Park: The principal features of this development are: site improvement, fitness trail, grassing and landscaping and project administration including design engineering and supervision.

Title of the Grant-in-Aid:			Land and	Land and Water Conservation Fund		
Project Cost				The following attachments are hereby incorporated into this agreement:		
Total Cost	\$_	50,000.00		1. General Provisions		
Fund Support		50	8			
Grant-in-aid	\$_	25,000.00	2. Project Proposal	2. Project Proposal		
Local Funds	\$_	25,000.00		3. Certification		

(July, 1977)

Page 1 of 10 Pages

16h

The State of Georgia, represented by the Commissioner, Department of Natural Resources and the Applicant named above (hereinafter referred to as the Applicant), mutually agree to perform this agreement in accordance with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby made a part hereof.

The State of Georgia hereby promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the State's share of the costs of the above project, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the State of Georgia herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this Agreement as of the date entered below.

STATE OF GEORGIA	APPLICANT City of College Park		
	By Kalph L. Lauley		
(Title)	(Signature) Ralf L. Presley		
DEPARIMENT OF NATURAL RESOURCES			
	(Name)		
5/18/78	Mayor		
(Date)	(Title)		

Page 2 of 10 Pages



Applicant City of College Park

Project Amendment No. 13-00437.1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. 13-00437 is hereby made and agreed upon by the State of Georgia, acting through the Commissioner of the Department of Natural Resources and by the City of College Park .

The Applicant and the State of Georgia, Department of Natural Resources, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended as follows:

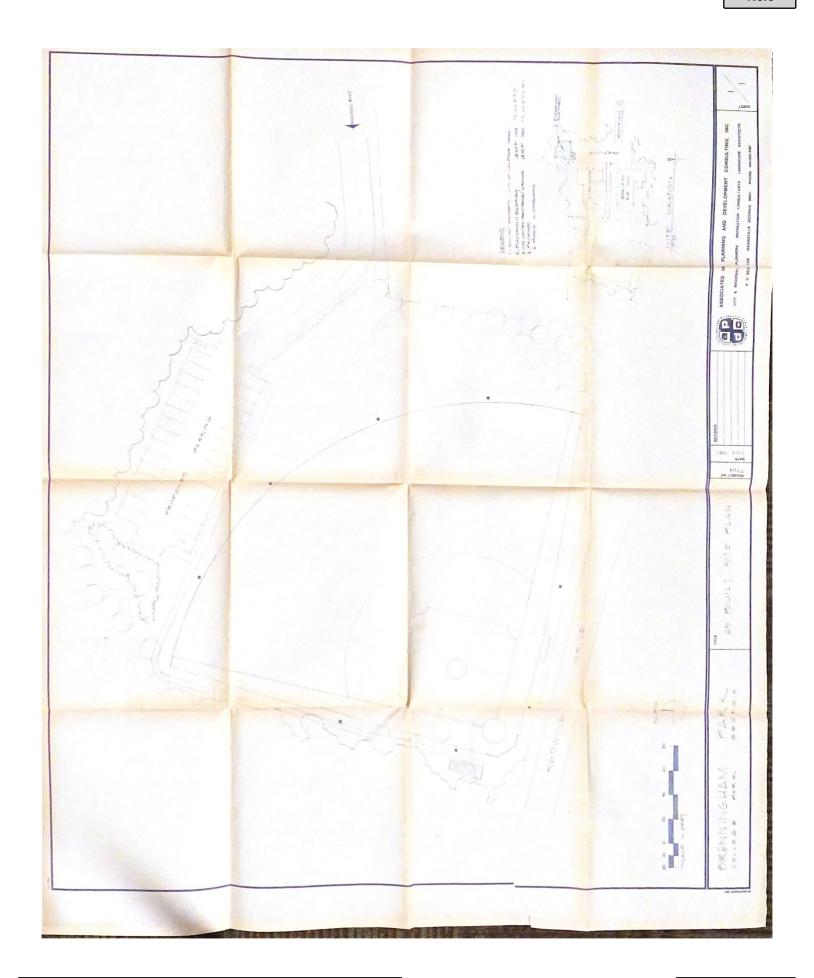
Jamestown Park: Delete development of one (1) shelter.

Add development of playground equipment.

No change in project cost.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

DEPARTMENT OF NATURAL RESOURCES	APPLICANT
By a	City of College Park
(Signature)	
	By T. Owen Smith (Signature)
JOE D. TANNER	, (Signature)
	T. Owen Smith
COMMISSIONER	(Name)
11-29-29	Mayor
(Date)	(Title)



STATE OF GEORGIA

DEPARTMENT OF NATURAL RESOURCES Project Agreement

Applicant City of College Park, Georgia	Project Number (2001/27 A)
Street P. O. Box F	Project Number 13 00477- M, County Fulton
City College Park	Zip Code 30337 Phone No. 404-767-1537
Project Title Brenningham Park	
Project Period Date of Approval to December	31, 1981 .
Project Scope (Description of Project)	
Development of sports and playfields by the	City of College Park, Georgia
ii	
,	
Title of the Grant-in-Aid:	
Project Cost	The following are hereby
Total Cost \$ 40,000.00	incorporated into this agreement:
Fund Support50	_% l. General Provisions
Grant-in-Aid \$ 20,000.00	2. Project Proposal and
Local Funds \$_20,000.00	Application
	3.

The State of Georgia, Department of Natural Resources (hereinafter referred to as DNR) and the Applicant named above (hereinafter referred to as the Applicant) in consideration of the mutual promises and benefits flowing to each as hereinafter stated, do hereby agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, covenants, assurances, plans, specifications, estimates, procedures, project proposals, and maps attached hereto or retained by the Applicant or DNR and made a part hereof.

he applicant certilles at it bossesses the fedal anthority to abbit for the grant, enter into the Agreement, and to finance and construct the proposed facilities. A resolution, motion or similar action has been adopted or passed authorizing the filing of the project application,

approving this agreement, including all understandings and assurances contained therein, and directing the person whose name and signature appear hereinbelow to sign this agreement on behalf of the Applicant and to act in connection with the project and provide such additional information as may be required.

The Applicant further certifies and assures that it has the ability and intention to finance the non-State (local) share of the costs for the project, and that sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

DNR agrees to obligate to the Applicant the sum specified hereinabove as the Grant-in-aid, and to tender to the Applicant that portion of said grant which is required to pay DNR's share of the costs of the project, based upon the percentage of assistance specified hereinabove as Fund Support.

The Applicant agrees to execute the project in accordance with the terms of this agreement.

The Applicant further agrees that, as the benefit to be derived by the State of Georgia and DNR from the full compliance by the Applicant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and as such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by DNR by way of assistance under the terms of the agreement, that payment by the Applicant to DNR of an amount equal to the amount of assistance extended under this agreement by DNR would be inadequate compensation to DNR for any breach by the Applicant of this agreement. The Applicant further agrees, therefore, that THE APPROPRIATE REMEDY IN THE EVENT OF A BREACH BY THE APPLICANT OF THIS AGREEMENT SHALL BE THE SPECIFIC PER-FORMANCE OF THIS AGREEMENT.

The following special project terms and conditions were made a part of this agreement before it was signed by the parties hereto: New Contract Compliance regulations issued by the Department of Labor (DOL) require a new equal opportunity notice and specification in bid packages for federally assisted contracts in the Atlanta Metro Area. See General Provisions Addendum #1.

In witness whereof, the parties hereto have executed this Agreement as of the date entered below.

STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES

APPLICANT

BY	Sac	Jan	
П		Commissioner	
		il p	
		5/30/79	
		(Date)	

11851: Authorization of TPD Funds for Green Space -

City of College Park, Georgia (Name of Applicant) MAYOR (Title)

Packet Pg. 38

Applicant

City of College Park

Project Amendment No. 13-00477-ml.1

AMENDMENT TO PROJECT AGREEMENT

THIS	AME	ENDME	ENT TH) Pro	oject	Agr	eement	No.	13-0	10477	'_m]	i	s he	ereby	, mac	le and	anre	94
	- 1	CIIC	2 6 6 6	- 01	GEOL	910,	acting	th.	rough	the	Comm	55	one	r of	the	Depar	tment	of
Natur	al	Resc	ource:	s and	d by_		City	of	Collec	ge Pa	rk							

The Applicant and the State of Georgia, Department of Natural Resources, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended as follows:

Change the project cost as follows to allow for increases in previously approved work elements:

Project Cost	As Approved	As Amended
Total Cost	40,000.00	44,715.00
Fund Support	50%	50%
Grant-in-Aid	20,000.00	22,357.50
Local Funds	20,000.00	22,357.50

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

DEPARTMENT OF NATURAL RESOURCES

APPLICANT

(Signature)

JUE D. TANNER

COMMISSIONER

8-22-80

(Date)

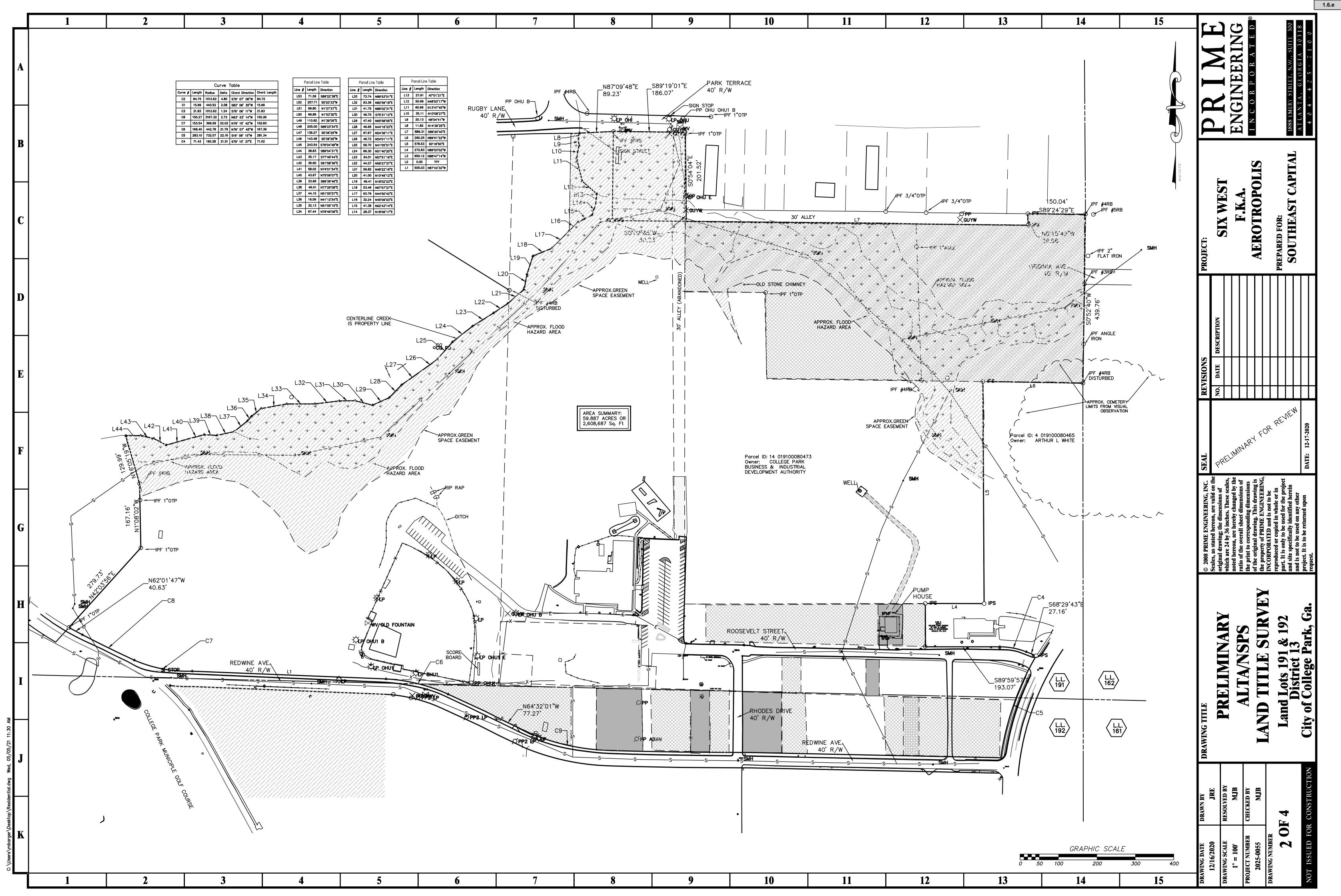
Mayor

(Title)

T. Owen Smith

Packet Pg. 39

11851 : Authorization of TPD Funds for Green Space -





100 Galleria Parkway Suite 1600 Atlanta, GA 30339-5948

Tel: 770.818.0000

www.fmglaw.com

Daniel W. Lee Attorney at Law

Writer's Direct Access 404-964-8970

DLee@fmglaw.com

September 16, 2020

VIA EMAIL:

Mark.Williams@dnr.ga.gov Steve.Friedman@dnr.ga.gov

VIA USPS:

Mr. Mark Williams
Commissioner, Georgia Department of Natural Resources
c/o Mr. Steve Friedman, Steve, Chief of Real Estate
East Tower Suite 1352
2 Martin Luther King Jr. Drive SE
Atlanta, GA 30334

RE: Georgia Green Space Program Conversion and Substitution Application

Dear Commissioner Williams,

Our firm represents the College Park Business and Industrial Development Authority, please consider this a proposal to allow the City of College Park to substitute other property in the stead of property currently in the Georgia Greenspace Program.

In June of 2001, the City of College Park entered into an agreement with the Georgia Department of Natural Resources to set aside certain property in the Georgia greenspace program (Exhibit A attached hereto, the original Agreement and the Amendment to that Agreement). The City finds that it is necessary to convert that property from the greenspace program to be developed for an alternate public purpose, and practical alternatives to a conversion were evaluated and it was determined conversion was necessary.

The property currently in the Greenspace Program that we are requesting be converted, is wholly in Fulton County, as well as the proposed substitution property.

The property proposed for substitution meets the same goals as the current property sought to be converted and more. The proposed substituted property is a much larger track of land that is situated topographically to better protect and enhance the water quality in the area. In addition, the substituted property placed in the greenspace program will provide greater flood protection in the area with better preservation of the stream buffer and erosion control measures. Because of the substituted property's location and because it is a larger track of land, it will allow for better natural habitats and corridors for native plants and animals than the property currently in the greenspace program.



September 16, 2020 Page 2

The conversion of the current property from the program will allow for a development that will in turn create fifteen acres of greenspace, that includes the proposed substituted property. Importantly, the substituted property in the surrounding greenspace will create a passive recreation area. The current greenspace property the City seeks to have substituted does not provide or fulfill any of these goals previously discussed. If the current property can be converted from the greenspace program and developed as planned, it will provide connective links between lands contributing to the goals of the Georgia Greenspace Act.

The City of College Park Development Authority owns the substituted property, which was purchased entirely with general fund monies of the City of College Park and no Georgia Greenspace Trust funds were used in the purchase. The substituted property is not currently and has not been permanently protected greenspace property.

Please find, attached hereto as Exhibit B, a Resolution of the Mayor and City Council for the City of College Park, evidencing the approval of the conversion and substitution properties. Also attached is a copy of the PUBLIC NOTICE, attached as Exhibit C, issued by the City of College Park more than ten days prior to the public hearing before the Mayor and Council.

The City has caused to be performed an appraisal of both the current greenspace property and the proposed substitute property. The summary of those appraisals is attached hereto as Exhibit D. The appraisals clearly show the substitute property to have a much greater monetary value than the current greenspace property.

The City respectfully submits that this proposal and the attachments fulfill the mandatory requirements for achieving a conversion of the current property from the greenspace program. The City further shows that the proposed substituted property has greater value to the greenspace program, fulfills the goals of the Georgia Greenspace Act, and will be given permanent legal protection under the greenspace program.

Respectfully yours,

FREEMAN MATHIS & GARY, LLP

anielism

Daniel W. Lee

DWL:tcb Enclosures:

Exhibit A – Green Space Agreement

Exhibit B – Resolution

Exhibit C – Public Notice Exhibit D – Appraisals

Exhibit A Georgia Green Space Program Award Agreement

Georgia Greenspace Program Grant Award Agreement



WHEREAS, the Georgia Constitution authorizes grants of State funds to counties and municipalities within the State, Ga. Const. 1983, Art. VII, Sec. III, Para. III; and

WHEREAS, in Chapter 22 of Title 36 of the Official Code of Georgia Annotated, O.C.G.A § 36-22-1 et seq., (hereinafter referred to as "the Georgia Greenspace Act" or the "Act"), the General Assembly recognized the unique characteristics of each region in the state and the need for a flexible framework within which populous and rapidly growing cities and counties can develop community greenspace preservation programs; and

WHEREAS, the Code provides that it is the intent of the legislature "to promote the adoption in developed and rapidly developing areas of the state of policies, rules, and regulations which will have the effect of preserving at least 20 percent of the land area as connected and open greenspace which can be utilized for informal recreational activities and protection of natural resources," O.C.G.A. § 36-22-1; and

WHEREAS, the Georgia Greenspace Act established the Georgia Greenspace Commission (the "Commission") which has the power and duty under the Act to review greenspace programs submitted by a county, O.C.G.A. §36-22-8, and greenspace programs in which a county participates with a municipality, O.C.G.A. §836-22-4(c) and 36-22-6(3), and to determine their eligibility for an award of a greenspace grant, O.C.G.A. §36-22-8; and

WHEREAS, the Georgia Greenspace Act established the Georgia Greenspace Trust Fund to be administered by DNR in furtherance of the purposes of the Georgia Greenspace Act, see O.C.G.A. § 36-22-4; and

WHEREAS, GRANTEE is eligible under the provisions of O.C.G.A. § 36-22-10 of the Act and the Rules and Regulations of DNR to submit, and has submitted, a greenspace program requesting a grant from the Georgia Greenspace Trust Fund (the "Greenspace Program"); and

WHEREAS, the Commission has determined that the Community Greenspace Program submitted by GRANTEE complies with the terms and conditions set out in the Georgia Greenspace Act; and

WHEREAS, the Commission has advised DNR that GRANTEE has become eligible for, and is to receive, a greenspace grant (hereinafter, the "Grant"); and

WHEREAS, the Code provides that DNR is to "administer the fund . . .[and] expend moneys held in the fund in furtherance of the purposes of and pursuant to the provisions of" the Act; and

WHEREAS, DNR and the GRANTEE (the "Parties") desire to enter into a contract to document the objectives, terms, conditions and restrictions regarding the Grant;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes and the acknowledgments and agreements contained herein, together with other good and adequate consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. AWARD

- A. Pursuant to O.C.G.A. § 36-22-4 and the decision of the Commission, DNR hereby awards a Grant to GRANTEE in the amount of **ONE HUNDRED EIGHTEEN THOUSAND, THREE HUNDRED SIXTY EIGHT DOLLARS AND NO CENTS** (\$118,368.00) (the "Grant Funds").
- B. Hereinafter, "Grant Funds" includes the original funds awarded plus, after receipt by the GRANTEE, all interest earned on those funds.

II. GRANTEE'S OBLIGATIONS AND DUTIES

- **A. USE OF GRANT FUNDS** As consideration for the award of the Grant Funds, GRANTEE has established a Community Greenspace Trust Fund pursuant to O.C.G.A. § 36-22-7 and accepts the Grant Funds in trust and promises to expend the Grant Funds solely for their intended purpose. GRANTEE further promises to:
- 1. Deposit the Grant Funds into the GRANTEE's Community Greenspace Trust Fund.
- 2. Administer the Grant Funds in a manner consistent with the purposes of the Georgia Greenspace Act and the Rules and Regulations promulgated by DNR and the terms and conditions of this Agreement.

- 3. Utilize the Grant Funds to acquire interests in real property located within Fulton County; and
- 4. Use the Grant Funds solely for the costs of acquisition of greenspace as defined in O.C.G.A. §36-22-2(3) of the Act and the Rules and Regulations of DNR (hereinafter, "the Greenspace Property").
- 5. Specifically reference this Agreement in GRANTEE's deed or other instrument of acquisition of Greenspace Property, when Grant Funds were used in whole or in part for the acquisition, and recite that the State of Georgia is a third-party beneficiary under this Agreement and that, if the property is used for anything other than as Greenspace Property, the State of Georgia has a right to require specific performance of this Agreement and require that the property be returned to the use as provided herein.
- 6. Record on its Capital Account as Greenspace Property each interest in that land was acquired in whole or in part with Grant Funds.
- 7. Operate and maintain lands designated as Greenspace Property in such a manner as to achieve one or more of the nine statutory goals of the Act including, protecting or enhancing water quality, providing flood protection, providing natural habitat and corridors for native plant and animal species, protecting archaeological and historic resources, providing passive recreation, or providing connective links between lands contributing to the goals of the Georgia Greenspace Act.
- 8. Expend the Grant Funds by no later than June 30, 2003, unless GRANTEE is given an extension of time in writing pursuant to the Rules and Regulations promulgated by DNR.
- 9. In the event that GRANTEE fails to expend the Grant Funds on or before June 30, 2003, or to obtain an extension of time in writing pursuant to the Rules and Regulations promulgated by DNR, then GRANTEE shall immediately return the Grant Funds remaining in GRANTEE'S Community Greenspace Trust Fund account to DNR in certified funds to the address written above.
- 10. Reimburse the Georgia Greenspace Trust Fund for any principal and interest amount of the Grant Funds which were not expended as follows:
 - (a) in accordance with the terms of this Agreement, and
 - (b) in compliance with the Act and the Rules and Regulations promulgated there under.
- 11. Assure that no property acquired, in whole or in part, with Grant Funds is converted to any use inconsistent with the Act unless such conversion is conducted under the terms and conditions for Conversion provided below.

12. Acquire the Greenspace Property subject to a restriction in writing in the deed or other instrument of acquisition that the property must be used in perpetuity as greenspace property as provided in O.C.G.A. § 36-22-1 *et seq.* and the restriction will be enforced by the State of Georgia.

B. OPINION OF COUNSEL AND TITLE INSURANCE POLICY

After the expenditure of any Grant Funds for Greenspace Property, GRANTEE must promptly deliver to DNR an originally signed opinion of counsel regarding the interest that GRANTEE owns in the acquired Greenspace Property (fee simple or lesser interests in land as set forth in Grantee's Greenspace Program), and that GRANTEE holds good and marketable title thereto, with specific reference to the instrument or instruments of acquisition and their recording data. The opinion must be addressed to GRANTEE and DNR. It must further state that the Greenspace Property is encumbered as required by this Agreement and is not encumbered in any way prohibited by this Agreement or in any way which impairs the status or use of the Greenspace Property for the Greenspace Program. GRANTEE must further provide DNR with a copy of a consistent ALTA title insurance policy, which insures GRANTEE'S right, title and interest in the Greenspace Property, subject only to the Greenspace encumbrances or encumbrances permitted by this Agreement and which insures the interest of the State of Georgia in the Greenspace Property under this Agreement.

C. AUDIT AND ACCOUNTING

- 1. Pursuant to O.C.G.A. § 36-81-8.1, GRANTEE shall provide, at its own expense, an annual audit of GRANTEE's Community Greenspace Trust Fund and a completed Grant Certification Form. (A sample Grant Certification Form and the instructions for completing the same are attached hereto.)
- 2. GRANTEE's annual audit is to be conducted in accordance with the generally accepted government auditing standards as provided in O.C.G.A. § 36-81-7, including the Uniform Chart of Accounts mandated by O.C.G.A. § 36-81-3. Within 30 days of completion of such audits, GRANTEE shall submit to DNR, without charges or fees from DNR, copies of all audits covering the award period.

D. REPORT

GRANTEE will submit a report to DNR within 60 days after the expenditure of any Grant Funds regarding the amount of funds expended, the interest in property acquired, a copy of the recorded deed and other acquisition documents, the Georgia Greenspace Act goal furthered by acquisition of the property, a reference to the part of GRANTEE's Greenspace Program which describes the acquired property, and a property description in digital format provided by the surveyor. This report may be submitted with the opinion of counsel required by paragraph II. B. above.

III. USE OF GREENSPACE PROPERTY

- A. Certain uses of Greenspace Property are not inconsistent with the Greenspace goals served by Greenspace Property. Such uses do not require converting or substituting property if the Greenspace Property is used in any of the specific ways listed in paragraphs 1 through 5 below and GRANTEE need not apply to the Commissioner of DNR for approval for these listed uses. However, recognition that a particular use is not inconsistent with the purpose served by the Greenspace Property does not affect in any way GRANTEE's responsibility to obtain all necessary permits, or GRANTEE's obligation to comply with all local, state and federal requirements to undertake the proposed activity on Greenspace Property.
- 1. UTILITIES The construction, operation, repair, maintenance, or removal of underground utilities in a manner that does not significantly affect the recreational utility, natural resources protection, or habitat value of the land, and which does not hamper the ability of the property to meet the goals of the Act, will not constitute a conversion.
- 2. PUBLIC FACILITIES Construction of minimal public facilities such as benches, swing sets, slides, picnic tables, grills, bathrooms, or shelters, to the extent needed to accommodate the users of that property, and covering less than 5% of the total Greenspace Property area, will not constitute a conversion.
- 3. TRAILS AND PATHS Trails associated with passive recreational uses or alternative transportation routes for pedestrians or bicycle travel, provided that less than 5% of the total Greenspace Property is covered in impervious-surfaced trails and that there are not significant negative impacts on natural resource values of the property, will not constitute a conversion.
- 4. ACCESS FACILITIES Parking areas, boat ramps and necessary access roads, which limit as much as possible the use of impervious surfaces, which do not have significant negative impacts on natural resource values of the property, are limited to accommodate only the users of the Greenspace Property, and which do not cover more than 5% of the Greenspace Property will not constitute a conversion.
- 5. TOTAL DEVELOPED AREA When totaled, the Greenspace Property developed for Public Facilities, Trails and Paths and Access shall not exceed 15% of the Greenspace Property.
- B. GRANTEE must apply to the Commissioner of DNR in writing for approval of other types of development or use of Greenspace Property which GRANTEE believes to also not be inconsistent with the Greenspace goals served by Greenspace Property. The decision of the Commissioner that a proposed use is or is not consistent with the Greenspace goals of the Greenspace Property shall be conclusive and not subject to appeal under the Georgia Administrative Procedures Act or any other judicial or appellate proceedings.

IV. RELATIONSHIP

No agency relationship is created by this Agreement and neither GRANTEE nor its employees are agents or representatives of DNR or the State of Georgia. GRANTEE shall act at its own sole cost and liability in implementing the Grant.

V. THIRD-PARTY BENEFICIARY

The State of Georgia is a third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement specifically in equity and at law.

VI. PERPETUAL TERM

This Agreement commences as the date referenced above and, pursuant to the Georgia Constitution, Ga. Const. 1983, Art. VII, Sec. III, Para. III, and the legislation creating the Greenspace Program, O.C.G.A. §36-22-3, it shall continue in perpetuity.

VII. ADDITIONAL TERMS AND CONDITIONS

- A. The local government attorney of GRANTEE shall issue an opinion that GRANTEE has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of GRANTEE has been properly authorized and empowered to enter into this Agreement.
- B. GRANTEE agrees that it has complied, and will continue to comply, with the requirements of Chapter 14 of Title 50 of the Official Code of Georgia Annotated pertaining to open meetings, and with Chapter 18-70 et. seq. of Title 50 of the Official Code of Georgia Annotated pertaining to open records, in regard to Greenspace Program activities.
- C. GRANTEE further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.
- D. This Agreement contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous agreements and understandings between the parties. This Agreement may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.
- E. GRANTEE shall not assign its right, title or interest hereunder or delegate any of its duties or obligations without the express written consent of DNR.

- F. Any failure by DNR to enforce performance by the GRANTEE of any provision of this Agreement shall not impact or affect the right of DNR to thereafter strictly enforce this Agreement, nor shall any action of DNR be construed as a waiver of any breach or a modification or rescission of the Agreement.
- G. GRANTEE hereby attests that none of its officials have violated any applicable conflict of interest provisions, under either state law (O.C.G.A.§§45-10-21 through 45-10-28 and 36-67A-1 through 36-67A-4) or under any applicable local ordinance, charter, rule, or regulation and that they shall comply with the same throughout the term of this Agreement.
- H. No report, survey, or other document produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of GRANTEE.
- I. Time is of the essence of this Agreement.

IX. REQUIREMENTS FOR CONVERTING GREENSPACE PROPERTY

A. BACKGROUND

- 1. GRANTEE agrees that the intention of the Georgia General Assembly in enacting the Georgia Greenspace Act was that any interest in real property acquired in whole or in part with Grant Funds ("Greenspace Property"), should, in perpetuity, achieve the goal of preserving that Greenspace Property in a natural or undeveloped condition, or in a condition that achieves one or more of the statutory goals provided in the Act. In accepting Grant Funds, GRANTEE acknowledges this legislative intent to permanently preserve Greenspace Property for future generations.
- 2. DNR recognizes that in a rare, exceptional circumstance, GRANTEE may find it necessary to convert Greenspace Property to property used for some alternative public purpose. In that event, GRANTEE agrees to the following mandatory requirements for achieving such a conversion:
- (a) GRANTEE may make a proposal to the Commissioner that GRANTEE be permitted to substitute other property which is located entirely in Fulton County in lieu therefore ("Substituted Property").
- (b) The Substituted Property must meet one or more of the Act's goals. It is preferred that the Substituted Property would address the same Greenspace goal as the property being converted, but if that is not feasible, the Substituted Property should provide comparable value to the Greenspace Program as the Greenspace Property being converted. The Substituted Property must have been acquired, (or if not yet acquired, will be acquired) by GRANTEE with funds other than Georgia Greenspace Trust Funds or interest thereon.

- (c) GRANTEE must provide in writing a document showing that the proposed conversion was approved by two-thirds of its local governing body after a duly advertised public hearing on the issue. GRANTEE shall attach a transcript of the public hearing to its request for conversion.
- (d) GRANTEE must provide the public with the information listed in Section VII, B below at least 10 days prior the public hearing.
- (e) GRANTEE must obtain the written approval of the Commissioner of the Department of Natural Resources accepting the Substituted Property.
- (f) The Substituted Property must be of equal or greater monetary value <u>and</u> of equal or greater value to the Georgia Greenspace Program as the Greenspace Property.
- (g) These conversion provisions apply to the use of any Georgia Greenspace Trust Fund money, or interest thereon, regardless of the percentage of such Funds utilized for the acquisition of the interest in real property.
 - (h) GRANTEE is responsible for compliance with these provisions.
 - (i) The State of Georgia is responsible for enforcement of these provisions.

B. PREREQUISITES TO CONSIDERATION OF CONVERSION REQUESTS

Before requesting the Commissioner of Natural Resources to accept a proposed property substitution, the Grantee shall, in writing:

- 1. Evaluate all practical alternatives to the conversion and prepare explanations why those alternatives are rejected,
- 2. Provide appraisals prepared in accordance with uniform appraisal standards, which establish the fair market value of the Greenspace Property and property GRANTEE proposes to substitute.
- 3. Provide a written evaluation of the natural resource value of the Greenspace Property and the property GRANTEE proposes to substitute.
- 4. Provide a written evaluation of the Greenspace Property and the property GRANTEE proposes to substitute with respect to the goal(s) of the Greenspace Program each serves or will serve.
- 5. Provide documents establishing that the property GRANTEE proposes to substitute is not currently, nor has it previously been, permanently protected greenspace property as defined in the Georgia Greenspace Act and the Rules and Regulations promulgated there under or any other analogous federal or state program. The Substituted Property must be newly protected property.

- If GRANTEE already owns the Substituted Greenspace Property, GRANTEE must deliver to DNR an originally signed opinion of counsel that GRANTEE owns the Substituted Greenspace Property in fee simple, or with all other right and interest required for the specific Property by GRANTEE Greenspace Program, and holds good and marketable title thereto, with specific reference to the instrument or instruments of acquisition and their recording data. The opinion must be addressed to GRANTEE and DNR. It must further state that the Substituted Greenspace Property will be encumbered as required by this Agreement and is not encumbered in any way prohibited by this Agreement or in any way which impairs the status or use of the Substituted Greenspace Property for the Greenspace Program. After acceptance of the substitution by the Commissioner of DNR, GRANTEE must further provide DNR with a copy of a consistent ALTA title insurance policy, which insures GRANTEE'S right, title and interest in the Substituted Greenspace Property, subject only to the Greenspace encumbrances or encumbrances permitted by this Agreement and a copy of the recorded deed and other acquisition documents. If GRANTEE does not yet own the Substituted Greenspace Property, GRANTEE must certify that these conditions will be met upon GRANTEE's acquisition of the Substitute Greenspace Property.
- 7. Identify the means by which the property GRANTEE proposes to substitute will be given permanent legal protection.
- 8. Evaluate the public usefulness of the location, accessibility, connectivity to other properties, water quality enhancement capability, water storage capacity, habitat value, scenic or historic values, or other Georgia Greenspace Act goals of the existing Greenspace Property and the property GRANTEE proposes to substitute.
- 9. Provide the written concurrence of three-fourths of the owners of property which is adjacent to the existing Greenspace Property.
- 10. On sites which are being partially converted, provide an evaluation of the projected impact of use of the proposed partially converted Greenspace Property on the remaining Greenspace Property.
- 11. The information above shall be made available to the public at least 10 days prior a public hearing held by GRANTEE regarding the proposed conversion of the Greenspace Property.

C. ACTION BY DNR

The Commissioner shall act upon a proposed conversion request within 60 days of its receipt, or provide a letter to the local governing body regarding the reason additional time is needed to act upon the request. The Commissioner has the authority to disapprove conversion requests and reject proposed property substitutions. Disapproval of a conversion request by the Commissioner shall be conclusive and not subject to appeal under the Georgia Administrative Procedures Act or any other judicial or appellate proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GEORGIA DEPARTMENT OF NATURAL RESOURCES

CITY OF COLLEGE PARK

Lonice Barrett, Commissioner

Sworn to and subscribed before me this 134

day of 2001.

Sworn to and subscribed

before me this 1272 day of June,

2001.

Notary Public Notary Public, Upson County, Georgia My Commission Expires Feb. 2, 2003

Exhibit B

City of College Park Resolution to Substitute Property Pursuant to OCGA 36-22-3

Exhibit C

City of College Park Public Notice RE: Substitution of Property pursuant to OCGA 36-22-3

PUBLIC NOTICE

PURSUANT TO OCGA 36-22-3, THE GEORGIA GREENSPACE ACT, NOTICE OF SUBSTITUTION OF PROPERTY

In September of 2003, the City of College Park entered into an agreement with Fulton County and the Georgia Department of Natural Resources to set aside certain property in the Georgia greenspace program. The City finds that it is necessary to convert that property from the greenspace Program to be used for an alternate public purpose. This public notice complies with Georgia Law allowing for the substitution of property that meets the criteria of the greenspace program and is eligible for substitution.

The city has evaluated all practical alternatives to the conversion of the subject property and has determined that there is no other alternative then to convert the property to another public purpose. The property to be converted from the program is adjacent to and is in some part surrounded by the development that is the airport city project. The airport city project cannot reach its public potential without the inclusion of the converted property.

The property to be converted from the program has been appraised and the property being submitted to the commissioner of the Georgia Department of Natural Resources has also been appraised. These appraisals are available in the office of the executive director of the College Park Development Authority. These appraisals clearly show that the substituted property is of greater value than the property to be converted.

While the property to be converted has little or no natural resource preservation value, the property to be substituted, has great value to the preservation of the stream buffer and erosion control measures for the area that will be the airport city project. Additionally, the property to be converted will create a passive recreation area while also allowing for better natural habitats and corridors for native plants and animals.

The property to be substituted is not currently, nor has it previously been, permanently protected greenspace property as defined in the Georgia greenspace act and the rules and regulations promulgated thereunder or any other analogous federal or state program. They substituted property will be newly protected property.

The attorney of record for the College Park Development Authority has provided an opinion of counsel that the City or the College Park Development Authority already own the property to be substituted, in fee simple title. It is the intent of the City or the College Park Development Authority to include in its deed of conveyance, a permanent easement applying all the covenants and restrictions of the Georgia greenspace Program, in perpetuity.

The City of College Park and the Development Authority of the City of College Park are the only adjacent property owners to the substituted property and the property to be converted from the program. Any questions please refer to the executive director of the College Park Development Authority. BIDA Executive Director Artie Jones III

Exhibit D

Appraisal Summaries

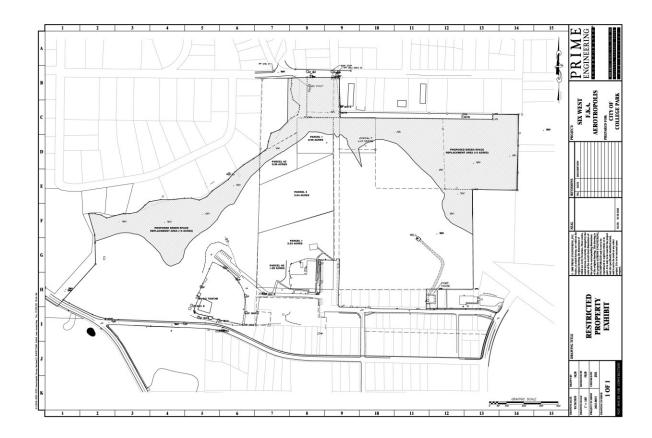
Currently dedicated greenspace properties:

Parcel 2/Survey Tract 4B (Brady Recreation Center and Ballfield)

Parcel 1/Survey Tract 2 (vacant)

Proposed greenspace property:

15.0 acre tract



APPRAISAL REPORT OF A 15.00 ACRE LAND PARCEL AS PART OF A LARGER 56.00 ACRE UNDEVELOPED LAND TRACT

LOCATED ON SOUTH SIDE
OF RUGBY DRIVE &
NORTHERN SIDE OF REDWINE ROAD

LAND DISTRICT 14 – LAND LOT 191 COLLEGE PARK, FULTON COUNTY, GEORGIA

PREPARED FOR CITY OF COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

EFFECTIVE DATE OF VALUE APRIL 29, 2020

> PREPARED BY ROBERT WILSON Certified General NO. 1497

POINT SOUTH APPRAISAL SERVICES

POINT SOUTH APPRAISAL SERVICES 3222 SOUTH BAY DRIVE JONESBORO, GEORGIA 30236

Robert Wilson GCGRPA No. 1497 Associate Appraiser 770-714-8139 Office pointsouthappraisalservices@gmail.com

Travis Wilson, MAI GCGRPA No. 255779 Associate Appraiser

August 27, 2020

City of College Park Business and Industrial Development Authority 3667 Main Street College Park, Georgia 30337

Attn: Mr. Artie Jones, III - MPA

Director of Economic Development

Ref: Appraisal of Property

1.087 Acre Land Parcel (Rear Area)

3571 Brenningham Street

BIDA Parcel No. 2 – Survey Tract 4B

Land District 14 – Land Lot 191 College Park, Fulton County, Ga.

Dear Mr. Jones:

In accordance with your request and authorization, Point South Appraisal Services has personally inspected and appraised the above captioned property. The purpose of this appraisal is to provide a reasonable and documented opinion of the Market Value of the Fee Simple Interest in the subject property. It is our understanding that this report will be used for internal decision making by the client; the *City of College Park Business and Industrial Development Authority* (BIDA) and there assigns. Enclosed is the written report provided in the *Appraisal Report* format containing the pertinent data, facts and analysis of this information.

The report is intended prepared in conformity and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as authored by the Appraisal Foundation, Standards Rule 2-2, (a) and the

City of College Park - BIDA August 27, 2020 Page 2

requirements set forth in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), updated in 1994 and further updated by the Appraisal Foundation promulgated in 2019-2020 USPAP.

The property is identified by the client as a 1.087 acre land tract or land parcel located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta's Central Business District. The subject is further identified as part of a larger overall development plan termed "Airport City" or "Aerotropolis" with approximately 400 + acres planned for various development and community use. The location is placed toward the center of a large development by Six Development off the west side of Brenningham Street and less than a ¼ mile NE of the College Park Public Golf Course. This location is presently zoned PC – Park.

The subject 1.087 acres is further identified as the western section of a "Parent Tract" that contains 2.033 total acres prior to the division of the "Subject" 1.087 acres. The "Parent Tract" is identified as the Brady Center – a Community Recreation Center with an existing 17,000 SF (+/-) functioning structure; and parking lot. The "Subject Tract" is land only without building or parking improvements.

Employment of the appraiser was not conditional upon the appraiser producing a specific value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based upon whether a loan application is approved or disapproved. The subject property has not been previously appraised by signed appraiser.

City of College Park – BIDA August 27, 2020 Page 3

Based on our investigation and analysis, it is our opinion that the "As Is" Market Value of the Fee Simple Interest of the subject property, subject to the Limiting Conditions and Assumptions contained herein, as of August 17, 2020; the date of our initial physical inspection of the property is:

1.087 Acre Unimproved Land Parcel Forty Five Thousand Dollars (\$45,000)

Printed reproduction copies of the appraisal report are recommended produced with a color copier due to the number of multi-colored photo's, plats, diagrams and other material included within the body of the report. Required to properly illustrate the subject property. This report contains 56 Numbered Pages.

We appreciate the opportunity to be of service with this property. Please call if we can be of further assistance in this or your other real estate appraisal matters.

Sincerely,

Robert Wilson

GCGRPA No. 1497

Certified General Appraiser

APPRAISAL REPORT – DATA OF RECORD

(File No. PS10452CNX)

OWNERSHIP RECORD: City of College Park -

Business & Industrial Development Authority

Address: 3667 Main Street

City / State: College Park, Georgia 30337

CLIENT: City of College Park - BIDA

Address: 3667 Main Street

City / State: College Park, Georgia 30337
Care Of: Mr. Artie Jones, III MPA

Telephone: (404) 669-3764

PROPERTY INFORMATION: 1.087 Acres – Unimproved Address: 3571 Brenningham Street City / State: College Park, Georgia 30337

County: Fulton County

Land District: 14th

Land Lots: 191

Atlanta SMA: 520

State / County Code: 13121

FEMA Flood Panel: 13121C-0362F (09/18/2013)

Tax Assessor Map No: 14-0191 0008 055 6

Tax Assessor Value: \$1,879,200 ("Parent Tract")

BIDA Identifications: BIDA Parcel No.2 > SurveyTract 4B

1

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Identification of Property: 1.087 Acre Unimproved Land Parcel Address: 3571 Brenningham Street (Rear Portion)

City / State: College Park, Georgia 30337

Type of Property: Mixed Use

Present Use of Property: Public Property – City of College Park

Adjoining LandUse: "Aerotropolis" – Mixed Use /

Residential / Golf Course

Highest and Best Use: Commercial – Planned Unit

Development; Mixed Use

Interest Appraised: Fee Simple Interest

Effective Date of Appraisal: August 17, 2020

Land Area: 1.087 Acres (47,350 SF)

Primary Improvements: None – Not Applicable

Road Frontage: (+/-) 265 LF – Brenningham Street

("Parent Tract") (0 LF "Subject Tract")

Topography: Mixed Open / Wooded - Level

Flood Plain / Wetlands: None per FEMA Panel / Engineer Survey

Public Utilities: County / City water, sanitary sewer,

electricity, natural gas, telephone

in neighborhood

Private Utilities: None known

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (As Continued)

(As Continued)

Primary Zoning District: PC – Park

College Park Zoning Authority

Area Daily Traffic Count: Washington Rd – 11,500 Cars

Main Street – 13,700 Cars

Camp Creek Pkwy – 38,800 Cars

Interstate 85 - 97,900 Cars Brenningham St. - Minimal

Exposure Period: 12 Months

Market Range of

Comparison Sale Tracts: \$48,000 to \$309,000

Market Range Per Acre: \$36,923/Acre to \$44,444/Acre

Market Sale Time Period: February 2019 thru December 2019

Valuation – 3.00 Acre Parcel

Cost Approach N/A
Sales Comparison Approach \$45,000
Income Capitalization Approach N/A

"As Is - Opinion of Market Value: \$45,000

1.087 Acre Land Parcel (Subject Tract)

"As Is - Opinion of Market Value: \$80,000

2.033 Acre Land Parcel (Parent Tract)

IDENTIFICATION OF THE PROPERTY BIDA TRACT NO. 2 – SURVEYOR TRACT NO. 4B

The subject property is identified as a 1.087 acre – unimproved land tract; located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta's Central Business District. The subject is further identified as part of a larger overall development plan termed "Airport City" or "Aerotropolis" with approximately 400 + acres planned for various development and community use.



Aerial View Of Subject Property – Parcel No.2

The subject property is further identified by various plats, maps, documents and photographs found within the body of this report.

POINT SOUTH APPRAISAL SERVICES 3222 SOUTH BAY DRIVE JONESBORO, GEORGIA 30236

Robert Wilson GCGRPA No. 1497 Associate Appraiser 770-714-8139 Office pointsouthappraisalservices@gmail.com

Travis Wilson, MAI GCGRPA No. 255779 Associate Appraiser

August 26, 2020

City of College Park Business and Industrial Development Authority 3667 Main Street College Park, Georgia 30337

Attn: Mr. Artie Jones, III - MPA

Director of Economic Development

Ref: Appraisal of Property 0.506 Acre Land Parcel

Northern End of Brenningham Street BIDA Parcel No. 1 – Survey Tract No. 2

Land District 14 – Land Lot 191 College Park, Fulton County, Ga.

Dear Mr. Jones:

In accordance with your request and authorization, Point South Appraisal Services has personally inspected and appraised the above captioned property. The purpose of this appraisal is to provide a reasonable and documented opinion of the Market Value of the Fee Simple Interest in the subject property. It is our understanding that this report will be used for internal decision making by the client; the *City of College Park Business and Industrial Development Authority* (BIDA) and there assigns. Enclosed is the written report provided in the *Appraisal Report* format containing the pertinent data, facts and analysis of this information.

The report is intended prepared in conformity and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as authored by the Appraisal Foundation, Standards Rule 2-2, (a) and the

City of College Park - BIDA August 26, 2020 Page 2

requirements set forth in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), updated in 1994 and further updated by the Appraisal Foundation promulgated in 2019-2020 USPAP.

The property is identified by the client as a 0.506 acre land tract or land parcel located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta's Central Business District. The subject is further identified as part of a larger overall development plan termed "Airport City" or "Aerotropolis" with approximately 400 + acres planned for various development and community use. The location is placed toward the northern center of the larger development by Six West Development along the east side of Brenningham Street and about a ¼ mile NE of the College Park Public Golf Course. This location is presently zoned OP – Office Professional District.

The subject 0.506 acres is further identified as a northern portion of a "Parent Tract" that contains 11.51 total acres prior to any division; further identified as Assessor Tax Map 14 – 191 0008 047 3. 0.884 acres that includes the 0.506 acres has been designated for use as "park use or open land" by way of DNR funds provided to College Park – a number of years ago under a DNR program. It is important to note that the remainder 0.378 acres of the 0.884 acres has been included in a previous appraisal (PS10442CN) that totaled 15.00 acres. The remaining 0.506 acres of the 0.884 acres is the subject of this report. No other documents have been provided for the report reader, our use or review other than the enclosed survey plats provided within the report.

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Employment of the appraiser was not conditional upon the appraiser producing a specific value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based upon whether a loan application is approved or disapproved. The subject property has not been previously appraised by signed appraiser.

City of College Park – BIDA August 26, 2020 Page 3

Based on our investigation and analysis, it is our opinion that the "As Is" Market Value of the Fee Simple Interest of the subject property, subject to the Limiting Conditions and Assumptions contained herein, as of August 17, 2020; the date of our initial physical inspection of the property is:

0.506 Acre Undeveloped Land Parcel Twenty Thousand Dollars (\$20,000)

Printed reproduction copies of the appraisal report are recommended produced with a color copier due to the number of multi-colored photo's, plats, diagrams and other material included within the body of the report. Required to properly illustrate the subject property. This report contains 54 Numbered Pages.

We appreciate the opportunity to be of service with this property. Please call if we can be of further assistance in this or your other real estate appraisal matters.

Sincerely,

Robert Wilson

GCGRPA No. 1497

Certified General Appraiser

APPRAISAL REPORT – DATA OF RECORD

(File No. PS10451CNX)

OWNERSHIP RECORD: City of College Park -

Business & Industrial Development Authority

Address: 3667 Main Street

City / State: College Park, Georgia 30337

CLIENT: City of College Park - BIDA

Address: 3667 Main Street

City / State: College Park, Georgia 30337
Care Of: Mr. Artie Jones, III MPA

Telephone: (404) 669-3764

PROPERTY INFORMATION: 0.506 Acres – Undeveloped

Address: North End of Brenningham Street

City / State: College Park, Georgia 30337

County: Fulton County

Land District: 14th

Land Lots: 191

Atlanta SMA: 520

State / County Code: 13121

FEMA Flood Panel: 13121C-0362F (09/18/2013)

Tax Assessor Map No: 14-019100080473

Tax Assessor Value: \$209,400 ("Parent Tract")

BIDA Identifications: BIDAParcel No.1> Survey Tract No. 2

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Identification of Property: 0.506 Undeveloped Land Parcel Address: North End Brenningham Street City / State: College Park, Georgia 30337

Type of Property: Mixed Use

Present Use of Property: Investment Holding

Adjoining LandUse: "Aerotropolis" – Mixed Use /

Residential / Park

Highest and Best Use: Planned Unit Development;

Mixed Use

Interest Appraised: Fee Simple Interest

Effective Date of Appraisal: August 17, 2020

Land Area: 0.506 Acres (22,041 SF)

Primary Improvements: None – Not Applicable

Road Frontage: (+/-) Northern End of Brenningham Street

(Right of Way – Closed)

Topography: Woodland; Rolling, Slope, Creek Area

Flood Plain / Wetlands: None per FEMA Panel / Engineer Survey

Public Utilities: County / City water, sanitary sewer,

electricity, natural gas, telephone

in neighborhood

Private Utilities: None known

continued

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (As Continued)

Primary Zoning District: OP – Office Professional District

College Park Zoning Authority

Area Daily Traffic Count: Washington Rd – 11,500 Cars

Main Street – 13,700 Cars

Camp Creek Pkwy – 38,800 Cars

Interstate 85 - 97,900 Cars Brenningham St. - Minimal

Exposure Period: 12 Months

Market Range of

Comparison Sale Tracts: \$48,000 to \$309,000

Market Range Per Acre: \$36,923/Acre to \$44,444/Acre

Market Sale Time Period: February 2019 thru December 2019

Valuation – 0.506 Acre Parcel

Cost Approach N/A
Sales Comparison Approach \$20,000
Income Capitalization Approach N/A

"As Is - Opinion of Market Value: \$20,000

0.506 Acre Land Parcel (Subject Tract)

"As Is - Opinion of Market Value: \$420,000

11.51 Acre Land Parcel (Parent Tract)

IDENTIFICATION OF THE PROPERTY BIDA TRACT NO. 1 – SURVEYOR TRACT NO. 2

The subject property is identified as a 0.506 acre – undeveloped land tract; located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta's Central Business District. The subject is further identified as part of a larger overall development plan termed "Airport City" or "Aerotropolis" with approximately 400 + acres planned for various development and community use.



Aerial View Of Subject Property – BIDA Parcel No.1

The subject property is further identified by various plats, maps, documents and photographs found within the body of this report.

LEGAL DESCRIPTION

The subject is located in the 14th Land District – Land Lot 191 of Fulton County. The subject property ("Parent Tract") is noted in the Fulton County Tax Map system, and it has been provided a Tax Map Parcel Number. County records indicate the last known recorded legal is found in Deed Book / Page: 31035 – 345 dating to August 30, 2001.. Tax Map: 14 – 191 0008 047 3

POINT SOUTH APPRAISAL SERVICES 3222 SOUTH BAY DRIVE JONESBORO, GEORGIA 30236

Robert Wilson GCGRPA No. 1497 Associate Appraiser 770-714-8139 Office pointsouthappraisalservices@gmail.com

Travis Wilson, MAI GCGRPA No. 255779 Associate Appraiser

May 4, 2020

City of College Park Business and Industrial Development Authority 3667 Main Street College Park, Georgia 30337

Attn: Mr. Artie Jones, III - MPA

Director of Economic Development

Ref: Appraisal of Property

15.00 Acre Land Tract As Part of 56.00 Acres

Six West Development Plan

College Park, Fulton County, Ga.

Dear Mr. Jones

In accordance with your request and authorization, Point South Appraisal Services has personally inspected and appraised the above captioned property. The purpose of this appraisal is to provide a reasonable and documented opinion of the Market Value of the Fee Simple Interest in the subject property. It is our understanding that this report will be used for internal decision making by the client; the *City of College Park Business and Industrial Development Authority* (BIDA) and there assigns. Enclosed is the written report provided in the *Appraisal Report* format containing the pertinent data, facts and analysis of this information.

The report is intended prepared in conformity and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as authored by the Appraisal Foundation, Standards Rule 2-2, (a) and the

City of College Park - BIDA May 4, 2020 Page 2

requirements set forth in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), updated in 1994 and further updated by the Appraisal Foundation promulgated in 2019-2020 USPAP.

The subject property is identified as a 56.00 acre – undeveloped land tract; located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta's Central Business District. The subject is further identified as part of a larger overall development plan termed "Airport City" or "Aerotropolis" with approximately 400 + acres planned for various development and community use. Currently, the subject 56 acres has been carved out of the Aerotropolis overall plan and is in a stage of being acquired by a development company – Six West Development; subject to further rezoning and final plan approval by the City of College Park and its Development Authority. The appraisal assignment calls for a valuation of the property as a total 56 acre land tract that conforms to the various approved uses planned within Aerotropolis. Subsequent to the valuation of the whole tract; a separate valuation is requested of land within the boundary of the 56 acres that is designated as 15 acres of "Green Space". The intended use as common area land, open space, buffer; park area – being generally undisturbed land that includes a portion of a tributary to Camp Creek, identified as State Waters.

Employment of the appraiser was not conditional upon the appraiser producing a specific value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based upon whether a loan application is approved or disapproved. The subject property has not been previously appraised by signed appraiser.

City of College Park – BIDA May 4, 2020 Page 3

Based on our investigation and analysis, it is our opinion that the "As Is" Market Value of the Fee Simple Interest of the subject property, subject to the Limiting Conditions and Assumptions contained herein, as of April 29, 2020; the date of our initial physical inspection of the property is:

"PARENT TRACT"
AS A 56.00 ACRE LAND TRACT
TWO MILLION FOUR HUNDRED THOUSAND DOLLARS
(\$2,400,000)

"GREEN SPACE"
AS A CONTIGUOUS – UNDIVIDED 15.00 ACRE LAND TRACT
FIVE HUNDRED FIFTY THOUSAND DOLLARS
(\$550,000)

Printed reproduction copies of the appraisal report are recommended produced with a color copier due to the number of multi-colored photo's, plats, diagrams and other material included within the body of the report. Required to properly illustrate the subject property. This report contains 52 Numbered Pages.

We appreciate the opportunity to be of service with this property. Please call if we can be of further assistance in this or your other real estate appraisal matters.

Sincerely,

Robert Wilson

GCGRPA No. 1497

Certified General Appraiser

APPRAISAL REPORT – DATA OF RECORD

(File No. PS10442CNX)

OWNERSHIP RECORD: City of College Park -

Business & Industrial Development Authority

Address: 3667 Main Street

City / State: College Park, Georgia 30337

CLIENT: City of College Park - BIDA

Address: 3667 Main Street

City / State: College Park, Georgia 30337
Care Of: Mr. Artie Jones, III MPA

Telephone: (404) 669-3764

PROPERTY INFORMATION: 56 Acres – Undeveloped

Address: North side of Redwine Avenue City / State: College Park, Georgia 30337

County: Fulton County

Land District: 14th

Land Lots: 192

Atlanta SMA: 520

State / County Code: 13121

FEMA Flood Panel: 13121C-0362F (09/18/2013)

Tax Assessor Map No: (59 +/-) Tax Maps – (See Pg. 26)

Tax Assessor Value: (59 +/-) Tax Parcels - Undetermined

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Identification of Property: 56.00 Undeveloped Land Tract Address: North Side Redwine Avenue City / State: College Park, Georgia 30337

Type of Property: Mixed Use – Com. / Residential

Present Use of Property: Investment Holding

Adjoining Land Use: "Aerotropolis" – Mixed Use /

Residential / Golf Course

Highest and Best Use: Commercial – Planned Unit

Development; Mixed Use

Interest Appraised: Fee Simple Interest

Effective Date of Appraisal: April 29, 2020

Land Area – "Parent Tract" 56.00 Acres

Land Area – "Green Space" 15.00 Acres

Primary Improvements: None – Not Applicable

Road Frontage: (+/-) 2500 LF – Redwine Ave.

800 LF – Roosevelt St. 200 LF - Park Terrace

Topography: Primarily Woodland Tract;

Variable > Rolling, Slope, Level

Flood Plain / Wetlands: Meandering Tributary – Camp Creek

56.00 Tract > 3.11 Acres > 5.56% 15.00 Tract > 3.11 Acres > 20.70%

Public Utilities: County / City water, sanitary sewer,

continued electricity, natural gas, telephone

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (As Continued)

Private Utilities: None known

Primary Zoning District: OP – Office Professional

College Park Zoning Authority

Area Daily Traffic Count: Washington Rd – 11,500 Cars

Main Street – 13,700 Cars

Camp Creek Pkwy – 38,800 Cars

Interstate 85 - 97,900 Cars

Exposure Period: 12 Months

Market Range of

Comparison Sale Tracts: \$48,000 to \$4,250,000

Market Range Per Acre: \$27,899/Acre to \$52,686/Acre

Market Sale Time Period: May 2019 thru December 2019

Valuation – 56.00 Tract

Cost Approach N/A

Sales Comparison Approach \$2,400,000

Income Capitalization Approach N/A

Valuation – 15.00 Tract

Cost Approach N/A

Sales Comparison Approach \$550,000

Income Capitalization Approach N/A

"As Is - Opinion of Market Value: \$2,400,000

Entire 56.00 Acre Land Tract

"As Is - Opinion of Market Value: \$550,000

Contiguous Portion 15.00 Acre Parcel

IDENTIFICATION OF THE PROPERTY

The subject property is identified as a 56.00 acre – undeveloped land tract as an assemblage of approximately 59 current – contiguous individual tax map plats. Three primary right of way join the property boundaries to include Park Terrace / Rugby Lane along its northern boundary; Redwine Avenue along its southern boundary and Fairway Drive just off of its southwestern boundary. There are no building improvements on the property; and no certain street address / number system has been provided.



Aerial View Of Subject Property

The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta's Central Business District. The subject property is further identified by various plats, maps, documents and photographs found within the body of this report.

LEGAL DESCRIPTION

The subject is located in the 14th Land District – Land Lot 191 of Fulton County. The 56.00 acre parent tract is comprised of approximately 53 small, typical former residential building lots and six (6) larger small acreage tracts; and as such presently has a total of about 59 separate tax map numbers. The 15.00 acre parcel planned for division from the 56.00 acre parent tract is included "as part of" only five (5) of the tax map numbers; being the larger acreage size parcels

Exhibit D

Appraisal Summaries

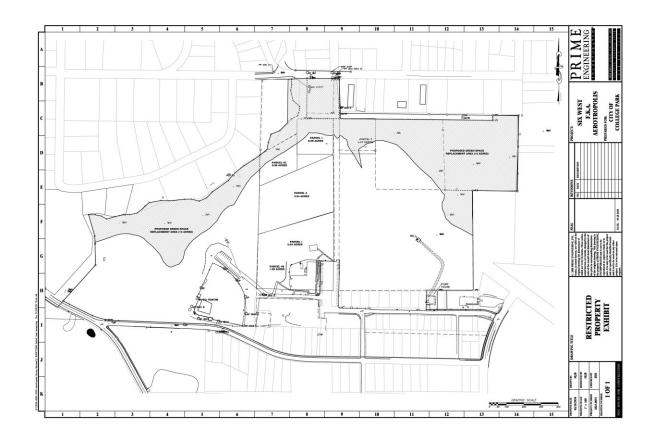
Currently dedicated greenspace properties:

Parcel 2/Survey Tract 4B (Brady Recreation Center and Ballfield)

Parcel 1/Survey Tract 2 (vacant)

Proposed greenspace property:

15.0 acre tract



Return to: Daniel W. Lee, Esq. Freeman, Mathis & Gary LP 100 Galleria Parkway Suite 1600 Atlanta, GA 30339 Cross Reference:
Deed Book 35156, Page 233
Parcel No: 14 019100060541
Parcel No: 14 019100080598
Parcel No: 14 019100060327
Parcel No: 14 019100080556
Deed Book 35410, Page 427
Parcel No: 14 0193 LL0892

STATE OF GEORGIA COUNTY OF FULTON

GREENSPACE CONVERSION AND EXCHANGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 24 day of NOVEMER 2020, between the STATE OF GEORGIA, DEPARTMENT OF NATURAL RESOURCES, a public body existing under the laws of the State of Georgia (hereinafter called "DNR"), and the CITY OF COLLEGE PARK, GEORGIA a municipal corporation, existing under the laws of the State of Georgia (hereinafter called "CITY") (the words "DNR" and "CITY" to include their respective heirs, successors and assigns where the context requires or permits);

WHEREAS, Pursuant to O.C.G.A. § 36-22-1 *et seq*. (the "Georgia Greenspace Act"), DNR and the CITY entered into a Georgia Greenspace Program Grant Award Agreement on May 6, 2002 and June 13, 2001 ("Greenspace Agreements"); and,

WHEREAS, the Greenspace Agreements enabled DNR to provide an award to the CITY for the purchase of certain real property in furtherance of developing community greenspace preservation programs; and,

WHEREAS, the CITY utilized a Greenspace Agreement grant to acquire certain interests in the real property by Limited Warranty Deed from Carlton F. Neville dated June 11, 2003 and recorded at Deed Book 35156, Page 233 Fulton County Deed Records on June 11, 2003 ("Neville Deed"); and,

WHEREAS, the CITY utilized a Greenspace Agreement grant to acquire certain interests in the real property by Limited Warranty Deed from Fulton-Herschell, LLC dated July 10, 2003 and recorded at Deed Book 35410, Page 427 Fulton County Deed Records on July 15, 2003 ("Herschell Deed"); and,

WHEREAS, Section IX of the Greenspace Agreements recognizes and provides for the conversion of greenspace property provided certain requirements have been met; and,

WHEREAS, the City has presented a proposal to DNR to convert the real property from the Neville Deed and Herschell Deed in exchange for approximately 15 acres of land with a greater value and better suitability for the preservation of natural resources and stream buffers ("Substitute Greenspace"); and,

WHEREAS, the CITY is the owner of the Substitute Greenspace and such Substitute Greenspace is not currently, nor has it previously been, permanently protected greenspace property as defined in the Georgia Greenspace Act and the rules and regulations promulgated thereunder or any other analogous federal or state program and the Substitute Greenspace will be newly protected property; and,

WHEREAS, the CITY has compiled with the notice provisions of the Greenspace Agreements, and on October 5, 2020 at a public meeting unanimously approved the conversion of the Neville Deed and Herschell Deed properties to another public purpose and the replacement by the Substitute Greenspace pursuant to the Georgia Greenspace Act.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, and other valuable consideration the receipt of which is hereby acknowledged, the parties agree as follow:

- 1. Pursuant to the Georgia Greenspace Act DNR accepts all that tract or parcel of land lying and being in Land Lot 193 of the 14th District of Fulton County, Georgia as the Substitute Greenspace which property is more particularly described in Exhibit "A" and shown on the plat in Exhibit "B" attached hereto and incorporated by reference.
- 2. The Substitute Greenspace shall be subject to the provisions of the Greenspace Agreements between DNR and the CITY dated June 13, 2001 and May 6, 2002.
- 3. The State of Georgia is a third-party beneficiary under the Greenspace Agreements and if the Substitute Greenspace land is used for anything other than designated greenspace, The State of Georgia has a right to specific performance of the Greenspace Agreements and may require that the property be returned to the use as provide in said Greenspace Agreements.
- 4. CITY shall operate and maintain the Substitute Greenspace land in such a manner as to achieve one or more of the goals of the Georgia Greenspace Act including, protecting or enhancing water quality, providing flood protection, providing natural habitat and corridors for native plant and animal species, protecting archaeological and historic resources, providing passive recreation, or providing connective between lands further contributing to the goals of the Georgia Greenspace Act.
- 5. The Substitute Greenspace shall be designated as greenspace as of the date referenced above and, pursuant to the Georgia Greenspace Act shall continue in perpetuity as greenspace property.
- 6. The Neville Deed and Herschell Deed shall be converted to other public purposes, released from any and all restrictions as to use as protected greenspace as provided in the Georgia Greenspace Act.
- 7. The execution of this Agreement shall release all rights, covenants, indentures, and restrictions to the property under the following documents pursuant to the Georgia Greenspace Act:
 - Limited Warranty Deed dated June 11, 2003 from Carlton F. Neville to the City of College Park, recorded at Deed Book 35156, Page 233, in the records of the Clerk of Superior Court of Fulton County, Georgia, on June 11, 2003;

- Limited Warranty Deed dated July 10, 2003 from Fulton-Herschell LLC to the City of College Park, recorded at Deed Book 35410, Page 427, in the records of the Clerk of Superior Court of Fulton County, Georgia, on July 15, 2003.
- 8. This Agreement shall be recorded in the records of the Clerk of Superior Court of Fulton County, Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

[Remainder of the page is intentionally blank, signatures on the following page]

STATE OF GEORGIA DEPARTMENT OF NATUAL RESOURCES:

Mark Williams, Commission

(SEAL)

Signed, sealed and delivered in the presence of:

Osses	Muguel	de as
Unofficial W	itness	

My commission expires:

CITY OF COLLEGE PARK:

Bianca Motley Broom, Mayor

(SEAL)

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: March 20,2020

[NOTARY SEAL]

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 191 of the $14^{\rm th}$. District, City of College Park, Fulton County, Georgia.

Beginning at a point on the southerly right of way of Park Terrace 146.36 east of the intersection of the westerly right of way of Parkview Circle and said southerly right of way of Park Terrace.

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Thence North 87°34'32" East a distance of 111.16'to a point;
Thence South 89°19'01" East a distance of 186.07'to a point;
Thence South 00°46'41" East a distance of 231.75'to a point;
Thence South 89°28'18" East a distance of 518.61'to a point;
Thence South 89°10'00" East a distance of 370.71'to a point;
Thence North 00°15'43" West a distance of 29.96'to a point;
Thence South 89°24'29" East a distance of 150.04'to a point;
Thence South 00°52'53" West a distance of 181.74'to a point;
Thence South 00°54'47" West a distance of 258.01'to a point;
Thence North 89°01'37" West a distance of 260.08'to a point;
Thence South 00°13'16" East a distance of 177.57'to a point;
Thence South 00°24'37" East a distance of 83.93'to a point;
Thence North 60°45'50" West a distance of 68.04'to a point;
Thence North 63°37'10" West a distance of 38.91'to a point;
Thence North 62°33'50" West a distance of 24.42'to a point;
Thence North 53°47'24" West a distance of 20.31'to a point;
Thence North 36°20'58" West a distance of 13.87'to a point;
Thence North 51°22'37" West a distance of 17.00'to a point;
Thence North 28°52'31" West a distance of 15.20'to a point;
Thence North 09°53'05" West a distance of 16.95'to a point;
Thence North 27°16'36" West a distance of 9.36'to a point;
Thence North 23°37'00" West a distance of 20.52'to a point;
Thence North 07°08'37" West a distance of 18.98'to a point;
Thence North 05°45'52" East a distance of 24.78'to a point;
Thence North 26°02'02" East a distance of 26.98'to a point;
Thence North 04°26'57" East a distance of 11.34'to a point;
Thence North 23°54'35" West a distance of 13.22'to a point;
Thence North 42°38'30" West a distance of 34.88'to a point;
Thence South 30°26'37" West a distance of 0.81'to a point;
Thence North 36°39'54" West a distance of 28.89'to a point;
Thence North 37°29'25" West a distance of 51.72'to a point;
Thence North 49°31'55" West a distance of 67.56'to a point;
Thence North 46°06'08" West a distance of 30.88'to a point;
Thence North 45°56'15" West a distance of 33.27'to a point;
Thence North 39°58'04" West a distance of 51.59'to a point;
Thence North 41°28'26" West a distance of 46.92'to a point;
Thence North 51°47'50" West a distance of 42.64'to a point;
Thence North 63°59'06" West a distance of 38.39'to a point;
Thence North 75°29'55" West a distance of 44.81'to a point;
Thence North 87°38'09" West a distance of 37.09'to a point;
Thence South 84°54'06" West a distance of 12.94'to a point;
Thence South 63°04'35" West a distance of 7.86'to a point;
Thence South 67°15'33" West a distance of 18.24'to a point;
Thence South 76°37'19" West a distance of 16.47'to a point;
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Thence South 67°53'16" West a distance of 17.11'to a point;
Thence South 48°20'43" West a distance of 15.75'to a point;
Thence South 59°07'14" West a distance of 37.33'to a point;
Thence South 03°50'49" East a distance of 40.69'to a point;
Thence South 19°19'02" East a distance of 68.80'to a point;
Thence North 79°12'03" West a distance of 10.78'to a point;
Thence North 30°51'21" West a distance of 53.68'to a point;
Thence North 29°34'44" West a distance of 26.54'to a point;
Thence North 33°17'38" West a distance of 20.46'to a point;
Thence North 32°18'13" West a distance of 50.09'to a point;
Thence North 14°06'02" East a distance of 12.47'to a point;
Thence North 22°01'41" West a distance of 20.35'to a point;
Thence North 62°54'22" West a distance of 9.25'to a point;
Thence North 62°53'47" West a distance of 10.47'to a point;
Thence North 35°33'20" West a distance of 7.41'to a point;
Thence North 53°57'00" West a distance of 9.36'to a point;
Thence North 51°03'51" West a distance of 4.63'to a point;
Thence North 87°47'19" West a distance of 7.32'to a point;
Thence South 26°52'09" West a distance of 13.93'to a point;
Thence South 73°59'28" West a distance of 11.62'to a point;
Thence North 39°26'42" West a distance of 14.60'to a point;
Thence North 34°59'59" West a distance of 6.07'to a point;
Thence North 40°09'22" West a distance of 5.02'to a point;
Thence South 73°04'39" West a distance of 12.36'to a point;
Thence North 89°52'02" West a distance of 24.29'to a point;
Thence North 79°35'59" West a distance of 18.78'to a point;
Thence North 75°15'33" West a distance of 20.54'to a point;
Thence North 77°30'57" West a distance of 8.25'to a point;
Thence North 76°14'21" West a distance of 17.15'to a point;
Thence North 87°12'26" West a distance of 15.19'to a point;
Thence South 83°26'50" West a distance of 21.73'to a point;
Thence North 78°53'17" West a distance of 6.28'to a point;
Thence South 41°14'43" West a distance of 29.27'to a point;
Thence South 54°01'50" West a distance of 50.91'to a point;
Thence South 59°24'15" West a distance of 56.37'to a point;
Thence South 53°20'08" West a distance of 23.56'to a point;
Thence South 54°19'41" West a distance of 22.16'to a point;
Thence South 54°58'19" West a distance of 33.48'to a point;
Thence South 60°08'15" West a distance of 26.71'to a point;
Thence South 57°46'25" West a distance of 14.89'to a point;
Thence South 58°46'29" West a distance of 19.54'to a point;
Thence South 58°50'31" West a distance of 35.41'to a point;
Thence South 44°12'31" West a distance of 52.73'to a point;
Thence South 47°58'25" West a distance of 63.11'to a point;
Thence South 36°37'52" West a distance of 45.13'to a point;
Thence South 28°27'11" West a distance of 78.46'to a point;
Thence South 34°43'17" West a distance of 41.45'to a point;
Thence South 31°19'12" West a distance of 24.55'to a point;
Thence South 74°37'19" West a distance of 15.12'to a point;
Thence South 76°03'51" West a distance of 15.24'to a point;
Thence South 51°46'44" West a distance of 29.77'to a point;
Thence South 41°15'06" West a distance of 31.91'to a point;
Thence South 29°14'05" West a distance of 47.91'to a point;
Thence South 44°10'52" West a distance of 58.89'to a point;
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Thence South 54°08'11" West a distance of 31.88'to a point;
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Thence South 47°00'34" West a distance of 13.71'to a point;
Thence South 57°51'38" West a distance of 23.57'to a point;
Thence South 50°39'54" West a distance of 17.49'to a point;
Thence South 54°10'16" West a distance of 16.41'to a point;
Thence South 42°30'38" West a distance of 33.70'to a point;
Thence South 33°24'27" West a distance of 45.85'to a point;
Thence South 12°26'00" West a distance of 47.63'to a point;
Thence South 36°14'50" West a distance of 37.17'to a point;
Thence South 68°36'11" West a distance of 54.81'to a point;
Thence North 64°45'29" West a distance of 23.56'to a point;
Thence North 37°01'34" West a distance of 36.65'to a point;
Thence North 26°17'26" West a distance of 30.80'to a point;
Thence North 32°21'46" West a distance of 27.54'to a point;
Thence North 44°03'07" West a distance of 38.89'to a point;
Thence North 48°33'23" West a distance of 55.86'to a point;
Thence North 49°30'53" West a distance of 17.16'to a point;
Thence North 59°47'56" West a distance of 17.91'to a point;
Thence North 63°39'02" West a distance of 14.26'to a point;
Thence North 70°56'29" West a distance of 11.91'to a point;
Thence North 83°19'00" West a distance of 22.68'to a point;
Thence North 73°37'47" West a distance of 20.01'to a point;
Thence North 86°38'17" West a distance of 30.18'to a point;
Thence South 84°00'13" West a distance of 28.72'to a point;
Thence South 75°37'02" West a distance of 29.67'to a point;
Thence South 68°51'41" West a distance of 29.70'to a point;
Thence South 71°35'47" West a distance of 92.65'to a point;
Thence North 04°32'38" West a distance of 38.47'to a point;
Thence North 16°06'52" West a distance of 126.01'to a point;
Thence South 89°54'31" East a distance of 38.83'to a point;
Thence South 77°49'44" East a distance of 35.17'to a point;
Thence South 61°58'36" East a distance of 36.60'to a point;
Thence North 74°01'54" East a distance of 58.02'to a point;
Thence North 75°06'07" East a distance of 43.97'to a point;
Thence South 86°36'46" East a distance of 33.66'to a point;
Thence North 77°29'08" East a distance of 46.01'to a point;
Thence North 51°05'57" East a distance of 44.15'to a point;
Thence North 41°12'54" East a distance of 16.09'to a point;
Thence North 51°05'15" East a distance of 32.13'to a point;
Thence North 79°49'06" East a distance of 67.44'to a point;
Thence North 89°53'51" East a distance of 73.74'to a point;
Thence North 82°59'18" East a distance of 63.36'to a point;
Thence North 89°02'31" East a distance of 41.75'to a point;
Thence South 75°31'12" East a distance of 46.70'to a point;
Thence North 65°58'05" East a distance of 47.40'to a point;
Thence North 44°16'33" East a distance of 46.65'to a point;
Thence North 54°36'11" East a distance of 67.67'to a point;
Thence North 54°01'11" East a distance of 46.72'to a point;
Thence North 41°05'51" East a distance of 59.70'to a point;
Thence North 51°40'20" East a distance of 66.30'to a point;
Thence North 57°51'16" East a distance of 64.51'to a point;
Thence North 56°27'37" East a distance of 44.27'to a point;
Thence North 49°22'16" East a distance of 56.82'to a point;
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Thence North 10^{\circ}49'12" East a distance of 41.00'to a point; Thence North 18^{\circ}02'23" East a distance of 49.41'to a point; Thence North 67^{\circ}57'27" East a distance of 53.46'to a point; Thence North 44^{\circ}50'42" East a distance of 63.76'to a point; Thence North 00^{\circ}57'51" East a distance of 254.36'to a point; THE POINT OF BEGINNING
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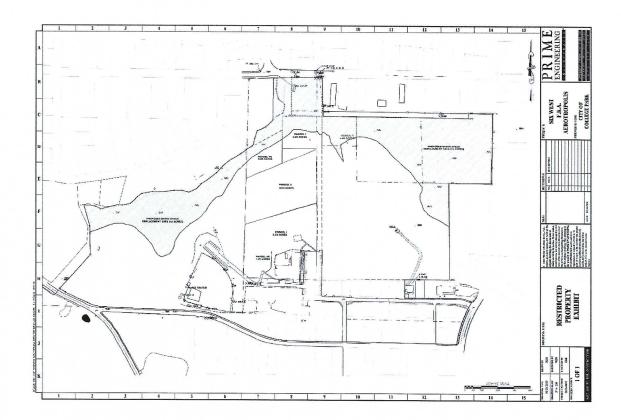
Together with and subject to all legal easements and rights of way both public and private. Said Parcel having an area of 655,469.5 square feet or 15.048 acres more or less.

Exhibit "B"

Dedicated greenspace properties pursuant to June, 2001 Agreements:

Parcel 2/Survey Tract 4B (Brady Recreation Center and Ballfield)
Parcel 1/Survey Tract 2 (vacant)

Substituted greenspace property: 15.0 acre tract along the northern boundary



Meeting Georgia Department of Natural Resources Thursday, March 23, 2023 9:00 AM

Zoom Meeting
Present
Rayne Gaston, Grant Specialist
Ouicia Jolly, Former Grants Compliance Specialist
Michelle Alexander, Economic Development Director
Jackson Myers, Interim City Manger
Michelle Johnson, Recreation & Cultural Arts Director
Antoinette Norfleet

Meeting to go over compliance issue with the City of College Park and Department of Natural Resources, Land and Water Conservation Fund.

Issues:

- Brannon Park- potential conversion requiring additional information about the cell tower.
- Southside Park- unresolved conversion due to the area being sold to Atlanta Hartsfield Airport to expand the runway.
- International Convention Center- unresolved conversion due to the area being sold to Atlanta Hartsfield Airport to expand the runway.

History: Not compliance information

Southside and International Convention Center Park

Federal grant for these parks. Issue that the park was in process of conversion site (land swap) but not completed for Southside Park and International Convention Center. Eric Stipe started the process in 1999 but did not compete. In 2001, GDNR met with Eric Stipe and Barbara Trapovnick. Process not completed. Would need to start over on the process. Need two parks to replace. Need to get an appraisal and find area to swap. This process takes approximately 18 months. Eric Stipe was going to swap out for James Town Park but can not due know that it is established.

Southside Park is 7.5 acres will send over the information and maps to us for us to look at. Need to reappraise and start conversation process for both parks.

Cell Tower on the Brannon Park

Not in compliance would need to start process to swap out for the use of this space in the park. Not sure if the new restroom build will qualify for the swap at Brannon Park. The field is being revitalized currently.

Brenninigham Park (Brady playground and sports field)

If we are going to sell the land we will need to have the conversion request filed and approved. Michelle Alexander believed that this was already done but the application and approval was not for the

federal grant from Georgia DNR but from state for the greenspace grant. The City received two grants on this property and the approval for the green space grant for the land swap does not meet the federal approval so we will need to application to have approved if we want to relocate the park and the baseball field at Brady.

TO DO:

- 1. Application process for the Southside Park and International Convention Center
 - a. Application
 - b. Appraisal
 - c. Approval
 - d. 18 month process
 - e. Need to find location for equivalent replacement for amount of land and value
- 2. Cell Tower
 - a. Same process
- 3. Brenningham (Brady playground and sports field)
 - a. If we want to sell property need to go through application and conversion process.

Email History:

From: Michelle Johnson <mjohnson@collegeparkga.com>

Sent: Monday, November 7, 2022 3:08 PM **To:** Jolly, Ouicia <ouicia.jolly@dnr.ga.gov>

Cc: Jackson Myers < <u>imyers@collegeparkga.com</u>>; Bianca Motley Broom

<bmotleybroom@collegeparkga.com>; Hugh Richardson <hrichardson@collegeparkga.com>; Lance

Terry < !Terry < !terry@collegeparkga.com ; Michelle Alexander < <a href="mailto:m

Subject: City of College Park LWCF Various Site

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Jolly,

It was a pleasure speaking with you today. We received your letter along with your inspection on Brenningham Park (Brady Recreation/Brady Fields), Barrett Park and Jamestown Park (Charles E. Phillips Esquire Park) and that they were in compliance with inspection for the federally funded-state administered grant program for the Land and Water Conservation Fund (LWCF) to remain usable park land in perpetuity unless approval is granted by the Secretary of Interior. You have requested information and an update on Brannon Park. Brannon Park located off Herschel is currently under renovations. There is a new development coming in surrounding the park, Hawthorne Station. We have a development agreement with them to help with upgrades on the park. The park is getting upgraded with new fencing, new sports lighting along with an addition of a pavilion with restrooms. I have included the pavilion design labeled Hawthorne Station Pavilion which has been built and will be the

Brannon Park Pavilion. You asked about the cell tower located on the property. I believe the cell tower was approved to be located on the property by Mayor and Council around 1990. From my understanding it is on our property but will need to do some research to verify. I have included a land plot of Brannon Field and the new pavilion design with plans. The park is hoping to be completely renovated by spring or summer of 2023.

As for your question about the Southside Park. My understanding that that park no longer exists due to one of the constructions of the 5th runway for the Atlanta Airport. The park sat on Hwy 314 next to the Liberty Baptist Church. That area around there all went to the airport new runway build. If you need anything else please do not hesitate to reach out.

Thank you,

Michelle Johnson, Director
City of College Park
Department of Recreation and Cultural Arts
3636 College Street
College Park, GA 30337
P | 404.669.3767 EXT 1200
C | 404.918.0550
F | 404.600.3042

www.collegeparkga.com

11/10/2022

Good afternoon, Michelle

I apologize that I could not speak with you on Wednesday. I left a message for you today with the Administrator to return my call when you get time. I would like to discuss the updates you have and go over the conversions with Southside Park (13-00354, 13-00437), and International Convention Center (LWCF#13-00563). There is a process that is needed to complete in ensuring eligibility for future LWCF funding.

I look forward to speaking with you soon.

Have a good weekend

Ouicia Jolly
Grants Compliance Specialist
Department of Natural Resources
Land and Water Conservation Fund
Office: 404.463.8632 Cell: 404.290.7958

Office: 404.403.8032 Cell: 404.230



11/14/2022

Good afternoon,

I have attached copies of the agreements/amendments, site map, and affidavits that mention the LWCF perpetual compliance. If the City moves forward with selling Brenningham Park property, it will become a conversion. Below are the current issues so far:

- Brannon Park- potential conversion requiring additional information about the cell tower.
- Southside Park- unresolved conversion due to the area being sold to Atlanta Hartsfield Airport to expand the runway.
- International Convention Center- unresolved conversion due to the area being sold to Atlanta Hartsfield Airport to expand the runway.

The resolution to resolve a conversion requires a replacement property that is equal to or greater value than the converted site. The replacement property will be evaluated through environmental reviews, appraisals, and historic reviews through State Historic Preservation Office as a complete conversion packet. The conversion packet will be reviewed by DNR and National Park Service (NPS), but the final official approval will be from NPS.

I would be happy to schedule a time to discuss the issues and the conversion process. Please let me know of a good day and time that would work for your office. I work Monday – Friday from 9:00 am to 6:00 pm.

I look forward to talking to you soon.

Ouicia Jolly
Grants Compliance Specialist
Department of Natural Resources
Land and Water Conservation Fund

Office: 404.463.8632 Cell: 404.290.7958



Note:

- 1. Attachments 13-00477-M1 Brenningham State Site Map
- 2. 13-0047-MI STATE AGR AMMD
- 3. 13-00437 07-81 AFFIDAVITS
- 4. 13-00437 STTE AGR)AMMND (2)

Good afternoon, Michelle,

I hope you are doing well and happy new year!!! I have been elevated to another position within the grants unit in GADNR. I have forwarded your email to Antoinette Norfleet and the new compliance specialist Rayne Gaston to assist you moving forward.

I hope for the best in the future to resolve the compliance issues.

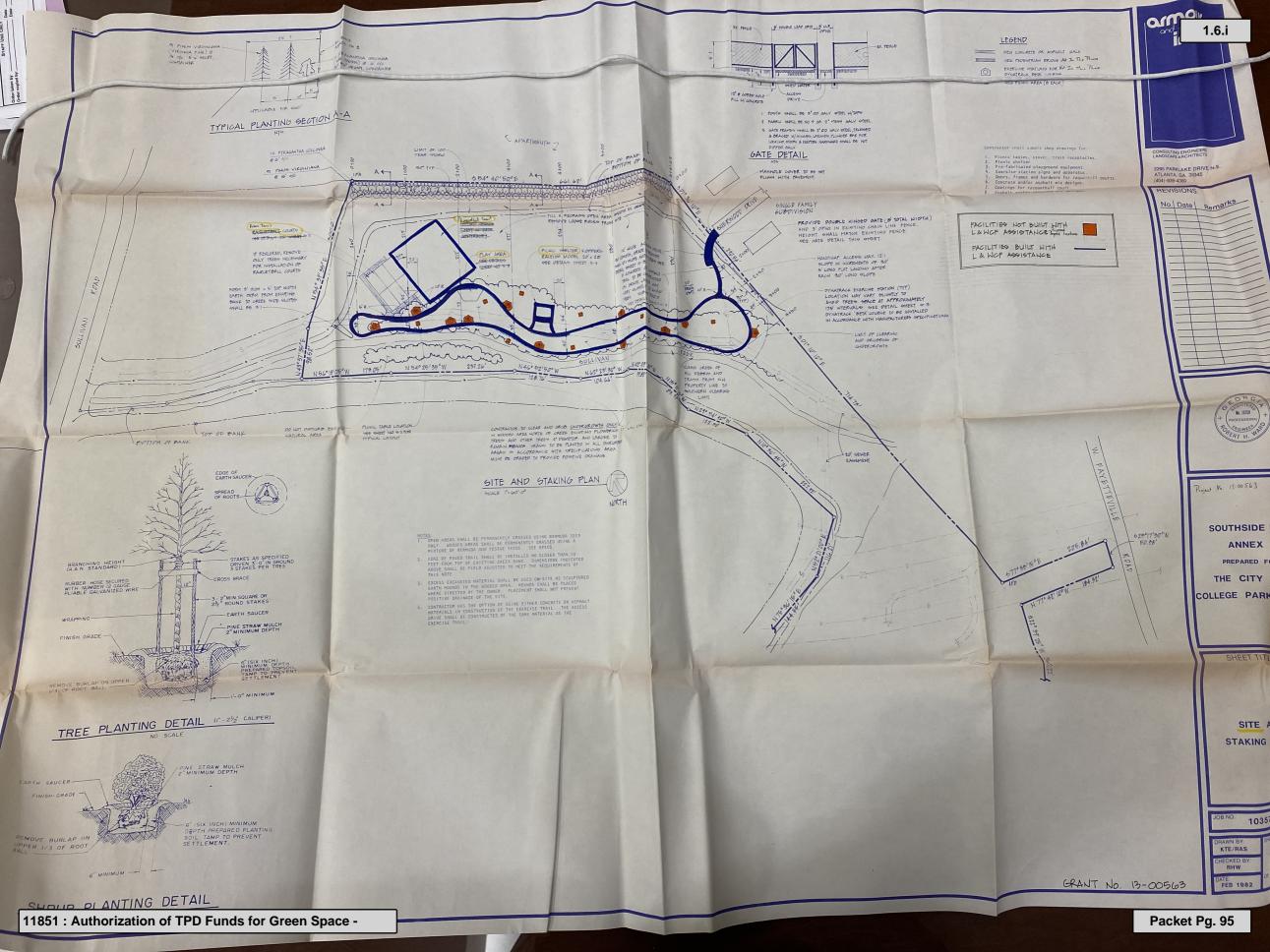
Have a great day!!!

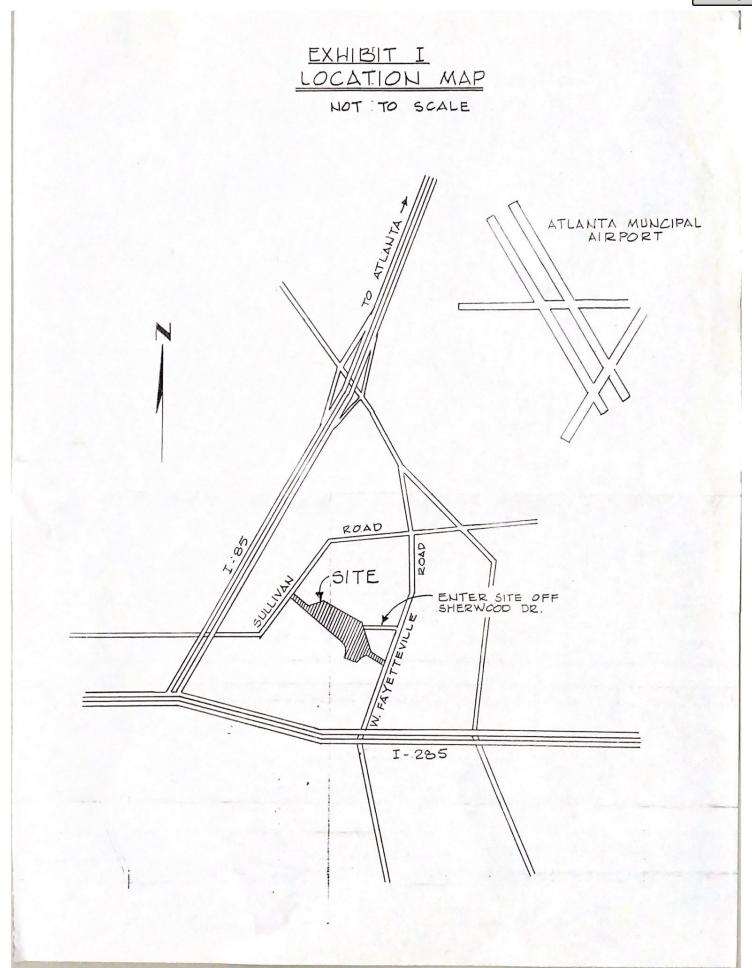
Ouicia Jolly

Recreational Trails Program Manager

Department of Natural Resources

Office:404.463.1779 Cell:470.898.3070







BRIAN KEMP GOVERNOR MARK WILLIAMS

COMMISSIONER

April 14, 2023

MEMORANDUM

TO:

All Qualified Applicants

FROM:

Taylor Brown \\

Chief of Grants, Georgia Department of Natural Resources

SUBJECT:

Georgia Outdoor Stewardship Program and Recreational Trails Program

2023-2024 Funding Cycle Dates and Education Workshop Announcement

The Georgia Department of Natural Resources (DNR) is pleased to announce the Georgia Outdoor Stewardship Program (GOSP) and Recreational Trails Program (RTP) funding cycle dates and Educational Workshops for the 2023-2024 funding cycle.

Below you will find information on both programs, as well as the dates and times for the webinar-based workshops that are being offered. These are excellent opportunities to become familiar with each program and get invaluable guidance on the application process and criteria. The funding cycle dates for both programs are outlined below and are also posted at https://gadnr.org/grants.

Georgia Outdoor Stewardship Program

Georgia Outdoor Stewardship Program (GOSP) is a grant and loan program administered by the Georgia Department of Natural Resources and authorized by the Georgia Outdoor Stewardship Act. Through GOSP, Conserve Georgia Grants and Loans are dispersed for the purpose of providing stewardship to state parks; state lands and wildlife management areas; to support local parks and trails; and to protect critical conservation lands. Eligible applicants include qualified local governments (as determined by the Department of Community Affairs), constituted recreation authorities, state agencies and nongovernmental entities with a core mission of conservation.

GOSP Funding Cycle Dates are as Follows:

August 1, 2023 Pre-application window opens
October 13, 2023 Pre-application window closes
Spring 2024 Successful Pre-applicants notified
Spring 2024 Second-level Application period opens
May 30, 2024 Second-level Application period closes
Summer 2024 Final Approval of Projects

2 MARTIN LUTHER KING, JR., DRIVE S.E., SUITE 1370 | ATLANTA, GEORGIA 30334 404-463-0288 | www.GADNR.org

11851: Authorization of TPD Funds for Green Space -

Packet Pg. 97

Recreational Trails Program

The Recreational Trails Program (RTP) is a federal grant program funded by the Federal Highway Administration and administered at the state level by the Georgia Department of Natural Resources. The purpose of RTP is to support recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. Eligible applicants include qualified local governments (as determined by the Department of Community Affairs), authorized commissions, state agencies and federal agencies.

RTP Funding Cycle Dates are as Follows:

September 1, 2023 Pre-application window opens November 1, 2023 Pre-application window closes

February 2024 Successful Pre-applicants invited to Second-level Application

March 31, 2024 Second-level Application period closes Fall 2024 Final approval of Projects anticipated

For more information about the GOSP or RTP, please visit https://gadnr.org/grants

GOSP and RTP Workshops

DNR Grants Staff will conduct two web-based workshops about GOSP and RTP's Nonmotorized Trail Grants. These sessions will highlight each program and introduce the application process. RTP will conduct a separate workshop solely addressing Motorized Trail grant opportunities. These workshops will be at no cost to the public, but we ask that you register at the following links or at https://gadnr.org/grants

GOSP and RTP Nonmotorized Trail Grants: https://attendee.gotowebinar.com/rt/3214496340881496664 RTP Motorized Trail Grant: https://attendee.gotowebinar.com/register/666362750347881301

Workshop dates are as follows:

Thursday, June 22, 2023 9:00 a.m. – 1:00 p.m. GOSP and RTP Nonmotorized Trail Grants GOSP and RTP Nonmotorized Trail Grants GOSP and RTP Nonmotorized Trail Grants only RTP Motorized Trail Grants

If you have any questions or need additional information concerning the workshops, please contact:

GOSP – Bethany Carnes at 404-463-0288 or bethany.carnes@dnr.ga.gov RTP – Ouicia Jolly at 404-463-1779 or ouicia.jolly@dnr.ga.gov

We look forward to partnering with you in providing quality outdoor resources for your citizens.

cc: Members of the GOSA Board of Trustees Members of Board of Natural Resource Commissioner Mark Williams

2 MARTIN LUTHER KING, JR., DRIVE S.E., SUITE 1370 | ATLANTA, GEORGIA 30334 404-463-0288 | www.GADNR.org

11851: Authorization of TPD Funds for Green Space -



MARK WILLIAMS, COMMISSIONER

September 20, 2022

Bianca Motley Broom, Mayor College Park City Hall 3667 Main Street College Park, GA 30337

RECEIVED

NOV - 1 2022

MAYOR'S OFFICE

RE:

Land & Water Conservation Fund City of College Park Various Sites

Dear Mayor Broom

Our office administers a federally funded-state administered grant program called the Land and Water Conservation Fund (LWCF). This grant program has been in existence since 1965 and has assisted the majority of Georgia's cities and counties in acquiring property and/or developing it for the sole purpose of providing outdoor recreation opportunities for the respective citizens. Throughout the years, the City of College Park has received grants for numerous sites.

Section 54 U.S.C. § 200305(f)(3) of the LWCF Act states that properties acquired or developed with LWCF funds are to remain usable park land in perpetuity unless approval is granted by the Secretary of the Interior. The Act also states that at least once every five years, an inspection of the LWCF-assisted sites shall be performed. During the recent inspection of the parks, it was determined that Brenningham Park (Brady Recreation Center/Brady Fields), Barrett Park, and Jamestown Park (Charles E. Phillips Esquire Park) are well-maintained and operating according to the guidelines of the LWCF program. However, Brannon Park (Brannon Memorial Park) was not used for outdoor recreation. (see inspection report).

We ask that you contact our office to discuss options to resolve the compliance issue. (404.463.8632)

Thank you for your time.

Sincerely,

Ouicia I. Jolly

Grants Compliance Specialist

Enclosure

2 MARTIN LUTHER KING JR. DRIVE; SUITE 1352 | ATLANTA, GEORGIA 30334 404.463.8632 | www.GADNR.org/LWCF

DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND ON-SITE INSPECTION REPORT

PRE-AWARD ANNUAL PROGRESS FINAL _X_	_POST COMPLETION			
Project Title: Brenningham Park (Brady Rec Center/Brady Fields)	Grant No: 13-00437, 13-00477-M1			
Sponsor: City of College Park County: Fulton	Date Inspected: July 15, 2022			
Park Address: Brenningham Park College Park, GA 30337 Inspector: Ouicia Jolly	Grant Amount: \$40,000.00 Grant Period: May 30, 1979			
Overall Appearance/Quality: Good X Fair Poor Poor	Type: A D _X C R			
Check all that apply (If not checked, provide information in the Comments section):				
1. Property is being used for intended purposes (parkland, outdoor recreation or support facility). 2. Property is being maintained to be attractive and inviting to the public (clean and inviting). 3. Repair and upkeep of structures and/or equipment are adequate (equipment is working properly). 4. Property is open to the public during reasonable hours & times of the year (accessible to the public). 5. Property is ADA accessible (features that assist in access and/or participation). 6. Property is properly signed to allow for user information (showing safety & scheduling information). 7. LWCF Program assistance acknowledgement sign is posted (LWCF sign, plaque, or statement).				
Comments:				
The park consists of playground, picnic pavilion with tables, recreation	n building, and paved parking.			
The last inspection reported a lighted softball field, during the inspection as green space.	on the area appeared to bed used			
The LWCF assistance plaque was posted to the park sign at the entra	ance.			
We commend you for your efforts in maintaining the park according to the LWCF program standards.				
(Inspector Signature Date) Date) (Unit Super	Cluf (D)(S)Date)			
Follow-up Required: Yes No				
Letter sent to:				
Date:				











Brennugham Park 13-00434, 13-00479-MI

Brady Recreation Center

DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND ON-SITE INSPECTION REPORT

PRE-AWARD ANNUAL PROGRESS FINAL	X POST COMPLETION
Project Title: Jamestown Park (Charles E. Phillips Esquire Park)	Grant No: 13-00437
Sponsor: City of College Park County: Fulton	Date Inspected: July 15, 2022
Park Address: 4438 Herschel Rd. College Park, GA 30337 Inspector: Ouicia Jolly	Grant Amount: \$50,000.00 Grant Period: May 18, 1978
Overall Appearance/Quality: Good X Fair Poor Poor	Type: A DX CR
Property is being used for intended purposes (parkland, outdoor red). Property is being maintained to be attractive and inviting to the purpose (parkland, outdoor red). Repair and upkeep of structures and/or equipment are adequate (ed). Property is open to the public during reasonable hours & times of purpose times. Property is ADA accessible (features that assist in access and/or purpose times and/or	ecreation or support facility). blic (clean and inviting). equipment is working properly). the year (accessible to the public). participation). safety & scheduling information).
Comments:	
The park consists of a playground, picnic pavilions with tables, tw green space, lighted brick walking paths, park benches, water for	vo lighted fenced tennis courts, open untains, and paved parking.
At the time of the inspection, the second playground area was un was on-site working on the restroom building and the playground	der reconstruction, Construction team area.
The LWCF assistance plaques were not present during the inspe	ction.
We commend you for your efforts to maintain the park according	to the LWCF program standards.
(Inspector Signature Date) (Unit S	upervisor Signature Date)
Follow-up Required: Yes No 🗌	
Letter sent to:	
Date:	







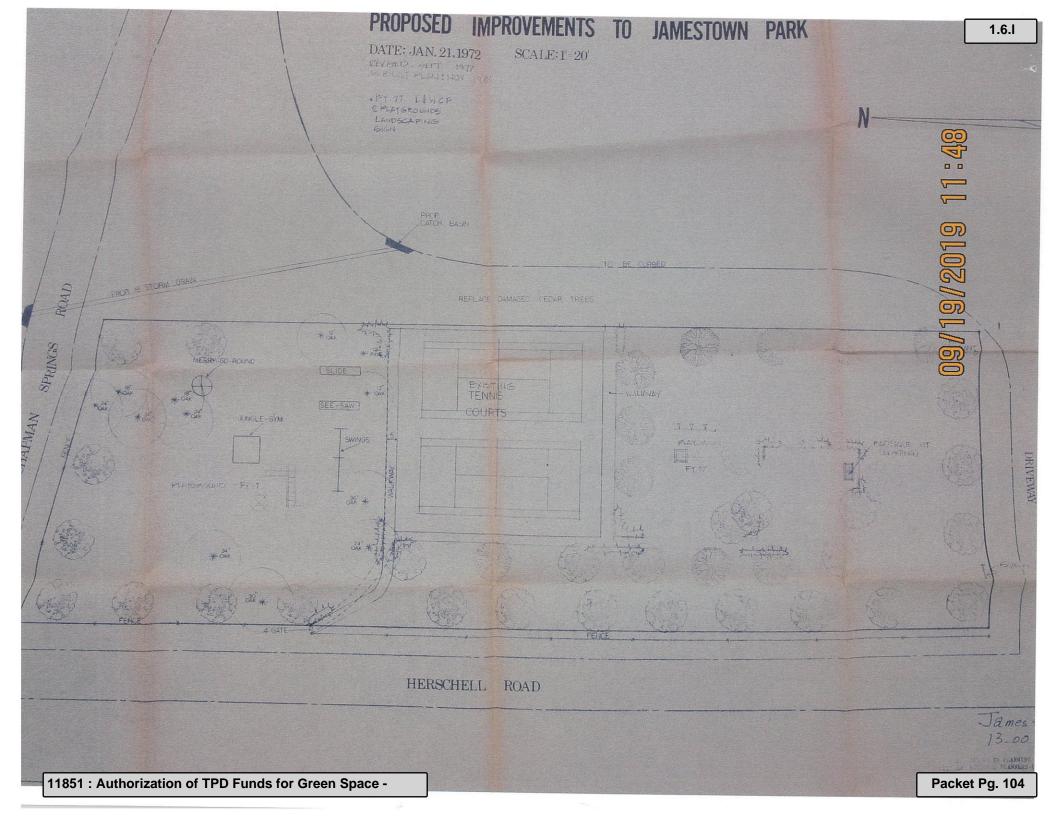






Jamestonen Park (Charles E. Phillips Sr.) Esquire Park

13-00437



DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND ON-SITE INSPECTION REPORT

PRE-AWARD ANNUAL PROGRESS FINAL _X _P	OSI COMPLETION			
Project Title: Barrett Park	Grant No: 13-00437			
Sponsor: City of College Park County: Fulton	Date Inspected: July 15, 2022			
Park Address: 2001 Walker Ave. College Park, GA 30337 Inspector: Ouicia Jolly	Grant Amount: \$50,000.00 Grant Period: May 18, 1978			
Overall Appearance/Quality: Good X Fair Poor Poor	Type: A D _X C R			
Check all that apply (If not checked, provide information in the Comments section): 1 Property is being used for intended purposes (parkland, outdoor recreation or support facility). 2 Property is being maintained to be attractive and inviting to the public (clean and inviting). 3 Repair and upkeep of structures and/or equipment are adequate (equipment is working properly). 4 Property is open to the public during reasonable hours & times of the year (accessible to the public). 5 Property is ADA accessible (features that assist in access and/or participation). 6 Property is properly signed to allow for user information (showing safety & scheduling information). 7 LWCF Program assistance acknowledgement sign is posted (LWCF sign, plaque, or statement).				
Comments:				
The park consists of a large open green space, brick lighted walking path tables, two fenced-lighted tennis courts, and a playground.	n, five picnic pavilions with			
At the time of the inspection, the playground was closed off for reconstruc	ction.			
The LWCF assistance plaque was not present at the time of the inspection.				
We commend you for your efforts to maintain the park according to the LWCF program standards.				
(Inspector Signature Date) O 5 22 (Unit Superviso	luflet 0 18 000 18 18 18 18 18			
Follow-up Required: Yes 🕡 No 🗌				
Letter sent to:				
Date:				



Barrett Park 13-00437

DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND ON-SITE INSPECTION REPORT

PRE-AWARD ANNUAL PROGRESS FINAL _X _P	OST COMPLETION			
Project Title: Brannon Park (Brannon Memorial Park)	Grant No: 13-00437			
Sponsor: City of College Park County: Fulton	Date Inspected: July 15, 2022			
Park Address: Brannon Memorial Park, College Park GA 30337 Inspector: Ouicia Jolly	Grant Amount: \$50,000.00 Grant Period: May 18, 1978			
Overall Appearance/Quality: Good Fair Poor _X	Type: A D _X _C R			
Check all that apply (If not checked, provide information in the Comments section):	1994 to			
 Property is being used for intended purposes (parkland, outdoor recreation or support facility). Property is being maintained to be attractive and inviting to the public (clean and inviting). Repair and upkeep of structures and/or equipment are adequate (equipment is working properly). Property is open to the public during reasonable hours & times of the year (accessible to the public). Property is ADA accessible (features that assist in access and/or participation). Property is properly signed to allow for user information (showing safety & scheduling information). LWCF Program assistance acknowledgement sign is posted (LWCF sign, plaque, or statement). 				
Comments:				
The City of College Park was awarded a grant in 1978 for the development of the property known as Brannon Park. Based on the inspection in 2015 reported a lighted ball field, small, paved parking area, three picnic tables, and an emergency call box.				
During the recent inspection, the picnic tables and the ballfields were remains a found outside the ballfield area.	noved. A freshly paved area			
A cell tower was found next to the area of the ball fields.				
The park sign including the LWCF assistance plaque was not present at the time of the inspection.				
Attached are the state agreement and map of the project. We ask that you contact us as soon as possible to discuss the compliance issue.				
(Inspector Signature Date) O 5/22 (Unit Supervisor	r Signature Date)			
Follow-up Required: Yes 🔲 No 🔲				
Letter sent to:				
Date:				













Brannon Park 13-00437

11851 : Authorization of TPD Funds for Green Space -

Packet Pg. 108







Brunnen Park

STATE OF GEORGIA

DEPARTMENT OF NATURAL RESOURCES Project Agreement

Applicant	College Park		Project Nu	mber	
Street	Box F		County	Fulton	
City	College Park	Zip Code	30337	Phone Number	404-767-1537
Project Title	College Park Dev	elopments 197	78		

Project Scope (Description of Project)

This project consists of the initial development of five park sites located in the City of College Park by the City of College Park.

1- Barrett Park: The principal features of this development are: site improvement ,playground, walkways, landscaping and project administration including design, engineering and supervision.

2- Brannon Park: The principal features of this development are: site improvement, paving of the service road and parking lot, playground, landscaping, grassing, and project administration including design, engineering and supervision.

3- Brenningham Park: The principal features of this development are: site improvement, playground and project administration including design, engineering and supervision.
4- Jamestown Park: The principal features of this development are: site improvement, walkways, one (1) shelter and project administration including design, engineering and supervision.

5- Southside Park: The principal features of this development are: site improvement, fitness trail, grassing and landscaping and project administration including design engineering and supervision.

Title of the Grant-in-Aid:		Land and	Land and Water Conservation Fund	
Project Cost				The following attachments are hereby
Total Cost	\$_	50,000.00		incorporated into this agreement:
Fund Support		50	ક	1. General Provisions
Grant-in-aid	\$_	25,000.00		2. Project Proposal
Local Funds	\$_	25,000.00		3. Certification

(July, 1977)

Page 1 of 10 Pages

The State of Georgia, represented by the Commissioner, Department of Natural Resources, and the Applicant named above (hereinafter referred to as the Applicant), mutually agree to perform this agreement in accordance with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby made a part hereof.

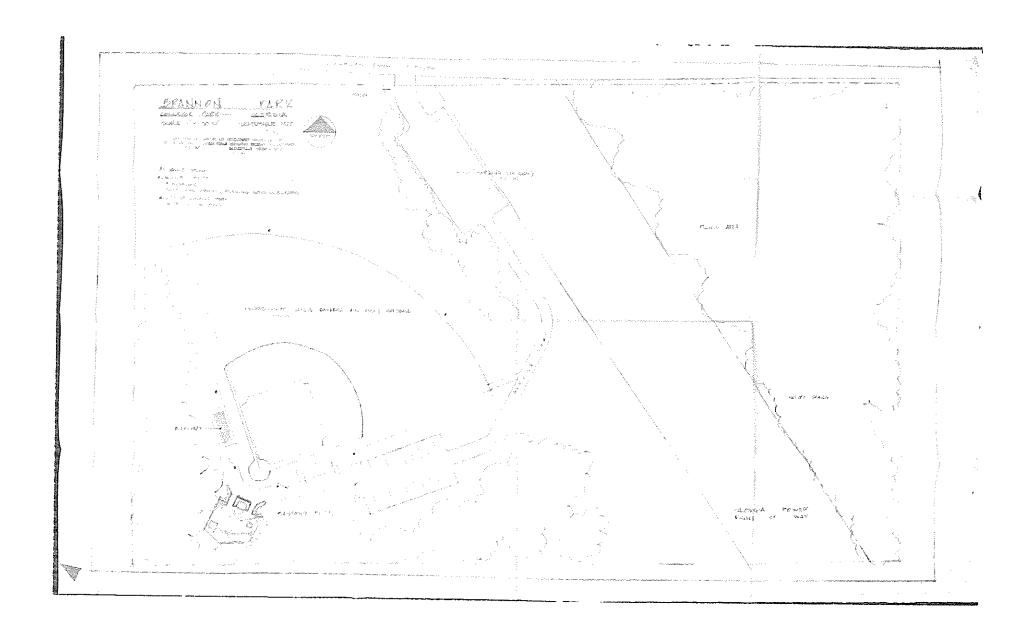
The State of Georgia hereby promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the State's share of the costs of the above project, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the State of Georgia herein, to execute the project described above in accordance with the terms of this agreement.

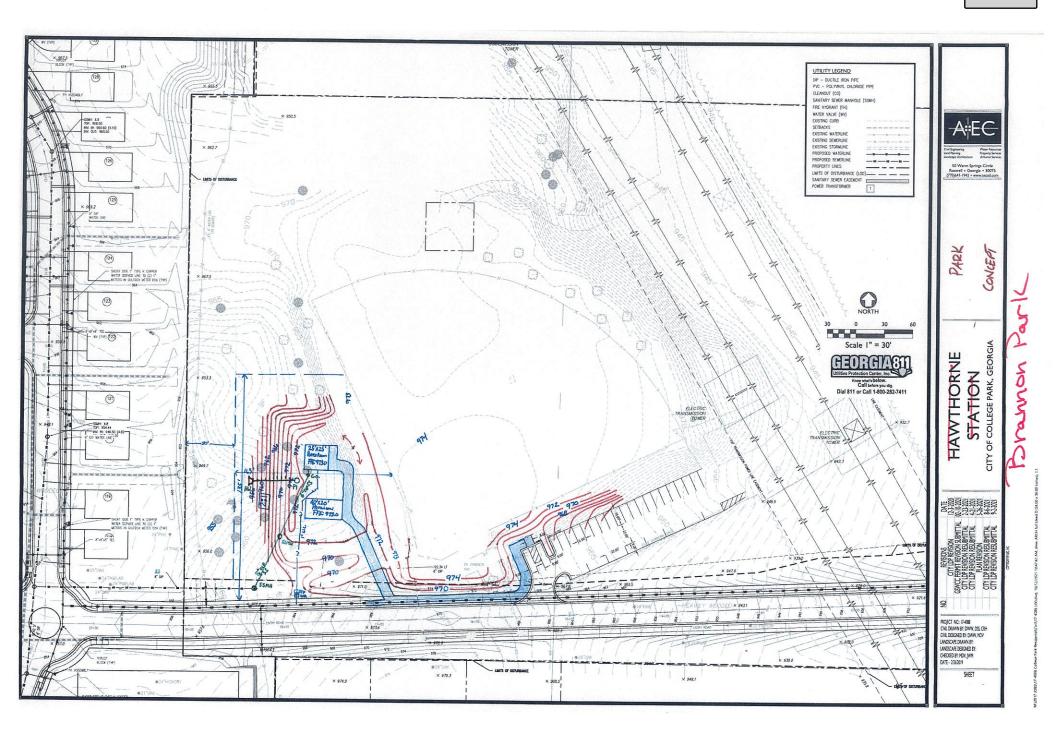
The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this Agreement as of the date entered below.

STATE OF GEORGIA	APPLICANT City of College Park
(Title) DEPARIMENT OF NATURAL RESOURCES	By Ralal L. Laule (Signature) Ralf L. Presley
5/18/78 (Date)	(Name) Mayor
. ,	(Title)

Page 2 of 10 Pages





Fastener Schedule	Fastener	Harden Francis
Material & Location Jost to sit or girder toe nail	Fastener Bd convon	Number/Spacing
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Over 1" x 6" subfloor to each jost face not	83 common 83 common	2
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Doubled study. Tace nail	10d common	24" 0.0
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Top plates, ups and intersections, face not	16d conmun	2 or 3-10d commun
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Continuous header to stud, the net	Bulgaren	3
Celling just laps over partitions, lace nar	16d contrien	2
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Califord for plate to exercise catters, take had Rafter to plate too nat	163 common 8d common	3 or 4-10d commun.
		3
t such brace to each stuff and plate, face half	Edicorreps Bd sontreps	2
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	12d common	24° D.C.
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		bottom & staggered
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Material & Location	Fastener	Humber of Spacing
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Plywood and Particleboard Subflooring		
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		10" a c intermedate
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	8d winuter or spiral trissol	d'ois intermodate
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	3'S" maximum cover	To c intermediate
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	100000000000000000000000000000000000000	4" o c. intermediate
Plywood and Particle board Roof Sheathing		
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		B" a c. infermediate
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		6" o c intermediate
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ote alledges occued		3" o c at edges
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DESIGN CRITERIA FOR ROCKLYN HOMES

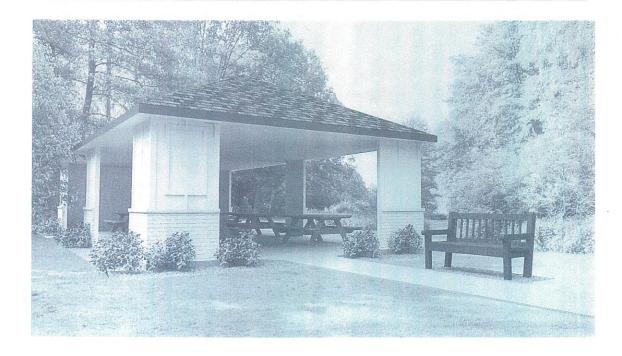
GOVERNING CODES AND STANDARDS

1800000 resourced control of the Market (2020) abload Fire Code, 2018 Edition, with Opergia Schediff (2018) abload Fire Code, 2018 Edition, with Opergia Codes Reported:

demational File Code, 2018 Edition, with Georgia
mendments (2002)
mendment

tolernational Energy Conservation Code, 2018 Edition, with Georgia Supplements and Amendments (2020)

Brannon Park Pavilion HAWTHORNE STATION PAVILION



SHEET#	DESCRIPTION
CS	COVER SHEET
AIC	FOUNDATION PLAN
110	FLOOR PLAN AND ELECTRICAL PLAN
A1.2	ELEVATIONS AND ROOF PLANS, WALL SECTION

ROCKLYN HOMES, INC. 3505 KOGER BLVD., STE 275 DULUTH, GEORGIA 30096 24 HOUR CONTACT ANDY JENKINS 404,424,6112

RELEASED FOR CONSTI



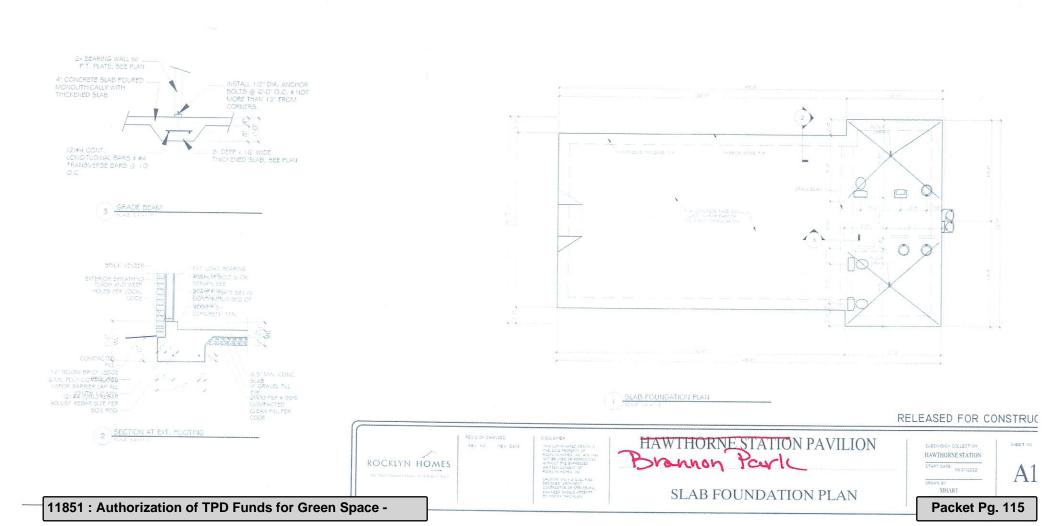
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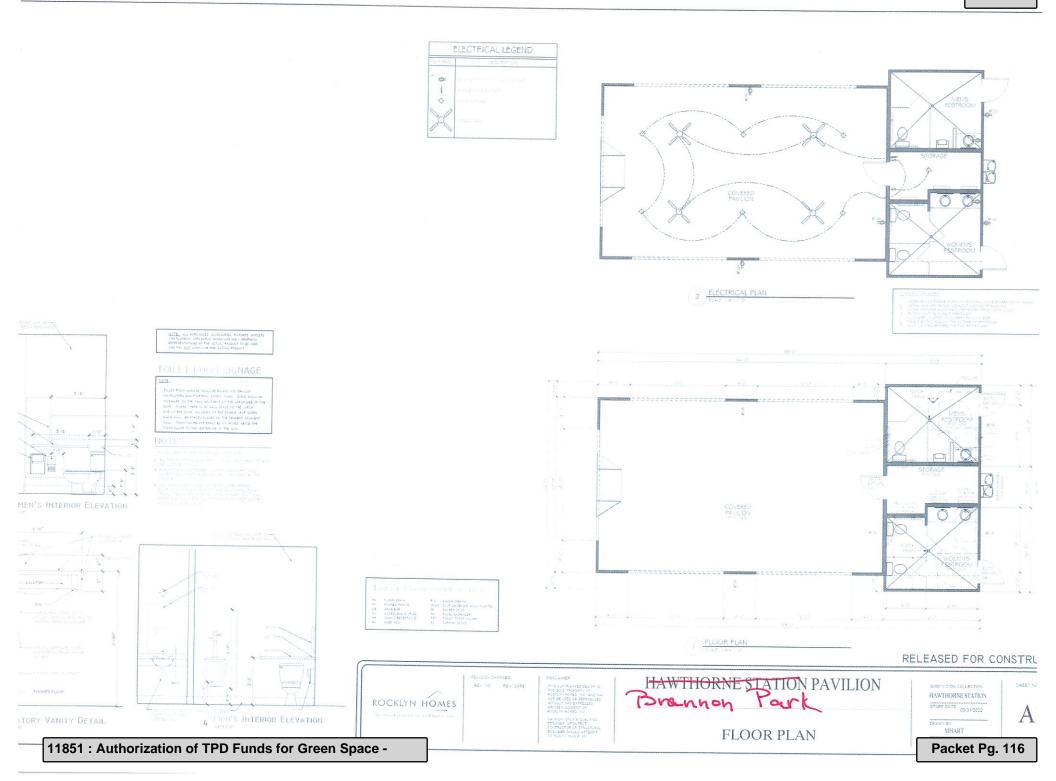
HAWTHORNE STATION

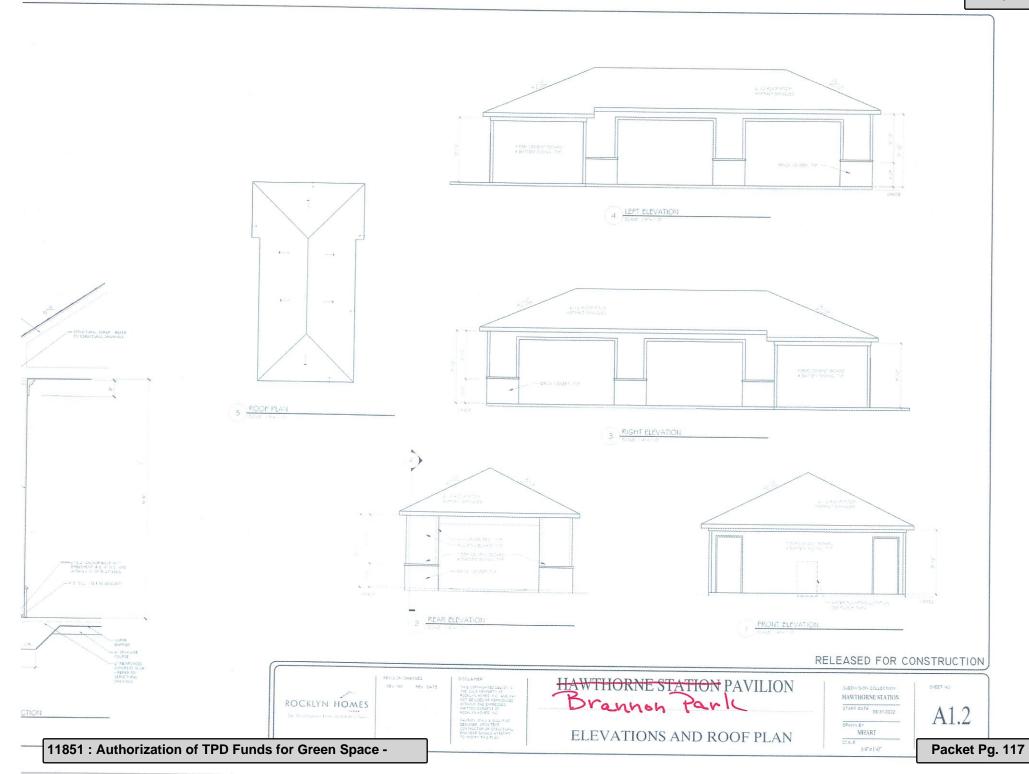
HAWTHORNE STATION 05/31/2022 MHART

11851: Authorization of TPD Funds for Green Space -

Packet Pg. 114







STATE OF GEORGIA

DEPARTMENT OF NATURAL RESOURCES Project Agreement

Applicant City of College Park, Georgia	Project Number 12 45/127 44
Street P. O. Box F	Project Number 13 20477-14
City College Park	County Fulton
	Zip Code 30337 Phone No. 404-767-153
Project Period Date of Approval to Decembe:	er 31, 1981 .
Project Scope (Description of Project)	
Development of sports and playfields by the	he City of College Park, Georgia
,	
Title of the Grant-in-Aid:	
-	
Project Cost	The following
Total Cost \$ 40,000.00	The following are hereby incorporated into this agreement:
Fund Support 50	
Grant-in-Aid \$ 20,000.00	2. Project Proposal and
Local Funds \$ 20,000.00	Application
•	3.

The State of Georgia, Department of Natural Resources (hereinafter referred to as DNR) and the Applicant named above (hereinafter referred to as the Applicant) in consideration of the mutual promises and benefits flowing to each as hereinafter stated, do hereby agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, covenants, assurances, plans, specifications, estimates, procedures, project proposals, and maps attached hereto or retained by the Applicant or DNR and made a part hereof.

the grant, enter into the Agreement, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the project application, approving this agreement, including all understandings and assurances contained therein, and directing the person whose name and signature appear hereinbelow to sign this agreement on behalf of the Applicant and to act in connection with the project and provide such additional information as may be required.

The Applicant further certifies and assures that it has the ability and intention to finance the non-State (local) share of the costs for the project, and that sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

DNR agrees to obligate to the Applicant the sum specified hereinabove as the Grant-in-aid, and to tender to the Applicant that portion of said grant which is required to pay DNR's share of the costs of the project, based upon the percentage of assistance specified hereinabove as Fund Support.

The Applicant agrees to execute the project in accordance with the terms of this agreement. $\frac{x_1}{x_2}$

The Applicant further agrees that, as the benefit to be derived by the State of Georgia and DNR from the full compliance by the Applicant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and as such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by DNR by way of assistance under the terms of the agreement, assistance extended under this agreement by DNR would be inadequate compensation to DNR for any breach by the Applicant of this agreement. The Applicant further agrees, therefore, that THE APPROPRIATE REMEDY IN THE EVENT FORMANCE OF THIS AGREEMENT.

The following special project terms and conditions were made a part of this agreement before it was signed by the parties hereto:

New Contract Compliance regulations issued by the Department of Labor (DOL) require a new equal opportunity notice and specification in bid packages for federally assisted contracts in the Atlanta Metro Area. See General Provisions Addendum #1.

In witness whereof, the parties hereto have executed this Agreement as of the date entered below.

STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES	APPLICANT
Commissioner	City of College Park, Georgia (Name of Applicant) BY Ralph L. Presley
5/30/79 (Date)	(Name) MAYOR (Title)

`				
Applicant	C1		~ 37	
Wahiicant	CTEA	OI	College	Park
	 _			· · · · · · · · · · · · · · · · ·

Project Amendment No. 13-00477-ml.1

AMENDMENT TO PROJECT AGREEMENT

1012	AME	NUMENT TO	Project Agreement No. 12 cours and is however and	
upon	by	the State	Project Agreement No. $13-00477-m1$ is hereby made and agree of Georgia, acting through the Commissioner of the Department	2 O
				of
110 7 0 1	ΦI	vezonicez	and by <u>City of College Park</u>	

The Applicant and the State of Georgia, Department of Natural Resources, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended as follows:

Change the project cost as follows to allow for increases in previously approved work elements:

Project Cost Total Cost	As Approved	As Amended
Fund Support Grant-in-Aid Local Funds	40,000.00 50% 20,000.00 20,000.00	44,715.00 50% 22,357.50 22,357.50

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

DEPARTMENT OF NATURAL RESOURCES

APPLICANT

, (.	
By Que	O i in a constant of the const
(Signature)	City of College Park
	(Signature)
JUE D. TANNER	(Signature)
COMMISSIONER	T. Owen Smith (Name)
8-22-80	Mayor
(Date)	(Title)

COUNTY OF FULTON STATE OF GEORGIA PROJECT # 13-00477-ME (13-06 4-37) Brenningham Jield)
(Brady

Personally came before the undersigned attesting officer, duly authorized to administer oaths, Ms. Jean Conaway who begin duly sworn, on oath states that he has personal knowledge of the facts set forth in this affidavit, and that he/she makes this affidavit for any and all purposes authorized by law.

The affiant states on oath:

I hold the position of City Clerk for the City of College Park and have personal knowledge that the Notice of Limitation of Use set forth herein below has been made part of and/or attached to the City of College Park public property record of the subject property which has been duly recorded at City Hall - City of College Park; 14th District - Land Lot 191 Square 8 Unit 55.

NOTICE OF LIMITATION OF USE

"The property identified in the attached grant agreement and project boundary map has been acquired or developed with Federal financial assistance provided by the Heritage Conservation and Recreation Service (formerly the Bureau of Outdoor Recreation) of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. s4601-5 et seq. (1970 ed.) Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses [whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation peroperties of at least equal fair market value and of reasonably equivalent usefulness and location.

Futher affiant saith not.

This 6th day of July, 1981.

Sworn to and subscribed before me

this 6th day of July, 1981.

My Commission Expires Feb. 2, 1982

AFFIDAVIT PROJECT # 13-004-7-FR (7

COUNTY OF FULTON STATE OF GEORGIA 13-00437

Barrett Park Brannon Park Jamestown Park Southeile Vark

Personally came before the undersigned attesting officer, duly authorized to administer oaths, Ms. Jean Conaway who begin duly sworn, on oath states that she has personal knowledge of the facts set forth in this affidavit, and that he/she makes this affidavit for nay and all purposes authorized by law.

The affiant states on oath:

I hold the position of City Clerk for the City of College Park and have personal knowledge that the Notice of Limitation of Use set forth herein below has been made part of and/or attached to the City of College Park public property record of the subject property which has been duly recorded at City Hall - City of College Park; 13 District - Land Lots 58C-A-012, 4-LL-58, 329-LL-45 and 14 District - Land Lot 162-1-22.

- NOTICE OF LIMITATION OF USE

"The property identified in the attached grant agreement and project boundary map has been acquired or developed with Federal financial assistance provided by the Heritage Conservation and Recreation Service (formerly the Bureau of Outdoor Recreation) of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. s4601-5 et seq. (1970 ed.) Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair markey value and of reasonably equivalent usefulness and location."

Further affiant saith not.

The 13th day of July, 1981.

Dean Conaway, City Clerk

Sworn to and subscribed before me this 14th day of July, 1981.

Luic Sompre Notary Public

> Notary Public, Georgia, State at Large My Commission Expires May 12, 1985

STATE OF GEORGIA

DEPARTMENT OF NATURAL RESOURCES Project Agreement

Applicant	College Park		Project Nu	mber	
Street	Box F		County	Fulton	
City	College Park	Zip Code	30337	Phone Number	404-767-1537
Project Title	College Park Dev	elopments 197	18		

Project Scope (Description of Project)

This project consists of the initial development of five park sites located in the City of College Park by the City of College Park.

1- Barrett Park: The principal features of this development are: site improvement ,playground, walkways, landscaping and project administration including design, engineering and supervision.

2- Brannon Park: The principal features of this development are: site improvement, paving of the service road and parking lot, playground, landscaping, grassing, and project administration including design, engineering and supervision.

3- Brenningham Park: The principal features of this development are: site improvement, playground and project administration including design, engineering and supervision.

4- Jamestown Park: The principal features of this development are: site improvement, walkways, one (1) shelter and project administration including design, engineering and supervision.

5- Southside Park: The principal features of this development are: site improvement, fitness trail, grassing and landscaping and project administration including design engineering and supervision.

Title of the Grant-in-Aid:			Land and Water Conservation Fund		
Project Cost	·			The following attachments are hereby	
Total Cost	\$	50,000.00		incorporated into this agreement:	
Fund Support		50	ક	1. General Provisions	
Grant-in-aid	Ś	25,000.00		2. Project Proposal	
Grant-m-and	۰	25/000.00			
Local Funds	\$	25,000.00		3. Certification	

(July, 1977)

Page 1 of 10 Pages

The State of Georgia, represented by the Commissioner, Department of Natural Resources, and the Applicant named above (hereinafter referred to as the Applicant), mutually agree to perform this agreement in accordance with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby made a part hereof.

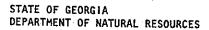
The State of Georgia hereby promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the State's share of the costs of the above project, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the State of Georgia herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this Agreement as of the date entered below.

STATE OF GEORGIA	APPLICANT City of College Park
(Title) DEPARIMENT OF NATURAL RESOURCES	By Kalal L. Laule (Signature) Ralf L. Presley
5/18/78 (Date)	(Name) Mayor (Title)

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Applicant <u>City of College Park</u>

Project Amendment No. 13-00437.1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. 13-00437 is hereby made and agreed upon by the State of Georgia, acting through the Commissioner of the Department of Natural Resources and by the City of College Park

The Applicant and the State of Georgia, Department of Natural Resources, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended as follows:

Jamestown Park: Delete development of one (1) shelter.

Add development of playground equipment.

No change in project cost.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

DEPARTMENT OF NATURAL RESOURCES

By City of College Park

By T. Owen Smith (Name)

COMMISSIONER

(Date)

DEPARTMENT OF NATURAL RESOURCES

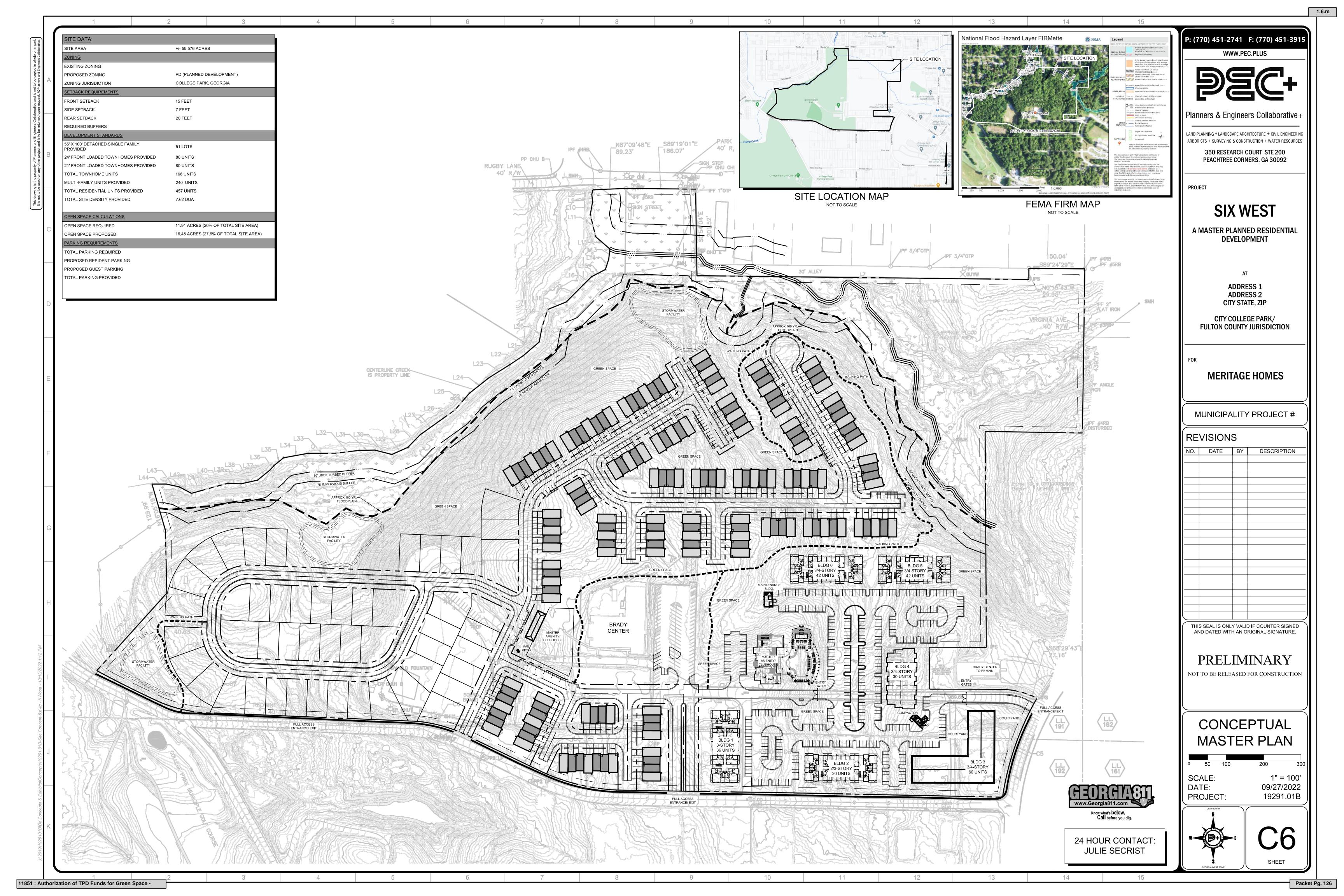
APPLICANT

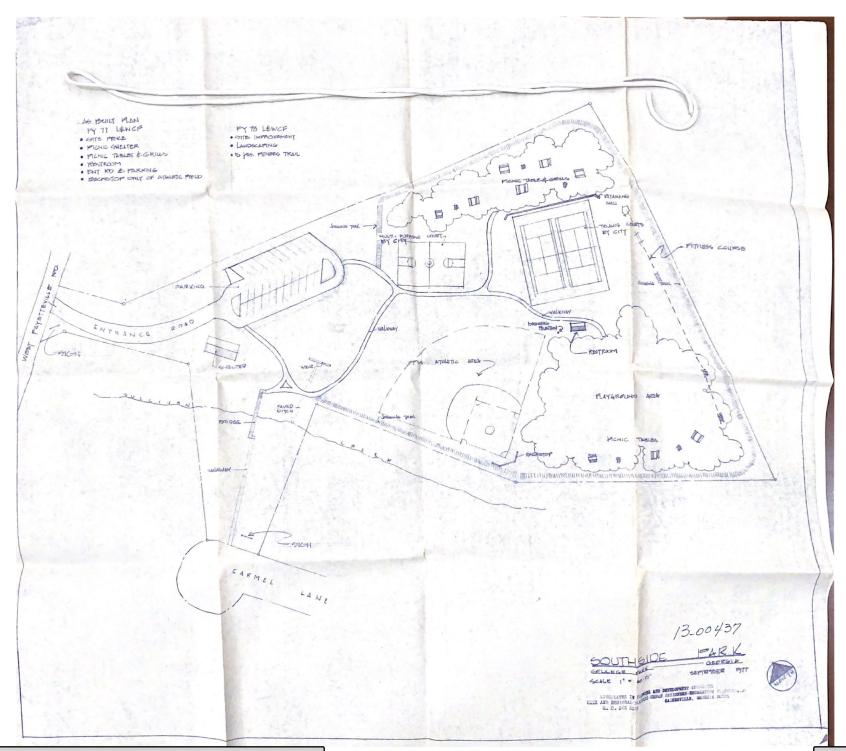
City of College Park

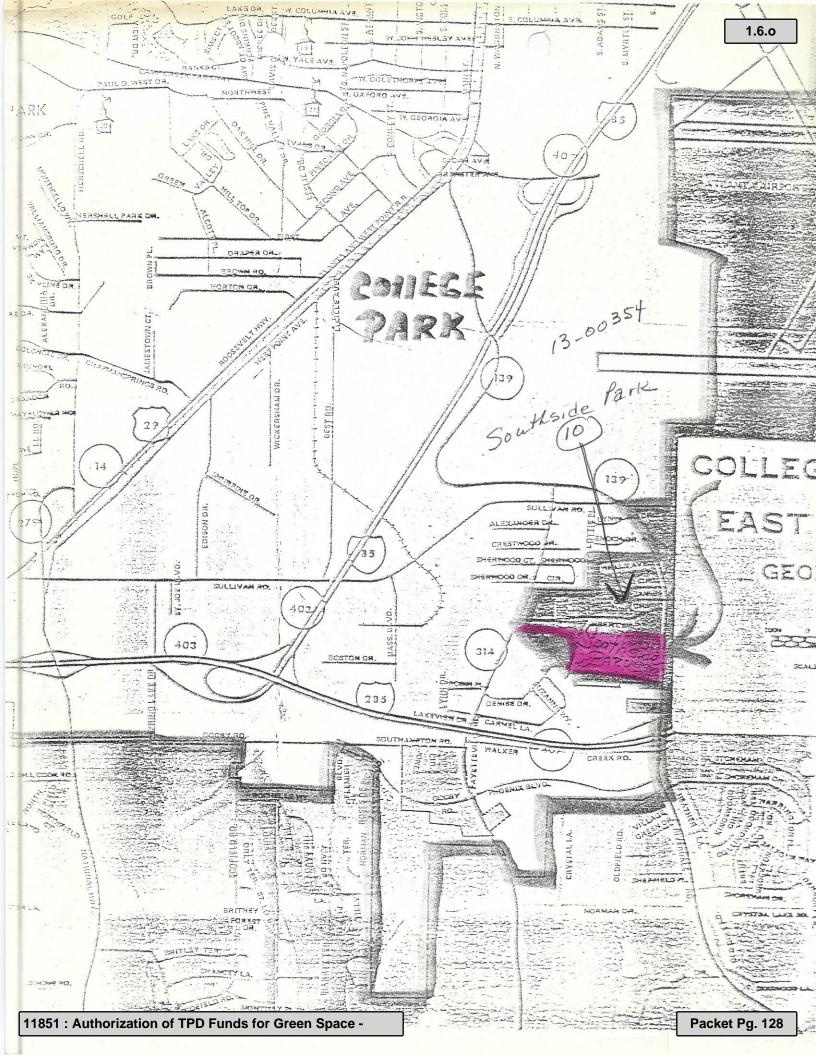
T. Owen Smith (Name)

Mayor

(Title)







SOUTHSIDE PARK?

LEGAL DESCRIPTION

Parcel 1:

BEGINNING at the northeast corner of the property conveyed by C. E. Bailey and Mrs. Elizabeth Bailey to A. D. Ross by Warranty Deed dated December 28, 1962 as recorded in Deed Book 290, page 31 of Clayton County Records, said point of beginning also being shown on plat of the Ross property as recorded inPlat-Book 7, page 217, said records; running thence south 88 degrees 58 minutes west 756.9 feet to Lot 31, Block C, Unit Three of Pleasant Valley Subdivision according to plat recorded Plat Book 9, page 106, said records; running thence in a southeasterly direction, on a line which forms an interior angle of 38 degrees 03 minutes with the preceding course and along the northeasterly line of Lot 31 and a part of Lot 30, said plat of Pleasant Valley Subdivision, 247.5 feet to an iron pin; thence continuing in a southeasterly direction, on a line which forms an interior angle of 185 degrees 53 minutes with the preceding course and along the northeasterly line of part of Lot 30, Lots 29, 28 and 27, said plat of Pleasant Valley Subdivision, 362.5 feet to a point; thence continuing in a southeasterly direction, on a line which forms an interior angle of 159 degrees 46 minutes with the preceding course and along the northeasterly line of Lots 26, 25, 24 and 23, said plat of Pleasant Valley Subdivision, 334.7 feet to a point; running thence north on a line which forms an interior angle of 66 degrees with the preceding course and along the east line of the said Ross property 537.9 feet to the point of beginning. all as shown on a plat of same prepared by Steed & Associates, Registered Surveyors.

Parcel 2:

BEGINNING at an iron pin located on the northeasterly side of the cul-de-dac of Carmel Lane 301.9 feet northwesterly, westerly, northeasterly, easterly and southeasterly, as measured along the southwesterly, southerly, northwesterly, northwesterly, northerly and northeasterly side of Carmel Lane and its cul-de-sac, following the curvature thereof, from the intersection formed by the southwesterly side of Carmel Lane with the northwesterly side of Denise Drive, said point of beginning also being the line which divides Lots 30 and 31, said block and subdivision; running thence northeasterly, along the southeasterly line of said Lot 31, a distance of 225.6 feet to an iron pin; running thence in a southeasterly direction, according to the above described plat, 80.5 feet to an iron pin; thence continuing in a southeasterly direction, along a line forming an exterior angle of 185 degrees 53 minutes with the preceding course, 92.5 feet to an iron pin, running thence in a southwesterly direction, along the northwesterly line of Lot 29, said block and subdivision, 201.9 feet to the northwesterly side of Carmel Lane; running thence in a northwesterly direction, along the northeasterly side of Carmel Lane, 70 feet to the point of beginning.

Parcel 3:

BEGINNING at the intersection formed by the center line of Sullivan Creek with the southeasterly right-of-way line of West Fayetteville Road, said point of beginning also being located 1,282.7 feet northeasterly, as measured along the southeasterly right-of-way line of said road from the northeast corner of West Fayetteville Road and Denise Drive; running thence in a southeasterly direction, along the center line of Sullivan Creek and following the curvature thereof. 608 feet, more or less, to the northwest corner of Lot 31, Block "C", Unit 3, Pleasant Valley Subdivision according to plat recorded in Plat Book 9, page 106 of Clayton County Records; running thence east, along the north line of said Lot 31, Block "C", 78.1 feet to the northwest corner of that tract of land acquired by James Larry Lynn and Cyrus N. Dunn on 6/18/69 from Alfred Strack and Mrs. Hazel S. Strack by Warranty Deed recorded in Deed Book 540, page 190, said records; thence continuing east, along the north line of the Lynn-Dunn tract, 81.9 feet to an iron pin; running thence north 53 degrees west 170 feet to an iron pin; thence north 35 degrees 52 minutes west 319.8 feet to an iron pin; thence north 50 degrees west 250 feet to the southeasterly right-of-way line of West Fayetteville Road; running thence south 22 degrees 27 minutes west, along the southeasterly right-of-way line of said road, 70 feet to the center line of Sullivan Creek and the point of beginning, being a one-acre tract of land all as shown on a plat of survey dated March, 1971, as prepared by Steed & Boyd, Registered Land Surveyors, recorded Plat Book 13, page 15 of Clayton County Records.